



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: July 15, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**
TELECONFERENCE ID: 927075833

To join via phone, dial 1(415)655-0001, then press 927075833# , then press # when prompted for attendee number ****IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILITATE PARTICIPANT CHECK-IN****

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

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

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
COUNTYWIDE CLASSIFICATION ACTIONS
CEO – Irish Wong, Principal Analyst
 - B) Board Letter:
RESPONSE TO THE 2019-20 CIVIL GRAND JURY INTERIM REPORT
RECOMMENDATIONS - "MAYBE I VOTED"
CEO/SPECIAL PROJECTS – Cheri Thomas, CEO
 - C) Board Letter:
INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 5.90
(VEHICLE TRIP REDUCTION-RIDESHARING) OF CHAPTER 5
(PERSONNEL) OF THE LOS ANGELES COUNTY EMPLOYEE
COMMUTE REDUCTION PROGRAM CODE
ISD – Minh Le, General Manager and
Eddie Washington, County Transportation Program Manager

CONTINUED ON PAGE 2

- D) Board Memo:
NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT
WITH SIDEBENCH STUDIOS, LLC.
DCFS – Genie Chough, Assistant Deputy Director
- E) Board Letter:
SOLE SOURCE AGREEMENT WITH ECONOLITE SYSTEMS, INC. FOR
IMPLEMENTATION AND MAINTENANCE OF TRAFFIC SIGNAL
CONTROL SYSTEM
DPW – Andres Narvaez, Civil Engineer
- F) Board Letter:
AWARD OF SERVICES CONTRACT FOR ON CALL STORMWATER
CAPTURE RUBBER DAM SYSTEM MAINTENANCE SERVICES
DPW – Sarkis Zargaryan, Senior Civil Engineering Assistant and
William Saunders, Civil Engineer
- G) Board Letter:
APPROVAL OF AMENDMENT NO. 6 TO EXTEND THE PERIOD OF
PERFORMANCE OF THE COUNTY'S AGREEMENT WITH SOURCE
CORP, BPS INC.
ISAB – Ali Farahani, Interim Executive Director and
Fernando Angell, Assistant Director

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

- 4. **Public Comment**
(2 minutes each speaker)
- 5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

CEO/ CP – HALL OF RECORDS TEMPLE STREET PLAZA EMERGENCY
REPAIRS PROJECT

DHS – APPROVAL OF VARIOUS CONTRACT AMENDMENTS IN SUPPORT
OF THE 21ST CENTURY CURES ACT: INTEROPERABILITY, INFORMATION
BLOCKING, AND THE OFFICE OF THE NATIONAL COORDINATOR FOR
HEALTH INFORMATION TECHNOLOGY CERTIFICATION PROGRAM

RR/CC – SOLE SOURCE CONTRACT # 20-002 WITH KNOWINK, LLC FOR
ELECTRONIC POLLBOOK MAINTENANCE AND SUPPORT SERVICES

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	7/15/2020	
BOARD MEETING	8/4/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes x No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$1,340,000 (all funds) \$55,000 (NCC)	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	IMPLEMENT CLASSIFICATION AND COMPENSATION RECOMMENDATIONS	
BACKGROUND (include internal/external issues that may exist)	<p>This Board Letter includes:</p> <ol style="list-style-type: none"> Deletion of 5 non-represented classifications: <ul style="list-style-type: none"> Chief Curator, Natural History (8467) Chief, Telecommunications Franchising (3407) Exhibits Designer (8425) Head Deputy District Attorney, Employee Relations (UC) (9278) Telecommunications Licensing Analyst (3402) Reclassification of 187 positions in the Departments of Animal Care and Control, Children and Family Services, Fire, Health Services, Internal Services, Medical Examiner-Coroner, Mental Health, Parks and Recreation, Probation, Public Social Services, Registrar-Recorder/County Clerk, Sheriff, and Treasurer and Tax Collector. 	
DEPARTMENTAL AND OTHER CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Irish Wong, Principal Analyst (213) 893-7818, iwong@ceo.lacounty.gov</p> <p>Jon Lervik, Senior Analyst (213) 974-2539, jlervik@ceo.lacounty.gov</p> <p>Derek Mann, Senior Analyst (213) 974-1254, DMann@ceo.lacounty.gov</p> <p>Connie Draxler, Deputy Director for the Office of the Public Guardian (213) 974-0407, CDraxler@dmh.lacounty.gov</p>	



CEO August 4, 2020 General Reclass Board Letter Summary

CEO Contact Information:

Irish Wong, Principal Analyst (213) 893-7818, iwong@ceo.lacounty.gov

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Derek Mann, Senior Analyst (213) 974-1254, DMann@ceo.lacounty.gov

Connie Draxler, Deputy Director for the Office of the Public Guardian (213) 974-0407,
CDraxler@dmh.lacounty.gov

This Board Letter includes:

1. Deletion of 5 non-represented classifications:
 - Chief Curator, Natural History (8467)
 - Chief, Telecommunications Franchising (3407)
 - Exhibits Designer (8425)
 - Head Deputy District Attorney, Employee Relations (UC) (9278)
 - Telecommunications Licensing Analyst (3402)
2. Reclassification of 187 positions in the Departments of Animal Care and Control, Children and Family Services, Fire, Health Services, Internal Services, Medical Examiner-Coroner, Mental Health, Parks and Recreation, Probation, Public Social Services, Registrar-Recorder/County Clerk, Sheriff, and Treasurer and Tax Collector.

Additional information on Department of Mental Health's (DMH) Office of the Public Guardian Reclassifications:

The new Deputy Public Guardian series was created to help meet the critical needs of clients dealing with an array of issues, such as homelessness, co-occurring mental health disorders, physical and other psycho-social issues.

- **June 19, 2020 – Conference Call**

Our office participated in a conference call with representatives from SEIU 721, CEO Employee Relations, and DMH's Employee Relations, Classification, Exams, and the Office of the Public Guardian. Subsequent to the call, SEIU provided written concurrence supporting the reclassifications.

- **Exams**

Representatives from the DMH's Office of the Public Guardian, Classification section, and Exams section are currently working with the Department of Human Resources to develop the examination content and an examination implementation timeline.



CEO August 4, 2020 General Reclass Board Letter Summary

- **Ordinance Position Authority (OPA) Requests**

Our office encouraged DMH to begin submitting OPA requests after the examination process is complete.

Below are tables of the reclassifications:

LANTERMAN-PETRIS-SHORT (LPS) – 20651 (various units)	
32 - Deputy Public Conservator/ Administrator II (1481A), NM 88J, BU 121 \$4,644.91 - \$6,092.27 Represented	32 – Deputy Public Guardian (1496A), NM 90J, BU 722 \$4,904.00 - \$6,431.82 Represented
9 - Deputy Public Conservator/ Administrator II (1481A), NM 88J, BU 121 \$4,644.91 - \$6,092.27 Represented	9 – Senior Deputy Public Guardian (1497A), NM 92J, BU 722 \$5,177.82 – \$6,790.09 Represented
12 – Senior Deputy Public Conservator/ Administrator (1483A), NM 90J, BU 121 \$4,904.00 - \$6,431.82 Represented	12 – Senior Deputy Public Guardian (1497A), NM 92J, BU 722 \$5,177.82 – \$6,790.09 Represented
4 – Senior Deputy Public Conservator/ Administrator (1483A), NM 90J, BU 121 \$4,904.00 - \$6,431.82 Represented	4 – Principal Deputy Public Guardian (1498A), NM 96J, BU 722 \$5,770.45 – \$7,568.36 Represented
10 – Supervising Deputy Public Conservator/Administrator (1485A), NM 94J, BU 122 \$5,465.91 - \$7,168.36 Represented	10 – Supervising Deputy Public Guardian (1499A), NM 98K, BU 777 \$6,107.18 - \$8,009.91 Represented
TOTAL 67	



**CEO August 4, 2020 General Reclass
Board Letter Summary**

PROBATE – 20652 (various units)	
12 - Deputy Public Conservator/ Administrator II (1481A), NM 88J, BU 121 \$4,644.91 - \$6,092.27 Represented	12 – Deputy Public Guardian (1496A), NM 90J, BU 722 \$4,904.00 - \$6,431.82 Represented
7 - Deputy Public Conservator/ Administrator II (1481A), NM 88J, BU 121 \$4,644.91 - \$6,092.27 Represented	7 – Senior Deputy Public Guardian (1497A), NM 92J, BU 722 \$5,177.82 – \$6,790.09 Represented
13 – Senior Deputy Public Conservator/ Administrator (1483A), NM 90J, BU 121 \$4,904.00 - \$6,431.82 Represented	13 – Senior Deputy Public Guardian (1497A), NM 92J, BU 722 \$5,177.82 – \$6,790.09 Represented
1 – Senior Deputy Public Conservator/ Administrator (1483A), NM 90J, BU 121 \$4,904.00 - \$6,431.82 Represented	1 – Principal Deputy Public Guardian (1498A), NM 96J, BU 722 \$5,770.45 – \$7,568.36 Represented
1 – Senior Deputy Public Conservator/ Administrator (1483A), NM 90J, BU 121 \$4,904.00 - \$6,431.82 Represented	1 – Deputy Public Guardian (1496A), NM 90J, BU 722 \$4,904.00 - \$6,431.82 Represented
5 – Supervising Deputy Public Conservator/Administrator (1485A), NM 94J, BU 122 \$5,465.91 - \$7,168.36 Represented	5 – Supervising Deputy Public Guardian (1499A), NM 98K, BU 777 \$6,107.18 - \$8,009.91 Represented
TOTAL 39	

Grand total of reclassification actions for Office of the Public Guardian = 106



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

August 4, 2020

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION ACTIONS (ALL DISTRICTS - 3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of classes of positions and the departmental staffing provisions by deleting five (5) non-represented classifications and by reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to delete five (5) non-represented classifications and to reclassify 187 positions in the Departments of Animal Care and Control, Children and Family Services, Fire, Health Services, Internal Services, Medical Examiner-Coroner, Mental Health, Parks and Recreation, Probation, Public Social Services, Registrar-Recorder/County Clerk, Sheriff, and Treasurer and Tax Collector.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

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

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of five (5) non-represented classifications from the Classification Plan (Attachment A). This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Reclassifications

There are 187 positions in 13 departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be more appropriately classified in the recommended classes.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The projected budgeted annual cost resulting from these recommended actions is estimated to total \$1,340,000 (all funds). Net County cost is estimated to be \$55,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:AC:AYH
PAC:IW:KP:mmg

Enclosures

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

ATTACHMENT A

**NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR
DELETION FROM THE CLASSIFICATION PLAN**

Item No.	Title
8467	Chief Curator, Natural History
3407	Chief, Telecommunications Franchising
8425	Exhibits Designer
9278	Head Deputy District Attorney, Employee Relations (UC)
3402	Telecommunications Licensing Analyst

RECLASSIFICATIONS**ANIMAL CARE AND CONTROL**

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Information Systems Supervisor I Item No. 2595A NM 107C Non-Represented	1	Senior Information Systems Analyst Item No. 2593A NM 107C Non-Represented

The subject Information Systems Supervisor I position reports to an Information Technology (IT) Manager I in the Information Technology Division and assists in providing leadership and expertise to three lower-level IT positions. The subject position leads staff in managing, maintaining, and troubleshooting the department's information technology systems, hardware, and data reporting; coordinates with the Internal Services Department (ISD) and vendors in the development of special reports and dashboards; and coordinates the development and maintenance of implementation, conversion, training, and test plans.

Based on an evaluation of the duties performed by the subject position and the obsolete status of the Information Systems Supervisor I classification, a reclassification of the subject position to the Senior Information Systems Analyst (SISA) classification is recommended. Positions in the SISA class generally report to an IT supervisor or manager and assume the more complex lead/coordinator roles. Incumbents perform specialized information systems analysis by providing expertise in one or more areas of systems analysis, including definition of user requirements, feasibility studies, design, program specifications, testing, and implementation. Also, incumbents assist project managers in the development of project plans, including system integration test plans for new systems or assist in the development of complex enhancements to existing systems. Therefore, we recommend a lateral reclassification to Senior Information Systems Analyst.

CHILDREN AND FAMILY SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Assistant Regional Administrator, Children & Family Services Item No. 9085A NM 113L Non-Represented	1	Children Services Administrator III Item No. 9088A NM 113L Non-Represented
1	Regional Administrator, Children & Family Services Item No. 9103A N23 S12 Non-Represented	1	Division Chief, Children & Family Services Item No. 9108A N23 S12 Non-Represented
1	Departmental Chief Information Officer I Item No. 2575A N23 S13 Non-Represented	1	Departmental Chief Information Officer II Item No. 2576A N23 S14 Non-Represented

The subject Assistant Regional Administrator, Children and Family Services position reports directly to a Deputy Director, Children and Family Services, and is located in the Bureau of Specialized Response Services, Administrative Office. The subject position assists the Deputy Director, Children and Family Services, in managing contract services; budget, staffing, and policy implementation; coordinates and reviews assignments from the Board of Supervisors and the departmental executive office; and responds to inquiries from constituents and provides solutions to their concerns. The duties and responsibilities of the subject position meet the classification criteria for the Children Services Administrator III, a class that directs the development or administration of a children services program such as, adoptions, foster care, protective services, or residential care. Therefore, we recommend lateral reclassification to Children Services Administrator III.

The subject Regional Administrator, Children and Family Services position reports directly to a Deputy Director, Children and Family Services, and is located in the Bureau of Specialized Response Services, Child Protection Hotline Division. The subject position manages the Child Protection Hotline Division by directing, planning, and reviewing the work of subordinate managers to ensure the voluminous number of telephone calls are documented and appropriately routed. In addition, the subject position develops and implements new and ongoing initiatives to ensure that the department meets

CHILDREN AND FAMILY SERVICES (Continued)

governmental regulations and standards; develops partnerships; and maintains effective public relations with other County departments and external stakeholders. The duties and responsibilities of the subject position meet the classification criteria for the Division Chief, Children and Family Services, a class that typically reports to a Deputy Director, Children and Family Services, and directs the activities of a division within the department. Therefore, we recommend a lateral reclassification to Division Chief, Children and Family Services.

The subject Departmental Chief Information Officer I position reports directly to a Senior Deputy Director, Children and Family Services, and is located in the Mega Bureau, Business and Information Systems Division, Administrative Section. Through subordinate managers, the subject position directs the work of the Business and Information Systems Division. The subject position directs and oversees new enterprise-level technology projects for the department; implements the restructuring of business processes to meet current and future operational needs; and directs the efforts to share data with other County departments and external stakeholders. In addition, the subject position manages activities to ensure compliance with cyber security and limit cyber-attack exposure to the Department of Children and Family Services and the County of Los Angeles. Based on the department's growth and increased complexities of its automated systems, we recommend upward reclassification to Departmental Chief Information Officer II.

ATTACHMENT B**FIRE – ADMINISTRATIVE**

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Supervising Administrative Assistant III Item No. 0898A NM 104B Non-Represented	1	Administrative Services Manager II Item No. 1003A NM 104A Non-Represented

The subject Supervising Administrative Assistant III position reports to an Administrative Services Manager III in the Budget Services Section. The duties and responsibilities include performing the more senior-level work and providing supervision of staff responsible for the development and monitoring of the department's annual operating budget; developing fee calculations for the department; handling special rate requests from management; processing approvals for ISD purchase orders; and verifying funding for all purchase requests. The subject position is being reclassified to maintain equity amongst similar jobs countywide. Positions in the Administrative Services Manager II class are typically located in the central administrative office of a line department and are responsible for supervising a unit of journey-level analysts performing a full range of difficult to complex analytical assignments within a functional area, such as budget. Therefore, we recommend a downward reclassification to Administrative Services Manager II.

HEALTH SERVICES – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Pharmacy Services Chief II Item No. 5529A NW 122H Non-Represented	1	Assistant Chief, Pharmacy Services, Medical Center Item No. 5525A NW 125D Non-Represented
3	Supervising Payroll Clerk III Item No. 1340A NMV 86K Represented	3	Supervising Payroll Clerk IV Item No. 1341A NMV 90D Represented

The subject Pharmacy Services Chief II position is assigned to the Office of Pharmacy Affairs and assists the Director, Pharmacy Affairs in providing oversight of clinical operations by standardizing practice across the Department of Health Services and expanding clinical services to its full capacity. This includes assisting with day-to-day operations; overseeing enterprise-wide projects; and developing disease and drug-specific guidelines, formulary management initiatives, medication reconciliation programs, and budget and cost reduction strategies. The duties and responsibilities of the subject position are more consistent with the class concept of the Assistant Chief, Pharmacy Services, Medical Center that assists in directing the pharmacy program and has particular responsibility for directing the activities within the patient care services and the technical/administrative support services. Therefore, we recommend upward reclassification to Assistant Chief, Pharmacy Services, Medical Center.

The three (3) subject Supervising Payroll Clerk III positions each oversee a team that consists of 13-20 Payroll Clerks and Assistant Supervising Payroll Clerks who oversee the payroll processing for over 22,000 employees. The duties and supervisory responsibilities meet the allocation criteria for Supervising Payroll Clerk IV, a class that supervises at least 10 payroll staff who process payroll for at least 4,500 employees. Therefore, we recommend the upward reclassification of these positions to Supervising Payroll Clerk IV.

ATTACHMENT B**HEALTH SERVICES – LAC+USC MEDICAL CENTER**

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Nuclear Medicine Technologist I Item No. 5802A NM 103A Represented	1	Nuclear Medicine Technologist II Item No. 5803A NM 104G Represented

The subject position works under the direction of a physician and receives technical supervision from a Nuclear Medicine Technologist Supervisor. The subject position independently performs various complex and advanced diagnostic and therapeutic studies. In this role, the subject position prepares and positions patients for scanning; prepares and administers radioactive drugs; operates nuclear medicine instruments and imaging equipment, including the Single-photon Emission Computed Tomography (SPECT) camera; collects and prepares data for interpretation; evaluates images to determine the technical quality and calibration of instrumentation; mentors students and other personnel; and acts as a clinical resource for residents and staff physicians. The duties and responsibilities are consistent with a Nuclear Medicine Technologist II, as the position is responsible for independently conducting the more complex and advanced nuclear medicine studies, such as pulmonary ventilation and perfusion imaging, myocardial imaging, radionuclide angiocardiology and coronary artery imaging studies. In addition, the subject position routinely processes computerized image data to include function curves and reconstruct SPECT images. Therefore, we recommend upward reclassification to Nuclear Medicine Technologist II.

HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Physical Therapist I Item No. 5837A NM 101L Represented	2	Physical Therapist II Item No. 5839A NM 105L Represented

The first subject Physical Therapist I position reports to a Physical Therapist Supervisor I and is assigned to the Rehabilitation Division. The subject position is assigned to various settings, including the Intensive Care Unit, Oncology Unit, Psychiatric Unit and Tuberculosis Ward. In this role, the subject position functions independently to provide a full range of physical therapy services to patients with a high-level of acuity, multiple co-morbidities, and challenging psychosocial variables that impact the therapy program and outcomes. The subject position requires experience in making clinical decisions to elements which include body structures and functions, activity limitations, and/or participation restrictions. In addition, the subject position directs, trains, and delegates assignments to support staff in physical therapy techniques, interventions, exercises, and equipment.

The second subject Physical Therapist I position serves as the primary physical therapist for pediatric patients within inpatient and outpatient settings. In this role, the subject position provides comprehensive patient evaluations; develops treatment plans; and manages individualized treatment for neonatal, pediatric and adolescent patients with developmental congenital and neuromuscular disorders. The subject position receives general administrative supervision and clinical guidance from a Physical Therapist Supervisor I to render independent recommendations in determining the appropriate level and medical necessity of therapy services based on knowledge and experience with pediatric patients having complex musculoskeletal limitations as a result of trauma, surgery, or injury. In addition, the subject position provides lead direction and training to other therapists providing therapy services to pediatric patients.

The duties and responsibilities of the subject positions meet the allocation standards for Physical Therapist II, as the positions independently perform a full range of professional therapy services for a caseload of patients with multiple conditions and/or multiple diagnosis. Therefore, we recommend upward reclassification of both positions to Physical Therapist II.

ATTACHMENT B**INTERNAL SERVICES DEPARTMENT**

No of Pos.	Present Classification	No of Pos.	Classification Findings
Maintenance and Operations Division			
3	Assistant Elevator Mechanic Item No. 6502A 85F Non-Represented	3	Elevator Mechanic Item No. 6504A Flat Monthly Rate Represented
Operations Division - Information Technology Service			
2	Computer Operations Duty Manager Item No. 2509A NM 101D Represented	2	Network Systems Administrator II Item No. 2559A NM 101D Represented
2	Computer Operations Duty Manager Item No. 2509A NM 101D Represented	2	Senior Network Systems Administrator Item No. 2560A NM 105D Represented
2	Computer Operator Specialist Item No. 2492A NM 82G Represented	2	Info Tech Technical Support Analyst I Item No. 2545A NM 91D Represented
4	Computer Operator Specialist Item No. 2492A NM 82G Represented	4	Info Tech Technical Support Analyst II Item No. 2546A NM 95D Represented
3	Computer Operator Specialist Item No. 2492A NM 82G Represented	3	Network Systems Administrator I Item No. 2558A NM 97D Represented

INTERNAL SERVICES DEPARTMENT (Continued)

No of Pos.	Present Classification	No of Pos.	Classification Findings
Operations Division - Information Technology Service (Continued)			
5	Computer System Operator Item No. 2490A NM 78G Represented	5	Info Tech Technical Support Analyst I Item No. 2545A NM 91D Represented
1	Computer System Operator Item No. 2490A NM 78G Represented	1	Info Tech Technical Support Analyst II Item No. 2546A NM 95D Represented
2	Computer Systems Scheduler II Item No. 2503A NM 81E Represented	2	Info Tech Technical Support Analyst I Item No. 2545A NM 91D Represented
1	Information Systems Support Analyst II Item No. 2535A N2M 100D Non-Represented	1	Application Developer I Item No. 2520A N2M 98A Represented
5	Information Systems Support Analyst II Item No. 2535A N2M 100D Non-Represented	5	Application Developer II Item No. 2521A N2M 100A Represented
1	Information Systems Support Analyst II Item No. 2535A N2M 100D Non-Represented	1	Info Tech Technical Support Analyst II Item No. 2546A NM 95D Represented

INTERNAL SERVICES DEPARTMENT (Continued)

No of Pos.	Present Classification	No of Pos.	Classification Findings
Operations Division - Information Technology Service (Continued)			
1	Information Systems Support Analyst II Item No. 2535A N2M 100D Non-Represented	1	Senior Info Tech Technical Support Analyst Item No. 2547A NM 99D Represented
1	Section Manager, Information Technology, ISD Item No. 2578A NM 117F Non-Represented	1	Principal Network Systems Administrator Item No. 2561A NM 111F Non-Represented
1	Senior Information Systems Support Analyst Item No. 2536A NM 105C Non-Represented	1	Application Developer II Item No. 2521A N2M 100A Represented
1	Supervising Information Systems Support Analyst Item No. 2537A NM 105C Non-Represented	1	Principal Application Developer Item No. 2526A NM 111C Non-Represented
6	Supervisor, Computer Operations Item No. 2507A NM 90B Represented	6	Senior Info Tech Technical Support Analyst Item No. 2547A NM 99D Represented

INTERNAL SERVICES DEPARTMENT (Continued)

No of Pos.	Present Classification	No of Pos.	Classification Findings
Information Technology Shared Services Division			
1	Information Systems Manager I Item No. 2573A NM 117F Non-Represented	1	Information Technology Supervisor Item No. 2598A NM 112F Non-Represented
1	Information Systems Supervisor II Item No. 2596A NM 111L Non-Represented	1	Senior Network Systems Administrator Item No. 2560A NM 105D Represented
4	Information Systems Supervisor I Item No. 2595A NM 107C Non-Represented	4	Information Technology Technical Support Supervisor Item No. 2548A NM 103D Non-Represented
Human Resources Division			
1	Senior Information Systems Contracts Analyst Item No. 2543A NM 107G Non-Represented	1	Administrative Services Manager II Item No. 1003A NM 104A Non-Represented
1	Senior Application Developer Item No. 2525A NM 104L Represented	1	Administrative Services Manager I Item No. 1002A NM 101A Non-Represented
1	Facilities Project Manager I Item No. 4125A 106G Represented	1	Administrative Services Manager I Item No. 1002A NM 101A Non-Represented

INTERNAL SERVICES DEPARTMENT (Continued)

Maintenance and Operations Division

The three (3) subject Assistant Elevator Mechanic positions report to an Elevator Mechanic Supervisor and are responsible for testing and adjusting general operating and safety features of elevators, dumbwaiters, and escalators such as speed, acceleration, leveling, braking, emergency stop, and alarm bell; maintaining and repairing electronic control panels, switches, relays, signal devices, electric motors, generators and related equipment; inspecting, adjusting, maintaining, and repairing hoist motors and machinery, governors, door mechanisms, cables, hydraulic buffers, pumps, brakes, rails, guides and related equipment; performing all fire life safety testing where it pertains to elevator operations; and performing all State, local, and California Division of Occupational Safety and Health (Cal-OSHA) required permit testing. The duties and responsibilities of the subject positions are consistent with Elevator Mechanic, a class that is responsible for performing journey-level elevator and escalator maintenance and repair work. Therefore, we recommend upward reclassification of these positions to Elevator Mechanic.

Operations Division - Information Technology Service

The two (2) subject Computer Operations Duty Manager positions are responsible for monitoring, troubleshooting, and maintaining data centers and Local Area Networks/Wide Area Networks (LAN/WAN) infrastructures. The subject positions provide support for other complex networks, Voice Over Internet Protocol, and server operating systems. The duties meet the classification standards for Network Systems Administrator II, a class responsible for the daily operation and administration of network and server operating system environments. Incumbents in this class perform network monitoring and network administration duties including installing, configuring, troubleshooting, repairing, maintaining, upgrading, monitoring, and evaluating networks to ensure they meet performance requirements. Therefore, we recommend lateral reclassification of these positions to Network Systems Administrator II.

The two (2) subject Computer Operations Duty Manager positions are responsible for the administration of complex networks and servers which includes implementing and configuring network security monitoring. The subject positions provide support to various LAN/WAN systems including mitigating security incidents by implementing complex network security solutions; performs complex network design functions; planning of disaster recovery of networks and related systems; performs complex capacity planning for critical network security functions; and performs complex server and network configuration. The duties meet the allocation criteria for Senior Network Systems Administrator, a class responsible for providing comprehensive support for complex network and server operating systems. Therefore, we recommend upward reclassification of these positions to Senior Network Systems Administrator.

INTERNAL SERVICES DEPARTMENT (Continued)

Operations Division - Information Technology Service (Continued)

The two (2) subject Computer Operator Specialist, five (5) Computer System Operator and two (2) Computer Systems Scheduler II positions provide assistance in analyzing and reporting customer tickets for information technology technical issues associated with network and server-supported applications. The subject positions determine problems identified by customers using various technical systems management and monitoring tools and software; monitor and respond to technical application alerts; provide technical support services; and assist in the support of computing systems, network security monitoring, applications performance monitoring, and cloud-based systems monitoring. Positions allocated to the Information Technology Technical Support Analyst I class provide a full range of technical support services in information technology including installation, configuration, testing, troubleshooting and repair of hardware, software, networking and applications. Incumbents are responsible for installing, servicing and moving computers, printers, servers, networking devices, storage devices and related equipment. The duties of the subject positions are consistent with those of the Information Technology Technical Support Analyst I classification. Therefore, we recommend upward reclassification of these subject positions to Information Technology Technical Support Analyst I.

The four (4) subject Computer Operator Specialist, one (1) Computer System Operator and one (1) Information Systems Support Analyst II positions provide more complex technical support to customers with issues associated with network and server supported applications; analyze more complex user problems related to networks, mainframes, and cloud-based applications; and respond to user problems which affect multiple applications. The subject positions also perform dashboard monitoring of information technology devices relating to environmental and building infrastructure systems; and respond to advanced threat portal security alerts. Positions allocated to the Information Technology Technical Support II class perform a full range of journey-level technical information technology support duties and services. This includes more complex installations and configurations of hardware and software networks and applications, as well as more complex testing, troubleshooting and repair of such networks and applications. The duties of the subject positions are consistent with those of the Information Technology Technical Support Analyst II class. Therefore, we recommend upward reclassification of the Computer Operator Specialist and Computer System Operator positions and downward reclassification of the Information Systems Support Analyst II positions to Information Technology Technical Support Analyst II.

INTERNAL SERVICES DEPARTMENT (Continued)

Operations Division - Information Technology Service (Continued)

The three (3) subject Computer Operator Specialist positions perform centralized monitoring of data center infrastructures and provide technical support to ISD managed data centers. This work includes providing testing of and generating reports related to networks such as CiscoWorks, Syslog, and NetScout; assisting with network security monitoring; and mitigating security incidents by implementing network security solutions. Positions allocated to the Network Systems Administrator I class assist in the daily operation and administration of network and server operating system environments. Incumbents troubleshoot, maintain, and monitor the performance of networks and servers. The duties of the subject positions are consistent with those of the Network Systems Administrator I class. Therefore, we recommend upward reclassification of these positions to Network Systems Administrator I.

The one (1) subject Information Systems Support Analyst II position provides support with the identification, analysis, documentation, tracking, and resolution of application issues. This work includes conducting unit, modular, and integration testing for application development and modifications following established guidelines. Positions allocated to the Application Developer I class analyze, develop and test application programs or modify existing applications. In addition, these positions assist in the identification, analysis, recording, tracking, and resolution of application problems. The duties of the subject position are consistent with those of the Application Developer I classification. Therefore, we recommend a downward reclassification to Application Developer I.

The five (5) subject Information Systems Support Analyst II and one (1) Senior Information Systems Support Analyst positions code, test, and debug application programs. The subject positions perform journey-level application duties including writing and executing scripts and application language; loading application data for system conversions and database updates; preparing technical documents and user manuals; and performing database management activities for various application systems. Positions allocated to the Application Developer II class perform journey-level work analyzing, designing, evaluating, developing, coding, testing, and maintaining application systems. The duties of the subject positions are consistent with those of the Application Developer II classification. Therefore, we recommend downward reclassification to Application Developer II.

INTERNAL SERVICES DEPARTMENT (Continued)

Operations Division - Information Technology Service (Continued)

The one (1) subject Information Systems Support Analyst II and six (6) Supervisor, Computer Operations positions primarily resolve highly-complex hardware, software, and network connectivity issues while leading lower-level information technology staff. This work includes serving as technical expert and lead for lower-level staff in the areas of data center operations and large-scale laser print operations. The subject positions coordinate work schedules of staff; train and assign work to lower-level staff; and work with vendors and customers to resolve major hardware and software issues. Positions allocated to the Senior Information Technology Technical Support Analyst class provide comprehensive and complex technical support services in information technology, including installation, configuration, testing, troubleshooting, and repair of hardware, software, networking and applications. The duties and responsibilities of the subject positions are consistent with those of the Senior Information Technology Technical Support Analyst class. Therefore, we recommend downward reclassification of the subject Information Systems Support Analyst II position and upward reclassification of the subject Supervisor, Computer Operations positions to Senior Information Technology Technical Support Analyst.

The one (1) subject Section Manager, Information Technology, ISD position serves as a technical expert and a lead position for the Enterprise Operations Section. The subject position resolves highly-complex routing, switching, security and network-related problems and provides technical and administrative supervision to Senior Network Systems Administrators and Network Systems Administrators responsible for monitoring production work running on mainframe or distributed platforms. Positions allocated to the Principal Network Systems Administrator class provide technical leadership and support for complex network and server operating environments; design, implement, and maintain complex networks and related systems; function as a lead for complex network systems administration projects; and often supervise lower-level Network Systems Administrators and other technical staff. The duties of the subject position are consistent with those of the Principal Network Systems Administrator class. Therefore, we recommend downward reclassification to Principal Network Systems Administrator.

INTERNAL SERVICES DEPARTMENT (Continued)

Operations Division - Information Technology Service (Continued)

The one (1) subject Supervising Information Systems Support Analyst position supervises lower-level staff including Senior Application Developers, Application Developers, and Information Technology Technical Support Analysts. The subject position acts as a technical expert for the IBM and mid-range computing production environments for the section and consults with management, customers, and other application developers and support staff; and leads and oversees installations and changes for all application software supported by the section. Positions allocated to the Principal Application Developer class perform highly-specialized and complex information systems and programming work and act as technical experts for the development or maintenance of major systems. Positions in the class also function as a lead for application development projects and may supervise lower-level application development personnel. The duties and responsibilities are consistent with those of the Principal Application Developer classification. Therefore, we recommend an upward reclassification to Principal Application Developer.

Information Technology Shared Services Division

The one (1) subject Information Systems Manager I position supervises information technology staff in the Field Services Section involved in providing complex information technology technical support to customers. Responsibilities include analyzing and monitoring section activities, status of projects, and assignments of staff; evaluating priorities of the section; analyzing workflow, and developing section strategies; delegating and prioritizing service requests; meeting and conferring with executive staff and managers to forecast service needs for customer departments; analyzing budget trends; and developing protocols for large-scale projects. The duties and responsibilities meet the classification standards for Information Technology Supervisor, a class responsible for supervising the activities of an Information Technology section within a departmental centralized information technology organization responsible for providing complex information technology services, including planning, designing, coordinating, developing, implementing, maintaining, and supporting automated information and telecommunication systems. Therefore, we recommend downward reclassification to Information Technology Supervisor.

INTERNAL SERVICES DEPARTMENT (Continued)

Information Technology Shared Services Division (Continued)

The one (1) subject Information Systems Supervisor II position is responsible for providing hosted printer support, including servers and applications; conducting server monitoring and maintenance; performing printer and scanner configuration; providing helpdesk incident and service request support, including support for desktops, laptops, tablets, and virtual desktop hardware and software; monitoring the support ticket tracking system to ensure tickets are in compliance with service level agreements and monitoring overdue requests; providing complex application deployment; and troubleshooting services, application lifecycle support, including development, testing, deployment and retirement. The duties and responsibilities are consistent with the allocation criteria for Senior Network Systems Administrator, a class responsible for providing comprehensive support to complex network and server operating system environments. Incumbents in this class perform a wide-range of network-related duties, including the design, implementation, and maintenance of complex networks, servers and applications. Therefore, we recommend downward reclassification to Senior Network Systems Administrator.

The four (4) subject Information Systems Supervisor I positions are responsible for leading and supervising a team of Senior Information Technology Technical Support Analysts responsible for providing information technology support to County departments; participating in the development, implementation and maintenance of highly-complex information technology systems, including virtual desktop, email systems, centralized desktop, and print services systems; working with technical teams to identify, plan, and implement highly-complex information technology solutions; directing information technology service level security compliance and risk exposure remediation; initiating contract solicitation documents such as Request for Work and statements of work; monitoring vendor delivery performance based on set requirements; and resolving discrepancies, preparing reports, and reviewing and certifying payments for services rendered. The duties and responsibilities are consistent with the classification standards for Information Technology Technical Support Supervisor, a class responsible for supervising a small staff of Information Technology Technical Support Analysts who provide desktop and technical support to departmental information technology users including problem analysis and resolution on hardware and software trouble calls. Therefore, we recommend downward reclassification of the subject positions to Information Technology Technical Support Supervisor.

INTERNAL SERVICES DEPARTMENT (Continued)

Human Resources Division

The one (1) subject Senior Information Systems Contracts Analyst position is responsible for managing staff and operations of the Human Resources (HR) Innovations Unit, including directing, planning, reviewing and evaluating the work of professional HR staff; conducting research, reviewing data and metrics, and preparing reports and recommendations to the Departmental Human Resources Manager and executive management for the implementation of HR process improvements and strategic goals; providing training and guidance to supervisors and managers on the interpretation of County and ISD policies and procedures; and representing the Departmental Human Resources Manager at departmental, countywide and Board initiated program related meetings and events. The duties and responsibilities meet the allocation criteria for Administrative Services Manager II, a class responsible for supervising a unit of analysts responsible for performing a full range of difficult to complex analytical assignments in an administrative functional area and making recommendations on highly-complex issues that impact departmental programs and administrative operations. Therefore, we recommend the downward reclassification to Administrative Services Manager II.

The one (1) subject Senior Application Developer and one (1) Facilities Project Manager I positions are responsible for conducting complex and confidential research and analysis of data and performance metrics; evaluating the effectiveness of current human resources programs and services; preparing written and oral reports of findings and recommendations for process improvements for the department; serving as a technical resource for departmental staff and management on human resources projects aimed at increasing human resources service delivery, accuracy, and timeliness; developing human resources best practices and monitoring programs to ensure compliance with County and department policies and procedures; collaborating with department executives, managers, supervisors, and staff by providing advice and guidance; and presenting research results and analysis to identify solutions to complex issues. The subject positions meet the classification standards for Administrative Services Manager I, a class responsible for performing a full range of difficult to complex analytical assignments and making recommendations on complex issues which directly impact departmental programs and administrative operations. Therefore, we recommend the downward reclassification of these subject positions to Administrative Services Manager I.

MEDICAL EXAMINER-CORONER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Safety Officer Item No. 3036A 98B Represented	1	Safety Officer II Item No. 3039A NM 99E Non-Represented

The subject Safety Officer position reports to the Administrative Deputy I (UC) and is located within the Administrative Services Bureau. The subject position manages the department's Health and Safety Program, which includes illness and accident prevention, accident investigation, and the evaluation, identification, and elimination of environmental health and safety hazards. Duties include researching and setting standards for the implementation and use of safety equipment; providing recommendations for the elimination, preparedness, or mitigation of safety problems, risk, and hazards; preparing, coordinating, and conducting departmental training sessions for all safety programs; conducting worksite inspections, field inspections and monitoring, and auditing to ensure County compliance with federal, State, local regulations; representing the department at meetings with County or other agencies such as Cal/OSHA hearings; developing and revising safety policies or procedures; and reviewing injuries and/or illnesses, accidents, claims, employee suggestions, and investigating incidents.

The duties and responsibilities meet the classification criteria for Safety Officer II, a classification that typically has responsibility for the development and administration of a comprehensive safety and accident prevention program for the medium to large departments with significant risk exposure. While the department is small, the review found that it has significant risk exposure. As such, we recommend the upward reclassification to Safety Officer II.

ATTACHMENT B

MENTAL HEALTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
Antelope Valley Mental Health Clinic			
1	Psychiatric Technician II Item No. 8162A NM 80K Represented	1	Medical Case Worker II Item No. 9002A NM 86F Represented
Office of Public Guardian			
44	Deputy Public Conservator/ Administrator II Item No. 1481A NM 88J Represented	44	Deputy Public Guardian Item No. 1496A NM 90J Represented
16	Deputy Public Conservator/ Administrator II Item No. 1481A NM 88J Represented	16	Senior Deputy Public Guardian Item No. 1497A NM 92J Represented
1	Senior Deputy Public Conservator/Administrator Item No. 1483A NM 90J Represented	1	Deputy Public Guardian Item No. 1496A NM 90J Represented
5	Senior Deputy Public Conservator/Administrator Item No. 1483A NM 90J Represented	5	Principal Deputy Public Guardian Item No. 1498A NM 96J Represented
25	Senior Deputy Public Conservator/Administrator Item No. 1483A NM 90J Represented	25	Senior Deputy Public Guardian Item No. 1497A NM 92J Represented

MENTAL HEALTH (Continued)

No of Pos.	Present Classification	No of Pos.	Classification Findings
Office of Public Guardian (Continued)			
15	Supervising Deputy Public Conservator/Administrator Item No. 1485A NM 94J Represented	15	Supervising Deputy Public Guardian Item No. 1499A NM 98K Represented

Antelope Valley Mental Health Clinic

The subject Psychiatric Technician II position reports to a Mental Health Clinical Supervisor, and functions as a member of a multidisciplinary team tasked with providing services to clients in hospitals, clinics, rehabilitation, residential, or health care facilities. Specifically, the subject position serves as a health navigator tasked with evaluating clients' needs and their ability to access and navigate medical, dental, substance use, mental health, and other supportive services. The duties and responsibilities of the subject position meet the classification criteria for the Medical Case Worker II, a class that is responsible for providing case management and supportive services to clients. Therefore, we recommend upward reclassification to Medical Case Worker II.

Office of Public Guardian

On March 12, 2019, the Board approved the creation of five (5) new classifications as a pivotal first step in the process of restructuring the Office of Public Guardian (OPG). This allowed the Chief Executive Office and the Department of Mental Health to design a new structure within this critical area to better meet the needs of clients served, as well as provide a more consistent workflow design and career progression for the staff assigned to these critical functions. In conjunction with the implementation of the OPG Reorganization Study, we recommend reclassifying 106 positions in Probate, Lanterman-Petris-Short, and Training and Quality Assurance operations, which are defined as the key areas primarily involved with investigating and administering conservatorships, revising and closing cases, and training staff. These reclassification recommendations will help to establish and implement the last phase of critical working/leading, training, and supervising positions in the OPG. Therefore, we recommend lateral and upward reclassification of the classes listed in the above table.

PARKS AND RECREATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Carpenter Item No. 6257A Flat Monthly Rate Represented	1	Painter Item No. 6973A Flat Monthly Rate Represented
1	Grounds Maintenance Worker I Item No. 0352A NM 70L Represented	1	Custodian Supervisor Item No. 6778A NM 74C Represented
1	Plumber Item No. 7269A Flat Monthly Rate Represented	1	Plumber Working Supervisor Item No. 7272A Flat Monthly Rate Represented

The subject Carpenter position performs duties that include evaluating and mitigating gang graffiti; providing timelines for new construction projects; identifying and repairing painting deficiencies; and repairing and painting signs. The duties meet the classification standards for Painter, a class responsible for performing journey-level general painting work that includes a wide variety of skilled interior and exterior painting tasks on buildings, equipment, furniture, signs, and other structures. Therefore, we recommend a downward reclassification to Painter.

The subject Grounds Maintenance Worker I position performs duties that include providing direction, supervision, and progressive discipline to seven (7) Custodians and two (2) Floor Care Specialists; providing recommendations to management regarding equipment, facility, and other modifications; preparing, facilitating, coordinating, tracking, and recording required training programs; and conducting daily, weekly, monthly, and quarterly audits/inspections of all work sites to evaluate compliance with Cal/OSHA requirements. The duties meet the allocation criteria for Custodian Supervisor, a class responsible for supervising the work of a janitorial crew. Therefore, we recommend upward reclassification to Custodian Supervisor.

The subject Plumber position performs duties that include installing plumbing and sewer systems for park construction projects; identifying and repairing plumbing systems' deficiencies; maintaining plumbing systems and sewer lines in compliance with plumbing code requirements and safety guidelines; and directing, inspecting, and evaluating the work of subordinate plumbing staff. The duties meet the classification standards for the Plumbing Working Supervisor, a class responsible for supervising and participating in the work of a crew of five or more journey-level and sub-journey-level positions. Therefore, we recommend upward reclassification to Plumbing Working Supervisor.

PROBATION DEPARTMENT - SUPPORT SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
3	Account Clerk II Item No. 0578A NMV 73L Represented	3	Accounting Technician I Item No. 0642A NM 77B Represented

The subject positions report to an Accountant III and have responsibility for supporting the department in its Medi-Cal Administrative Activities (MAA) and Juvenile Probation Funding (JPF) claiming and revenue collection efforts. Duties include compiling manually recorded data to electronically compute and generate quarterly reports; drafting and preparing detailed, written, location-based Time Study Hours Reports and comparison schedules; analyzing, investigating, and providing recommendations for the resolution of discrepancies and inaccurate reporting; auditing training records, control logs, payroll data, time study results, and secondary documents; and verifying the validity of claimable and non-claimable status by verifying work status with departmental MAA and JPF coordinators. The duties meet the classification standards for the Accounting Technician I, a class that performs paraprofessional accounting work in preparing, processing, reconciling, and maintaining fiscal records. Therefore, we recommend upward reclassification to Accounting Technician I.

ATTACHMENT B**PUBLIC SOCIAL SERVICES**

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Info Tech Technical Support Analyst I Item No. 2545A NM 91D Represented	2	Info Tech Technical Support Analyst II Item No. 2546A NM 95D Represented

The subject positions are located in the department's centralized IT organization and provide technical information technology support services for department staff including installing, configuring, and troubleshooting computer hardware and software issues. Duties include installing, configuring, maintaining and testing computer hardware, software, and identifying and resolving technical problems; conducting customer and support staff technical training and assisting in the development of training and orientation materials; assisting in recommending appropriate hardware and software configurations and standards to meet customer needs; and assisting in coordinating equipment delivery and replacement, software licensing, compliance, and inventory and asset control.

The duties and responsibilities meet the classification standards for Information Technology Technical Support Analyst II, a class that provides a full range of technical information technology support services, including installation, configuration, testing, troubleshooting and repairing of hardware, software, networks and applications in a centralized IT organization. Therefore, we recommend the upward reclassification of these subject positions to Information Technology Technical Support Analyst II.

REGISTRAR-RECORDER/COUNTY CLERK

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Application Developer Item No. 2525A NM 104L Represented	1	Information Technology Security Specialist Item No. 2603A NM 111F Non-Represented
2	Senior Clerk Item No. 1140A NMV 74J Represented	2	Supervising Typist-Clerk Item No. 2219A NMV 75H Represented
3	Senior Typist-Clerk Item No. 2216A NMV 75H Represented	3	Supervising Typist-Clerk Item No. 2219A NMV 75H Represented

The subject Senior Application Developer position is located within the Information Technology Bureau, Network and Voter Systems Division, Network Services Section and reports directly to the Departmental Information Security Officer II. The subject position will develop, revise, and help enforce departmental information technology policies, standards, and guidelines; research information technology security matters; perform vulnerability testing to identify and actively block potential threats; create and maintain an incident response plan; investigate and analyze security incidents; and serve as a member of the Voting Solutions for All People Information Technology Security Network workstream to help protect election systems. The duties and responsibilities meet the classification criteria for the Information Technology Security Specialist, a class that typically functions at an expert-level, as a lead consultant, systems architect, or project manager for a departmental information technology security program. Therefore, we recommend upward reclassification to an Information Technology Security Specialist.

REGISTRAR-RECORDER/COUNTY CLERK (Continued)

The subject Senior Clerk and Senior Typist-Clerk positions report directly to an Election/Recorder Services Supervisor, located within the Recorder/County Clerk Bureau, Public Records Division, Birth, Death, and Marriage Section, where the subject positions plan daily work assignments and arrange work schedules of clerical staff. The subject positions review the work of subordinate staff to ensure accuracy and technical competence; prepare monthly activity reports for management; and perform specialized duties such as, allocating monies to the window clerk staff, reconciling cash drawers, and authorizing cashier functions in the Joint Enterprise Development Infrastructure database. The duties and responsibilities meet the classification criteria for the Supervising Typist-Clerk, a class that typically supervises clerical staff and performs a wide variety of general and specialized clerical work, including typing duties. Therefore, we recommend upward reclassification of the subject Senior Clerk positions and lateral reclassification of the subject Senior Typist-Clerk positions to Supervising Typist-Clerks.

SHERIFF DEPARTMENT – GENERAL SUPPORT SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Administrative Services Manager III Item No. 1004A NM 113L Non-Represented	1	Administrative Services Manager II Item No. 1003A NM 104A Non-Represented

The subject Administrative Services Manager (ASM) III position reports to an Assistant Director, Bureau Operations, Sheriff, and is responsible for managing, through subordinate supervisors, the Fiscal, Operations, and Contract and Lease Units within the Facilities Planning Bureau, as well as providing administrative and technical supervision to a Construction Cost Estimator position. Based on the review of the organizational structure and the scope of responsibilities of the subject ASM III position, the work of the subject position is more consistent with the class concept of the ASM II classification. Therefore, we recommend downward reclassification to Administrative Services Manager II.

TREASURER AND TAX COLLECTOR

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Administrative Assistant III Item No. 0889A NM 93H Represented	2	Management Analyst Item No. 1848A NM 94B Non-Represented

The first subject Administrative Assistant III position reports directly to an Administrative Services Manager II and is located within the Administration Branch, Personnel Section, Operations/Exams Unit. The subject position produces confidential and sensitive Performance Evaluation reports, coordinates their dissemination to management, and ensures that work plans are within the scope of the employee's classification; provides technical support to management regarding the interpretation of the County Code, Interpretive Manual and other policies and procedures; administers examinations; conducts job analyses; develops exam plans and bulletins; reviews applications; promulgates eligible lists; and produces exam reports. The duties and responsibilities meet the classification criteria for the Management Analyst, a class when assigned to a human resources office, typically advises management regarding confidential issues and the interpretation of Civil Service Rules and departmental policies and procedures. Therefore, we recommend upward reclassification to Management Analyst.

The second subject Administrative Assistant III position reports directly to an Administrative Services Manager II and is located within the Administration Branch, Contracts Section. The subject position analyzes, develops, and formulates documents for contract solicitations, such as, Contract Renewal Letters, Contract Amendments, and End of Contract Letters; analyzes sensitive and confidential contracts and makes recommendations to management regarding solicitations and terms; maintains the integrity and confidentiality of documents; prepares correspondence and interacts with various external departments; and provides technical support to management regarding the interpretation of State, local, and federal laws and regulations regarding contract-related information. The duties and responsibilities of the subject position meet the classification criteria for the Management Analyst, a class when assigned to a Contracts Office, typically conducts complex contract feasibility and cost analysis studies, and prepares reports to make recommendations. Therefore, we recommend upward reclassification to Management Analyst.

ANALYSIS

This ordinance amends Title 6 - Salaries of the Los Angeles County Code by:

- Deleting five (5) employee classifications;
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Animal Care and Control, Children and Family Services, Fire, Health Services, Internal Services, Medical Examiner-Coroner, Mental Health, Parks and Recreation, Probation, Public Social Services, Registrar-Recorder/County Clerk, Sheriff, and Treasurer and Tax Collector.

MARY C. WICKHAM
County Counsel

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

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries of the Los Angeles County Code to delete five (5) employee classifications; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

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

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to delete the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
8467	CHIEF CURATOR,NATURAL HISTORY	10/01/2018	NM	111F
		10/01/2019	NM	112E
		01/01/2020	NM	112J
		10/01/2020	NM	113H
		01/01/2021	NMO	113H
3407	CHF,TELECOMMUNICATIONS FRANCHISING	10/01/2018	NM	110L
		10/01/2019	NM	111K
		01/01/2020	NM	112C
		10/01/2020	NM	113B
		01/01/2021	NMO	113B
8425	EXHIBITS DESIGNER	10/01/2018	NM	88G
		10/01/2019	NM	89B
		01/01/2020	NM	89F
		10/01/2020	NM	90E
		01/01/2021	NMO	90E
9278	HEAD DEPUTY DA,EMPL RELATIONS(UC)	10/01/2018	N23	R17
		10/01/2019	N23	R17
		01/01/2020	N23	R17
		10/01/2020	N23	R17
		01/01/2021	N23	R17

3402	TELECOMMUNICATIONS LICENSING ANA	10/01/2018	NM	95J
		10/01/2019	NM	96H
		01/01/2020	NM	97A
		10/01/2020	NM	97L
		01/01/2021	NMO	97L

SECTION 2. Section 6.34.010 (Department of Animal Care and Control) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2595A	4	INFORMATION SYSTEMS SUPERVISOR I

SECTION 3. Section 6.34.010 (Department of Animal Care and Control) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2593A</u>	<u>1</u>	<u>SENIOR INFORMATION SYSTEMS ANALYST</u>

SECTION 4. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
3036A	4	SAFETY OFFICER

SECTION 5. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>3039A</u>	<u>1</u>	<u>SAFETY OFFICER II</u>

SECTION 6. Section 6.53.010 (Department of Children and Family Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2575A</u>	<u>4</u>	<u>DEPTL CHIEF INFORMATION OFFICER I</u>

SECTION 7. Section 6.53.010 (Department of Children and Family Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2576A</u>	<u>1</u>	<u>DEPTL CHIEF INFORMATION OFFICER II</u>

SECTION 8. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9085A	424	<u>123</u>	ASST REGIONAL ADMINISTRATOR,CFS
9088A	54	<u>52</u>	CHILDREN SERVICES ADMINISTRATOR III
9108A	20	<u>21</u>	DIVISION CHIEF,CHILD & FAMILY SERVS
9103A	46	<u>15</u>	REGIONAL ADMINISTRATOR,CFS

SECTION 9. Section 6.76.011 (Fire Department – Administrative) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0898A	4		SUPVG ADMINISTRATIVE ASSISTANT III

SECTION 10. Section 6.76.011 (Fire Department – Administrative) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1003A	5	<u>6</u>	ADMINISTRATIVE SERVICES MANAGER II

SECTION 11. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5529A	4	PHARMACY SERVICES CHIEF II
1340A	3	SUPERVISING PAYROLL CLERK III

SECTION 12. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5525A</u>	<u>1</u>	<u>ASST CHIEF, PHARMACY SERVS, MED CTR</u>
<u>1341A</u>	<u>3</u>	<u>SUPERVISING PAYROLL CLERK IV</u>

SECTION 13. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5802A	-4 <u>3</u>	NUCLEAR MEDICINE TECHNOLOGIST I
5803A	3 <u>4</u>	NUCLEAR MEDICINE TECHNOLOGIST II

SECTION 14. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5837A	11 <u>9</u>	PHYSICAL THERAPIST I
5839A	4 <u>6</u>	PHYSICAL THERAPIST II

SECTION 15. Section 6.81.010 (Internal Services Department) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6502A	3	ASSISTANT ELEVATOR MECHANIC
2509A	4	COMPUTER OPERATIONS DUTY MANAGER
2492A	9	COMPUTER OPERATOR SPECIALIST
2490A	6	COMPUTER SYSTEM OPERATOR
2503A	2	COMPUTER SYSTEMS SCHEDULER II
2573A	1	INFORMATION SYSTEMS MANAGER I
2596A	1	INFORMATION SYSTEMS SUPERVISOR II
2543A	1	SR INFO SYSTEMS CONTRACTS ANALYST
2537A	1	SUPVGR INFO SYSTEMS SUPPORT ANALYST
2507A	6	SUPERVISOR, COMPUTER OPERATIONS

SECTION 16. Section 6.81.010 (Internal Services Department) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2520A</u>	<u>1</u>	<u>APPLICATION DEVELOPER I</u>

SECTION 17. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	47 <u>19</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	36 <u>37</u>	ADMINISTRATIVE SERVICES MANAGER II
2521A	23 <u>29</u>	APPLICATION DEVELOPER II
6504A	8 <u>11</u>	ELEVATOR MECHANIC
4125A	8 <u>7</u>	FACILITIES PROJECT MANAGER I
2595A	5 <u>1</u>	INFORMATION SYSTEMS SUPERVISOR I
2535A	44 <u>3</u>	INFO SYSTEMS SUPPORT ANALYST II
2598A	4 <u>2</u>	INFORMATION TECHNOLOGY SUPERVISOR
2545A	45 <u>24</u>	IT TECHNICAL SUPPORT ANALYST I
2546A	40 <u>16</u>	IT TECHNICAL SUPPORT ANALYST II
2548A	7 <u>11</u>	IT TECHNICAL SUPPORT SUPERVISOR
2558A	4 <u>7</u>	NETWORK SYSTEMS ADMINISTRATOR I
2559A	29 <u>31</u>	NETWORK SYSTEMS ADMINISTRATOR II
2526A	74 <u>72</u>	PRINCIPAL APPLICATION DEVELOPER

2561A	8	<u>9</u>	PRINCIPAL NETWORK SYSTEMS ADMIN
2578A	36	<u>35</u>	SECTION MGR,INFO TECHNOLOGY,ISD
2525A	134	<u>133</u>	SENIOR APPLICATION DEVELOPER
2536A	5	<u>4</u>	SENIOR INFO SYSTEMS SUPPORT ANALYST
2547A	56	<u>63</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2560A	44	<u>44</u>	SR NETWORK SYSTEMS ADMINISTRATOR

SECTION 18. Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1481A	60	DEPUTY PUBLIC CONSERVATOR/ADMR II
1483A	31	SENIOR DEPUTY PUBLIC CONS/ADMR
1485A	15	SUPVG DEPUTY PUBLIC CONS/ADMR

SECTION 19. Section 6.86.010 (Department of Mental Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1496A</u>	<u>45</u>	<u>DEPUTY PUBLIC GUARDIAN</u>
<u>1498A</u>	<u>5</u>	<u>PRINCIPAL DEPUTY PUBLIC GUARDIAN</u>
<u>1497A</u>	<u>41</u>	<u>SENIOR DEPUTY PUBLIC GUARDIAN</u>
<u>1499A</u>	<u>15</u>	<u>SUPERVISING DEPUTY PUBLIC GUARDIAN</u>

SECTION 20. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6778A</u>	<u>1</u>	<u>CUSTODIAN SUPERVISOR</u>
<u>7272A</u>	<u>1</u>	<u>PLUMBER WORKING SUPERVISOR</u>

SECTION 21. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6257A	42 <u>11</u>	CARPENTER
0352A	424 <u>123</u>	GROUNDS MAINTENANCE WORKER I
6973A	43 <u>14</u>	PAINTER
7269A	20 <u>19</u>	PLUMBER

SECTION 22. Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	24 <u>18</u>	ACCOUNT CLERK II
0642A	5 <u>8</u>	ACCOUNTING TECHNICIAN I

SECTION 23. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2545A	98 <u>96</u>	IT TECHNICAL SUPPORT ANALYST I
2546A	8 <u>10</u>	IT TECHNICAL SUPPORT ANALYST II

SECTION 24. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2603A</u>	<u>1</u>	<u>IT SECURITY SPECIALIST</u>

SECTION 25. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2525A	7 <u>6</u>	SENIOR APPLICATION DEVELOPER
1140A	27 <u>25</u>	SENIOR CLERK
2216A	97 <u>94</u>	SENIOR TYPIST-CLERK
2219A	40 <u>15</u>	SUPERVISING TYPIST-CLERK

SECTION 26. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1003A	3	<u>4</u>	ADMINISTRATIVE SERVICES MANAGER II
1004A	5	<u>4</u>	ADMINISTRATIVE SERVICES MANAGER III

SECTION 27. Section 6.126.010 (Treasurer and Tax Collector) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0889A	7	<u>5</u>	ADMINISTRATIVE ASSISTANT III
1848A	3	<u>5</u>	MANAGEMENT ANALYST

SECTION 28. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[GENRECLASS6280502020KPCEO]

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	7/15/2020	
BOARD MEETING	8/4/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes X No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	CEO and Registrar Recorder/County Clerk	
SUBJECT	RESPONSES TO THE 2019-2020 CIVIL GRAND JURY INTERIM REPORT RECOMMENDATIONS- "MAYBE I VOTED"	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes X No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The Board has 60 days to respond to the Civil Grand Jury as per Section 933 (b) of the California Penal Code	
COST & FUNDING	Total cost: \$0	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist)	On June 5, 2020, the 2019-2020 Civil Grand Jury released its Interim Report "Maybe I Voted?" containing findings and recommendations directed to the Board, Chief Executive Officer (CEO), and Registrar-Recorder/County Clerk (RR/CC). The CEO and RR/CC has reported back on the Civil Grand Jury recommendations and these responses are attached as the County's official response to the 2019-2020 Civil Grand Jury Interim Report "Maybe I Voted?"	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Cheri Thomas, CEO: cthomas@ceo.lacounty.gov or 213-974-1326	



County of Los Angeles CHIEF EXECUTIVE OFFICE

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

SACHI A. HAMAI
Chief Executive Officer

August 4, 2020

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

Dear Supervisors:

RESPONSES TO THE 2019-2020 CIVIL GRAND JURY INTERIM REPORT RECOMMENDATIONS - "MAYBE I VOTED?" (ALL DISTRICTS) (3 VOTES)

SUBJECT

Approval of the Los Angeles County (County) responses to the recommendations of the 2019-2020 Los Angeles County Civil Grand Jury (CGJ) Interim Report "Maybe I Voted?" and the transmittal of responses to the CGJ, as well as the Superior Court, upon approval by the County Board of Supervisors (Board).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the responses to the recommendations of the 2019-2020 Los Angeles County Civil Grand Jury Interim Report "Maybe I Voted?" that pertain to County government matters under the control of the Board.
2. Instruct the Executive Officer of the Board of Supervisors to transmit copies of this report to the Civil Grand Jury, upon approval by the Board.
3. Instruct the Executive Officer of the Board of Supervisors to file a copy of this report with the Superior Court, upon approval by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Section 933 (b) of the California Penal Code establishes that the county boards of supervisors shall comment on grand jury findings and recommendations which pertain to county government matters under control of those boards.

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

On June 5, 2020, the 2019-2020 Civil Grand Jury released its Interim Report "Maybe I Voted?" containing findings and recommendations directed to the Board, Chief Executive Officer (CEO), and Registrar-Recorder/County Clerk (RR/CC). The CEO and RR/CC has reported back on the Civil Grand Jury recommendations and these responses are attached as the County's official response to the 2019-2020 Civil Grand Jury Interim Report "Maybe I Voted?"

Recommendations that make reference to non-County agencies have been referred directly by the Civil Grand Jury to those entities.

Implementation of Strategic Plan Goals

The recommendations and responses are consistent with all three of the County Strategic Plan Goals.

Goal No. 1 - Make Investments that Transform Lives:

We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

Goal No. 2 - Foster Vibrant and Resilient Communities:

Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering agencies supporting vibrant communities.

Goal No. 3 - Realize Tomorrow's Government Today:

Our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/FINANCING

Any additional costs will be considered in the appropriate budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Certain Civil Grand Jury recommendations may require additional financing resources. The Department will assess the need for additional funding during the Fiscal Year 2020-2021 budget cycle and beyond, as appropriate.

ENVIRONMENTAL DOCUMENTATION

N/A

CONTRACTING PROCESS

N/A

IMPACT ON CURRENT SERVICES (OR PROJECTS)

N/A

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD
TJM:CT:ma

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Registrar Recorder/County Clerk



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
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Board of Supervisors
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First District

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Second District

SHEILA KUEHL
Third District

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Fourth District

KATHRYN BARGER
Fifth District

June 24, 2020

To: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

From: Sachi A. Hamai
Chief Executive Officer

2019-2020 LOS ANGELES CIVIL GRAND JURY INTERIM REPORT "MAYBE I VOTED?"

Attached are responses to the 2019-2020 Civil Grand Jury Interim Report "Maybe I Voted?"

Attachment A represents the Board of Supervisors, Attachment B represents the Chief Executive Officer's responses and Attachment C represents the Registrar Recorder/County Clerk's responses.

If you have any questions regarding our responses, please contact me, or your staff may contact Cheri Thomas, by phone at (213) 974-1326 or by email at cthomas@ceo.lacounty.gov.

SAH:FAD
TJM:CT:ma

Attachments

c: Registrar-Recorder/County Clerk

RESPONSE TO THE CIVIL GRAND JURY INTERIM REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY INTERIM REPORT RECOMMENDATIONS FOR MAYBE I VOTED?

RECOMMENDATION NO. 12.1

The Committee recommends that all schools that are designated as a Vote Center must have a separate secure area with a separate entrance so that the public does not come in contact with the children.

RESPONSE

Agree. This recommendation has been implemented. The Registrar-Recorder/County Clerk (RR/CC) already works with schools to identify a facility/room on each campus that satisfies operational needs while strictly maintaining student safety. The California State Legislature has adopted policies encouraging the use of schools as voting locations. The RR/CC has no record of incidents where student safety or election integrity has been compromised by locating voting operations in a school. Imposing additional requirements may result in the inability of schools, which voters know have long served as polling places in Los Angeles County, to participate as vote centers. Schools are a critical partner/source for vote centers.

RECOMMENDATION NO. 12.2

The Committee recommends that the Registrar submit to the Board, with a copy to the Committee, a written document outlining the specifics of the security and chain-of-custody protocols of the ballots and the entire VSAP system at each Vote Center.

RESPONSE

Disagree. This recommendation will not be implemented. The RR/CC maintains documented chain-of-custody protocols and procedures plans. County Counsel has reviewed the protocols and plans and has advised that the contents should not be made public. Doing so may put the security of the voting system at risk.

The VSAP Voting System Use Procedures, which are filed with the Secretary of State, address compliance with legally required chain-of-custody provisions. The Use Procedures were reviewed by the Secretary of State as part of the voting system's certification.

RECOMMENDATION NO.12.3

The Committee recommends that the Registrar submit a specific written plan that guarantees the resolution of all 51 conditions issued by the State. (See Conditional Certifications, Secretary of State.) This plan shall be submitted to the Board and the Committee for their review within 90 days of receipt of this report.

RESPONSE

Partially agree. This recommendation has been implemented. The Secretary of State oversees the County's adherence to certification conditions. All voting systems certifications issued by the Secretary of State are conditional. A number of the conditions referenced above are boilerplate conditions for all voting systems in California. Some of the conditions referenced in the certification required action prior to and during the election. Others require date-specific, post-election action and/or reporting. The County is fully complying with the conditions and any required report will be made public. Any conditions requiring review and testing by the Secretary of State are in process, and the system will be subject to re-certification prior to the November 2020 General Election.

RECOMMENDATION NO.12.4

The Committee recommends that, at the end of an election period, each poll worker complete a survey about their experience with the processes that are in place for staffing, training, equipment, supplies, security, and voter interaction. Surveys shall be sent to the Board for action in two weeks.

RESPONSE

Agree. This recommendation has been implemented. Three election worker surveys were completed following the March 2020 election: one was specific to training; one was more general to Election Worker experiences across the board; and another was specifically targeted to Vote Center leads. The complete survey results are in the publicly available RR/CC report to the Board of Supervisors.

RECOMMENDATION NO.12.5

The Committee recommends that the Registrar increase County lead staff at Large Vote Centers from one employee to two. Insufficient lead staff substantially decreases efficiency of the voting process.

RESPONSE

Agree. This recommendation is in the process of being implemented. The Board of Supervisors defers to the RR/CC for details on implementation.

RECOMMENDATION NO.12.6

The Committee recommends the Registrar require one IT tech stationed at each Vote Center location on Election Day. If possible, an IT tech would be assigned the entire November General Election period at Large Vote Centers.

RESPONSE

Partially agree. This recommendation requires further analysis to be completed by the end of July 2020. The Board of Supervisors defers to the RR/CC for details on the analysis.

RECOMMENDATION NO.12.7

The Committee recommends, that in addition to the mail-in option, the Registrar have an alternate means of voting throughout the County for the next three general elections. The VSAP must be deemed secure and operating properly, at that time, for the County to continue using it.

RESPONSE

Agree. This recommendation has been implemented. California Elections Law requires, and the RR/CC will continue, to provide in-person voting options in addition to mailing a ballot to every eligible registered voter in each election. In-person, accessible voting using Ballot Marking Devices is available at RR/CC headquarters in Norwalk as early as 29 days prior to an election and at Vote Centers for 11 days.

For the November 2020 General Election, due to the ongoing State of Emergency caused by COVID-19, the Governor has issued an Executive Order amending the requirement for Vote Centers to be opened for a minimum of four days instead of eleven days, while encouraging counties to open Vote Centers earlier where feasible and as conditions allow to encourage voter access and participation. The RR/CC is reviewing data and working with community stakeholders to develop a comprehensive plan for the General Election based on the Governor's Executive Order.

RECOMMENDATION NO.12.8

The Committee recommends that the Registrar clearly identify where the drop-off locations are for mail-in ballots. Signage at Vote Centers did not indicate a drop-box location for completed ballots, nor a sign that those with completed ballots were not required to stand in line.

RESPONSE

Agree. This recommendation is in the process of being implemented. The Board of Supervisors defers to the RR/CC for details on implementation.

RECOMMENDATION NO.12.9

The Committee recommends that Curbside Voting and a reserved handicap parking space be clearly identified at each Vote Center, with signage indicating the phone number to call. In addition, instructions on Curbside Voting must be clearly explained in election materials prior to the election period.

RESPONSE

Agree. This recommendation is in the process of being implemented. The Board of Supervisors defers to the RR/CC for details on implementation.

RECOMMENDATION NO.12.10

The Committee recommends that on the weekend before Election Day, and on Election Day, transportation throughout the County be free to the voting public so that those individuals without transportation can make it to a Vote Center. This is critical to voter participation.

RESPONSE

Partially agree. This recommendation has been implemented. The County already works with transportation partners to encourage free transportation to voting sites. That decision ultimately lies with each transportation agency. The Los Angeles Metro Transit Board authorized free transit for voting on Election Day in March 2020. The RR/CC reached out to private ride-share services (Lyft and Uber) as part of an effort to provide Election Day discounts for rides to Vote Centers during the March 2020 election.

RECOMMENDATION NO.12.11

The Committee recommends that at each Large Vote Center there be adequate and sufficient e-Polls in order to prevent bottleneck/congestion/chaos at check in.

RESPONSE

Agree. This recommendation requires further analysis to be completed in July 2020. The Board of Supervisors defers to the RR/CC for details on the analysis.

RECOMMENDATION NO.12.12

The Committee recommends that all workers assigned to use the e-Poll have basic electronic skills which will enable the worker to quickly and effectively locate the name of the voter.

RESPONSE

Agree. This recommendation is in the process of being implemented. The Board of Supervisors defers to the RR/CC for details on implementation.

RESPONSE TO THE CIVIL GRAND JURY INTERIM REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

2019-2020 CIVIL GRAND JURY INTERIM REPORT RECOMMENDATIONS FOR MAYBE I VOTED?

RECOMMENDATION NO. 12.1

The Committee recommends that all schools that are designated as a Vote Center must have a separate secure area with a separate entrance so that the public does not come in contact with the children.

RESPONSE

Agree. This recommendation has been implemented. The CEO agrees with the response provided by the Board of Supervisors.

RECOMMENDATION NO. 12.2

The Committee recommends that the Registrar submit to the Board, with a copy to the Committee, a written document outlining the specifics of the security and chain-of-custody protocols of the ballots and the entire VSAP system at each Vote Center.

RESPONSE

Disagree. This recommendation will not be implemented. The CEO agrees with the response provided by the Board of Supervisors.

RECOMMENDATION NO. 12.3

The Committee recommends that the Registrar submit a specific written plan that guarantees the resolution of all 51 conditions issued by the State. (See Conditional Certifications, Secretary of State.) This plan shall be submitted to the Board and the Committee for their review within 90 days of receipt of this report.

RESPONSE

Partially agree. This recommendation has been implemented. The CEO defers to the response provided by the Board of Supervisors.

RECOMMENDATION NO. 12.4

The Committee recommends that, at the end of an election period, each poll worker complete a survey about their experience with the processes that are in place for staffing, training, equipment, supplies, security, and voter interaction. Surveys shall be sent to the Board for action in two weeks.

RESPONSE

Agree. This recommendation has been implemented. The CEO agrees with the response provided by the Board of Supervisors.

RECOMMENDATION NO.12.5

The Committee recommends that the Registrar increase County lead staff at Large Vote Centers from one employee to two. Insufficient lead staff substantially decreases efficiency of the voting process.

RESPONSE

Agree. This recommendation is in the process of being implemented. The CEO defers to the RR/CC for details on implementation.

RECOMMENDATION NO.12.6

The Committee recommends the Registrar require one IT tech stationed at each Vote Center location on Election Day. If possible, an IT tech would be assigned the entire November General Election period at Large Vote Centers.

RESPONSE

Partially agree. This recommendation requires further analysis to be completed by the end of July 2020. The CEO defers to RR/CC's response for details on the analysis.

RECOMMENDATION NO.12.7

The Committee recommends that in addition to the mail-in option, the Registrar have an alternate means of voting throughout the County for the next three general elections. The VSAP must be deemed secure and operating properly, at that time, for the County to continue using it.

RESPONSE

Agree. This recommendation has been implemented. The CEO agrees with the response provided by the Board of Supervisors.

RECOMMENDATION NO.12.8

The Committee recommends that the Registrar clearly identify where the drop-off locations are for mail-in ballots. Signage at Vote Centers did not indicate a drop-box location for completed ballots, nor a sign that those with completed ballots were not required to stand in line.

RESPONSE

Agree. This recommendation is in the process of being implemented. The CEO defers to the RR/CC for details on implementation.

RECOMMENDATION NO.12.9

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to call. In addition, instructions on Curbside Voting must be clearly explained in election materials prior to the election period.

RESPONSE

Agree. This recommendation is in the process of being implemented. The CEO defers to the RR/CC for details on implementation.

RECOMMENDATION NO.12.10

The Committee recommends that on the weekend before Election Day, and on Election Day, transportation throughout the County be free to the voting public so that those individuals without transportation can make it to a Vote Center. This is critical to voter participation.

RESPONSE

Partially agree. This recommendation has been implemented. The CEO agrees with the response provided by the Board of Supervisors.

RECOMMENDATION NO.12.11

The Committee recommends that at each Large Vote Center there be adequate and sufficient e-Polls in order to prevent bottleneck/congestion/chaos at check in.

RESPONSE

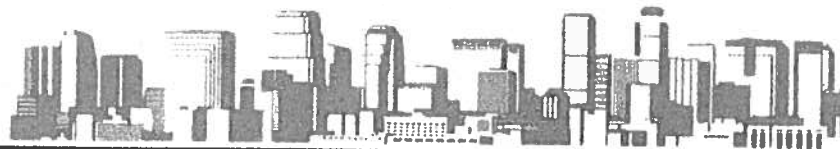
Agree. This recommendation requires further analysis to be completed in July 2020. The CEO defers to the RR/CC for details on the analysis.

RECOMMENDATION NO.12.12

The Committee recommends that all workers assigned to use the e-Poll have basic electronic skills which will enable the worker to quickly and effectively locate the name of the voter.

RESPONSE

Agree. This recommendation is in the process of being implemented. The CEO defers to the RR/CC for details on implementation.



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

June 22, 2020

TO: Sachi A. Hamai
Chief Executive Office

FROM: Dean C. Logan *Dean*
Registrar-Recorder/County Clerk

**2019-2020 CIVIL GRAND JURY INTERIM REPORT RECOMMENDATIONS FOR
MAYBE I VOTED**

Attached is the Registrar-Recorder/County Clerk and Senior Staff's response to the 2019-2020 Civil Grand Jury Interim Report recommendations for Maybe I Voted.

Should you have any questions or require additional information, you may contact me at (562) 462-2716 or email dlogan@rrcc.lacounty.gov.

Attachment

RESPONSE TO THE CIVIL GRAND JURY INTERIM REPORT

COUNTY OF LOS ANGELES REGISTRAR RECORDER/COUNTY CLERK

2019-2020 CIVIL GRAND JURY INTERIM REPORT RECOMMENDATIONS FOR MAYBE I VOTED?

RECOMMENDATION NO. 12.1

The Committee recommends that all schools that are designated as a Vote Center must have a separate secure area with a separate entrance so that the public does not come in contact with the children.

RESPONSE

Agree. This recommendation has been implemented. The RR/CC already works with schools to identify a facility/room on each campus that satisfies operational needs while strictly maintaining student safety. The California State Legislature has adopted policies encouraging the use of schools as voting locations. The RR/CC has no record of incidents where student safety or election integrity has been compromised by locating voting operations in a school. Imposing additional requirements may result in the inability of schools, which voters know have long served as polling places in Los Angeles County, to participate as vote centers. Schools are a critical partner/source for vote centers.

RECOMMENDATION NO. 12.2

The Committee recommends that the Registrar submit to the Board, with a copy to the Committee, a written document outlining the specifics of the security and chain-of-custody protocols of the ballots and the entire VSAP system at each Vote Center.

RESPONSE

Disagree. This recommendation will not be implemented. The RR/CC maintains documented chain-of-custody protocols and procedures plans. County Counsel has reviewed the protocols and plans and has advised that the contents should not be made public. Doing so may put the security of the voting system at risk.

The VSAP Voting System Use Procedures, which are filed with the Secretary of State, address compliance with legally required chain-of-custody provisions. The Use Procedures were reviewed by the Secretary of State as part of the voting system's certification.

RECOMMENDATION NO.12.3

The Committee recommends that the Registrar submit a specific written plan that guarantees the resolution of all 51 conditions issued by the State. (See Conditional Certifications, Secretary of State.) This plan shall be submitted to the Board and the Committee for their review within 90 days of receipt of this report.

RESPONSE

Partially agree. This recommendation has been implemented. The Secretary of State oversees the County's adherence to certification conditions. All voting systems certifications issued by the Secretary of State are conditional. A number of the conditions referenced above are boilerplate conditions for all voting systems in California. Some of the conditions referenced in the certification required action prior to and during the election. Others require date-specific, post-election action and/or reporting. The County is fully complying with the conditions and any required report will be made public. Any conditions requiring review and testing by the Secretary of State are in process and the system will be subject to re-certification prior to the November 2020 General Election.

RECOMMENDATION NO.12.4

The Committee recommends that, at the end of an election period, each poll worker complete a survey about their experience with the processes that are in place for staffing, training, equipment, supplies, security, and voter interaction. Surveys shall be sent to the Board for action in two weeks.

RESPONSE

Agree. This recommendation has been implemented. Three election worker surveys were actually completed following the March election; one was specific to training, one was more general to Election Worker experiences across the board and another was specifically targeted to Vote Center leads. The complete survey results are in the publicly available RR/CC report to the Board of Supervisors.

RECOMMENDATION NO.12.5

The Committee recommends that the Registrar increase County lead staff at Large Vote Centers from one employee to two. Insufficient lead staff substantially decreases efficiency of the voting process.

RESPONSE

Agree. This recommendation is in the process of being implemented. This issue is addressed in the publicly available RR/CC report to the Board of Supervisors. The RR/CC, in conjunction with the outside, independent consultant hired in response to a request by the Board of Supervisors, is evaluating the staffing model. The RR/CC and the outside, independent consultant found that most of the staffing issues were the result of a late start to recruitment, inefficient recruitment, and the lack of a tracking tool. The RR/CC, in conjunction with the aforementioned entities above, is adjusting staffing levels at vote centers and is developing a web-based wait time tracking tool for voters use in the November General Election.

RECOMMENDATION NO.12.6

The Committee recommends the Registrar require one IT tech stationed at each Vote Center location on Election Day. If possible, an IT tech would be assigned the entire November General Election period at Large Vote Centers.

RESPONSE

Partially agree. This recommendation requires further analysis to be completed by the end of July 2020. The RR/CC is evaluating its Field Tech Support model; however, the department has committed to the assignment of Field Support Tech at a minimum ratio of no fewer than one per two Vote Centers. This issue, including the potential outsourcing of this function, is discussed in greater detail in the publicly available RR/CC report to the Board of Supervisors.

RECOMMENDATION NO.12.7

The Committee recommends, that in addition to the mail-in option, the Registrar have an alternate means of voting throughout the County for the next three general elections. The VSAP must be deemed secure and operating properly, at that time, for the County to continue using it.

RESPONSE

Agree. This recommendation has been implemented. California Elections Law requires, and the RR/CC will continue to provide in-person voting options in addition to mailing a ballot to every eligible registered voter in each election. In-person, accessible voting using Ballot Marking Devices is available at RR/CC headquarters in Norwalk as early as 29 days prior to an election and at Vote Centers for 11 days.

For the November 2020 General Election, due to the ongoing State of Emergency caused by COVID-19, the Governor has issued an Executive Order amending the requirement for Vote Centers to be opened for a minimum of four days instead of eleven days, while encouraging counties to open Vote Centers earlier where feasible and as conditions allow to encourage voter access and participation. The RR/CC is reviewing data and working with community stakeholders to develop a comprehensive plan for the General Election based on the Governor's Executive Order.

RECOMMENDATION NO.12.8

The Committee recommends that the Registrar clearly identify where the drop-off locations are for mail-in ballots. Signage at Vote Centers did not indicate a drop-box location for completed ballots, nor a sign that those with completed ballots were not required to stand in line.

RESPONSE

Agree. This recommendation is in the process of being implemented. There is a Line Monitor at each Vote Center and that person has been trained to direct voters who simply want to drop off a voted ballot. The RR/CC is exploring how to add more signage. Additional information on ballot drop-off options will be included in the Vote by Mail ballot packets mailed to each voter in all future elections.

RECOMMENDATION NO.12.9

The Committee recommends that Curbside Voting and a reserved handicap parking space be clearly identified at each Vote Center, with signage indicating the phone number to call. In addition, instructions on Curbside Voting must be clearly explained in election materials prior to the election period.

RESPONSE

Agree. This recommendation is in the process of being implemented. The RR/CC already provides a reserved handicap spot and signage with a telephone number for curbside voting on Election Day. We will evaluate how to make signage more visible and to validate the availability of curbside voting at all Vote Centers. The RR/CC is evaluating all election materials to determine applicable areas to more clearly explain the availability of Curbside Voting.

RECOMMENDATION NO.12.10

The Committee recommends that on the weekend before Election Day, and on Election Day, transportation throughout the County be free to the voting public so that those individuals without transportation can make it to a Vote Center. This is critical to voter participation.

RESPONSE

Partially agree. This recommendation has been implemented. The County already works with transportation partners to encourage free transportation to voting sites. That decision ultimately lies with each transportation agency. The Los Angeles Metro Transit Board authorized free transit for voting on Election Day in March 2020. The RR/CC also reached out to private ride-share services (Lyft and Uber) as part of an effort to provide Election Day discounts for rides to Vote Centers during the March 2020 election.

RECOMMENDATION NO.12.11

The Committee recommends that at each Large Vote Center there be adequate and sufficient e-Polls in order to prevent bottleneck/congestion/chaos at check in.

RESPONSE

Agree. This recommendation requires further analysis. The RR/CC has committed to deploying no less than five e-pollbooks at each Vote Center, which will be enough to handle voting even during periods of heavy voter turnout. The RR/CC is evaluating the need for more e-pollbooks at larger Vote Centers. The RR/CC is working with its e-pollbook vendor, Knowlnk, to speed up the processing and synching speed of e-pollbooks. That analysis and associated system modifications will be completed and Knowlnk will submit the system to the Secretary of State for review and approval in July 2020. The publicly available RR/CC report to the Board of Supervisors addresses this topic in greater detail.

RECOMMENDATION NO.12.12

The Committee recommends that all workers assigned to use the e-Poll have basic electronic skills which will enable the worker to quickly and effectively locate the name of the voter.

RESPONSE

Agree. This recommendation is in the process of being implemented. The RR/CC is upgrading the training curriculum and will be expanding training in areas identified as problematic in March 2020, as outlined in the publicly available RR/CC report to the Board of Supervisors.

DRAFT

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	7/15/2020	
BOARD MEETING	8/4/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	Employee Commute Reduction Program	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To make technical changes to the County's Ordinance to reflect the transfer of the Employee Commute Reduction Program from DHR to ISD	
BACKGROUND (include internal/external issues that may exist)	Ordinance needs to be updated with the requested technical changes to keep the County in compliance with SCAQMD Rule 2202.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <div style="display: flex; justify-content: space-between;"> <div> Minh Le General Manager (323) 267-2006 msle@isd.lacounty.gov </div> <div> Eddie Washington County Transportation Program Manager (562) 419-5515 ewashington@isd.lacounty.gov </div> </div>	

FACT SHEET

This recommended action is to update the County's Rideshare Ordinance to reflect the transfer of the County Rideshare Program from the Department of Human Resources to the Internal Services Department, and replacing:

- Department of Human Resources with Internal Services Department; and
- DHR with ISD

County Code Chapter 5.90 states the County's policy with regard to reducing traffic congestion and air emissions from vehicles used by employees commuting between home and the worksite. Our compliance with South Coast Air Quality Management District's (SCAQMD) Rule 2202 includes "good faith" efforts to increase the Average Vehicle Ridership (AVR) at the regulated sites.

The County Code requires department heads which supervise County employees at any County worksite of one hundred or more employees to promote County participation in trip reduction and ridesharing programs. SCAQMD requires regulated sites (those with 250 employees or more) to conduct an annual Rideshare survey and implement an ECRP Plan, commonly known as a Rideshare Plan. Each site administrator must review annually the ECRP Plan which must consist of AVR data and ECRP incentives.

Rule 2202 is a legal mandate and all worksites in the County with 250 or more employees are required to comply with all provisions of the regulation. The Rule provides employers with a menu of options designed to meet ambient air quality standards mandated by the Federal Clean Air Act. Rule 2202 guidelines are provided by SCAQMD, in addition to training and consulting services.



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

August 4, 2020

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

Dear Supervisors:

**INTRODUCTION OF AN ORDINANCE AMENDING
CHAPTER 5.90 (VEHICLE TRIP REDUCTION-RIDESHARING) OF
CHAPTER 5 (PERSONNEL) OF THE LOS ANGELES COUNTY CODE
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Recommendation to amend County Code Chapter 5.90 (Vehicle Trip Reduction-Ridesharing), to make technical changes reflecting the transfer of the responsibility for the Employee Commute Reduction Program from the Department of Human Resources to the Internal Services Department.

IT IS RECOMMENDED THAT THE BOARD:

Introduce, waive reading, and place on the Board's agenda for adoption on August 4, 2020, an ordinance amending Chapter 5.90 of Chapter 5 (Personnel) of the Los Angeles County Code to conform to technical changes made resulting from the transfer of the responsibility for the Employee Commute Reduction Program (ECRP) from the Department of Human Resources to the Internal Services Department, becoming operative upon approval by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This recommended action is to update the County's Rideshare Ordinance to reflect the transfer of the County Rideshare Program from the Department of Human Resources to the Internal Services Department, and replacing:

- Department of Human Resources with Internal Services Department; and
- DHR with ISD

Implementation of Strategic Plan Goals

The County Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The Board's adoption of the ordinance to amend County Code Chapter 5.90 is consistent with this goal.

FISCAL IMPACT/FINANCING

The recommendation to adopt the amended ordinance will have no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Code Chapter 5.90 states the County's policy with regard to reducing traffic congestion and air emissions from vehicles used by employees commuting between home and the worksite. Our compliance with South Coast Air Quality Management District's (SCAQMD) Rule 2202 includes "good faith" efforts to increase the Average Vehicle Ridership (AVR) at the regulated sites.

The County Code requires department heads which supervise County employees at any County worksite of one hundred or more employees to promote County participation in trip reduction and ridesharing programs. SCAQMD requires regulated sites (those with 250 employees or more) to conduct an annual Rideshare survey and implement an ECRP Plan, commonly known as a Rideshare Plan. Each site administrator must review annually the ECRP Plan which must consist of AVR data and ECRP incentives.

Rule 2202 is a legal mandate and all worksites in the County with 250 or more employees are required to comply with all provisions of the regulation. The Rule provides employers with a menu of options designed to meet ambient air quality standards mandated by the Federal Clean Air Act. Rule 2202 guidelines are provided by SCAQMD, in addition to training and consulting services.

ENVIRONMENTAL DOCUMENTATION

Approval of this recommendation is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amended ordinance will enhance the operational effectiveness of the County's Rideshare Ordinance.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two originals of the final adopted amended ordinance to ISD, Environmental Programs, 1100 N. Eastern Avenue, Los Angeles, CA 90063, and make the changes to County Code Chapter 5.90, upon approval by the Board.

Respectfully submitted,

SELWYN HOLLINS
Director

SH:ML:SJ:EW:ea

Enclosures

c: Executive Office, Board of Supervisors
County Counsel

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS REVIEW DATE	7/15/2020			
BOARD MEETING	N/A			
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input type="checkbox"/> No			
SUPERVISORIAL DISTRICT IMPACT	All			
DEPARTMENT	Department of Children and Family Services (DCFS)			
SUBJECT	Notice of Intent to Negotiate a Sole Source Contract with SideBench Studios, LLC (SideBench)			
PROGRAM	Family Bonding Program			
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p>This sole source contract would support Phase II of an existing project supported by vendor SideBench which completed Phase I.</p> <p>In August 2018, on Board motion by Supervisors Kuehl/Ridley-Thomas, CEO entered into a Delegated Authority Agreement (DAA) with Sidebench for Phase I to design and develop a family bonding time scheduling tool, "Time2Connect." The Pritzker Foster Care Initiative provided matching funds for the discovery phase. In February 2020, Sidebench completed Phase I, launching the pilot in 3 DCFS offices, and analyzing user experience to identify enhancements and new features.</p> <p>This contract for Phase II includes front-end development, implementing enhancements/features, and countywide rollout to all 20 offices. To ensure timely and successful project completion, Sidebench would also complete the back-end development work, as DCFS' internal information systems workload has increased dramatically in recent months and resources are limited.</p> <p>Without this contract, the investments made to date will be lost, including philanthropic and Productivity Investment Fund (PIF) awards. Social workers will continue to rely on manual processes to schedule visits, spending 2 million hours to schedule 4 million hours of visits per year. With automation, we can improve efficiency by 25%, saving 500,000 staff hours each year. This one-time technological investment will immediately free up millions of hours for social workers to dedicate more time to address and meet the needs of the children and families they serve.</p>			
DEADLINES/ TIME CONSTRAINTS	The Department aims to begins Phase II by the end of July 2020. Delays would jeopardize our ability to work with the existing vendor which has invested hundreds of hours into project development to date. In addition, the PIF grant was awarded in March 2018, and we are committed to spending the funds beginning July 2020 through the fiscal year.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$730,000</td><td style="width: 50%;">Funding source: (1) \$330,000 = PIF Grant (2) \$400,000 = Contingent upon available DCFS funds</td></tr> </table> <p>Explanation: Of the total \$730,000, DCFS won a \$330,000 PIF grant, and \$400,000 is contingent upon approval available DCFS funds, financed by 2011 State Realignment funds.</p>		Total cost: \$730,000	Funding source: (1) \$330,000 = PIF Grant (2) \$400,000 = Contingent upon available DCFS funds
Total cost: \$730,000	Funding source: (1) \$330,000 = PIF Grant (2) \$400,000 = Contingent upon available DCFS funds			
PURPOSE OF REQUEST	Delegate CEO with authority allowing DCFS to enter into a sole source contract with Sidebench for Phase II of an existing project authorized by a DAA per Board motion.			
BACKGROUND (include internal/external issues that may exist)	<p>In child welfare, visits between foster children and their parents are the single best indicator of reunification. Reunification is 5 times more likely to occur with regular visitation. This is good for families <u>and</u> the County budget, because it will reduce time in foster care.</p> <p>Since 2016, the Board has taken several actions to support DCFS in its efforts to improve family bonding time, including 3 Board motions. Without this contract, the investments made to date will be lost, including external philanthropic funds and a PIF grant.</p>			
DEPARTMENTAL & OTHER CONTACTS	Name, Title, Phone # & Email: Genie Chough, Assistant Deputy Director, gchough@dcfs.lacounty.gov , 213-212-0566			



BOBBY D. CAGLE
Director

GINGER PRYOR
Chief Deputy Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

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

June 24, 2020

To: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

A handwritten signature in cursive script, reading "Cynthia McCoy Miller for", is written over the printed name of Bobby D. Cagle.

From: Bobby D. Cagle
Director

NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH SIDEBENCH STUDIOS, LLC.

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to negotiate a sole source contract with Sidebench Studios, LLC. (Sidebench) to finalized the development of a visitation (also known as "family bonding") scheduling tool, Time2Connect.

On August 14, 2018, the Board unanimously approved a motion for the Chief Executive Officer to execute a contract with Sidebench to complete work on Time2Connect, with a fully developed application deployed with training and support as the final deliverable (Phase I – Pilot Program).

This sole source contract will allow Sidebench to build upon the work completed in Phase I for completion of Phase II, which will include the design, front-end development, and maintenance and support for Time2Connect. Part of the Phase II project will be funded by the County of Los Angeles Quality and Productivity Commission's Productivity Investment Fund Award (PIF Award). The other part of Phase II, which will include completion of the back-end development for Time2Connect, is contingent upon the availability of departmental funding.

The department-wide implementation of Time2Connect will streamline coordination, communication, and data collection around visitation scheduling. This will allow the process to be more efficiently and easily standardized across all the DCFS offices. In

"To Enrich Lives Through Effective and Caring Service"

addition, Time2Connect will increase the number of successful visits, thereby increasing the likelihood of reunification. Sidebench is in a unique position to seamlessly continue supporting the existing work from the pilot program to full implementation in Phase II.

The projected contract term with Sidebench will be effective upon Board approval or the date of execution by the Director or his designee, whichever is later for a contract term of 18 months, with a one-year option to extend at no additional cost. The Maximum Contract Sum is projected to be \$730,000, of this amount, \$330,000 is financed by the PIF Award, and \$400,000 is contingent upon approval of the Department's 2011 State Realignment Funds.

DCFS will proceed with the sole source contract negotiations within four weeks of this notice unless otherwise instructed by a Board Office.

If you have any questions or need additional information, you may contact me, or your staff may contact Aldo Marin, Board Liaison, at (213) 351-5530.

BDC:GP:CMM
KR:LTI:CP:ak

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

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	7/15/2020	
BOARD MEETING	8/4/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	Supervisor Districts 1, 2, 4, and 5	
DEPARTMENT	Public Works	
SUBJECT	SOLE-SOURCE AGREEMENT WITH ECONOLITE SYSTEMS, INC. FOR IMPLEMENTATION AND MAINTENANCE OF TRAFFIC SIGNAL CONTROL SYSTEM	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The National Electrical Manufacturers Association (NEMA) traffic signal control system, Centracs, is a proprietary system owned and sold exclusively by Econolite. Sole Source notification provided to the Board on April 28, 2016.	
DEADLINES/ TIME CONSTRAINTS	The contract will be funded by the Los Angeles Metropolitan Transportation Authority Grant Funds, which carries a funding deadline of June 30, 2023. A one-time grant extension might be available, which would extend the funding deadline to February 28, 2025. The remaining funds will be covered by County match, Local Return. Therefore, timely execution of this agreement is needed to keep the work on schedule so that we do not lose these funds.	
COST & FUNDING	Total cost: \$955,000	Funding source: LA County Metro Grant funds, Prop C (80%, \$764,000) County matching funds, Local Return (20%, \$191,000)
	TERMS (if applicable): Maximum contract is 8 years.	
	Explanation: The 8-year term includes 2 years of implementation, 1 year of warranty period, 3 years of maintenance, and a one 2-year option.	
PURPOSE OF REQUEST	Execute a sole-source agreement with Econolite Systems, Inc. (Econolite) to implement and maintain the NEMA traffic signal control system for the Cities of Bell Gardens, Carson, Hawthorne and Monterey Park and to implement and maintain the NEMA server-to-server communication software for existing NEMA systems in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate and Torrance.	
BACKGROUND (include internal/external issues that may exist)	Public Works currently has an existing traffic signal control system called the Kimley-Horn Integrated Transportation System (KITS) which is connected to more than 800 intersections using 170-type traffic signal controllers but is not compatible with NEMA type traffic signal controllers. The installation of the NEMA traffic signal control system will provide direct connections to an additional 77 NEMA traffic signals in the County-maintained Cities of Carson and Hawthorne, 60 NEMA traffic signals in the Cities of Bell Gardens and Monterey Park, and indirect connections to 270 traffic signals through NEMA server-to-server communication. Operated from Public Works' Traffic Management Center in Alhambra, the NEMA traffic signal control system will provide continuous monitoring of traffic conditions and traffic signal operations.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Andres Narvaez, Civil Engineer (626) 300-4741, anarvaez@pw.lacounty.gov	

August 4, 2020

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
SOLE-SOURCE AGREEMENT WITH ECONOLITE SYSTEMS, INC., FOR
IMPLEMENTATION AND MAINTENANCE OF TRAFFIC SIGNAL CONTROL SYSTEM,
RESOLUTION NO. 3985 AUTHORIZING HIGHWAYS-THROUGH-CITIES FUNDING,
COOPERATIVE AGREEMENTS WITH THE CITIES OF BELL GARDENS AND
MONTEREY PARK TO INSTALL TRAFFIC CONTROL SIGNALS AND SYSTEMS
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(4 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval for various actions to execute a sole-source agreement with Econolite Systems, Inc., for the installation, implementation and maintenance of the traffic signal control system for traffic signals in the Cities of Bell Gardens, Carson, Hawthorne, Monterey Park, Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance; adopt Resolution No. 3985 to authorize Highways-Through-Cities financial assistance to the Cities; and approve the cooperative agreements between Los Angeles County and the Cities of Bell Gardens and Monterey Park.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the installation of the National Electrical Manufacturers Association traffic signal control system is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Award a sole-source agreement with Econolite Systems, Inc., for implementation and maintenance of the National Electrical Manufacturers Association traffic signal control system for an initial term of six (6) years commencing upon execution by the parties, which includes a system implementation period of two (2) years, a one (1) year warranty period, and three (3) years of maintenance and support, with one 2-year extension option for an estimated maximum potential contract term of eight (8) years with a maximum County obligation of \$955,000.

3. Delegate authority to the Director of Public Works or his designee to execute the Econolite Systems, Inc. agreement and to exercise the one 2-year extension option without increasing the maximum County obligation under the agreement and to execute future amendments to add or change certain terms or conditions as required by the Board of Supervisors or Chief Executive Officer, subject to review and approval by County Counsel.
4. Adopt Resolution No. 3985, finding that implementation of the system in the Cities of Bell Gardens, Carson, Glendora, Hawthorne, La Verne, Monterey Park, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance is of general County interest and that Los Angeles County aid in the form of Highways-Through-Cities funds in the amount of \$2,440,000 shall be provided to the Cities to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.
5. Delegate authority to the Director of Public Works or his designee to execute the cooperative agreements between Los Angeles County and the Cities of Bell Gardens and Monterey Park to define the roles and responsibilities associated with connecting specific traffic signals within each City to the County's system.
6. Delegate authority to the Director of Public Works or his designee to execute amendments to the cooperative agreement that are consistent with the terms and authority granted under the agreement with Econolite Systems, Inc., if necessary in the future, in order to modify the locations where the system and improvements will be installed and other items within the scope of the cooperative agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award and authorize the Director of Public Works or his designee to execute a sole-source agreement with Econolite Systems, Inc., to implement and maintain the National Electrical Manufacturers Association (NEMA) traffic signal control system for the Cities of Bell Gardens, Carson, Hawthorne, and Monterey Park and to implement and maintain the NEMA server-to-server communication software for the existing NEMA traffic signal control system in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance; adopt Resolution No. 3985 to authorize Highways-Through-Cities financial assistance to the Cities; and authorize the Director or his designee to execute a cooperative agreement between Los Angeles County and the Cities of Bell Gardens and Monterey Park.

The NEMA traffic signal control system allows NEMA-brand traffic signals to be monitored and controlled from a remote location, such as a traffic management center, City Hall, and maintenance yard. It provides for continuous monitoring of traffic conditions and traffic signal operations, allowing for faster and more efficient maintenance responses. Currently, Public Works has an existing traffic signal control system called the Kimley-Horn Integrated Transportation System, which is connected to more than 800 traffic signals throughout the County and is operated from the Public Works' Traffic Management Center in Alhambra. The Kimley-Horn Integrated Transportation System does not operate and is not compatible with NEMA traffic signals. Installation of the NEMA traffic signal control system by Econolite will provide connection to the existing 77 NEMA traffic signals in the County-maintained Cities of Carson and Hawthorne and another 60 existing NEMA traffic signals in the Cities of Bell Gardens and Monterey Park. The NEMA system will also be operated from the Public Works' Traffic Management Center in Alhambra.

Under the agreement, Econolite will also install a server-to-server communication software to provide traffic signal data sharing and monitoring capabilities for other existing NEMA installations in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance. Installation of the server-to-server software will greatly augment the County's regional role as a leader of traffic signal timing efforts and will enable Public Works staff to connect to 270 traffic signals in those Cities.

The sole-source agreement with Econolite is necessary since the NEMA traffic signal control system is a proprietary system owned and sold exclusively by Econolite.

Public Works keeps current with industry trends in traffic management and control systems and believes that the addition of the NEMA traffic signal control system and the server-to-server communication software will not only keep pace with industry developments but will continue to be the best and the most cost-effective solution to meet the County's needs at NEMA traffic signals and NEMA system installations Countywide.

Board adoption of the enclosed Resolution No. 3985 (Enclosure A) will approve the County's contribution of Highways-Through-Cities funds in the amount of \$2,440,000 to finance project costs of the Cities of Bell Gardens, Carson, Glendora, Hawthorne, La Verne, Monterey Park, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance. The funds will be used towards the implementation and maintenance of the NEMA traffic signal control system and the wireless communications infrastructure.

The purpose of the cooperative agreements is to delineate responsibilities between Los Angeles County and the Cities of Bell Gardens and Monterey Park for the connection of specified traffic signals within each of the Cities to the County's traffic signal control systems. The cooperative agreement provides for the County's installation of wireless communications, at an estimated cost of \$430,000, at 34 intersections within the City of

Bell Gardens and 26 within the City of Monterey Park and consultation regarding the traffic signal timing at the Cities' traffic signals. Each City will be responsible for the operation and maintenance of its traffic signals and equipment associated with the traffic signal system.

This project also includes the County's installation of wireless communications at 77 intersections within the Cities of Carson and Hawthorne, at an estimated cost of \$555,000. These Cities have previously executed cooperative agreements for the operation of the wireless communications system in their jurisdictions. Each City will remain responsible for the operation and maintenance of its traffic signals and equipment associated with the traffic signal system.

On September 18, 2007, the Board approved an amendment with Systems Analysis & Integration, Inc. to expand the installation of wireless communications at traffic signals throughout the County. The contract term expires at the end of a 2-year warranty period following final acceptance. Public Works will utilize Systems Analysis & Integration, Inc. to install the wireless communications for the Cities of Bell Gardens, Monterey Park, Carson and Hawthorne at an estimated cost of \$985,000.

All these Cities have participated in regional efforts to coordinate the operation of traffic signals, one of the key elements of which is to have the ability to communicate remotely with traffic signals for monitoring their performance and making signal timing adjustments.

The project is anticipated to begin August 2020.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective III.2.3, Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency. The recommended actions support a clean, flexible, and integrated Multi-Modal Transportation System that improves mobility and implements technologies that increase efficiency.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of the project is estimated to be \$2,440,000 in Highways-Through-Cities funds, which includes \$955,000 for the agreement with Econolite (Enclosure B); \$985,000 for design, acquisition, and installation of wireless communications infrastructure performed under a separate Board approved agreement with Systems Analysis & Integration, Inc. needed to connect 137 intersections in the Cities of Bell Gardens, Carson,

Hawthorne and Monterey Park to the County's NEMA Traffic Signal Control System; and \$500,000 for the County's project management costs for all project components.

The project will be funded with \$1,950,000 in Metro Call for Projects, Proposition C Discretionary Grant funds for the Gateway Cities Traffic Signal, South Bay Traffic Signal, and San Gabriel Valley Traffic Signal Forums; and \$490,000 in Proposition C Local Return funds from the top-of-pot annual allocation for the Countywide Traffic Congestion Management Program.

Sufficient funding is included in the Proposition C Local Return Fund Fiscal Year 2020-21 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sole-source agreement, which has been reviewed and approved by County Counsel as to form, provides for a maximum agreement sum of \$955,000 that includes an allocation of \$704,675 for implementation of the system, \$222,440 for system maintenance and support, and the remaining \$27,885 for unforeseen additional work that may arise during the term of the agreement. Any additional work within this allowance will not be performed without prior written authorization from the Director of Public Works or his designee.

The recommended sole-source agreement includes all the Chief Executive Officer's and Board of Supervisors' required provisions. The agreement also contains industry standard information technology provisions, including intellectual property indemnification, software performance warranties, and provisions entitling the County to remedies in the event of deficient performance by Econolite.

The award of this agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations.

Public Works has evaluated and determined that the contracted services are of an extraordinary professional or technical nature and the services are of a temporary nature; therefore, Proposition A (Los Angeles County Code, Chapter 2.121) and the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this agreement.

The Chief Executive Office Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification. The Chief Information Officer has reviewed this request and recommends approval. Enclosed is the Chief Information Officer Analysis (Enclosure C).

Resolution No. 3985 for the Cities of Bell Gardens, Carson, Glendora, Hawthorne, La Verne, Monterey Park, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and

Torrance is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code, which authorizes the County to extend aid to cities for street improvements that are of general County interest.

The enclosed sample cooperative agreement (Enclosure D) will serve to document the roles and responsibilities of the Cities and the County when connecting traffic signals to the County's Traffic Signal Control System and to confirm the associated responsibilities of each agency. Nothing in this agreement will alter the current roles and responsibilities of the Cities in operating and maintaining the traffic signals and traffic signal control system within each City's jurisdiction.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x), Subsections 4, 5, and 22 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. These exemptions provide for the installation and modification of traffic signal systems and the maintenance of existing roadway facilities. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists complied to pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

On April 28, 2016, Public Works submitted an advance notification to advise the Board of its intent to conduct sole-source agreement negotiations with Econolite for the implementation and maintenance of the NEMA traffic signal control system and server-to-server communication software that explained the purpose of the system and the procurement process. The sole-source notification and justification are enclosed under Enclosure E.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The NEMA traffic signal control system will provide control functions between NEMA traffic signal controllers and workstations installed at the Public Works Traffic Management Center and in various cities within the County. Approving the sole-source agreement to implement and maintain the system ensures system reliability and support for core traffic management operations for the County and the partnering cities.

The Honorable Board of Supervisors
August 4, 2020
Page 7

CONCLUSION

Please return one adopted copy of this letter and the signed resolution to Public Works, Traffic Safety and Mobility Division.

Respectfully submitted,

Reviewed by:

MARK PESTRELLA
Director of Public Works

WILLIAM S. KEHOE
Chief Information Officer

MP:EKT:sg

Enclosures

c: Chief Executive Office (Chia-Ann Yen, Greg Melendez)
County Counsel (Carole Suzuki)
Executive Office

bc: Transportation Planning and Programs (Grindle, Yang)

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GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 28, 2016

IN REPLY PLEASE
REFER TO FILE: T-6

TO: Each Supervisor

FROM: Gail Farber *Gail Farber*
Director of Public Works

ADVANCE NOTIFICATION – INTENT TO NEGOTIATE WITH VENDOR AND FILE A REQUEST TO AWARD AN AGREEMENT FOR PROCUREMENT OF A TRAFFIC CONTROL SYSTEM SOLE-SOURCE PROCUREMENT

In compliance with Board Policy 5.100, which mandates advance notification to the Board prior to commencing negotiations for sole-source contracts in excess of \$250,000, this memorandum is to advise the Board of Public Works' intent to commence contract negotiations with Econolite Group, Inc., for an estimated not-to-exceed cost of \$477,000, including contingencies and consisting of:

1. Acquisition, installation, and system maintenance/support of Econolite's Centracs traffic control system for the Cities of Bell Gardens, Carson, Hawthorne, and Monterey Park to be operated from the Public Works' Traffic Management Center (TMC) at an estimated cost of \$342,000.
2. Acquisition, installation, and system maintenance/support of the Centracs Server-to-Server module for this Centracs system and existing Centracs systems in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance at an estimated cost of \$135,000.

The terms of the proposed contract will be 3 years, which includes maintenance of the system, with an additional two 1-year options.

The funding for these project components will be provided by the Los Angeles County Metropolitan Transportation Authority grant funds (77 percent) and the County's Proposition C Local Return Funds as the required match (23 percent).

MP
5/2/16

SR
PAP 4/21/16

Background

The County manages a Countywide Intelligent Transportation System that utilizes state-of-the-art traffic management technologies that advance regional transportation connectivity and mobility, optimizes traffic signal synchronization, enables congestion management and relief, decreases commute times, and reduces greenhouse gas emissions.

This procurement is a key element to expand and enhance the County's Intelligent Transportation System. Econolite's Centrac's traffic signal control system will provide for continuous monitoring of traffic conditions and traffic signal operations from Public Works' TMC. Traffic signal monitoring provides staff with immediate notification of signal malfunctions, thereby, enabling faster and more efficient maintenance responses. The system also provides the ability to change signal timing from the TMC, which saves County staff time (staff no longer has to visit the signal to change timing). In addition, the system will provide the ability to make immediate changes to signal operations in the event of an incident or congestion.

This procurement will enable Public Works to monitor and control 77 Econolite brand traffic signals in the County-maintained Cities of Carson and Hawthorne and 60 City-maintained signals in Bell Gardens and Monterey Park, with City approval. Econolite's Centrac's system is very similar to the County's Kimley-Horn Integrated Transportation System (KITS), which currently has connection to over 800 non-Econolite traffic signals at Public Works' TMC. The County's KITS system's capabilities are very limited in their ability to work with Econolite traffic signals and only work with one specific version (not the most recent version). Econolite's Centrac's system will work with all versions of Econolite brand traffic signals. Currently, there is only one Econoline County-maintained traffic signal, which will work with this version of KITS.

In addition, the installation of the Centrac's Server-to-Server module will greatly augment the County's regional role as the leader of traffic signal timing efforts and will enable Public Works staff to connect to 270 traffic signals connected to existing Centrac's systems in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance and, with the approval of City personnel, will enable Public Works to monitor and control Econolite brand traffic signals in those cities. This will greatly facilitate multijurisdictional signal coordination and substantially reduce County labor costs currently required to view signal operations and complete signal timing analyses and adjustments in those cities.

Justification for Sole-Source Agreement with Econolite

See the attached diagram for an overview of procurement components. Public Works is seeking approval to procure the Centrac system (indicated in blue on the diagram) and the server-to-server functionality necessary to connect to other cities using the Centrac system (indicated in red on the diagram). All of these cities have Econolite controllers.

Justification for the sole-source is as follows:

1. Centrac is a proprietary system owned and sold exclusively by Econolite. The acquisition of our own Centrac system (indicated in blue on the diagram) will provide Public Works the ability to monitor and control 77 Econolite traffic signals in the County-maintained Cities of Carson and Hawthorne from our TMC. The Centrac system also provides Public Works the ability to connect to 60 signals in the Cities of Bell Gardens and Monterey Park, which have requested Public Works to host their traffic control system.
2. The installation of the Centrac Server-to-Server module (indicated in red on the diagram) will provide detailed information sharing and monitoring capabilities that are exclusively available for Centrac installations, i.e., the module is only available as a component of a Centrac system. Therefore, Public Works must procure a Centrac system in order to connect to existing Centrac systems in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance. Note that these cities all completed sole-source procurements for their Centrac systems.

Public Works keeps current with industry trends in traffic management and control systems and believes that the Centrac Server-to-Server module and the associated Centrac system will not only keep pace with industry developments but it will continue to be the best and the most cost-effective solution to meet our needs at Econolite traffic signal locations and with other Centrac system installations Countywide. In the future, we would anticipate the need to renew the maintenance agreement with Econolite to be able to receive updates to the system. We would anticipate this cost to be approximately \$25,000 per year.

Each Supervisor
April 28, 2016
Page 4

We are working with County Counsel to negotiate this agreement with Econolite and will return to the Board for approval of a new agreement. If you have any questions, please call me or your staff may contact Pat Proano, Deputy Director, at (626) 458-4018.

JJW:mrh

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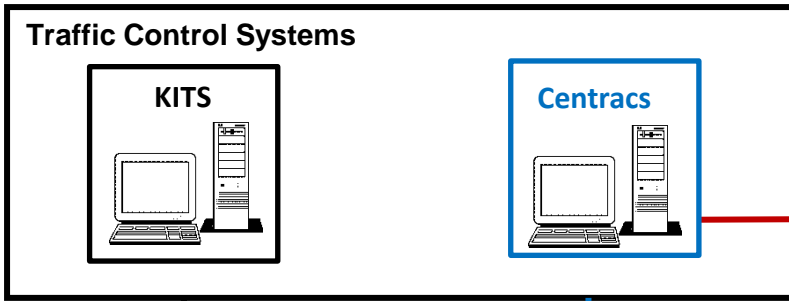
Attach.

cc: Chief Executive Office (Rochelle Goff)
Chief Information Office
County Counsel
Executive Office

bc: Issac Gindi
Chief Information Office (Juarros)

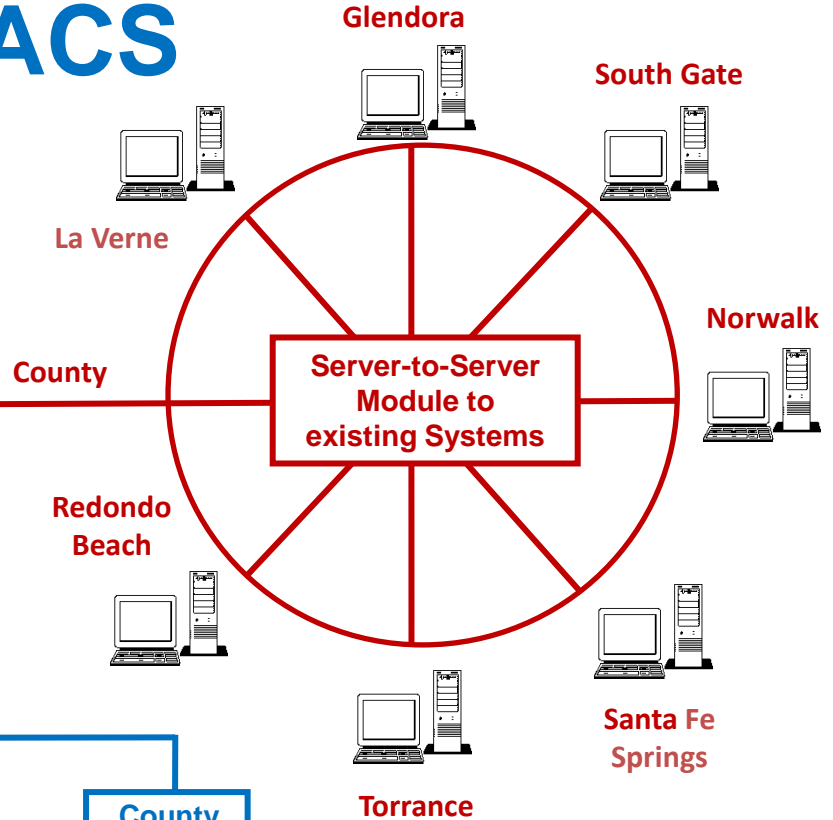
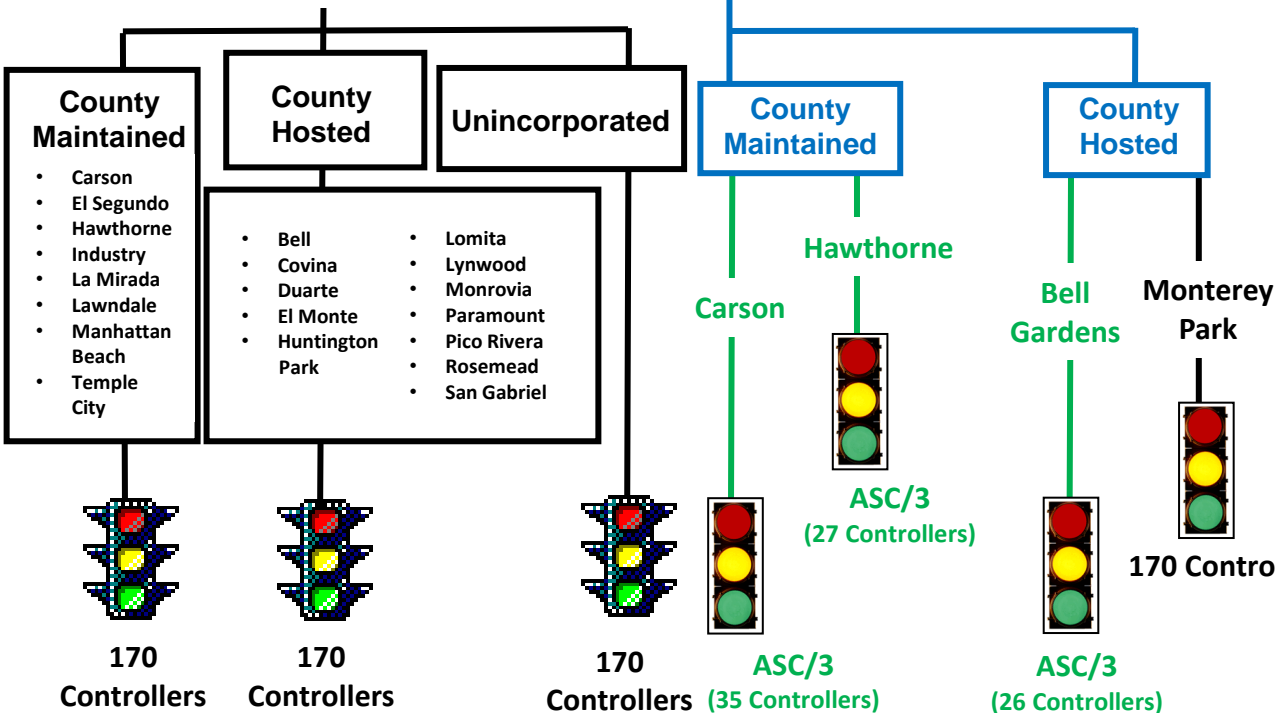
CENTRACS

COUNTY'S TRAFFIC MANAGEMENT CENTER



- All 170 Controllers
- Econolite ASC
(Compatible version is 2.51, change-order will be required for 2.60)

All Versions of Econolite
Controller Firmware



Sole source procurement is required due to:

- Interfaces to existing Econolite Systems
- Need to interface with different types of Econolite firmware (County's KITS system will interface with only version 2.60)
- Cities of Carson, Hawthorne, Bell Gardens, and Monterey Park have existing Econolite controllers

LEGEND

— Existing

Proposed

— County Centracs - \$342k

— Server-to-Server Module - \$135k

— ASC3 Controllers

SOLE SOURCE CHECKLIST

Department Name: Public Works




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>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ 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

11/26/19

Date

DRAFT

Enclosure C



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

SUBJECT:

TRANSPORTATION CORE SERVICE AREA SOLE-SOURCE AGREEMENT WITH ECONOLITE SYSTEMS, INC., FOR IMPLEMENTATION AND MAINTENANCE OF TRAFFIC SIGNAL CONTROL SYSTEM, RESOLUTION NO. 3985 AUTHORIZING HIGHWAYS-THROUGH-CITIES FUNDING, COOPERATIVE AGREEMENTS WITH THE CITIES OF BELL GARDENS AND MONTEREY PARK TO INSTALL TRAFFIC CONTROL SIGNALS AND SYSTEMS

CONTRACT TYPE:

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

SUMMARY:

The Department of Public Works (DPW) is requesting Board authorization to award and execute a sole-source agreement with Econolite Systems, Inc., to implement and maintain their National Electrical Manufacturers Association (NEMA) standard Traffic Control System (TCS). The NEMA TCS provides a direct connection to 137 intersections with NEMA standard traffic signals in four cities (Bell Gardens, Carson, Hawthorne, and Monterey Park) enabling DPW to remotely manage signal operations, adjust signal coordination and timing, diagnose and resolve signal malfunctions, and provide maintenance. The NEMA TCS will be deployed and operated from DPW's Traffic Management Center in Alhambra and supplements their existing Kimley-Horn Integrated Transportation System that is incompatible with NEMA standard traffic signals. The agreement will also deploy and maintain NEMA Server-to-Server communication software to interface with existing NEMA Traffic Control Systems in the seven cities (Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance) allowing DPW to share traffic data and coordinate operation of 270 intersections in those cities to manage traffic flow. The base agreement term is for six years (two years for implementation, one year warranty period and three years of maintenance and support) and an optional two-year extension.

DPW is also recommending that the Board adopt Resolution No. 3985 approving the County's contribution of \$2,440,000 in Highways-Through-Cities to finance the entire project costs, which includes Econolite agreement, installation of a wireless communication infrastructure providing connectivity between 137 intersections in Cities of Bell Gardens, Carson, Hawthorne, and Monterey Park and DPW's NEMA TCS that will be performed under a separate Board agreement with Systems Analysis & Integration, Inc., and for DPW project management costs. DPW is further recommending that the Board authorize the execution of cooperative agreements between the County and the Cities of Bell Gardens and Monterey Park defining each jurisdiction's responsibilities for the connection of specified intersections within each City to the County's TCS. Finally, DPW is recommending the Board find the agreement is exempt from the California Environmental Quality Act, and authorize the Director of Public Works to exercise the extension optional extension and to add or change certain County required terms or conditions subject to review and approval by County Counsel.

Contract Amount: \$955,000

DRAFT



FINANCIAL ANALYSIS:

Econolite contract costs:

One-time costs:

Project Management Services	\$	35,000
NEMA Traffic Control System	\$	305,175 ¹
NEMA Server to Server Software	\$	346,000 ²
System Documentation	\$	5,500
Training	\$	13,000
Subtotal one-time costs:	\$	704,675

Ongoing annual costs:

Maintenance & support (Initial term)	\$	133,464 ³
Maintenance & support (Optional term)	\$	88,976 ⁴
Contract Pool Dollars	\$	27,885 ⁵
Subtotal ongoing annual costs:	\$	250,325

Total Maximum Contract Sum: \$ 955,000

Additional project costs:

One-time costs:

City traffic signal communication infrastructure	\$	985,000 ⁶
DPW project management	\$	500,000 ⁷
Subtotal additional project costs:	\$	1,485,000

Total Project Costs: \$ 2,440,000

Notes:

¹ Includes software licences, software installation and integration, acceptance testing, and final software acceptance

² Includes software licences, software installation and integration, acceptance testing, and final software acceptance

³Software maintenance and support for the initial term of three years based on an annual fee of \$44,488

⁴Software maintenance and support for the optional term of two years based on an annual fee of \$44,488

⁵Contract pool dollars for optional work (e.g., adjustments to scope of work, future system enhancements, and future upgrades) approved by DPW in accordance with the terms of the agreement

⁶ Design, acquisition, and installation of fiber and wireless communication infrastructure performed under a separate Board agreement with Systems Analysis & Integration, Inc. that will provide connectivity between 137 intersections in the Cities of Bell Gardens, Carson, Hawthorne, and Monterey Park, and DPW's NEMA TCS in Alhambra.

⁷DPW project management costs to coordinate and manage the entire project, which includes the installation, testing, and deployment of the NEMA TCS and Server-to-Server Communication software and installation of city traffic signal communication infrastructure.

DRAFT

RISKS:

1. **Project Management and Governance** – Strong project governance and a dedicated project manager are needed to ensure adherence to schedule and budget, to manage scope changes, and to manager contract performance. The Office of CIO has reviewed the proposed project governance and has determined it is appropriate. The project executive sponsor is a DPW Deputy Director and the project will be managed by project manager within DPW's Traffic Safety and Mobility Division at PW.
2. **Quality and Timeliness of Consultant's Work** – The risk of any of the Consultant failing to meet their obligations under the ageement is mitigated by provisions for withholding of payment and liquidated damages in the amount of \$500 per day per infraction. The agreement allows for Termination for Default for failure of the Consultant to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the agreement.
3. **System Availability** – The risk of system downtime impacting DPW and their partner cities traffic management operations is mitigated by provisions for service credits due to unscheduled downtime of the software system.
4. **Information Security** – The County's Chief Information Security Officer (CISO) has reviewed the agreement with DPW and determined that no confidential and/or sensitive information is being used or handled during this engagement, and County minimum requirements for access control, administrative system access, and server and workstation requirements are met. Also, CEO Risk Management determined that cyber liability insurance and breach notification is not required because the software resides on the County and Cities hardware and the data being handled, stored and transmitted in not personal and sensitive in nature.
5. **Contract Risks** – No Contract risks have been identified. County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

(NAME) DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE

ENCLOSURE A

RESOLUTION NO. 3985 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, TO EXTEND COUNTY AID TO THE CITIES OF BELL GARDENS, CARSON, GLENDORA, HAWTHORNE, LA VERNE, MONTEREY PARK, NORWALK, REDONDO BEACH, SANTA FE SPRINGS, SOUTH GATE, AND TORRANCE FOR THE PURPOSE OF INSTALLING TRAFFIC SIGNAL CONTROL AND COMMUNICATION SYSTEMS AT CITY TRAFFIC SIGNALS

WHEREAS, the Cities of Bell Gardens, Carson, Glendora, Hawthorne, La Verne, Monterey Park, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance (hereinafter referred to as CITIES) and Los Angeles County (hereinafter referred to as COUNTY) desire to install traffic signal control and communication systems at traffic signals within the CITIES, which work is hereinafter referred to as PROJECT; and

WHEREAS, COUNTY approved an agreement with Econolite Systems, Inc., for Nine Hundred Fifty-five Thousand and 00/100 Dollars (\$955,000.00) for the procurement of the National Electrical Manufacturers Association Traffic Signal Control System, hereinafter referred to as SYSTEM; and

WHEREAS, SYSTEM includes two primary components, Core Software and Server-to-Server software module; and

WHEREAS, Core Software will connect to traffic signals in the Cities of Bell Gardens, Carson, Hawthorne, and Monterey Park; hereinafter referred to as CITY TRAFFIC SIGNALS; and

WHEREAS, the Server-to-Server software module will be installed in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance; and

WHEREAS, access to SYSTEM requires that a communication link be established between a remote location and CITY TRAFFIC SIGNALS; and

WHEREAS, on September 18, 2007, COUNTY executed an amendment with Systems Analysis & Integration, Inc., for the expansion of a communication system hereinafter referred to as COMMUNICATIONS; and

WHEREAS, COUNTY'S Agreement for COMMUNICATIONS includes a provision for placement at specified CITY TRAFFIC SIGNALS; and

WHEREAS, COUNTY will provide SYSTEM and COMMUNICATIONS at no cost to the CITIES; and

WHEREAS, SYSTEM and COMMUNICATIONS are hereinafter collectively referred to as PROJECT; and

WHEREAS, PROJECT is located and will be utilized entirely within the jurisdictional limits of CITIES; and

WHEREAS, PROJECT is of general interest to CITIES and COUNTY; and

WHEREAS, COUNTY will administer the design, procurement, and installation of PROJECT; and

WHEREAS, the cost of COMMUNICATIONS is estimated to be Nine Hundred Eighty-five Thousand and 00/100 Dollars (\$985,000.00). It includes the unit cost for the design, procurement, and installation of equipment as determined by the COUNTY'S executed agreement with Systems Analysis & Integration, Inc., for COMMUNICATIONS; and

WHEREAS, the total cost of PROJECT is currently estimated to be Two Million Four Hundred Forty Thousand and 00/100 Dollars (\$2,440,000.00); and

WHEREAS, the total cost of PROJECT will be financed with One Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$1,950,000.00) in Metro Call For Projects Proposition C Discretionary Grant funds for the Gateway Cities Traffic Signal, South Bay Traffic Signal, and San Gabriel Valley Traffic Signal Forums; and Four Hundred Ninety Thousand and 00/100 Dollars (\$490,000.00) in Proposition C Local Return match funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) top-of-pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the Four Hundred Ninety Thousand and 00/100 Dollars (\$490,000.00) will be funded from this top-of-pot allocation; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within the CITIES pursuant to Memorandum of Understanding Nos. P00F1312, P00F3308, P00F3310, P00F7305, and P00F7310 between COUNTY and Metro; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code; and

WHEREAS, upon completion of PROJECT, the CITIES agree to accept full and complete ownership of, responsibility for, and to maintain in good condition and, at the CITIES' expense, all improvements constructed as part of PROJECT within and under CITIES' jurisdiction.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The PROJECT is of general COUNTY interest and COUNTY aid shall be extended therefore.

SECTION 2. Subject to the terms and conditions set forth herein, the COUNTY consents, pursuant to the provisions of Streets and Highways Code Sections 1680-1684, to extend aid to CITIES in the amount of Two Million Four Hundred Forty Thousand and 00/100 Dollars (\$2,440,000.00) for PROJECT from the Proposition C Discretionary Grant funds and Proposition C Local Return funds, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. The financial obligations of the COUNTY are expressly conditioned upon obtaining reimbursement from Metro pursuant to Memorandum of Understanding Nos. P00F1312, P00F3308, P00F3310, P00F7305, and P00F7310 between COUNTY and Metro.

SECTION 4. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

[illegible]

The foregoing Resolution was adopted on the ____ day of _____, 2020, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

ECONOLITE ENCLOSURE A (RESOLUTION)

ENCLOSURE B



**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ECONOLITE SYSTEMS, INC.
FOR
NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
TRAFFIC CONTROL SYSTEM**

MAY 2020

TABLE OF CONTENTS

1.	APPLICABLE DOCUMENTS	1
1.1	INTERPRETATION	1
1.2	ENTIRE AGREEMENT	2
1.3	DEFINITIONS	2
2.	ADMINISTRATION OF AGREEMENT – COUNTY	12
2.1	COUNTY ADMINISTRATION	12
2.2	COUNTY KEY PERSONNEL	13
2.3	COUNTY PERSONNEL	13
2.4	APPROVAL OF WORK	13
3.	ADMINISTRATION OF AGREEMENT – CONTRACTOR	13
3.1	CONTRACTOR ADMINISTRATION	13
3.2	CONTRACTOR KEY PERSONNEL	13
3.3	APPROVAL OF CONTRACTOR’S STAFF	14
3.4	BACKGROUND AND SECURITY INVESTIGATIONS	15
3.5	STATUS REPORTS BY CONTRACTOR	15
3.6	RULES AND REGULATIONS	15
3.7	CONTRACTOR’S STAFF IDENTIFICATION	16
4.	CHANGES NOTICES AND AMENDMENTS	16
4.1	GENERAL	16
4.2	CHANGE NOTICES	16
4.3	AMENDMENTS	17
4.4	PROJECT SCHEDULE	17
4.5	BOARD ORDERS	17
4.6	CHANGE ORDERS	18

4.7	FACSIMILE/ELECTRONIC MAIL TRANSMISSION.....	19
5.	SCOPE OF WORK.....	19
5.1	SYSTEM COMPONENTS	19
5.2	SYSTEM MAINTENANCE.....	19
5.3	ADDITIONAL WORK.....	19
5.4	STANDARD OF SERVICES.....	20
5.5	TESTING OF WORK.....	20
5.6	INTEGRATION/INTERFACING	20
5.7	UNAPPROVED WORK	20
6.	PROJECT SCHEDULE.....	21
6.1	PROJECT PLAN	21
6.2	KEY DELIVERABLES AND MILESTONES.....	21
7.	TERM	21
7.1	INITIAL TERM.....	21
7.2	EXTENDED TERM	21
7.3	DEFINITION OF TERM	21
7.4	NOTICE OF EXPIRATION	22
8.	CONTRACT SUM	22
8.1	MAXIMUM CONTRACT SUM.....	22
8.2	SYSTEM IMPLEMENTATION	22
8.3	SYSTEM MAINTENANCE.....	24
8.4	ADDITIONAL WORK	24
8.5	NON-APPROPRIATION OF FUNDS.....	24
8.6	COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS	25
9.	INVOICES AND PAYMENTS.....	25
9.1	INVOICES	25

9.2	DELIVERY OF SYSTEM SOFTWARE	27
9.3	SALES/USE TAX	27
9.4	PAYMENTS	28
9.5	COUNTY’S RIGHT TO WITHHOLD PAYMENT	28
9.6	HOLDBACKS.....	28
10.	OWNERSHIP AND LICENSE	28
10.1	OWNERSHIP	28
10.2	LICENSE	29
10.3	SOURCE CODE.....	31
11.	SYSTEM ACCEPTANCE.....	33
11.1	ACCEPTANCE TESTS.....	33
11.2	PRODUCTION USE	33
11.3	FINAL ACCEPTANCE.....	33
11.4	FAILED TESTING	33
11.5	SYSTEM USE	34
12.	WARRANTIES AND CORRECTION OF DEFICIENCIES	34
12.1	WARRANTY PERIOD.....	34
12.2	GENERAL WARRANTIES	35
12.3	SYSTEM WARRANTIES AND PROBLEM RESOLUTION	35
12.4	CONTINUOUS PRODUCT SUPPORT	36
12.5	WARRANTY PASS-THROUGH	37
12.6	REMEDIES	37
12.7	BREACH OF WARRANTY OBLIGATIONS.....	37
13.	INDEMNIFICATION.....	37
14.	INSURANCE.....	37
14.1	GENERAL INSURANCE REQUIREMENTS	37

14.2	WORKPLACE SAFETY INDEMNIFICATION	38
14.3	EVIDENCE OF COVERAGE AND NOTICE	38
14.4	INSURANCE COVERAGE.....	41
15.	INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION.....	41
16.	PROPRIETARY CONSIDERATIONS	43
16.1	COUNTY MATERIALS	43
16.2	TRANSFER TO COUNTY	43
16.3	INDEMNITY	43
16.4	CONTRACTOR’S OBLIGATIONS.....	44
16.5	PROPRIETARY AND CONFIDENTIAL	44
17.	DISCLOSURE OF INFORMATION.....	44
17.1	DISCLOSURE OF AGREEMENT.....	44
17.2	REQUIRED DISCLOSURE	45
18.	CONFIDENTIALITY AND SECURITY	45
18.1	CONFIDENTIALITY	45
18.2	SECURITY.....	46
18.3	REMEDIES	46
18.4	INFORMATION TECHNOLOGY SECURITY REQUIREMENTS.....	47
19.	PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	47
20.	TERMINATION/SUSPENSION FOR DEFAULT	48
21.	TERMINATION/SUSPENSION FOR CONVENIENCE	48
22.	TERMINATION/SUSPENSION FOR IMPROPER CONSIDERATION	49
23.	TERMINATION/SUSPENSION FOR INSOLVENCY	49
24.	TERMINATION/SUSPENSION FOR NON-ADHERENCE TO COUNTY LOBBYISTS ORDINANCE	50
25.	EFFECT OF TERMINATION/SUSPENSION	50
26.	INDEPENDENT CONTRACTOR STATUS	51

27.	SUBCONTRACTING	51
28.	RISK OF LOSS.....	53
29.	MOST FAVORED PUBLIC ENTITY	53
30.	RECORDS AND AUDITS.....	53
31.	COUNTY’S QUALITY ASSURANCE PLAN	54
32.	CONFLICT OF INTEREST	54
33.	COMPLIANCE WITH APPLICABLE LAWS.....	55
34.	FAIR LABOR STANDARDS.....	55
35.	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	55
36.	RESTRICTIONS ON LOBBYING.....	56
36.1	FEDERAL FUNDS PROJECTS.....	56
36.2	LOBBYIST ORDINANCE	56
37.	EMPLOYMENT ELIGIBILITY VERIFICATION	56
38.	CONTRACT HIRING	57
38.1	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS	57
38.2	CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT	57
38.3	PROHIBITION AGAINST INDUCEMENT AND PERSUASION.....	57
39.	FEDERAL EARNED INCOME CREDIT	57
40.	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	58
40.1	RESPONSIBLE CONTRACTOR	58
40.2	CHAPTER 2.202.....	58
40.3	NON-RESPONSIBLE CONTRACTOR	58
40.4	CONTRACTOR HEARING BOARD	58
40.5	SUBCONTRACTORS OF CONTRACTOR.....	59
41.	FEDERAL ACCESS TO RECORDS.....	59
42.	REQUIRED CERTIFICATIONS.....	59

43.	NO THIRD PARTY BENEFICIARIES	60
44.	CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER	60
45.	WARRANTY AGAINST CONTINGENT FEES	60
46.	SAFELY SURRENDERED BABY LAW	60
46.1	NOTICE	60
46.2	ACKNOWLEDGMENT OF COMMITMENT	60
47.	COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM	61
47.1	JURY SERVICE PROGRAM	61
47.2	WRITTEN EMPLOYEE JURY SERVICE POLICY	61
48.	CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM	62
49.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	62
50.	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	62
50.1	CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	62
50.2	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	62
51.	SHRED DOCUMENTS.....	63
52.	COUNTY AUDIT SETTLEMENTS	63
53.	DISPUTE RESOLUTION PROCEDURE	63
54.	ASSIGNMENT BY COUNTY.....	64
55.	NEW TECHNOLOGY	64
56.	NON-DISCRIMINATION IN SERVICES	64
57.	UNLAWFUL SOLICITATION	65
58.	GOVERNING LAW, JURISDICTION AND VENUE	65
59.	WAIVER.....	65

60.	AUTHORIZATION WARRANTY.....	65
61.	VALIDITY AND SEVERABILITY	65
61.1	VALIDITY	65
61.2	SEVERABILITY	65
62.	NOTICES.....	66
63.	ARM’S LENGTH NEGOTIATIONS	66
64.	NON-EXCLUSIVITY	67
65.	CAPTIONS AND PARAGRAPH HEADINGS.....	67
66.	FORCE MAJEURE	67
67.	FORMS AND PROCEDURES	67
68.	DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS	67
69.	MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY	68
70.	NOTICE OF DELAYS	68
71.	RE-SOLICITATION OF BIDS AND PROPOSALS.....	68
72.	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT	68
73.	ACCESS TO COUNTY FACILITIES	68
74.	COUNTY FACILITY OFFICE SPACE	69
75.	PHYSICAL ALTERATIONS	69
76.	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	69
77.	RECYCLED PAPER.....	69
78.	COMPLIANCE WITH COUNTY’S ZERO TOLERANCE ON HUMAN TRAFFICKING	69
79.	TIME OFF FOR VOTING	69
80.	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES	69
81.	COMPLIANCE WITH COUNTY POLICY OF EQUITY	70

82.	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)	70
83.	SURVIVAL	70

EXHIBITS

Exhibit A Statement of Work

Attachment A.1 – System Requirements

Attachment A.2 – System Overview

Attachment A.3 – System Architecture

Attachment A.4 – Acceptance Certificate

Attachment A.5 – Participating Cities

Exhibit B Project and Payment Schedule

Schedule B.1 Hourly Labor Rates

Schedule B.2 Additional Work Schedule

Exhibit C System Maintenance

Exhibit D Administration of Agreement

Exhibit E Confidentiality and Assignment Agreement

Exhibit F Contractor's EEO Certification

Exhibit G Jury Service Ordinance

Exhibit H Safely Surrendered Baby Law

Exhibit I Source Code Escrow Agreement

THIS AGREEMENT is entered into this _____ day of _____, 2020 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter “County”), and Econolite Systems, Inc., 1250 N. Tustin Avenue., Anaheim, CA 92807, a California corporation (hereinafter “Contractor”) (hereinafter collectively also the “parties”).

RECITALS

WHEREAS, Econolite Systems, Inc. (hereinafter also “Econolite”) is a contractor that has developed proprietary software systems, including the traffic control system currently known as Centrac®[®], which is a “National Electrical Manufacturers Association (NEMA) Traffic Control System”; and

WHEREAS, County desires to employ Contractor to deliver, implement, and integrate Centrac®[®], the National Electrical Manufacturers Association (NEMA) Traffic Control System software in order to provide County with an Advanced Transportation Management System (hereinafter “System”) for the benefit of County’s Department of Public Works (hereinafter “Department”); and

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications, technical competence, and staffing to provide to County the work contemplated by this Agreement.

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

1. APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The provisions of this document (hereinafter “Base Agreement”), along with Exhibits A, B, C, D, E, F, G, H and I including all Attachments and Schedules thereto, whether attached hereto, and described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the “Agreement”. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A — Statement of Work

Attachment A.1 – System Requirements

Attachment A.2 – System Overview

Attachment A.3 – System Architecture

Attachment A.4 – Acceptance Certificate

Attachment A.5 – Participating Cities

Exhibit B — Project and Payment Schedule

Schedule B.1 — Hourly Labor Rates

Schedule B.2 — Additional Work Schedule

Exhibit C — System Maintenance

- Exhibit D – Administration of Agreement
- Exhibit E – Confidentiality and Assignment Agreement
- Exhibit F – Contractor’s EEO Certification
- Exhibit G – Jury Service Ordinance
- Exhibit H – Safely Surrendered Baby Law
- Exhibit I – Source Code Self Escrow Agreement

1.2 ENTIRE AGREEMENT

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

1.3 DEFINITIONS

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

1.3.1 ACCEPTANCE

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

1.3.2 ACCEPTANCE TEST

The term “Acceptance Test” shall mean any of the System acceptance tests conducted by County or Contractor, as applicable, under Exhibit A (Statement of Work).

1.3.3 ACCEPTANCE TEST REPORT

The term “Acceptance Test Report” shall mean a report provided by Contractor to County demonstrating that the System has passed the applicable Acceptance Test(s), as required under Exhibit A (Statement of Work).

1.3.4 ADDITIONAL PRODUCTS

The term “Additional Product(s)” shall mean any item of software or hardware, and related Documentation, that Contractor may provide as part of Additional Work upon County’s request and approval.

1.3.5 ADDITIONAL WORK

The term “Additional Work” shall mean Programming Modifications, Professional Services, and/or Additional Products that may be provided by Contractor to County upon County’s request and approval.

1.3.6 AGREEMENT

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

1.3.7 AMENDMENT

The term “Amendment” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).

1.3.8 ANNUAL FEES

The term “Annual Fee(s)” shall mean the annual portion of the Service Fees to be paid by County to Contractor for System Maintenance commencing at the end of the Warranty Period in accordance with the terms of this Agreement, including Exhibit B (Project and Payment Schedule).

1.3.9 APPLICATION SOFTWARE

The term “Application Software” shall mean all software, including Core Software, Server-to-Server Software, Programming Modifications, Third Party Products, Software Modifications and related Documentation, to be provided by Contractor to County or Participating Cities as part of the System in accordance with the terms of this Agreement.

1.3.10 BASE AGREEMENT

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

1.3.11 BOARD OF SUPERVISORS; BOARD

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

1.3.12 BUSINESS DAY

The term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

1.3.13 BUSINESS HOURS

The term “Business Hours” shall mean Monday through Friday from 7 a.m. to 6 p.m. Pacific Time (PT) during Business Days, as further specified in Section 1 (General) of Exhibit C (System Maintenance).

1.3.14 CHANGE NOTICE

The term “Change Notice” shall have the meaning specified in Paragraph 4.2 (Change Notices).

1.3.15 CHANGE ORDER

The term “Change Order” shall mean any Change Notice executed by the parties for acquisition of Additional Work under the Change Notice.

1.3.16 CITY

The terms “City” shall mean any city specified in Section 1 (Project Scope) of Exhibit A (Statement of Work).

1.3.17 CLIENT ENVIRONMENT

The term “Client Environment” shall mean the client environment for the System provided by County in accordance with Contractor’s specifications, including workstations, operating system software and web browsers that will be used by County Users to access the System.

1.3.18 CONFIDENTIAL INFORMATION

The term “Confidential Information” shall mean any data or information, in any format, and includes sensitive financial information, any County data and any other information

otherwise deemed confidential by County or by Contractor or by applicable Federal, State or local law, as further specified in Paragraph 18 (Confidentiality and Security).

1.3.19 CONTRACT SUM

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

1.3.20 CONTRACTOR

The term “Contractor” shall have the meaning specified in the Recitals to the Agreement.

1.3.21 CONTRACTOR KEY PERSONNEL

The term “Contractor Key Personnel” shall have the meaning specified in Paragraph 3.1 (Contractor Administration).

1.3.22 CONTRACTOR KEY STAFF

The term “Contractor Key Staff” shall have the meaning specified in Paragraph 3.3 (Approval of Contractor’s Staff).

1.3.23 CONTRACTOR’S PROJECT DIRECTOR; CONTRACTOR’S PD

The terms “Contractor’s Project Director” and “Contractor’s PD” shall have the meaning specified in Paragraph 3.2.1 (Contractor’s Project Director).

1.3.24 CONTRACTOR’S PROJECT EXECUTIVE

The term “Contractor’s Project Executive” shall be the person designated as such in Section 2 (Contractor Key Personnel) of Exhibit D (Administration of Agreement).

1.3.25 CONTRACTOR’S PROJECT MANAGER; CONTRACTOR’S PM

The terms “Contractor’s Project Manager” and “Contractor’s PM” shall have the meaning specified in Paragraph 3.2.2 (Contractor’s Project Manager).

1.3.26 CORE SOFTWARE

The term “Core Software” shall mean Contractor’s pre-developed software and other tools, and related Documentation, provided by Contractor pursuant to this Agreement as part of System Software, which shall meet some or all of the System Requirements.

1.3.27 COTS

The term “COTS” shall mean Commercial Off-The-Shelf as it relates to software.

1.3.28 COUNTY

The term “County” shall mean the County of Los Angeles, California, including its Department of Public Works.

1.3.29 COUNTY KEY PERSONNEL

The term “County Key Personnel” shall have the meaning specified in Paragraph 2.1 (County Administration).

1.3.30 COUNTY MATERIALS

The term “County Materials” shall have the meaning specified in Paragraph 16.1 (County Materials).

1.3.31 COUNTY SOFTWARE

The term “County Software” shall mean any County software installed and utilized by County in its Client Environment.

1.3.32 COUNTY’S PROJECT DIRECTOR

The term “County’s Project Director” shall have the meaning specified in Paragraph 2.2.1 (County’s Project Director).

1.3.33 COUNTY’S PROJECT MANAGER

The term “County’s Project Manager” shall have the meaning specified in Paragraph 2.2.2 (County’s Project Manager).

1.3.34 CUSTOMIZATIONS

The term “Customizations” shall mean customizations, configurations or other modifications to the Application Software, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s request and approval in order for the System to meet additional System Requirements.

1.3.35 DAY

The term “Day” shall mean calendar day and not Business Day.

1.3.36 DEFICIENCY; DEFICIENCIES

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

1.3.37 DELIVERABLE; DELIVERABLE

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

1.3.38 DEPARTMENT; DPW; PUBLIC WORKS

The terms “Department”, “DPW” and “Public Works” shall mean and refer to County’s Department of Public Works.

1.3.39 DIRECTOR

The term “Director” shall mean the Director of Public Works or designee.

1.3.40 DISPUTE RESOLUTION PROCEDURE

The term “Dispute Resolution Procedure” shall mean and refer to the provisions of Paragraph 53 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

1.3.41 DOCUMENTATION

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

1.3.42 DOWNTIME

The term “Downtime” shall mean the period when the System or any System component is unavailable, whether scheduled or unscheduled, as further specified in Exhibit C (System Maintenance).

1.3.43 DEFICIENCY CREDITS

The term “Deficiency Credit(s)” shall have the meaning specified in Section 4 (Deficiency Credits) of Exhibit C (System Maintenance).

1.3.44 DUE DATE

The term “Due Date” shall mean the due date for the completion of any Deliverable in the Project Schedule.

1.3.45 EFFECTIVE DATE

The term “Effective Date” shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.

1.3.46 EXTENDED TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 7.2 (Extended Term).

1.3.47 FINAL ACCEPTANCE

The term “Final Acceptance” shall mean County’s written approval of the System in accordance with the terms of this Agreement.

1.3.48 FINAL ACCEPTANCE DATE

The term “Final Acceptance Date” shall mean the date of Final Acceptance.

1.3.49 GO-LIVE

The term “Go-Live” shall mean the point at which the System will be activated and in use in the live Production Environment by County, following County’s approval.

1.3.50 GO-LIVE DATE

The term “Go-Live Date” shall mean the date of Go-Live.

1.3.51 HOURLY LABOR RATES

The term “Hourly Labor Rates” means a fully burdened hourly rate, which includes a blended and allocated average of direct and indirect costs, overhead, administrative expenses and any and all other incidental expenses attributable to each personnel hour worked.

1.3.52 IMPLEMENTATION COST

The term “Implementation Cost” shall mean the fees for the cost of Implementation Services, as specified in Exhibit B (Project and Payment Schedule).

1.3.53 IMPLEMENTATION PERIOD

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

1.3.54 IMPLEMENTATION SERVICES

The term “Implementation Services” shall mean System Environment setup, System Software installation, data migration and/or conversion, Acceptance Tests, Training, and other Work to be provided by Contractor as part of the System implementation pursuant to Exhibit A (Statement of Work) up to and including Final Acceptance of the System.

1.3.55 INITIAL TERM

The term “Initial Term” shall have the meaning specified in Paragraph 7.1 (Initial Term).

1.3.56 INTERFACED SYSTEM

The term “Interfaced System” shall mean any system interfaced with the System, including where County Software resides.

1.3.57 INTERFACES

The term “Interface(s)” shall mean the set of software mechanisms, which may be provided by Contractor under this Agreement as part of Programming Modifications, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.

1.3.58 KEY DELIVERABLE

The term “Key Deliverable” shall mean a Deliverable marked as such on Exhibit B (Project and Payment Schedule).

1.3.59 LEVEL 1 SEVERITY

The term “Level 1 Severity” shall have the meaning specified in Section 3 (Corrective Maintenance) of Exhibit C (System Maintenance).

1.3.60 LEVEL 2 SEVERITY

The term “Level 2 Severity” shall have the meaning specified in Section 3 (Corrective Maintenance) of Exhibit C (System Maintenance).

1.3.61 LEVEL 3 SEVERITY

The term “Level 3 Severity” shall have the meaning specified in Section 3 (Corrective Maintenance) of Exhibit C (System Maintenance).

1.3.62 LICENSE

The term “License” shall have the meaning specified in Paragraph 10.2 (License).

1.3.63 MAJOR VERSION RELEASE

The term “Major Version Release” shall mean and refer to a Software Update which increases the whole number of the current Application Software version or the first decimal number of the version.

1.3.64 MAXIMUM FIXED PRICE

The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for identified Deliverables listed under Exhibit A (Statement of Work) in accordance with the prices, rates and other fees listed in Exhibit B (Project and Payment Schedule) or any Additional Work approved by County to be provided by Contractor in accordance Paragraph 5.3 (Additional Work) and 8.4 (Additional Work) of the Base Agreement.

1.3.65 MONTHLY FEE

The term “Monthly Fee” shall mean 1/12th of the Annual Fee.

1.3.66 PARTICIPATING CITY

The term “Participating City” shall the same meaning as “City.”

1.3.67 PILOT CITY

The term “Pilot City” shall mean any Participating City identified by County for the initial implementation under the Statement of Work.

1.3.68 POOL DOLLARS

The term “Pool Dollars” shall mean the amount allocated under this Agreement for the provision by Contractor of Additional Work, including Customizations, Professional Services, and Additional Products, approved by County in accordance with the terms of this Agreement.

1.3.69 PRODUCTION ENVIRONMENT

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

1.3.70 PRODUCTION USE

The term “Production Use” shall mean the actual use of the System in the Production Environment for the performance of County’s operations commencing upon Go-Live.

1.3.71 PROFESSIONAL SERVICES

The term “Professional Service(s)” shall mean consulting services and/or training that Contractor may provide upon County’s request and approval in the form of Additional Work in accordance with Paragraph 5.3 (Additional Work) and 8.4 (Additional Work).

1.3.72 PROGRAMMING MODIFICATIONS

The term “Programming Modification(s)” shall mean the customizations and/or other programming modifications to the Application Software, including Customizations and Interfaces, and related Documentation, which may be provided by Contractor during the term of the Agreement upon County’s request and approval for the System to meet existing or future System Requirements.

1.3.73 PROJECT SCHEDULE

The term “Project Schedule” shall mean the agreed upon timeline for the Tasks, Subtasks and Deliverables specified in Exhibit A (Statement of Work) and Exhibit B (Project and Payment Schedule).

1.3.74 RELEASE CONDITIONS

As used herein, the term “Release Condition(s)” shall have the meaning set forth in Paragraph 10.3.3 (Source Code Release Conditions).

1.3.75 REPLACEMENT PRODUCT

The term “Replacement Product” shall have the meaning set forth in Paragraph 12.4 (Continuous Product Support).

1.3.76 SCOPE OF WORK

The term “Scope of Work” shall mean the scope of Additional Work agreed by the parties to be provided by Contractor as Additional Work.

1.3.77 SECURITY REQUIREMENTS

The term “Security Requirements” shall mean and refer to the System security requirements specified in and agreed to by Contractor.

1.3.78 SELF-ESCROW

As used herein, the term “Self-Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.79 SERVER ENVIRONMENT

The term “Server Environment” shall mean the architectural and operational environment for the System, and related Documentation, including server operating software and hardware.

1.3.80 SERVER-TO-SERVER SOFTWARE

The term “Server-to-Server Software” shall mean the System Software installed to allow communication between County and Cities and among the Cities specified by County.

1.3.81 SERVICE FEES

The term “Service Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of System Maintenance, including Maintenance Services and Support Services, in accordance with the terms of this Agreement, including Exhibit B (Project and Payment Schedule).

1.3.82 SERVICES

The term “Services” shall mean Implementation Services, Maintenance Services, Support Services, any services that are part of Additional Work, and any other services provided by Contractor under this Agreement.

1.3.83 SEVERITY LEVEL; PROBLEM SEVERITY LEVEL

The terms “Severity Level” and “Problem Severity Level” shall have the meaning specified in Section 3 (Corrective Maintenance) of Exhibit C (System Maintenance).

1.3.84 SOFTWARE MODIFICATIONS

The term “Software Modification(s)” shall mean Programming Modifications, Software Updates, Additional Products, and any Replacement Products, and related Documentation, which may be provided by Contractor under the Agreement. Once accepted and approved by County, Software Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.85 SOFTWARE UPDATES

The term “Software Update(s)” shall mean and include any additions to and/or replacements to the System Software, available or made available subsequent to Go-Live, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, server software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software consisting, including but not limited to those required for the System to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit C (System Maintenance) and Exhibit A (Statement of Work), including all Schedules and Attachments thereto.

1.3.86 SOURCE CODE

The term “Source Code” shall mean the source code for Application Software, to the extent available, developed for or licensed by Contractor to County or Participating Cities under this Agreement, including Core Software, Server-to-Server Software, Software Modifications and Interfaces, together with all Documentation and other proprietary information related to such source code.

1.3.87 SOURCE CODE ESCROW

As used herein, the term “Source Code Escrow” shall have the meaning specified in Paragraph 10.3.1 (Source Code Escrow).

1.3.88 SOURCE CODE ESCROW AGREEMENT

As used herein, the term “Source Code Escrow Agreement” shall mean any agreement, including all addenda, amendments, and modifications thereto, utilized by Contractor for depositing into escrow the Source Code for Application Software in accordance with Paragraph 10.3.1 (Source Code Escrow).

1.3.89 SPECIFICATIONS

The term “Specification(s)” shall mean any or all of the following, as applicable:

- (1) All specifications, requirements and standards set forth in Attachment A.1 (System Requirements) and the Deliverables in Exhibit A (Statement of Work).
- (2) All System Performance Requirements and standards set forth in this Agreement, including, but not limited to, requirements for System Availability and Response Time identified in Exhibit C (System Maintenance).
- (3) The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
- (4) All specifications identified as such by Contractor, including, but not limited to, the Project Schedule, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
- (5) All System Environment requirements and certifications provided by Contractor in accordance with this Agreement with respect to the System.
- (6) All requirements and/or specifications added to the System by Additional Work, including Customizations, Interfaces, and Additional Products, and any Software Updates.
- (7) All written and/or electronic materials furnished by or through Contractor regarding

the Application Software or the System, including functionality, features, capacity, availability, response times, accuracy or any other performance or other System criteria or any element of the System or any System component.

1.3.90 STATE

The term “State” means the State of California.

1.3.91 STATEMENT OF WORK; SOW

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

1.3.92 SYSTEM

The term “System” shall mean the combination of the software, hardware, networking and infrastructure for the operation of Application Software provided by Contractor, including but not limited to the System Environment, System Software, System Hardware, System Data, System Environment components and the products of any Additional Work that may be provided by Contractor to County or Participating Cities upon County’s request and approval in accordance with the terms of this Agreement.

1.3.93 SYSTEM DATA

The term “System Data” shall mean the data utilized by and/or stored in the System.

1.3.94 SYSTEM ENVIRONMENT

The term “System Environment” shall mean the architectural and operational environment of the System, and related Documentation, including System Hardware and Third Party Software.

1.3.95 SYSTEM HARDWARE

The term “System Hardware” shall mean hardware, networking and other equipment provided by County or Contractor, as applicable, as part of the System Environment.

1.3.96 SYSTEM MAINTENANCE

The term “System Maintenance” shall mean Maintenance Services and Support Services provided by Contractor in accordance with Exhibit C (System Maintenance), as further specified in Paragraph 5.2 (System Maintenance).

1.3.97 SYSTEM REQUIREMENTS

The term “System Requirements” shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the System, as specified in Attachment A.1 (System Requirements).

1.3.98 SYSTEM SOFTWARE

The term “System Software” shall mean the software, including Application Software, County Software and Third Party Software, and related Documentation, provided by County or Contractor, as applicable, as part of the System in accordance with the terms of this Agreement.

1.3.99 TASK; TASK; SUBTASK; SUBTASK

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

1.3.100 THIRD PARTY PRODUCTS

The term “Third Party Product(s)” shall mean any products of third parties provided by Contractor to County or Participating Cities under this Agreement as part of the System, and related Documentation, to meet some of the System Requirements.

1.3.101 THIRD PARTY SOFTWARE

The term “Third Party Software” shall mean any software of third parties provided by Contractor or County, as applicable, under this Agreement as part of the System, including those included in the System Environment and Application Software.

1.3.102 TRAINING

The term “Training” shall mean training relating to the System to be provided by Contractor pursuant to this Agreement, including initial System training and any additional training that County may acquire as part of Professional Services.

1.3.103 USER

The term “User” shall mean any person authorized by County to access or use the System pursuant to this Agreement.

1.3.104 VERSION RELEASE

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

1.3.105 WARRANTY PERIOD

The term “Warranty Period” shall have the meaning specified in 12.1 (Warranty Period), as further specified in Exhibit A (Statement of Work).

1.3.106 WORK

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including System components, Implementation Services, System Maintenance and Additional Work.

2. ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County and identified in this Paragraph 2 below (hereinafter “County Key Personnel”) are listed in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement). Unless otherwise specified, reference to each of the persons listed in such Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

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

2.2 COUNTY KEY PERSONNEL

2.2.1 COUNTY'S PROJECT DIRECTOR

County's Project Director will be responsible for ensuring that the objectives of this Agreement are met. County's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

2.2.2 COUNTY'S PROJECT MANAGER

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

2.3 COUNTY PERSONNEL

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

2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of County's Project Manager as described in this Paragraph 2.4. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

3. **ADMINISTRATION OF AGREEMENT – CONTRACTOR**

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor and identified in this Paragraph 3 below (hereinafter "Contractor Key Personnel") are listed in Section 2 (Contractor Key Personnel) of Exhibit D (Administration of Agreement). All staff employed by and/or on behalf of Contractor, including the persons listed in such Section 2 (Contractor Key Personnel) of Exhibit D (Administration of Agreement), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

3.2 CONTRACTOR KEY PERSONNEL

3.2.1 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be responsible for Contractor's performance of all its tasks, subtasks and other Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director as required by County. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

3.2.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.5 (Status Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Manager and Contractor's Project Manager.

3.3 APPROVAL OF CONTRACTOR'S STAFF

- 3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.3.2 County shall have the right to approve or disapprove each member, or proposed member, of Contractor's Project Director, Contractor's Project Manager and any staff providing Training or on-site Work to County or Participating Cities under this Agreement or with access to any of County's sensitive information (hereinafter "Contractor Key Staff") prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor Key Staff performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor Key Staff member and a proposed substitute and an opportunity to interview such person prior to his/her performance of any Work hereunder.
- 3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit E) for each member of the Contractor Key Staff performing Work under this Agreement on or immediately after the Effective Date, but in no event later than the date such member of the Contractor Key Staff first performs Work under this Agreement.
- 3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor Key Staff. Contractor shall promptly fill any Contractor Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor Key Staff member(s) being replaced.
- 3.3.5 In the event Contractor should ever need to remove any member of the Contractor Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor Key Staff during the term of the Agreement, Contractor shall replace such person with another to County's satisfaction.
- 3.3.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.3.7 All staff employed by and on behalf of the Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the state of California. All

Contractor Key Personnel and all other members of the Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

3.4 BACKGROUND AND SECURITY INVESTIGATIONS

3.4.1 Each of Contractor's staff performing Work under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Work under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing Work under the Agreement. Contractor shall comply with County's request at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

3.4.3 Disqualification, if any, of Contractor's staff, including subcontractor's staff, pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

3.5 STATUS REPORTS BY CONTRACTOR

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

- (1) Tasks accomplished since the last meeting
- (2) A review of any incomplete Tasks and the reasons why they are not completed
- (3) An outline of the Tasks anticipated to be accomplished in the next monthly period
- (4) A list and status of outstanding issues, Deliverables, and Invoices as required by this Agreement
- (5) Any Project risks or problems identified as part of the implementation process.
- (6) Tracking of all issues and their resolution.

3.6 RULES AND REGULATIONS

3.6.1 During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an

employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

3.7 CONTRACTOR'S STAFF IDENTIFICATION

3.7.1 Contractors shall provide each member of the staff assigned to this Agreement staff a visible photo identification badge. While on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge.

3.7.2 Contractor shall notify County within one (1) Business Day when staff is terminated from work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.

4. CHANGES NOTICES AND AMENDMENTS

4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4. County reserves the right to change any portion of the Work required under this Agreement or to amend such other terms or conditions as may become necessary. All such changes shall be accomplished only as provided in this Paragraph 4.

4.2 CHANGE NOTICES

Except as otherwise provided in this Agreement, for any change requested by County which does not materially affect the scope of Work, term, payments or any term or condition included in this Agreement, a negotiated written notice of such change (hereinafter "Change Notice") shall be prepared and executed by County's Project Director and Contractor's Project Director or Contractor's authorized representative(s). Consistent with the foregoing, the parties may execute a Change Notice, which may be in the form of a Change Order, for (i) any acquisition of Additional Work under the Agreement; (ii) changes to the Statement of Work or System Requirements, which do not materially impact the scope of Work; (iii) adding and/or removing Participating Cities under the Agreement as listed in Attachment A.5 (Participating Cities); and (iv) reallocating to the Pool Dollars available under the Agreement any savings resulting from revisions to the Statement of Work, System Requirements or the composition of Participating Cities under the Agreement as listed in Attachment A.5 (Participating Cities).

4.3 AMENDMENTS

Except as otherwise provided in the Agreement, for any change requested by County that materially affects the scope of Work, term, payments or any term or condition included in this Agreement, a negotiated written amendment shall be prepared and executed by Contractor, by its authorized representative(s), and County, by its Board of Supervisors or, if delegated by the Board, the Director.

Notwithstanding the foregoing, the Director, or designee, is specifically authorized to issue notices for exercising Agreement term extension options as provided in Paragraph 7.2 (Extended Term). Furthermore, the Director is specifically authorized to execute Amendments on behalf of County to (i) add and/or update terms and conditions as required by County's Board of Supervisors or the Chief Executive Office; (ii) effect assignment of rights and/or delegation of duties as required under Paragraph 19 (Prohibition against Assignment and Delegation); and (iii) amend, replace and/or add a Source Code Escrow Agreement.

4.4 PROJECT SCHEDULE

Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

4.5 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 or Paragraph 21 (Termination/Suspension for Convenience), Director shall take all appropriate actions to carry out any orders of County's Board of Supervisors relating to this Agreement, which directly impact the System or the budget allocated for the System or the Agreement, and, for this purpose, Director is authorized: (i) to issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 21 (Termination/Suspension for Convenience) without further action by County's Board of Supervisors and/or (ii) to prepare and execute Amendment(s) to this Agreement, which shall reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

4.5.1 Such notices of partial or total termination shall be authorized under the following conditions:

- (1) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances, and publicly known guidelines and directives.
- (2) Director shall obtain the approval of County Counsel for any notice.
- (3) Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

4.5.2 Such Amendments shall be authorized under the following conditions:

- (1) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations and ordinances, and publicly known guidelines and directives.
- (2) County's Board of Supervisors has appropriated sufficient funds for purposes of such

Amendments and this Agreement.

- (3) Director shall obtain the approval of County Counsel for any Amendment.
- (4) Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each Amendment.

4.6 CHANGE ORDERS

Change Orders proposed or executed by the parties for acquisition of Additional Work or other changes to the Statement of Work or System Requirements allowable under the Agreement by Change Notice shall include, unless waived in writing by County's Project Director:

- (1) A quotation of a "not to exceed" Maximum Fixed Price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures (including labor expenses calculated using the Hourly Labor Rates for personnel time);
- (2) Staff level recommended for completion of the applicable Work;
- (3) Estimated personnel hours for completion of the requested Work;
- (4) To the extent Programming Modifications are requested, functional System Software Specifications;
- (5) Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
- (6) If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (i.e., other than the Work requested under the Change Order); and
- (7) A description and Contractor's cost of any applicable hardware, third party software, or other materials required to complete the requested Work; and

4.6.1 DURATION OF CHANGE ORDER PRICE QUOTATION

Contractor's quotations under the proposed Change Order, including the "not to exceed price" under Paragraph 4.6, shall be valid for ninety (90) days from the date of its submission.

4.6.2 CHANGE ORDER DISPUTE RESOLUTION

In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees based on the applicable procedure as specified in Paragraph 4.1 (General) and Paragraph 9 (Invoices and Payments).

4.6.3 CHANGE ORDER AUDIT

County is entitled to audit, in accordance with Paragraph 30 (Records and Audits), Contractor's compliance with this Paragraph 4.6 with respect to the Work performed pursuant to any Change Order.

4.7 FACSIMILE/ELECTRONIC MAIL TRANSMISSION

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

5. **SCOPE OF WORK**

In exchange for County's payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (System Maintenance), Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work) with all Attachments thereto and Exhibit C (System Maintenance) with all Schedules thereto at the applicable rates and prices specified in Exhibit B (Project and Payment Schedule) with all Schedules thereto.

5.1 SYSTEM COMPONENTS

Contractor shall provide the License to all System Software, including but not limited to Application Software, Third Party Software including Third Party Products and all Software Modifications in order to meet the System Requirements as such may be revised during the term of the Agreement, all in accordance with the provisions of Paragraph 10 (Ownership and License) and the Agreement.

5.2 SYSTEM MAINTENANCE

Contractor shall provide County System Maintenance services relating to the maintenance and support of the System, including but not limited to Maintenance Services and Support Services, as provided in, and in accordance with, this Agreement, including Exhibit C (System Maintenance). System Maintenance obligations shall commence upon Go-Live and shall continue through the term of this Agreement.

5.3 ADDITIONAL WORK

Upon the written request of County's Project Director or designee following Go-Live and mutual agreement, Contractor shall provide to County Additional Work using Pool Dollars, including Programming Modifications, Professional Services and/or Additional Products, in accordance with Paragraph 8.4 (Additional Work) at the applicable pricing terms set forth in Exhibit B (Project and Payment Schedule). Programming Modifications shall only include those products and services relating to the requirements not reflected on the Effective Date in the Specifications or System Requirements, as determined by County's Project Director or designee.

Upon County's request and Contractor's agreement to provide the Additional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Scope of Work and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Project and Payment Schedule), including Schedules B.1 (Hourly Labor Rates) and B.2 (Additional Work Schedule). Following agreement by the parties with respect to

such Scope of Work and the Maximum Fixed Price, the parties shall execute a Change Order for such Additional Work in accordance with Paragraph 4.6 (Change Orders). Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Additional Work, Schedule B.2 (Additional Work Schedule) shall be updated by County accordingly to add such items of Additional Work by Change Notice or otherwise by notice to Contractor.

5.4 STANDARD OF SERVICES

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

5.5 TESTING OF WORK

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

5.6 INTEGRATION/INTERFACING

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

5.7 UNAPPROVED WORK

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

6. PROJECT SCHEDULE

6.1 PROJECT PLAN

Contractor shall implement the System in accordance with the Project Schedule, set forth in Exhibit B (Project and Payment Schedule).

6.2 KEY DELIVERABLES AND MILESTONES

Exhibit B (Project and Payment Schedule) shall specify certain Deliverables as Key Deliverables and/or Milestones, as determined by County. A Key Deliverable or a Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County, provided that all Work required for completion of such Key Deliverable or Milestone is thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether a Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion.

7. TERM

7.1 INITIAL TERM

The term of this Agreement shall commence upon the Effective Date and shall expire three (3) years following the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term").

7.2 EXTENDED TERM

At the end of the Initial Term, County may, at its sole option, elect to extend the term of this Agreement for two (2) years (hereinafter "Extended Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. County may exercise its option under this Paragraph 7.2 to extend the Agreement beyond the Initial Term by providing an advance written notice to Contractor no later than thirty (30) days prior to the expiration of the Initial Term. Should County elect not to exercise the extension option as specified in this Paragraph 7.2, this Agreement shall expire as of midnight at the end of the Initial Term.

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

7.3 DEFINITION OF TERM

As used throughout this Agreement, the word "term" when referring to the term of the Agreement shall include the Initial Term and the Extended Term, to the extent County exercises any of its extension option pursuant to Paragraph 7.2 (Extended Term).

7.4 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address set forth in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

8. CONTRACT SUM

8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed nine hundred fifty five thousand Dollars (\$955,000), as further detailed in Exhibit B (Project and Payment Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Changes Notices and Amendments). The Contract Sum under this Agreement shall cover authorized payments for any and all Work provided by Contractor under the Agreement, including all System components, Implementation Services, System Maintenance and any Additional Work. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor to deliver to County and Participating Cities, and County accepting, within the required delivery schedule. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's responsibility to design, achieve and timely deliver the System in accordance with the terms of the Agreement. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Section 1 (County Key Personnel) in Exhibit D (Administration of Agreement). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

8.2 SYSTEM IMPLEMENTATION

8.2.1 IMPLEMENTATION COST

County will reimburse Contractor for System Implementation by payment of the applicable Implementation Cost for providing System Environment specifications, System Software installation, data migration and/or conversion (if any), Acceptance Tests, Training, and any other Work to be provided by Contractor as part of System Implementation pursuant to Exhibit A (Statement of Work). Implementation Cost will be paid by County to Contractor following Contractor's completion and County's approval of the Statement of Work Deliverables as set forth in Exhibit B (Project and Payment Schedule).

8.2.2 CREDITS TO COUNTY

In an increasingly mobile society, it is critical to improve traffic flow through multiple jurisdictions within the County of Los Angeles in an effort to enhance mobility, relieve traffic congestion and increase air quality. To meet these goals, County continues to work with cities Countywide to improve mobility and provide traffic signal data exchange through multiple jurisdictions. Because many agencies need to be brought online in a timely manner, time is of the essence to implement the System. Any delay in the completion and delivery of the System decreases the efficiency and value of both the System and the information exchange network. County and Contractor have identified the Key Deliverables set forth in the Project Schedule specified in Exhibit B (Project and Payment Schedule), Contractor's timely completion and delivery of which will ensure County receives, and is able to implement, the System in a timely fashion, and therefore improve mobility, relieve traffic congestion and enhance air quality in the County of Los Angeles. If Contractor fails to complete and deliver such Key Deliverables by the dates set forth in such Project Schedule, it is mutually agreed that such delay increases the likelihood that Contractor will not complete and deliver the System in a timely manner, and, therefore, decreases County's ability to use the System to achieve its goals.

Contractor, therefore, agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Paragraph 8.2.2 below, as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.

For each and every occasion upon which a Key Deliverable has not been completed by Contractor within thirty (30) days after the date scheduled for completion thereof as set forth in such Project Schedule, other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by County's Project Manager or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise. All of the foregoing credits shall apply separately, and cumulatively, to each such Key Deliverable in the Project Schedule. Determination whether County shall assess credits due to it pursuant to this Paragraph 8.2.2 shall be made by County's Project Manager in his/her reasonable discretion.

Such credits will be calculated according to the following rules:

- (i) Deliverables not properly completed within thirty (30) working days of the Deliverable due date, as specified in Exhibit B (Project and Payment Schedule), shall entitle County to a credit of Five Hundred Dollars (\$500) for each day of the actual cost of such Deliverable, as set forth in Exhibit B (Project and Payment Schedule).
- (ii) The credits shall be increased by Five Hundred Dollars (\$500) for each day of such cost each Working Day the Deliverable is late beyond the thirty (30) working days.

A Deliverable shall be deemed completed for purposes of this Paragraph 8.2.2 and Paragraph 8.2.3 (Termination/Suspension) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior

rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. For purposes of this Paragraph 8.2.2 and Paragraph 8.2.3 (Termination/Suspension), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

8.2.3 TERMINATION/SUSPENSION

In addition to the foregoing provisions of Paragraph 8.2.2 (Credits to County), if any Key Deliverable is not completed within ninety (90) days after the applicable Due Date, and thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), other than as a result of delays caused by acts or omissions of County as determined by Director in his/her reasonable judgment, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate/suspend this Agreement for default in accordance with Paragraph 20 (Termination/Suspension for Default) or for convenience in accordance with Paragraph 21 (Termination/Suspension for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Paragraph 20 (Termination/Suspension for Default).

8.3 SYSTEM MAINTENANCE

Contractor shall, during the term of this Agreement, provide County System Maintenance services, including Maintenance Services and Support Services, in exchange for County's payment of the applicable Service Fees in accordance with and as set forth in Exhibit B (Project and Payment Schedule), with all Schedules thereto. Service Fees will be paid by County to Contractor for System Maintenance commencing at the end of the Warranty Period and shall not exceed the amounts specified in such Exhibit B (Project and Payment Schedule).

8.4 ADDITIONAL WORK

Upon County's request for Additional Work and mutual agreement, Contractor shall provide to County Additional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Scope of Work, as specified in Paragraph 5.3 (Additional Work). Contractor's rates for Additional Work shall be subject to the applicable pricing terms set forth in Exhibit B (Project and Payment Schedule) for the term of this Agreement. Any Additional Work provided by Contractor shall not cause an increase in the Service Fees under this Agreement with the exception of any Additional Software procured as part of Additional Products that may require an increase. Absent an Amendment in accordance with Paragraph 4 (Changes Notices and Amendments), the Pool Dollars are the aggregate amount available during the term of this Agreement for Additional Work requested and provided following Go-Live.

8.5 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future

fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.6 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

9. **INVOICES AND PAYMENTS**

9.1 INVOICES

Contractor shall invoice County in accordance with Exhibit B (Project and Payment Schedule), for (i) Implementation Services, based on the Deliverable amounts due upon Contractor's completion and County's written approval of billable Deliverables; (ii) System Maintenance, by payment in arrears of the applicable Service Fees for System Maintenance commencing upon Notice to Proceed; and (iii) all Additional Work, on a per Change Notice basis, by payment of the actual price expended by Contractor for the provision of any such Additional Work, which shall not exceed the Maximum Fixed Price quoted for such Additional Work following Contractor's completion and County's written approval of the Additional Work.

9.1.1 SUBMISSION OF INVOICES

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Project and Payment Schedule). All invoices and supporting documents under this Agreement shall itemize the Work completed or invoiced and shall be submitted in triplicate (original and two copies) to the person(s) and address specified in Exhibit D (Administration of Agreement).

9.1.2 INVOICE DETAILS

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

- (1) Agreement Name and Number;
- (2) The tasks, subtasks, deliverables, goods, services, other Work, any Change Orders or Amendments, as applicable, for which payment is claimed, including Implementation Services Deliverable(s), System Maintenance and Additional Work;
- (3) The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in Exhibit B (Project and Payment Schedule) or any Change Notice and Amendments, as applicable.

- (4) If the invoice is for Additional Work or any other Work for which Pool Dollars will be utilized, a copy of the applicable Change Order or Amendment, executed by the applicable representative of County, a copy of the Acceptance Certificate evidencing County's approval of such Work, and any additional supporting documentation reasonably requested by County. The invoice further shall include the cumulative amount of Pool Dollars charged to County to date, and the remaining Pool Dollars available for use in connection with future Additional Work or other Change Orders or Amendments.
- (5) If applicable, the amount due under Task 1 (Project Management) of Exhibit A (Statement of Work), which shall be the lesser of: (i) the maximum amount for Task 1 as enumerated in Exhibit B (Project and Payment Schedule) or (ii) the total cost of Work performed for the invoiced period. The total cost of Work performed shall be calculated by multiplying the amount of hours worked by the applicable Hourly Labor Rates set forth in Exhibit B (Project and Payment Schedule).
- (6) Indication of the maximum amount remaining under Task 1 (Project Management) of Exhibit A (Statement of Work), which shall equal: (i) the maximum amount available for Task 1 as enumerated in Exhibit B (Project and Payment Schedule) less (ii) the cumulative cost accrued for Work performed under Task 1 (Project Management) of Exhibit A (Statement of Work) to date.
- (7) The date of written approval by County's Project Director or designee of the tasks, subtasks, deliverables, goods, services or other Work that is part of System implementation or Additional Work;
- (8) Indication of any applicable withhold or holdback amounts for payments claimed or reversals thereof;
- (9) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (10) Any applicable Acceptance certificates signed by Contractor's Project Director and Contractor's Project Manager for System implementation or Additional Work; and
- (11) Any other information required by County's Project Director.

9.1.3 APPROVAL OF INVOICES

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

9.1.4 PARTIAL OR PROGRESS PAYMENTS

Contractor may be entitled to partial or progress payment for Work completed in respect of a task or a deliverable or other Work approved by the County only if authorized in writing by County's Project Director.

9.1.5 INVOICE DISCREPANCIES

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30)

days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

9.2 DELIVERY OF SYSTEM SOFTWARE

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

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

9.3 SALES/USE TAX

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

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

9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will endeavor reasonably to process each invoice received by the Contractor within thirty (30) days of receipt that have not been disputed in accordance with Paragraph 9.1.5 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

9.6 HOLDBACKS

County will hold back ten percent (10%) of the amount of Deliverable invoices submitted by the Contractor under this Agreement and approved by County pursuant to Paragraph 2.4 (Approval of Work), as further specified in Exhibit B (Project and Payment Schedule) and ten percent (10%) of the amount of each invoice for Additional Work approved by County under Paragraph 5.3 (Additional Work) (collectively, the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to Contractor upon completion of Deliverables as specified in Exhibit B (Project and Payment Schedule), subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.5 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in the Statement of Work, as provided herein.

10. OWNERSHIP AND LICENSE

10.1 OWNERSHIP

10.1.1 SYSTEM ENVIRONMENT

Contractor acknowledges that County, or the rightful owner, owns all System Hardware components provided (i) by County or Contractor for County shall be owned by County or (ii) by County, Contractor or City for such City shall be owned by the City; while the rightful owner of Third Party Software installed in the System Environment shall retain ownership of such Third Party Software, as may be further described in Attachment A.2 (System Overview).

10.1.2 APPLICATION SOFTWARE

All Application Software, including Software Modifications, provided by Contractor to County or Participating Cities pursuant to this Agreement and Third Party Products, and related Documentation, is and shall remain the property of Contractor or any rightful third party owner, with which all proprietary rights including patent, trademark, copyright, and trade secret rights and title shall reside, and which shall be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

10.1.3 SYSTEM DATA

All System Data provided or made accessible by County to Contractor is and shall remain the property of County during and following expiration or termination of the Agreement. Notwithstanding the foregoing, County shall not sell or transfer any traffic data generated by the System, including any derived data, to any private entities for profit without the prior written consent of Contractor. County hereby grants a license and shall, at no cost to County, provide to Contractor traffic data generated by the System for lawful use and distribution by Contractor. Such data shall be provided to Contractor “as-is” and without any warranties. Contractor shall notify County prior to transfer of any traffic data to private entities.

10.1.4 WORK PRODUCT

Contractor, or the rightful owner, shall remain the sole owner of Contractor’s Application Software, including the Baseline Application and Software Modifications, and all derivative works therein (hereinafter collectively “Work Product”). Work Product does not include any County Materials previously owned by County or designed or developed by Contractor for County.

10.2 LICENSE

10.2.1 LICENSE GRANT

Subject to the provisions of Paragraph 10.1 (Ownership), Contractor hereby grants to County and Participating Cities a perpetual, fully paid, non-exclusive license to use the System Software, including but not limited to Core Software, Server-to-Server Software and Additional Products that may be acquired under the Agreement, and Work Product, together with any related Documentation (hereinafter “License”), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) during the term specified in Paragraph 10.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third Party Software, the term and scope of which shall be subject to the terms of County’s agreement with the provider of such Third Party Software.

10.2.2 LICENSE TERM

The License granted under this Agreement shall commence upon the Effective Date and shall continue in perpetuity and without regard to the end of the term of this Agreement, unless otherwise specified herein.

Notwithstanding anything herein to the contrary, the License shall survive the termination or expiration of this Agreement for any reason.

10.2.3 SCOPE OF LICENSE

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

- (1) To use, install, integrate with other software, operate and execute the System Software in the System Environment on an unlimited number of computers, mobile devices, servers, local area networks and wide area networks, including web connections, for the number of intersections specified in Exhibit A (Statement of Work), by an unlimited number of Users in the conduct of the business of County and Participating Cities as provided in the Agreement;

- (2) To use, modify, copy, translate and compile the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions) has occurred which would permit County to use the Source Code as provided in this Paragraph 10.2.3 and Paragraph 10.3 (Source Code) below;
- (3) To use, modify, copy and display the Documentation, including but not limited to System and User manuals, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;
- (4) To extend connection of the System to all of the Cities identified in Attachment A.5 (Participating Cities) which acquire separate licenses to Contractor's National Electrical Manufacturers Association Traffic Control System. Such licenses shall be provided to such Cities or other agencies at no cost to County, except as specified in Exhibit A (Statement of Work).
- (5) To permit third party access to the System Software, the Documentation, the Source Code, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of System Maintenance services including Software Updates, Programming Modifications, Professional Services and other business use or support of the System Software as contemplated by this Agreement; provided, however, without limiting County's rights under this Paragraph 10.2.4(4), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) unless and until the occurrence of any one of the Release Conditions; and
- (6) Pursuant to Paragraph 54 (Assignment by County), to reproduce and use a reasonable number of copies of the System Software provided by Contractor: (i) by County and permitted assignees, for archive and backup purposes; and (ii) by County, for use by permitted assignees so long as all copies of the System Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

10.2.4 LICENSE RESTRICTIONS

County acknowledges and agrees (i) that the Application Software provided by Contractor to County and Participating Cities under the Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County and Participating Cities are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, retain all proprietary rights in and to the foregoing and the licensed programs, program concepts or any of the support materials, with the exception of County Materials, shall not be made available to any party or organization other than County including its departments and agencies, Participating Cities, and Users without the written consent of Contractor. Subsequently, County's License to the Application Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, County will not:

- (1) Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
- (2) Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 54 (Assignment by County)) the Application Software provided by Contractor;
- (3) Copy or reproduce the Application Software provided by Contractor in any way except as necessary for using the Application Software as contemplated by this Agreement or

for backup, archival or business continuity purposes;

- (4) Use the Application Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
- (5) Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the Application Software provided by Contractor.

10.2.5 THIRD PARTY SOFTWARE

Contractor shall not include Third Party Products in the System without the prior written approval of County in accordance with Paragraph 2.4 (Approval of Work), to be granted or withheld in County's reasonable discretion. License agreements for Third Party Products shall be at no additional cost to County or Participating Cities. Contractor shall take all necessary action and pay all sums required for County to fully enjoy all the rights and benefits in respect of the System Software licensed under this Agreement.

10.3 SOURCE CODE

10.3.1 SOURCE CODE ESCROW

Upon the Effective Date of the Agreement, but no later than Go-Live, Contractor, at its own election and at no cost to County, shall have deposited in Source Code Escrow the Source Code for all Application Software that is part of the System with a nationally recognized source code escrow company. Contractor shall ensure that County has access to the Source Code for all Application Software pursuant to the Source Code Escrow Agreement (hereinafter, "Source Code Escrow"). A copy of each fully executed Source Code Escrow Agreement shall be incorporated herein by reference into this Agreement. There shall be no charge to County for the acquisition and/or maintenance of the Source Code Escrow Agreement under this Agreement.

Contractor shall deposit in Source Code Escrow the Source Code for all Application Software utilized by Contractor for the System under this Agreement, including the Core Software, Server-to-Server Software, Third Party Products, and Software Modifications including Programming Modifications, Software Updates, any Replacement Products and Additional Products. Contractor shall update the Source Code by depositing in Source Code Escrow the Source Code for all Application Modifications, including, but not limited to, Software Modifications, Additional Software, Software Updates, Replacement Products, if any, and any other modifications or enhancements to the deposited Application Software and any Application Software newly licensed or developed for the purpose of this Agreement, promptly upon availability, or as otherwise mutually agreed to by the parties, but in any event no less frequently than annually. Contractor's duty to update the Source Code shall continue through the term of this Agreement.

Contractor's duty to deposit and maintain the Source Code in Source Code Escrow shall continue throughout the term of this Agreement, unless one of the Release Conditions occurs which would permit County to obtain and use the Source Code in accordance with the terms of this Paragraph 10.3. Contractor may, by written notice to County, change the Source Code Escrow Agreement for the Source Code upon County's approval in accordance with Paragraph 2.4 (Approval of Work). Any such change shall be accomplished by an Amendment in accordance with Paragraph 4 (Changes Notices and Amendments) above and shall not modify Contractor's obligations or County's rights with respect to the Source Code under this Agreement.

10.3.2 NATURAL DEGENERATION

In the event the Source Code or any part of it is destroyed or corrupted, upon County's request, Contractor shall deposit a replacement copy of the Source Code in Source Code Escrow within thirty (30) days of receipt of County's Project Director's written request.

10.3.3 SOURCE CODE RELEASE CONDITIONS

Contractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code, as provided in Paragraph 10.3.5 (Possession and Use of Source Code), at no charge to County, upon the occurrence of the events identified in the Source Code Escrow Agreement ("Release Condition(s)").

Upon occurrence of any of the Release Conditions, Contractor shall ensure the release of the Source Code to County. Notwithstanding the foregoing, County alone may initiate the release of the Source Code if it believes in good faith that a Release Condition has occurred, subject to the provisions of the Source Code Escrow Agreement.

10.3.4 COUNTY'S RIGHT TO VERIFY SOURCE CODE

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County's sole expense, to verify the relevance, completeness, currency, accuracy and functionality of the deposited Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the applicable Application Software no more frequently than once every twelve (12) months. In the event such testing demonstrates that the Source Code does not substantially correspond to the applicable Application Software operated by County and maintained by Contractor, Contractor shall reimburse County for all costs and fees incurred in the testing and immediately deposit the correct Source Code in Source Code Escrow.

10.3.5 POSSESSION AND USE OF SOURCE CODE

Upon the occurrence of a Release Condition, County shall be entitled to obtain the Source Code from the Source Code Escrow pursuant to the terms of the Source Code Escrow Agreement. County shall be entitled to use the Source Code as needed to remedy the event of release and mitigate any damages arising from such event, provided that mitigation of damages shall not include the sale or sublicense of the Source Code. Such use will include, but not be limited to, County's right to perform its own support and maintenance, alter or modify the Source Code and/or obtain the benefits sought under this Agreement, subject to the limitations of Paragraph 10.3.6 (Proprietary Rights) below.

10.3.6 PROPRIETARY RIGHTS

Subject to the provisions of Paragraph 10.3.5 (Possession and Use of Source Code) and County's, Participating Cities' and Users' License to, and Contractor's ownership of, the Application Software as provided in Paragraph 10.1 (Ownership), Source Code obtained by County under the provisions of this Agreement shall remain subject to every license restriction, proprietary rights protection and other County obligation specified in this Agreement, provided, however, County may make such Source Code available to third parties as needed to assist it in making authorized use of the System. County acknowledges that any possession of the Source Code referred to herein is subject to the confidentiality and proprietary provisions of access to any third party. Should use of the Source Code as provided in this Paragraph 10.3.6 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim

for patent, copyright, trade secret, trademark or other proprietary information infringement against County, Participating City, or any User provided use of Application Software and Source Code is in accordance with this Agreement.

11. SYSTEM ACCEPTANCE

11.1 ACCEPTANCE TESTS

County and/or Contractor, as applicable, shall conduct all Acceptance Tests specified in Exhibit A (Statement of Work) to ensure the System's compliance with the Specifications set forth in the Agreement, including but not limited to Exhibit A (Statement of Work), Attachment A.1 (System Requirements) and Exhibit C (System Maintenance). Such Acceptance Tests shall test, among others, the System's functionality, integration and interfacing, volume endurance and user acceptance.

11.2 PRODUCTION USE

The System shall achieve Go-Live and shall be ready for Production Use upon County's Project Director written Acceptance and approval, as evidenced by the applicable Acceptance Certificate.

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

11.3 FINAL ACCEPTANCE

The System shall achieve Final Acceptance upon County's Project Director written Acceptance and approval, as evidenced by the applicable Acceptance Certificate, of Task 11 (Final Server-to-Server Software Acceptance) of Exhibit A (Statement of Work). In the event the System fails to successfully achieve Final Acceptance, Contractor shall provide County with a diagnosis of the Deficiencies and proposed solution(s). County and Contractor shall agree upon all such proposed solutions prior to their implementation. Contractor agrees to correct all Deficiencies in the System during the Warranty Period at no cost to County.

11.4 FAILED TESTING

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

Contractor in writing, specifying with as much detail as possible the manner in which the System component or the System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component or the System to be ready for retesting.

11.4.2 Such procedure shall continue, subject to County's rights under Paragraphs 8.2.2 (Credits to County) and 8.2.3 (Termination/Suspension) in the event Contractor fails to timely complete any Key Deliverable until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination/Suspension for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, County and Contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination/Suspension for Default).

11.4.3 Such a termination for default by County shall be, subject to the Dispute Resolution Procedure, either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the System; or (ii) a termination of the entire Agreement, if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the System as a whole. In the event of a termination under this Paragraph 11.4, County shall have the right to receive from Contractor (i) reimbursement of all payments made to Contractor by County under this Agreement for the System component(s) and related Deliverables as to which the termination applies or (ii) if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

11.5 SYSTEM USE

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

12. **WARRANTIES AND CORRECTION OF DEFICIENCIES**

12.1 WARRANTY PERIOD

Contractor hereby warrants to County and Participating Cities that the System shall be free from any and all Deficiencies commencing upon Final Acceptance and for one (1) year thereafter (hereinafter "Warranty Period"). All Deficiencies reported or discovered shall be corrected in accordance with Exhibit C (System Maintenance). System Maintenance shall be

provided at no cost to County during the Warranty Period. Contractor shall meet all of the warranties set forth in Exhibit C (System Maintenance), including but not limited to general warranties, System warranties and System performance warranties.

12.2 GENERAL WARRANTIES

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

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including the Exhibit A (Statement of Work) including all Attachments thereto and System Requirements.
2. Unless specified otherwise herein, the System shall be free from material Deficiencies.
3. The applicable System Maintenance service levels shall not degrade during the term of the Agreement.
4. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or Participating Cities, or any User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as “Disabling Device(s)”), which could block access to or prevent the use of the System or any component by County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County or Participating Cities under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device.

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

12.3 SYSTEM WARRANTIES AND PROBLEM RESOLUTION

Provided that County is covered by System Maintenance as provided in this Agreement, any non-conformances, breaches of warranties specified herein and other Deficiencies reported and discovered during the term of the Agreement shall be corrected in accordance with Exhibit C (System Maintenance).

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

1. All System components shall be compatible with each other and, to the extent applicable or required, shall interface with each other; and the System components, when taken

together, shall be capable of delivering all of the functionality as set forth in this Agreement.

2. The System shall be capable of delivering all of the functionality and meeting all requirements set forth in the Specifications, as such may be modified as a result of System Implementation or provision of Additional Work.
3. The System shall meet the System performance requirements within Contractor's control as specified in the Agreement, including but not limited to those relating to System response time and availability, as further specified in the Statement of Work and Exhibit C (System Maintenance). All Deficiencies relating to System performance for the purpose of determining the applicable Deficiency Resolution time and County remedies, including Deficiency Credits, shall be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee.
4. Contractor shall support the current Version Release of System Software, the most recent prior two (2) Major Version Releases and all Version Releases in between.

12.4 CONTINUOUS PRODUCT SUPPORT

- 12.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the term of the Agreement in order to fulfill its obligations under the Agreement and to meet the System Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County or Participating Cities even if such Replacement Product contains greater functionality than the System Software it replaced. If required by County, Contractor shall provide the necessary training to County personnel to utilize the Replacement Product at no cost to County or Participating Cities.
- 12.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.
- 12.4.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:
 - (1) Contractor, or its assignee or successor, shall, at no cost to County or Participating Cities, implement the Replacement Product in the System Environment, convert and migrate all of the System Data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
 - (2) Any prepaid Service Fees for the System shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Service Fees or returned to County or Participating Cities, at County's option;
 - (3) Any and all modules offered separately and needed to match the original Application Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Annual Fees;

- (4) Contractor shall provide to County or Participating Cities the necessary System Training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County or Participating Cities;
- (5) All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County or Participating Cities; and
- (6) The definition of Application Software shall include the Replacement Product.

12.5 WARRANTY PASS-THROUGH

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

12.6 REMEDIES

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement, including Exhibit C (System Maintenance), shall include the repair or replacement by Contractor, at its own expense, of the non-conforming System components and the specific remedies set forth in Exhibit C (System Maintenance) and any other corrective measures specified in Exhibit C (System Maintenance) and this Agreement.

12.7 BREACH OF WARRANTY OBLIGATIONS

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

13. INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including reasonable attorney and expert witness fees), to the extent arising from or connected with Contractor's acts and/or omissions or willful misconduct arising from and/or relating to this Agreement. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

14. INSURANCE

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14. These minimum insurance coverage terms,

types and limits (“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

14.2 WORKPLACE SAFETY INDEMNIFICATION

In addition to and without limiting the indemnification required by this Paragraph 14 (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Agreement.

14.3 EVIDENCE OF COVERAGE AND NOTICE

- 14.3.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- 14.3.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor’s policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.
- 14.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 14.3.4 Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County’s Project Director at the address specified in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Such report shall be made in writing within twenty-four (24) hours or the next Business Day. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3.5 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

14.3.6 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the County, upon which County may suspend or terminate this Agreement.

14.3.7 FAILURE TO MAINTAIN INSURANCE

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

14.3.8 INSURER FINANCIAL RATINGS

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

14.3.9 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

14.3.10 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

14.3.11 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

14.3.12 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

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

14.3.13 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.3.14 APPLICATION OF EXCESS LIABILITY COVERAGE

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

14.3.15 SEPARATION OF INSUREDs

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

14.3.16 ALTERNATIVE RISK FINANCING PROGRAMS

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

14.3.17 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

14.4 INSURANCE COVERAGE

14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

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

14.4.2 AUTOMOBILE LIABILITY INSURANCE

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

14.4.3 WORKERS' COMPENSATION AND EMPLOYERS' INSURANCE

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.4.4 TECHNOLOGY ERRORS AND OMISSIONS

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

15. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION**

- 15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County and Cities; (ii) that no consent of any other person or entity is required by Contractor to grant

such rights other than consents that have been obtained and are in effect; (iii) that County and Cities are entitled to use the System without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County, the Cities and their Users of the System in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively referred to for purposes of this Paragraph 15 as "County") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including reasonable attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 15 as "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 15.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County or the Cities, as remedial measures, either: (i) procure the right, by license or otherwise, for County and the Cities to continue to use the System or affected component(s) thereof, or part(s) thereof, to the same extent of County's and the Cities' License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the System is not commercially reasonable, replace or modify the System or component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the System and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 "Remedial Act(s)").
- 15.4 If Contractor fails to complete the Remedial Acts described in Paragraph 15.3 above then, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination/Suspension for Default), in which case, in addition to other remedies available to County, Contractor shall reimburse County for the entire Implementation Cost paid by County to Contractor under the Agreement.

16. PROPRIETARY CONSIDERATIONS

16.1 COUNTY MATERIALS

Subject to the parties' respective rights and obligations specified in Paragraph 10 (Ownership and License), Contractor and County agree that any materials, including, but not limited to, designs, specifications, techniques, plans, reports, non-software deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, website plans and designs, drafts, working papers, outlines, sketches, summaries, and any other materials or information developed specifically and uniquely for County under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Agreement. During and for a minimum of five (5) years subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgement and/or attribution language for all County Materials resulting from this Agreement. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgement and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

16.2 TRANSFER TO COUNTY

Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

16.3 INDEMNITY

Contractor represents and warrants that the County Materials prepared herein under this Agreement, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's or the Cities' use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and

defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and reasonable attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

16.4 CONTRACTOR'S OBLIGATIONS

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

Contractor shall affix the following notice to all County Materials: "© Copyright 2018 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

16.5 PROPRIETARY AND CONFIDENTIAL

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

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

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

17. DISCLOSURE OF INFORMATION

17.1 DISCLOSURE OF AGREEMENT

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

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

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

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

17.2 REQUIRED DISCLOSURE

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

18. **CONFIDENTIALITY AND SECURITY**

18.1 CONFIDENTIALITY

18.1.1 CONFIDENTIAL INFORMATION

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing, sensitive financial or security related information, County records, data and information, County Materials, Work Product, Application Software, health information and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter also "Confidential Information"), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances, and publicly known guidelines and directives relating to confidentiality. As used in this Agreement, the term "Confidential Information" shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.6 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 and Exhibit E (Confidentiality and Assignment Agreement).

18.1.2 DISCLOSURE

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

return all such information to County or maintain such information according to the written procedures provided to Contractor by County for this purpose.

Under State law no information shall be in any way relayed to anyone except those employees of County so designated without written authorization from County.

18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, to the extent arising from any disclosure of such records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 18.

18.2 SECURITY

18.2.1 SYSTEM SECURITY

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

18.2.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists any System Data or any other County data. Contractor shall protect, secure and keep confidential all System Data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of System Data that compromises the security, confidentiality or integrity of personal information), including California Civil Code Section 1798.82. Further, Contractor shall take all reasonable actions necessary or advisable to protect all System Data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Without the prior written consent of the County, Contractor shall not use System Data for any purpose or reason other than to fulfill its obligations under this Agreement.

18.3 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 may result in irreparable injury to County that may not be adequately compensated by monetary damages

and that, in addition to County's other rights under this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the System from loss or damage by any cause. Contractor is in no way responsible for the protection of the County's and/or City's infrastructure, nor systems residing at the agency, except to the extent loss or damage to the System is caused by Contractor or Contractor's failure to fulfill its obligations under the Agreement.

18.4 INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

Contractor must comply with all County and Public Works information security policies and standards where applicable. Where Contractor is providing managed, offsite infrastructure or processing services, Contractor's data center and network operations must be compliant with generally accepted best security practices and regulatory requirements where applicable (e.g., PCI, HIPAA, etc.). If requested by Public Works, Contractor shall provide evidence of certifications such as SAS70, SAE16, ISO 27000, PCI compliance, etc., or submit to an assessment of Contractor's information security policies and controls by the Public Works Department Information Security Officer (hereinafter "DISO"). Any questions or need for clarification regarding Public Works security policies and/or regulations should be addressed to the DISO. County's Project Manager and Contractor must obtain sign-off from the DISO.

19. **PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

- 19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.
- 19.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.
- 19.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

20. TERMINATION/SUSPENSION FOR DEFAULT

- 20.1 County may, by written notice to Contractor, terminate or suspend the whole or any part of this Agreement if:
- (1) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Schedule; or
 - (2) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
 - (3) Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
 - (4) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to Exhibit A (Statement of Work) and Exhibit C (System Maintenance); or
 - (5) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

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

- 20.2 If, after County has given notice of suspension or termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination/Suspension for Convenience).
- 20.3 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. TERMINATION/SUSPENSION FOR CONVENIENCE

- 21.1 This Agreement may be suspended or terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Suspension or Termination of Work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective, which shall be no less than sixty (60) calendar days after the notice is sent. In the event County has purported to suspend or terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination/Suspension for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.
- 21.2 After receipt of a notice of suspension or termination, Contractor shall:
- (1) Stop work under this Agreement on the date and to the extent specified in such notice.
 - (2) Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
 - (3) Submit to County, in the form and with any certifications as may be prescribed by

County, Contractor's suspension or termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24.

- 21.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement shall be maintained by Contractor in accordance with Paragraph 30.
- 21.4 If this Agreement is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Agreement shall be delivered to County upon request and shall become the property of County.

22. TERMINATION/SUSPENSION FOR IMPROPER CONSIDERATION

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

23. TERMINATION/SUSPENSION FOR INSOLVENCY

- 23.1 County may suspend or terminate this Agreement immediately at any time upon the occurrence of any of the following:
- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
 - (2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
 - (3) The appointment of a receiver or trustee for Contractor; or
 - (4) The execution by Contractor of an assignment for the benefit of creditors.
- 23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation in accordance with the terms of Paragraph 10.3 (Source Code), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24. TERMINATION/SUSPENSION FOR NON-ADHERENCE TO COUNTY LOBBYISTS ORDINANCE

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

25. EFFECT OF TERMINATION/SUSPENSION

In the event that County, upon notice to Contractor, suspends or terminates this Agreement in whole or in part as provided herein, then:

- (1) Contractor and County shall continue the performance of this Agreement to the extent not suspended or terminated;
- (2) Contractor shall stop work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
- (3) Contractor shall promptly return to County any and all County's Confidential Information, including County data and County Materials, that relate to that portion of the Agreement and Work terminated by County;
- (4) County shall pay Contractor all monies due in accordance with the terms of the Agreement for the Work completed up to the time of termination;
- (5) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable. Notwithstanding the foregoing, upon termination by County for default during System implementation, Contractor shall return all Implementation Cost amounts paid by County to Contractor during such System implementation, and County will return to Contractor all products of the terminated Implementation Services;
- (6) Upon termination by County for default pursuant to Paragraph 20 (Termination/Suspension for Default) or for insolvency pursuant to Paragraph 23 (Termination/Suspension for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County

for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work;

- (7) County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3 (Source Code) to access and use the Source Code as set forth therein, including without limitation the right to modify all source and object code versions of the Application Software after such time as one of the Release Conditions described in Paragraph 10.3.3 (Source Code Release Conditions) has occurred which would permit County to use the Source Code; and
- (8) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition. Upon notice to Contractor, Contractor shall allow County or another selected contractor a transition period until expiration of the term of the Agreement, or in all other cases, at a date specified by County, for the orderly turnover of Contractor's Agreement activities and responsibilities without additional cost to County. The transition from the System to another system shall be performed by Contractor as Additional Work.

26. INDEPENDENT CONTRACTOR STATUS

- 26.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 26.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.
- 26.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 26.4 Notwithstanding the provisions of this Paragraph 26, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

27. SUBCONTRACTING

- 27.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor Key Staff. Consequently, no performance by the Contractor Key Staff of this Agreement, or any portion thereof, shall be subcontracted by Contractor without notice to County as provided in this Paragraph 27. Any

attempt by Contractor to subcontract any performance of this Agreement by the Contractor Key Staff without such notice shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately suspension or terminate this Agreement.

- 27.2 In the event Contractor subcontracts any portion of its performance of the Agreement by the Contractor Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
- (1) The reasons for the particular subcontract;
 - (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 - (3) A detailed description of the Work to be provided by the proposed subcontractor;
 - (4) Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
 - (5) include (i) Exhibit E (Confidentiality and Assignment Agreement), (ii) Exhibit F (Contractor's EEO Certification), (iii) Exhibit H (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
 - (6) A representation from Contractor that:
 - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
 - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
 - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
 - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and
 - (7) Other pertinent information and/or certifications reasonably requested by County.
- 27.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 27.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 27.5 Notwithstanding any other provision of this Paragraph 27, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those

which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

- 27.6 Subcontracting of any Work performed by the Contractor Key Staff under the Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.
- 27.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 27.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 27 or a blanket consent to any further subcontracting.
- 27.9 Employee Leasing is prohibited.

28. RISK OF LOSS

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

29. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar software, service levels, software models, components, goods or services under similar delivery conditions to the State of California or any county, municipality, or district of the State or to any other state, county or municipality at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 29 by review of Contractor's books and records.

30. RECORDS AND AUDITS

- 30.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own

cost and expense to have such material made available to the County within the County's borders.

- 30.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 30.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 30 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination/Suspension for Default).

31. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination/Suspension for Default) or Paragraph 21 (Termination/Suspension for Convenience), or impose other penalties as specified in this Agreement.

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

32. CONFLICT OF INTEREST

- 32.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 32.2 Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a software and services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement subjecting Contractor to either contract termination for default or debarment proceedings or both.

33. COMPLIANCE WITH APPLICABLE LAWS

- 33.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, publicly-known or made known by County to Contractor directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 33.2 Contractor shall indemnify, defend and hold harmless County, its elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, or publicly-known or made known by County to Contractor directives, guidelines, policies and procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 33 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 33.3 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in suspension or termination of this Agreement.

34. FAIR LABOR STANDARDS

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

35. COMPLIANCE WITH CIVIL RIGHTS LAWS

- 35.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 35.2 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 35 when so requested by County. Contractor shall certify to, and comply with, the provisions of Exhibit F (Contractor's EEO Certification).

- 35.3 If County finds that any of the provisions of this Paragraph 35 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination/Suspension for Default) of this Agreement or for convenience under Paragraph 21 (Termination/Suspension for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 35.4 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination/Suspension for Default).

36. RESTRICTIONS ON LOBBYING

36.1 FEDERAL FUNDS PROJECTS

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

36.2 LOBBYIST ORDINANCE

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

37. EMPLOYMENT ELIGIBILITY VERIFICATION

- 37.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

37.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

37.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

38. CONTRACT HIRING

38.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

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

38.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

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

38.3 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

39. FEDERAL EARNED INCOME CREDIT

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

40. CONTRACTOR RESPONSIBILITY AND DEBARMENT

40.1 RESPONSIBLE CONTRACTOR

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

40.2 CHAPTER 2.202

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

40.3 NON-RESPONSIBLE CONTRACTOR

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

40.4 CONTRACTOR HEARING BOARD

40.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

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

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

40.4.4 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the

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

- 40.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 40.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

40.5 **SUBCONTRACTORS OF CONTRACTOR**

The terms and procedures of this Paragraph 40 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.

41. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

42. REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules,

regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

43. NO THIRD PARTY BENEFICIARIES

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

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

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

45. WARRANTY AGAINST CONTINGENT FEES

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

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

46. SAFELY SURRENDERED BABY LAW

46.1 NOTICE

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

46.2 ACKNOWLEDGMENT OF COMMITMENT

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

47. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

47.1 JURY SERVICE PROGRAM

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

47.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 47.2.1 Unless Contractor has demonstrated to County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 47.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee’s regular pay the fees received for jury service.
- 47.2.2 For purposes of this Paragraph 47, “Contractor” means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full time” means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a longstanding practice that defines the lesser number of hours as full time. Full-time employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 47. The provisions of this Paragraph 47 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.
- 47.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- 47.2.4 Contractor’s violation of this Paragraph 47 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

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

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

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

49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination/Suspension for Default) and pursue debarment of Contractor pursuant to Paragraph 40 (Contractor Responsibility and Debarment).

50. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

50.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which

County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

51. SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law relating to this Agreement must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Paragraph 30 (Records and Audits) of this Agreement are to be maintained for a period of five (5) years.

52. COUNTY AUDIT SETTLEMENTS

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

53. DISPUTE RESOLUTION PROCEDURE

- 53.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 53 (such provisions shall be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.
- 53.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 53.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 53.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 53.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties’ respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 53.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor’s Project Executive and the Director or designee. These persons shall have ten (10) days to attempt to resolve the dispute.
- 53.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

- 53.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 53, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 53.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 53.10 Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

54. ASSIGNMENT BY COUNTY

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

55. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 4 (Changes Notices and Amendments).

56. NON-DISCRIMINATION IN SERVICES

- 56.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 56, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other

requirements or conditions which persons must meet in order to be provided any service or benefit.

- 56.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

57. UNLAWFUL SOLICITATION

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

58. GOVERNING LAW, JURISDICTION AND VENUE

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

59. WAIVER

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

60. AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Changes Notices and Amendments) on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

61. VALIDITY AND SEVERABILITY

61.1 VALIDITY

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

61.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other

provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

62. NOTICES

62.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

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

62.3 To County, notices shall be sent to the attention of County's Project Manager and County's Project Director at the respective addresses specified in Section 1 (County Key Personnel) of Exhibit D (Administration of Agreement).

To Contractor, notices shall be sent to the attention of Contractor's Project Manager at the address specified in Section 2 (Contractor Key Personnel) of Exhibit D (Administration of Agreement), with a copy to Contractor's Project Executive.

62.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 62 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

62.5 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

63. ARM'S LENGTH NEGOTIATIONS

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

64. NON-EXCLUSIVITY

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

65. CAPTIONS AND PARAGRAPH HEADINGS

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

66. FORCE MAJEURE

- 66.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 66.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 66.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

67. FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 67. Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

68. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 68.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 68.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

69. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

70. NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

71. RE-SOLICITATION OF BIDS AND PROPOSALS

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

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

72. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 72 shall survive the expiration, suspension, or other termination of this Agreement.

73. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 7:00 a.m. until 6:00 p.m., Pacific Time, Monday through Thursday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

74. COUNTY FACILITY OFFICE SPACE

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

75. PHYSICAL ALTERATIONS

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

76. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

77. RECYCLED PAPER

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

78. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE ON HUMAN TRAFFICKING

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

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

Disqualification of any member of Contractor's staff pursuant to this Paragraph 78 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

79. TIME OFF FOR VOTING

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

80. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History.

Contractor's violation of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

81. COMPLIANCE WITH COUNTY POLICY OF EQUITY

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

82. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

- 82.1 County, at its sole discretion, may determine that the most efficient and secure default form of payment for goods and/or services provided under the Agreement with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by County's Auditor-Controller (A-C).
- 82.2 Upon the Effective Date of the Agreement and the request of County's A-C or DPW, Contractor shall submit to the A-C a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> together with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping and tax reporting requirements.
- 82.3 Any provision of law, grant or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 82.4 At any time during the term of the Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the DPW, shall decide whether to approve any exemption request.

83. SURVIVAL

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

- 2.4 Approval of Work
- 9.5 County's Right to Withhold Payment
- 10 Ownership and License
- 12 Warranties and Correction of Deficiencies

13	Indemnification
14	Insurance
15	Intellectual Property Warranty and Indemnification
16	Proprietary Considerations
17	Disclosure of Information
18	Confidentiality and Security
25	Effect of Termination/Suspension
30	Records and Audits
33	Compliance with Applicable Laws
34	Fair Labor Standards
37	Employment Eligibility Verification
41	Federal Access to Records
43	No Third Party Beneficiaries
52	County Audit Settlements
58	Governing Law, Jurisdiction and Venue
51	Shred Documents
61	Validity and Severability

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

COUNTY OF LOS ANGELES:

By _____
Mark Pestrella
Director of Public Works

CONTRACTOR:
ECONOLITE SYSTEMS, INC.

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
CAROLE B. SUZUKI
Principal Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
NATIONAL ELECTRICAL
MANUFACTURERS
ASSOCIATION (NEMA)
TRAFFIC CONTROL SYSTEM

1. PROJECT SCOPE

OVERVIEW

- A. This document defines the scope of services and other Work for the Los Angeles County National Electrical Manufacturers Association (“NEMA”) Traffic Control System (“TCS” or “System”) Project (the “Project”). Capitalized terms used in this Exhibit A (“Statement of Work” or “SOW”) without definition shall have the meanings given to such terms in the Base Agreement. Work for the Project described in this Exhibit A will be completed and delivered by Contractor to County in accordance with the terms of the Agreement.

This Exhibit A consists of the Tasks, subtasks, Deliverables, goods, Services and other Work to be provided by Contractor to County and Cities as part of implementing and maintaining the TCS Management Software (also “Core Software), including the Core Virtual Machine (VM) Software, Core Workstation Software, and Local Edition Software, as well as the Server-to-Server Software for the Project. The Project shall meet the requirements of this Agreement including those set forth in this Exhibit A and, unless specified otherwise, Attachments A.1 through A.5 thereto.

The general scope of required Work to be performed under this Agreement includes, but is not limited to, the following:

1. Acquisition and implementation of the Core Software to manage 36 County-maintained, Contractor-manufactured traffic signal controllers (also referred to as “controllers” or “signals”) in the City of Carson and 41 traffic signal controllers in the City of Hawthorne, to be operated from County’s Traffic Management Center (“DPW TMC” or “TMC”), as further described in Attachment A.2 (System Overview) and Attachment A.3 (System Architecture). The Core Software will also include management of 60 signals in the Cities of Bell Gardens and Monterey Park. The Core Software will communicate with a mix of Contractor-manufactured traffic signal controllers via IP/Ethernet over County’s communications network and will allow access and programming of time-of-day signal timing plans and traffic responsive operation in order to improve traffic flow.
2. Acquisition and implementation of the Server-to-Server Software, which would allow Cities with Core Software listed in Attachment A.5 (Participating Cities) to communicate with County and amongst other Participating Cities as elected by County. Specifically, the Server-to-Server Software will allow County to monitor over 270 of Contractor-manufactured traffic signals within the Cities as elected by County, as further described in Attachment A.2 (System Overview) and Attachment A.3 (System Architecture). The Server-to-Server Software will allow utilization of the server-to-server functionality without relying on another City.
 - a) The Server-to-Server Software includes two (2) licenses: (1) the first license is for the Server-to-Server Module, which enables server-to-server operations on two (2) connected instances of the Core Software and provides the ability of different instances of the Core Software to connect with each other; and (2) the second license of the Server-to-Server Software is for the Connection Module, which determines the number of connections. This Connection Module is a subscription that enables one server to connect to another server in order to access functions and data on the other server. Before the two servers can each connect as subscribers, each must have the Server-to-Server Software.
 - b) The Project includes licenses for eight (8) Server-to-Server Modules (one (1) for each City and one (1) for County), as well as seven (7) Connection Modules (one for each connection from County to each City). In addition, Contractor will provide the

Connection Module for two (2) pairs of adjacent Cities to monitor each other's signals (two (2) licenses).

- c) The initial topology of the Server-to-Server Software network will be a "star network" wherein the County's Core Software will communicate with each City's Core Software, but individual Cities' Core Software will not communicate with each other as cooperative peers. Additional Connection Modules can be added to Cities' Core Software in the event that it should become desirable for additional Cities' Core Software to communicate as peers.
3. Procurement, installation, configuration and connection of two (2) Core Software workstations for the Cities of Bell Gardens and Monterey Park.
4. Laptop version of the Core Software referred to as "Local Edition Software".
5. Post-installation Maintenance and Support for Core Software and Server-to-Server Software.

1.2 CONTRACTOR'S REQUIREMENTS AND RESPONSIBILITIES

A. Without limiting the more detailed descriptions set forth in the subsequent sections of this Statement of Work and otherwise in the Agreement, Contractor's Work hereunder shall be subject to the following requirements and responsibilities, in each case in full accordance with this Statement of Work:

1. Contractor shall provide all Software Licenses and perform all Services and other Work to setup, configure, integrate, train and transfer knowledge to County staff to support and operate the System.
2. Contractor shall perform, complete and deliver all Tasks, Deliverables, goods, Services and other Work as set forth below or in any referenced document in full compliance with this Statement of Work within the timeframes specified in Exhibit B (Project and Payment Schedule). Such Tasks and Deliverables shall include all configurations, system interface configuration, knowledge transfer, tests, training, and system documentation set forth or referenced herein. Also defined in this Statement of Work are those Tasks that involve participation of Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all Tasks and provide all Deliverables set forth herein.
3. A Deliverable shall only be deemed complete upon County's approval and acceptance, irrespective of the number of attempts it takes Contractor to provide a successful Deliverable.
4. County will provide the system hosting environment for Testing, Training and Production Use/Operation of the System. County will also provide training facilities as needed.
5. Contractor shall supply all materials not provided by County that are needed to comply with this Statement of Work and other requirements of this Agreement.

The general scope of work to be performed under this Agreement includes, but is not limited to, providing services necessary to implement, support and maintain the System, which meets the requirements specified in Attachment A.1 (System Requirements), including Project Management, Software implementation, System Acceptance Tests, System Maintenance, and Additional Work, if any, provided by Contractor to County under the Agreement. Contractor shall, during the term of the Agreement, provide System Maintenance as set forth in Exhibit C (System Maintenance).

Contractor's Work will be successfully completed upon delivery of a fully implemented, tested and County-accepted System that meets the requirements and legal mandates of County as detailed

in the Agreement, while addressing all functions and requirements described or referenced within this SOW.

2.1 INSTRUCTIONS

Contractor shall provide all general correspondence and documentation to County in an electronic format or on media as mutually agreed to by County and Contractor, including without limitation for the following:

- All status reports and meeting minutes;
- All Project Deliverables;
- All required training materials; and
- All invoices and billing documentation.

All Work must be approved by County, as evidenced by County's Project Director's countersignature on the applicable Acceptance Certificate (Attachment A.4).

This Statement of Work under this Section 2 is comprised of the following Tasks:

- Task 1 – Project Management
- Task 2 – Certify Core Software System Environment
- Task 3 – Core Software Installation and Configuration
- Task 4 – Core Software Acceptance Test Plan
- Task 5 – Core Software Acceptance Test
- Task 6 – Final Acceptance for Core Software
- Task 7 – Verify and Certify County and Cities' Server-to-Server Software, Minimum Security Standards and Hardware Environment
- Task 8 – Server-to-Server Software Acceptance Test Plan
- Task 9 – Server-to-Server Software Integration and Installation
- Task 10 – Server-to-Server Software Acceptance Test
- Task 11 – Final Server-to-Server Software Acceptance
- Task 12 – Documentation
- Task 13 – Training
- Task 14 – System Warranty and Support
- Task 15 – Additional Work

The following Attachments are attached to, incorporated into and are deemed to be part of this Exhibit A:

- Attachment A.1 – System Requirements
- Attachment A.2 – System Overview
- Attachment A.3 – System Architecture
- Attachment A.4 – Acceptance Certificate
- Attachment A.5 – Participating Cities

2. TASKS AND DELIVERABLES

This Section of Exhibit A specifies all Tasks, Subtasks and Deliverables which shall be provided by Contractor to County. All payments for these Tasks shall be in accordance with and shall not exceed the maximum budget as shown in Exhibit B (Project and Payment Schedule).

TASK 1 – PROJECT MANAGEMENT

Contractor's Project Manager ("Contractor's PM") will act as the principal contact for County and Participating Cities. Contractor's PM is expected to oversee and participate in the day-to-day activities of the Work required by the Agreement and should, therefore, have no concurrent assignments that would interfere with the successful and timely completion of all Tasks related to this Project. In addition, Contractor will prepare invoices, billings, and other financial information for review and approval by County, as required by this Agreement. Contractor shall employ project management industry standards and practices and coordinate with the County's Project Manager with regards to any County responsibilities in the performance of all Work.

Contractor's PM's activities under this Task shall include, but not be limited to:

- Providing effective and proactive coordination and communication with County to ensure Project success
- Maintaining Project communications through County's Project Manager
- Attending meetings with County Executives and Management as needed
- Coordinating and managing the activities of Contractor's Project personnel
- Developing presentation materials, brochures, etc. as requested by County
- Providing other ongoing project administration activities, which shall include, but not be limited to updating the Project Schedule.
- Preparing meeting minutes summarizing discussions for all meetings attended by Contractor. Minutes should include summaries and follow-up action items.

SUBTASK 1.1 – PROJECT ADMINISTRATION AND MANAGEMENT

Contractor's Project Manager shall present to County's Project Manager a monthly written Project Status Report documenting Project progress, plans and outstanding issues. The first report shall be presented to County's Project Manager four (4) weeks following the Effective Date, or at such later date as agreed to by County and Contractor, in a format approved by County.

The Project Status Report shall include:

- Tasks accomplished since the last meeting
- A review of any incomplete Tasks and the reasons why they are not completed
- An outline of the Tasks anticipated to be accomplished in the next monthly period
- A list and status of outstanding issues, Deliverables, and Invoices as required by this Agreement
- Any Project risks or problems identified as part of the implementation process
- Tracking of all issues and their resolution

In addition, Contractor's Project Manager shall meet with or conduct a status update phone call with County's Project Manager on a bi-weekly basis via teleconference, or as otherwise agreed to by County and Contractor, to review Project Status Reports and any related matters.

SUBTASK 1.1 DELIVERABLES

- Meeting Minutes & Agendas
- Presentation materials, brochures, etc. as requested by County
- Participation in bi-weekly Project Status Meetings
- Monthly Project Status Reports
- Invoice preparation/submittal (on a monthly basis)

TASK 2 – CERTIFY CORE SOFTWARE SYSTEM ENVIRONMENT

Contractor shall implement and maintain the System in a County-provided Virtual Machine (“VM”) environment, including VM operating system (Microsoft Windows Server 2016, 64-bit, Standard Edition) and database (Microsoft SQL 64-bit, Server 2016) to meet the System requirements. This VM environment will be either VMware or Microsoft’s HyperV Windows 2016, 64-bit, or some other System environment agreed to by County and Contractor.

SUBTASK 2.1 – SERVER VM HARDWARE AND SOFTWARE INFRASTRUCTURE SPECIFICATIONS DOCUMENT

Specific server VM requirements for the System are listed in Tables 1 through 3 below. Upon initiation of this Subtask 2.1, Contractor shall review the server requirements and provide County with a Server VM Hardware and Software Infrastructure Specifications Document reflecting the latest standards for the necessary hardware and software infrastructure to support System.

While developing the specifications, Contractor will work closely with the County’s Information Technology Department (ITD) to develop the most effective System server configurations for County’s VM environment.

The minimum Application Server configuration for the System is shown in Table 1 below.

Table 1 – Application Server VM Requirements

Item	Description	Quantity
Processor:	Intel® Xeon® E5-2640 v3 2.6 GHz processor, 20M Cache, 8.00GT/s	2
Memory:	32 GB ECC Memory	1
Hard Drive:	300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive	2
Hard Drive Controller:	PERC H330 Integrated RAID Controller for RAID 5	1
Operating System:	Windows Server 2016, 64-bit, Standard Edition, 5 CAL	1
NIC:	Gigabit Ethernet port	2

The minimum Database Server configuration for the System is shown in Table 2 below.

Table 2 – Database Server VM Requirements

Item	Description	Quantity
Processor:	Intel® Xeon® E5-2640 v3 2.6 GHz processor, 20M Cache, 8.00GT/s	2
Memory:	32 GB ECC Memory	1
Hard Drive:	300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive	2
Hard Drive Controller:	PERC H330 Integrated RAID Controller for RAID 5	1
Operating System:	Windows Server 2016, 64-bit, Standard Edition, 5 CAL	1
Database:	Microsoft SQL Server 2016, 64-bit, Standard Edition, 10 CAL	1
NIC:	Gigabit Ethernet port	2

The minimum Communications Server configuration for the System is shown in Table 3 below.

Table 3 – Communications Server VM Requirements

Item	Description	Quantity
Processor:	Intel® Xeon® E5-2640 v3 2.6 GHz processor, 20M Cache, 8.00GT/s	2
Memory:	16 GB ECC Memory	1
Hard Drive:	250GB 7.2K RPM SATA 6Gbps 2.5in Hot-plug Hard Drive	2
Hard Drive Controller:	PERC H330 Integrated RAID Controller for RAID 5	1
Operating System:	Windows Server 2016, 64-bit, Standard Edition, 5 CAL	1
NIC:	Gigabit Ethernet port	2

The minimum required third party software are as follows:

- Adobe Acrobat
- HERE Map
- MapDotNet – To be purchased and installed by Contractor
- McAfee
- Microsoft Office
- Microsoft Windows Server 2016 64-bit, Standard Edition
- .Net Libraries
- Quicktime
- SecureDoc
- VMware's vSphere 5.5
- Windows SQL Server 2016 64-bit, Standard Edition

Contractor shall update Tables 1 through 3 above and the required third-party software, if necessary, and shall submit to County for approval a Server VM Hardware and Software Infrastructure Specifications Document for the implementation of the System, as specified in this Subtask 2.1.

SUBTASK 2.1 DELIVERABLE

Deliverable 2.1 - Server VM Hardware and Software Infrastructure Specifications Document

SUBTASK 2.1.1 – VERIFY AND CERTIFY COUNTY VIRTUAL MACHINE SERVER ENVIRONMENT

County will review Deliverable 2.1 (Server VM Hardware and Software Infrastructure Specifications Document) and indicate any changes as necessary to comply with County standards and send Deliverable 2.1 (Server VM Hardware and Software Infrastructure Specifications Document) back to Contractor for verification and any necessary revisions. Upon County's final review and approval of Deliverable 2.1 (Server VM Hardware and Software Infrastructure Specifications Document), County will set up the VM environment and procure System components as necessary, including supporting third party software indicated above with the exception of MapDotNet, which shall be procured and installed by Contractor.

Contractor will provide County with procurement support/coordination. As a part of this subtask, County will provide Contractor with remote access to County's VM environment for testing, software installation, and configuration of virtual servers as described in Subtask 2.1 (Server VM Hardware and Software Infrastructure Specifications Document). This subtask shall also include Contractor's assistance to County to verify that County's SMTP relay server is properly configured to support the System's e-mail services. Contractor shall also confirm that the necessary time sources for the System have been configured and County-installed end-to-end Ethernet and internet communications between the System's VM environment and Contractor-manufactured traffic signal controllers at ten (10) project intersections has been properly established to enable proper System functionality.

Contractor shall work with County's Project Manager to review, verify and issue a certification that the hardware and software provided and installed by County meets Contractor's specifications. Upon completion, Contractor shall issue a Certificate of Virtual Machine Server Hardware and Software Readiness.

SUBTASK 2.1.1 DELIVERABLES

Deliverable 2.1.1 – Certificate of Virtual Machine Server Hardware and Software Readiness

SUBTASK 2.2 – CORE SOFTWARE WORKSTATION AND LAPTOP HARDWARE AND SOFTWARE INFRASTRUCTURE SPECIFICATIONS DOCUMENT

Standard workstation requirements for the System is shown in Table 4 below.

Upon initiation of this Subtask 2.2, Contractor shall provide County with an updated set of Core Software Workstation and Laptop Hardware and Software specifications to determine compliance with existing County workstations and laptop computers standards for the needed software infrastructure to support the Core Software Workstation and Laptop Hardware and Software versions of the System. Workstations will use the Windows 10 Professional, 64-bit operating system. The System will utilize SQL Server 2016, 64-bit, Standard Edition as its central database. Contractor shall utilize enterprise class hardware for the System implementation. Contractor will work closely with the County's ITD to develop the most effective workstation and laptop configurations for the System.

Table 4 – Core Software Workstations

Item	Description	Quantity
Processor:	Intel® Xeon® Quad Core Processor E5-1603 v3, 2.8GHz, 10M Cache	1
Memory:	8 GB ECC Memory	1
Hard Drive:	1TB, 7200 RPM 3.5" SATA 6Gb/s Hard Drive	1
Video Card:	2GB NVIDIA® Quadro® 4000	1
Monitor:	UltraSharp 27" Premier Color Monitor	2
Operating System:	Windows 10 Professional, 64-bit	1
NIC:	Gigabit Ethernet port	2

This specification shall also include any required third-party software. Contractor shall submit to County for approval a Hardware and Software Infrastructure Specifications Document for the implementation of the Core Software Workstation and Laptop Hardware and Software versions of the System.

SUBTASK 2.2 DELIVERABLES

Deliverable 2.2 – Core Software Workstation and Laptop Hardware and Software Infrastructure Specifications Document

SUBTASK 2.2.1 – VERIFY AND CERTIFY CORE SOFTWARE WORKSTATION AND LAPTOP HARDWARE ENVIRONMENT

County will review Deliverable 2.2 (Core Software Workstation and Laptop Hardware and Software Infrastructure Specifications Document) and indicate any changes necessary to comply with County standards and send Deliverable 2.2 (Core Software Workstation and Laptop Hardware

and Software Infrastructure Specifications Document) back to Contractor for verification and any necessary revisions. Upon County's final review and approval of Deliverable 2.2 (Core Software Workstation and Laptop Hardware and Software Infrastructure Specifications Document), County will set up the workstations and laptop and procure System components as necessary, including the supporting third party software.

Contractor will provide County with procurement support/coordination. As a part of this subtask, County will provide Contractor with remote access to County's workstations and laptop for testing, software installation, and configuration.

Contractor shall work with County's Project Manager to review, verify and issue a certification that the hardware and software provided and installed by County meets Contractor's specifications. Upon completion, Contractor shall issue a Certificate of Core Software Workstation and Laptop Hardware and Software Readiness.

SUBTASK 2.2.1 DELIVERABLES

Deliverable 2.2.1 – Certificate of Core Software Workstation and Laptop Hardware and Software Readiness

SUBTASK 2.3 – WORKSTATIONS FOR THE CITIES OF BELL GARDENS AND MONTEREY PARK SOFTWARE INFRASTRUCTURE SPECIFICATIONS DOCUMENT

Upon initiation of this Subtask 2.3, Contractor shall provide County with an updated set of Core Software Workstation specifications to determine compliance with the workstation standards of the Cities of Bell Gardens and Monterey Park for the needed software infrastructure to support the Core Software Workstation version of the System. Contractor will work closely with the Information Technology Departments of each City to develop the most effective workstation configuration for the System. Contractor shall submit to County for approval a City Core Software Workstation Infrastructure Specifications Document for the implementation of the City Core Software Workstation Hardware and Software.

SUBTASK 2.3 DELIVERABLES

Deliverable 2.3 – City Core Software Workstation Infrastructure Specifications Document

SUBTASK 2.3.1 – PROVIDE, INSTALL, AND CERTIFY CLIENT ENVIRONMENTS AND WORKSTATIONS FOR THE CITIES OF BELL GARDENS AND MONTEREY PARK

County will make any changes as necessary to comply with Deliverable 2.3 (City Core Software Workstation Infrastructure Specifications Document) and will work with each City to confirm standards and send Deliverable 2.3 (City Core Software Workstation Infrastructure Specifications Document) back to the Contractor for verification and any necessary revisions. Upon County and Cities of Bell Gardens and Monterey Park's final review and approval of Deliverable 2.3 (City Core Software Workstation Infrastructure Specifications Document), Contractor will procure City workstations, set up the workstations to support all third-party software, and provide other items as necessary to ensure proper installation. Procurement of these Cities' workstations shall also include extended hardware maintenance to enable each City to have hardware maintenance support for a period of five (5) years. County and each City will provide Contractor with procurement support/coordination, as necessary. Upon completion of the workstation setup, Contractor shall install workstations within the Cities.

Contractor shall confirm that the County-installed end-to-end Ethernet and internet communications between County and each City have been properly established to enable proper System functionality.

SUBTASK 2.3.1 DELIVERABLES

Deliverable 2.3.1 – Two (2) City System Workstations (1 per City) for the Cities of Bell Gardens and Monterey Park – Installed

TASK 3 – CORE SOFTWARE INSTALLATION AND CONFIGURATION

Upon completion of Subtask 2.2.1 (Certificate of Core Software Workstation and Laptop Hardware and Software Readiness), Contractor, with assistance from the County, shall initiate the installation of the Core Software. All software installations will be coordinated with the County's ITD. This Task 3 shall also include the installation of the Local Edition Software on a County-provided laptop. Contractor will be responsible for the Core Software and MapDotNet software installation.

Contractor shall configure the Core Software on County-supplied VM application/database and communications servers, and up to a total of six (6) workstations. In addition, Contractor shall configure the installation of the Local Edition Software on a laptop provided by County that meets the equipment specifications from Deliverable 2.2 (Core Software Workstation and Laptop Hardware and Software Infrastructure Specifications Document).

Contractor will also provide County with the Core Software and Local Edition Software client installation and setup software to prepare County for the expansion of the Core Software to additional workstations and/or laptops.

As an initial step, Contractor shall work with County to integrate the Core Software with Contractor-manufactured test traffic signal controller(s) located within County's Traffic Management Center. Once the Core Software is working properly with these test controllers, Contractor shall work with County to integrate the Core Software with Contractor-manufactured traffic signal controllers. This Core Software integration shall be limited to those locations with existing communication. As a part of this task, Contractor shall provide intersection graphics for 10 intersections. For these locations, County will supply current phasing, background images, phase diagrams and signal timing, and coordination plans. Contractor shall provide County staff with training on graphics creation and integration. After training, County will be responsible for the remaining intersections. Upon completion, Contractor shall submit to County's Project Manager for approval, a Certification of Completion for each component of the installation.

TASK 3 DELIVERABLES

Deliverable 3.1 – Certification of Completion for Core Software Installation on County Servers including:

3.1.1 - Core Software Version 2.0 License for 300 intersections

3.1.2 - Fully configured intersection graphics for 10 intersections

Deliverable 3.2 – Certification of Completion for Core Software Installation on Workstation, including license and software in County-Client Environment

Deliverable 3.3 – Certification of Completion for Core Software Installation on Laptop, including Local Edition license and software in County-Client Environment

TASK 4 – CORE SOFTWARE ACCEPTANCE TEST PLAN

Contractor shall generate an Acceptance Test Plan based upon Contractor's existing Acceptance Plans for the Core Software, including servers, workstations, and laptop for County review and approval. This Acceptance Test Plan will document the criteria for testing, and what resources are required to successfully perform each phase of testing. The Acceptance Test Plan will, at a minimum, verify requirements contained in Attachment A.1 (System Requirements) and shall include Response Time standards for transactions and report queries. The Core Software shall be tested in accordance with a mutually agreed upon Response Time procedure that isolates connectivity latencies to verify that the Response Time standards are met. Contractor shall provide a draft Core Software Acceptance Test Plan to County for review and approval by County's Project Manager. Based on input from County's Project Manager on draft, Contractor shall finalize and provide a final Core Software Acceptance Test Plan.

TASK 4 DELIVERABLES

Deliverable 4.1 – Core Software Acceptance Test Plan – Draft

Deliverable 4.2 – Core Software Acceptance Test Plan – Final

TASK 5 – CORE SOFTWARE ACCEPTANCE TEST

Upon acceptance of Deliverable 3.1-3.3 and 4.2, Contractor will conduct the Core Software Acceptance Test, which will include County servers, workstations, and laptop. Contractor, with County's Project Manager or designee, shall perform each of the Acceptance Tests specified in Deliverable 4.2 – Core Software Acceptance Test Plan - Final. County's approval shall be required before any Acceptance Test is deemed complete.

Contractor shall develop issue tracking procedures and maintain an issue log during the Acceptance Tests. Contractor shall provide County's Project Manager with a written Acceptance Test Report, within five (5) Business Days of completion of the Acceptance Tests, or at such later time as reasonably agreed to by County and Contractor, documenting the results of the Acceptance Tests, including any Deficiencies noted during this process and Contractor's action plan to correct all such Deficiencies. Following the completion of Acceptance Tests, all problems will be recorded and tracked using an approved Core Software problem report form. All documentation that's part of the Core Software Acceptance Test, such as tracking procedures, issue logs, results of diagnostic testing, deficiencies noted, Contractor's action plan to correct deficiencies, and approved system report form, shall be submitted by the Contractor as part of the Core Software Acceptance Test Report. Contractor shall provide County with an update of any issues during the bi-weekly status meetings.

At least 90% of the Acceptance Tests must pass before delivery of the Acceptance Test Report. The successful completion of all Acceptance Tests constitutes "Go-Live."

Subsequent to "Go-Live", to streamline the software installation for the Cities of Bell Gardens and Monterey Park, Contractor shall develop a Core Software Workstation Installation Checklist. Contractor shall provide a draft Core Software Workstation Installation Checklist to County for review and approval by County's Project Manager. Based on input from County's Project Manager on draft, Contractor shall finalize the Core Software Workstation Installation Checklist.

Once the checklist is approved by County, Contractor shall, with County assistance, utilize it to ensure all configurations and components are in place for proper installation and provide, install, and connect one workstation in each of the Cities of Bell Gardens and Monterey Park. Contractor

shall maintain City workstations (hardware and software) for the term of the Agreement and complete all third party software updates as necessary.

TASK 5 DELIVERABLES

Deliverable 5.1 – Core Software, including Workstation and Laptop/Local Edition Acceptance Test Report

Deliverable 5.2 – Core Software, Go-Live

Deliverable 5.3 – Core Software Workstation Installation Checklist

Deliverable 5.4 – Completed Core Software Workstation Installation Checklist(s) for Cities of Bell Gardens and Monterey Park

TASK 6 – FINAL ACCEPTANCE OF CORE SOFTWARE

After completion of Deliverable 5.2 (Core Software, Go-Live), an on-site trial period of two (2) consecutive thirty (30) calendar days is required to evaluate the performance and reliability of the Project. Final Acceptance of the Core Software will be granted per the conditions set forth in Paragraph 11.3 (Final Acceptance) of the Base Agreement. Contractor shall achieve “Final Acceptance” upon successful completion of all of the following: (a) completion and delivery of all Tasks, subtasks, Deliverables, services and testing protocols associated with Tasks 2 through 5.2; (b) County’s Project Director’s provision to Contractor of written approval, as evidenced by County’s Project Director’s countersignature on all applicable Acceptance Certificates, of all such Work; (c) all such Work has been provided, installed and operates in County’s production environment with no Level 1 or 2 Severities, as defined in Exhibit C (System Maintenance), for no less than two (2) consecutive thirty (30) day periods following the completion of Deliverable 5.2 (Core Software, Go-Live). The date of satisfaction of the foregoing, including written approval thereof shall be referred to as the “Final Acceptance Date”.

TASK 6 DELIVERABLES

Deliverable 6.1 – Final Acceptance of Core Software

TASK 7 – VERIFY AND CERTIFY COUNTY AND CITIES’ SERVER-TO-SERVER SOFTWARE, MINIMUM SECURITY STANDARDS AND HARDWARE ENVIRONMENT

Following completion of Task 6, Contractor shall begin working on the Server-to-Server Software component of Project. As an initial step, Contractor shall schedule a meeting with County, including County’s Project Manager, and each City identified in Attachment A.5 (Participating Cities) to assess the existing City Core Software environment, go over the Server-to-Server Software component of Project, minimum security standards and outline the installation requirements and procedures associated with the installation.

The installation of the Server-to-Server Software may require a Core Software upgrade to System Version 2.0. For Cities under an existing Core Software Maintenance Agreement (SMA), Contractor shall provide System Version 2.0 (or the most current version) to the Cities at no additional cost to County. For those Cities that are not currently under Contractor’s Core (SMA), Contractor will work with City to procure a current SMA.

At the individual City meetings, Contractor shall also confirm that City’s server specifications will support System Version 2.0 (or the most current version), including Server-to-Server Software. Following the individual City meetings, Contractor shall issue a City Deficiency report summarizing all the deficiencies and action items noted in each City, which must be corrected prior to installation of the Server-to-Server Software.

If necessary, following the individual City meetings, Contractor shall work with each City to correct these deficiencies to enable installation of the Server-to-Server Software. If a connection doesn't currently exist, this shall include establishing remote access from City servers to Contractor's office for testing and software installation. This involves (1) confirming the City's SMTP relay server is properly configured to support the Core Software Version 2.0, Server-to-Server Software and e-mail services, and (2) confirming that the necessary time sources for the City's Core Software and the City's end-to-end Ethernet and internet communications between the City's server environment and the Contractor-manufactured traffic signal controllers are properly established to enable proper System functionality.

Each City that does not conform to Contractor's recommended specifications for the System ("non-conforming City") shall have 16 weeks to meet Contractor's recommended specifications. If a non-conforming City does not achieve readiness within such 16-week period, then, unless otherwise directed by County, such City may be removed from the Server-to-Server Software implementation; and Attachment A.5 (Participating Cities) may be updated accordingly upon the removal. For each City that meets Contractor's recommended specifications, Contractor shall issue (1) a Certificate of Hardware and Software Readiness and (2) Implementation Schedule to outline a proposed schedule for implementation of the Server-to-Server Software for each City.

TASK 7 DELIVERABLE

Deliverable 7.1 - City Deficiency Report (per City)

Deliverable 7.2 - Certificate(s) of Hardware and Software Readiness and Implementation Schedule (per City)

TASK 8 – SERVER-TO-SERVER SOFTWARE ACCEPTANCE TEST PLAN

Contractor shall generate a Server-to-Server Software Acceptance Test Plan for County review and approval. This Test Plan will document the criteria for testing, and what resources are required to successfully perform each phase of testing. The Acceptance Test Plan will, at a minimum verify requirements contained in Attachment A.1 (System Requirements) and shall include Response Time standards for transactions and report queries. The Server-to-Server Software shall be tested in accordance with a mutually agreed upon Response Time procedure that isolates connectivity latencies to verify that the Response Time standards is met. Contractor shall provide a draft Server-to-Server Acceptance Test Plan to County for review and approval by County's Project Manager. Based on input from County's Project Manager on draft, Contractor shall finalize and provide a final Server-to-Server Acceptance Test Plan.

TASK 8 DELIVERABLES

Deliverable 8.1 – Server-to-Server Software Acceptance Test Plan– Draft

Deliverable 8.2 – Server-to-Server Software Acceptance Test Plan– Final

TASK 9: SERVER-TO-SERVER SOFTWARE INTEGRATION AND INSTALLATION

Upon completion of Task 7, Contractor and County will work together to identify two Cities for the initial implementation of the Server-to-Server Software. Once defined, Contractor, with assistance from County, will schedule County and Cities' Server-to-Server Software upgrades/installations for the two Cities. All software installations will be coordinated with the Engineering and Information Technology Departments of the County and Cities as appropriate.

Prior to installation, County and each City will establish communications between their respective Agencies (County-City and/or City-City) to enable installation of the Server-to-Server Software. Contractor will be responsible for the Core Software upgrades for Cities, as necessary, and Server-to-Server Software installation in County and Cities, which includes installing any required third party software and configuring the Core Software's upgrade on the application/database and communications servers, and all of County and City's Core Software System workstations and/or laptops that meet Core Software equipment specifications. This will include configuring and installing 1) the Connection Module between County and one (1) City (County-City), 2) the Connection Module between two adjacent Cities (City-City) as elected by County, 3) the Completed System Server-to-Server Software Installation for County and one City (County-City), and 4) the Completed System Server-to-Server Software Installation between two adjacent Cities (City-City). Upon completion of each Connection, the Contractor shall submit to County's Project Manager for approval a Certificate of Completion.

TASK 9 DELIVERABLE

Deliverable 9.1 – Certificate of Completion for Completed System Server-to-Server Software Installation for County and one (1) City (as elected by County) for County-City connection, including Server-to-Server Software/License

Deliverable 9.2 – Certificate of Completion for Completed System Server-to-Server Software Installation on City Servers with up to two (2) City-City connections, including Server-to-Server Software/License

TASK 10 – SERVER-TO-SERVER SOFTWARE ACCEPTANCE TEST

Upon acceptance of Deliverables 8.2 and 9.1, Contractor will conduct the Server-to-Server Software Acceptance Test with County's Project Manager or designee, at County and one City, as elected by County. Contractor, with County and City's assistance, shall perform each of the Acceptance Tests specified in Deliverable 8.2 (Server-to-Server Software Acceptance Test Plan-Final). County's approval shall be required before any Acceptance Test is deemed complete.

Contractor shall develop issue tracking procedures and maintain an issue log during the tests. Contractor shall provide County's Project Manager with a Acceptance Test Report, within five (5) Business Days of completion of the Acceptance Test, or at such later time as reasonably agreed to by County and Contractor, documenting the results of the Acceptance Tests, including any Deficiencies noted during this process and Contractor's action plan to correct all such Deficiencies. Following the completion of the Server-to-Server Software Acceptance Tests, all problems will be recorded and tracked using an approved System problem report form. All documentation that's part of the Server-to-Server Software Acceptance Test, such as tracking procedures, issue logs, results of diagnostic testing, deficiencies noted, Contractor's action plan to correct deficiencies, and approved system report form, shall be submitted by the Contractor as part of the Server-to-Server Software Acceptance Test Report. Contractor shall provide the County with an update of any issues during the bi-weekly status meetings.

At least 90% of the Acceptance Tests must pass before delivery of the Acceptance Test Report. The successful completion of all Acceptance Tests constitutes "Go-Live."

Subsequent to "Go-Live", Contractor shall begin installation of the Server-to-Server Software at the remaining Cities. To streamline the software installation for the remaining Cities, Contractor

shall develop a Server-to-Server Software Installation Checklist. Once the checklist is approved by County, Contractor shall, with County assistance, utilize it to ensure all configurations and components are in place for proper installation and provide, install, and connect the remaining Cities. Contractor will work with County's Project Manager and City representative or designee to confirm elements of Server-to-Server Software Installation Checklist are completed. Upon completion of each Connection, the Contractor shall submit to County's Project Manager for approval a Certificate of Completion.

TASK 10 DELIVERABLES

Deliverable 10.1 – Server-to-Server Software Acceptance Test Report - County and one City

Deliverable 10.2 – Server-to-Server Software, Go-Live

Deliverable 10.3 – Server-to-Server Software Installation Checklist

Deliverable 10.4 - Certificate(s) of Completion for each additional Server-to-Server Software Installation for (1) City Server(s) with County-City connections, including Server-to-Server Software/License - (up to six (6) total) and two (2) City-City connections

TASK 11 – FINAL SERVER-TO-SERVER SOFTWARE ACCEPTANCE

After completion of Deliverable 10.2 (Server-to-Server Software, Go-Live), County and one City shall be required to operate the system for an on-site trial period of two (2) consecutive thirty (30) calendar days to evaluate the performance and reliability of the Server-to-Server Software. Final Acceptance of the Server-to-Server Software will be granted per the conditions set forth in Paragraph 11.3 (Final Acceptance) of the Base Agreement. Contractor shall achieve "Final Acceptance" upon successful completion of all of the following: (a) completion and delivery of all Tasks, subtasks, Deliverables, services and testing protocols associated with Tasks 7 through 10.2; (b) County's Project Director's provision to Contractor of written approval, as evidenced by County's Project Director's countersignature on all applicable Acceptance Certificates, of all such Work; (c) all such Work has been provided, installed and operates in County's production environment with no Level 1 or 2 Severities between County-Cities and Cities-Cities as defined in Exhibit C (System Maintenance), for no less than two (2) consecutive thirty (30) day periods following the completion of Deliverable 10.2 (Server-to-Server Software, Go-Live). The date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date".

Following the Acceptance Test, Contractor shall record and track all problems using an approved System problem report form.

TASK 11 DELIVERABLE

Deliverable 11.1(a) – Server-to-Server Software Final Acceptance (County and one (1) City)

Deliverable 11.1(b) - Server-to-Server Software Final Acceptance (up to six (6) Cities)

Deliverable 11.1(c) - Server-to-Server Software Final Acceptance for up to two (2) City-City Connections

TASK 12 – DOCUMENTATION

Contractor will provide County and each City with Project documentation related to the Core Software, Local Edition Software, and Server-to-Server Software based on Contractor's existing System documentation. In an effort to conserve paper and the environment, Contractor will provide online help and electronic documentation. Contractor will also provide one complete copy of the required Deliverables via paper.

TASK 12 DELIVERABLE

Deliverable 12.1 - Core Software, Local Edition Software, and Server-to-Server Software Documentation (1 Electronic & 1 Hard Copy per City)

TASK 13 - TRAINING

Upon completion of Tasks 6 and 11, Contractor will provide training for the Core Software, Local Edition Software, and Server-to-Server Software to County and Cities. Training will focus on the Core Software and Server-to-Server Software standard operating procedures as well as how to navigate and utilize the Core Software, Local Edition Software, and Server-to-Server Software documentation. This will consist of one (1), two-day consecutive sessions for up to twenty (20) people per day with all training materials for the Core Software, Local Edition Software, and Server-to-Server Software. The training will include instruction on System functionality, use, configuration, and administration. This training will include both classroom style instruction on System functionality and use as well as "hands-on" training that will be suitable for both traffic systems engineers and traffic signal technician staff. Contractor will adjust the curriculum according to County's specific needs or requests. Training will be conducted using Core Software, Local Edition Software, and Server-to-Server Software at County's Traffic Management Center with real-time access to the installed System.

Training topics will include, but not be limited to:

- Overview of the System, Local Edition Software, & Server-to-Server Software
- Operations and System Maintenance
- Online help
- Installing software updates
- Naming conventions
- System components
- Security
- Core Software, Local Edition Software, and Server-to-Server Software Set-Up, Configuration, and Calibration
- Advanced Functionality
- Graphics Set-Up
- Reports & Alarms Generation
- Troubleshooting

Sample topics for each of the System training courses will be provided to County for review prior to scheduling training to enable the content to be adjusted to best meet County's needs. A current sample is provided below.

Introduction and Overview - This session will review the System Hardware, Software, capabilities and features, and a brief tour of the System workspace. The discussion will also include: How to log-on to Windows for both remote connections and local workstations, launching the Client application, logging on to the System, accessing system graphics, and an explanation of the workspace components.

Windows Security – This session will provide a general overview of the Windows security system as well as creating and removing user accounts. Each attendee will have the opportunity to add or remove a user account to/from the System. This session is intended for County users with administrator user accounts.

Windows Event Logs – This session will cover both the System and Application Event Logs within Windows. Specific items appearing within the logs will be discussed and their relationship to system performance will be reviewed.

Database Backups – This session will review how the System backs-up the Databases and the required operator actions.

Software Installation Procedures – This session will review the procedures used to install the Core Software, Local Edition Software, and Server-to-Server Software on a computer and server. Additionally, general setup requirements for each “type” of computer and server will be reviewed.

System Server Suite – This session will review the function of each component comprising the server software suite and will cover the Administration menu items associated with the Client application. Adding and deleting users to/from the Core Software and assigning user privileges will also be reviewed.

TASK 13 DELIVERABLES

Deliverable 13.1 - Training Manuals (1 Electronic & up to 10 Hard Copies)

Deliverable 13.2 - Up to 16 hours of training

TASK 14 – SYSTEM WARRANTY AND SUPPORT

Contractor shall maintain the System with no Deficiencies during the Warranty Period per the conditions set forth in Paragraph 12.1 (Warranty Period) of the Base Agreement in accordance with Exhibit C (System Maintenance). The Warranty period shall be initiated following the completion of Tasks 6, Final Acceptance of Core Software, and end one year after completion of Task 11, Final Server-to-Server Software Acceptance. The Warranty covers all defects and bugs in the Core Software, Local Edition Software, and Server-to-Server Software and shall include software updates for the County and Cities. Third party hardware and software warranties will be transferred to County and/or Cities, as applicable.

Contractor will utilize the VPN connection established under Tasks 3 and 7 to remotely access the System and assist in diagnostics and troubleshooting. In addition, software updates will be loaded remotely through this VPN connection.

3. ADDITIONAL WORK

Contractor will provide System support to assist County as needed. All efforts for this Additional Work must receive prior approval from County’s Project Manager. This Additional Work may be provided for effort such as virtualizing servers, installing and configuring Core Software and

Server-to-Server Software on additional County-owned workstations, and other labor associated with on-site installation, integration, and migration to updated versions of third party software. Activities associated with this Additional Work will be reported as a part of Subtask 1.1 – Project Management monthly reports.

Contractor will perform activities on hourly basis in accordance with the Hourly Labor Rates shown in Exhibit B.1 (Hourly Labor Rates). All this Additional Work will be subject to approval of County up to the budgeted amount in Pool Dollars as shown in Exhibit B (Project and Payment Schedule).

This Additional Work may also include, but are not limited to the following:

- Integrate and/or bring additional intersections on-line with the System
- Procure and/or install the System Software on additional workstations and/or laptops
- Develop additional intersection graphics
- Develop additional maps and/or corridor graphics
- Set-up time-space diagrams (TSDs)
- Set-up real-time split monitoring
- Provide additional and/or in-depth training
- Provide communications and/or network troubleshooting, analysis, etc.

ATTACHMENT A.1 – SYSTEM REQUIREMENTS

This Attachment A.1 sets forth the System Requirements for the System. System Requirements shall be updated if and when County elects to acquire any Additional Work. Should there be any discrepancies found between Attachment A.1 (System Requirements) and the Scope of Work, the higher standard as determined by County's Project Director shall apply. The optional modules are not included within the initial pricing of this Project.

1. Introduction

1.1. System Software Overview

1.1.1. The system shall be a Commercially-available Off-the-Shelf (COTS), National Transportation Communication for ITS Protocol (NTCIP) compliant, Advanced Transportation Management System (ATMS) software application.

1.1.2. The software shall provide, as a base, an intersection control and traffic management software platform, from which additional ITS applications can be integrated.

1.1.3. All additional ITS features and functionalities shall be modular and integrated seamlessly into a single user interface.

1.1.4. The system shall utilize the following Microsoft® products for each aspect of the system:

- Core Database: SQL 2008 or newer
- Server OS: Server 2008 or newer
- Workstation OS: Vista or Windows 7 Professional or newer
- Laptop OS: Vista or Windows 7 Professional or newer

1.2. System Software Standards

1.2.1. NTCIP 1201 and 1202 communications protocol standard shall be implemented in such a manner that the system can adapt to changes in technology and increase functionality over time with minimal impact on individual system components. The system developer and the controller manufacture shall verify that the system and controller firmware are NTCIP compliant and compatible.

1.2.2. The primary communications standards shall be NTCIP 1202 and 1202 based for communicating from Center-to-Field (C2F) and the developer shall document the standards to which the systems level of conformity of each standard is developed.

1.3. Software Updates

1.3.1. The central software shall incorporate a means for client workstations to be automatically updated with new versions that are installed on the server. Upon attempting to login to the server, the client software shall determine if a newer version is available at the server installation. If not, the client software shall complete the login normally. If there is a newer version of software, the user shall be able to have it automatically downloaded, installed, and run with no additional action on the part of the user.

1.4. System Device Integration

1.4.1. Devices shall be added or deleted from the system by right-clicking on the main map display or entity tree and selecting the proper menu item.

1.4.2. When adding a device, a dialog box shall be used to enter all the required and optional parameters to allow the device to be integrated into the system and all displays.

1.4.3. Each device shall be configured to communicate through a communications server and allowed to be on-line or off-line to reduce failures and alerts for devices not currently connected to the system.

2. System Graphical User Interface

2.1. General Display Features

2.1.1. The main application window shall be divided into multiple rectangular areas or “containers”. It shall be possible to drag and drop most status windows into one of these container areas.

2.1.1.1. Upon being dropped, or docked in a container, the window shall automatically resize to fill the area.

2.1.1.2. It shall be possible to click on the title bar of a docked window and drag it out of the container at which point it will become a free-floating window.

2.1.1.3. It shall also be possible to float or to un-dock windows by clicking a button in the window’s title bar.

2.1.1.4. It shall be possible to drop multiple windows into any container area. When this occurs, the container area shall provide a tabbed layout for the container with a tab for each contained window such that clicking on a tab will bring the associated window into view in the container.

2.1.1.5. It shall be possible to open multiple application windows, each of which shall include container areas as previously described for the main application window.

2.1.1.6. It shall be possible for the user to select different arrangements or numbers of container areas in the main application windows.

2.1.1.7. It shall be possible to change the size of container areas by clicking and dragging the border between container areas.

2.1.2. A user's main window configuration, referred to as a "preference set" shall be restored to its last known state when the user logs into the system. A user may also opt to have the system restore to a default preference set instead of the last known display configuration.

2.1.3. The restoration at login, of a user's last known preference set shall be independent of the most recent workstation used by the user.

2.1.4. It shall be possible for a user to save and name the current preference set allowing others to open and view the same sets of displays from another workstation

2.2. *Main Map Display*

2.2.1. The system shall incorporate an agency-wide map as the major portion of the main graphics display.

2.2.1.1. The main map may be docked in any or all of the available "containers" with any maps docked into multiple containers shall be refreshed simultaneously.

2.2.1.2. The map displays shall have pan and zoom capabilities.

2.2.1.3. Zoom level ranges shall be configurable.

2.2.1.4. Users shall be able to save a map's pan and zoom levels to a named map that may be loaded again at a later time

2.2.1.5. Users shall be able to specify a current map, with its pan and zoom levels as a default map that will be loaded any time a new map is opened for viewing.

2.2.1.6. At each zoom level range, the display of different dynamic status and real-time status data shall be configured.

2.2.1.7. It shall be possible for a user to interactively enable or disable the display of defined map layers.

2.2.1.8. A GIS database shall be used for the purpose of displaying roadway Level of Service (LOS) links and other map elements.

2.2.2. The system shall be capable to employing multiple map sources for the base map. These sources shall include, but not limited to:

- Navtec
- ESRI shape files
- Bing Maps

- WMS Maps

2.2.3. The system shall update the status of all devices on all map display at least once per second, with no more than four seconds latency, once data is retrieved from a field device.

2.2.4. At a minimum, at all zoom levels the agency-wide map display shall dynamically identify the following status for each traffic signal, in real or near-real time:

2.2.4.1. Free Operation

2.2.4.2. Coordinated Operation

2.2.4.3. Transitioning between Free and Coordinated or from one Coordination pattern to another

2.2.4.4. Flash

2.2.4.5. Preemption

2.2.4.6. Transit Signal Priority (TSP) Service

2.2.4.7. Loss of Communications

2.2.5. When zooming in, the main map shall automatically provide a greater level of detailed information, at user-set and configured zoom levels, including, but not limited to:

2.2.5.1. Signal colors or overlaps (green, yellow, red)

2.2.5.2. Active Coordination pattern (if in Coordination Operation)

2.2.5.3. Active Preemption plan (in Preemption only)

2.2.5.4. Signal colors for all pedestrian phases in use

2.2.5.5. Graphical representation of demand on vehicle phases and pedestrian phases

2.2.5.6. Graphical representation of active special function outputs

2.2.5.7. Detailed timing and controller information to include (when zoomed to intersection level):

- Coordination Status

- Programmed and actual cycle length

- Programmed and actual offset

- Programmed and actual phase timings

- Alarm status

- Overlap timings and status
- Phase Next

2.3. *Scheduler*

2.3.1. A means shall be provided by which a user can schedule events and functions to be implemented or terminated by TOD/DOW, and shall include means by which the events can be called with the following frequencies:

- Daily
- Weekly
- Annually
- Seasonally
- Holidays
- Special – an event for any situation not described above (IE. sporting events, concerts, etc.)
- One-Time Event – provide the ability to run an event once and only once.

2.3.2. The scheduler shall provide a means by which alerts can be configured to be delivered to different individuals via email or text (SMS) messages by TOD/DOW.

2.4. *Manual Commands*

2.4.1. Manual commands shall offer the same functionality for initiating or terminating events and functionality as the Scheduler, but with the following exceptions:

- Manual commands shall override any normally scheduled event.
- Manual commands shall be implemented using the following modes:
 - Immediate and full manual
 - Immediate with limited duration
 - Scheduled with limited duration

2.5. *Additional Displays*

2.5.1. The system shall allow additional displays, each of which can be opened or closed at any time, and float or be docked into a container. The system shall include the following displays, at a minimum:

2.5.2. Entity Tree

- 2.5.2.1. All devices configured in the system shall be displayable on an “entity tree”.
- 2.5.2.2. The entity tree shall allow the user to sort and filter by device type, allowing the user to easily locate any device.
- 2.5.2.3. The user shall be able to add any device to the entity tree by right-clicking in the window and selecting the appropriate device type to add.
- 2.5.2.4. The device shall then be added to the main map by clicking on the device in the entity tree and dragging and dropping the device onto the main map display. The device does not have to be placed on the main map to be useable.
- 2.5.2.5. The Entity Tree shall list all the installed devices on the system, and shall be common across all workstations.

2.5.3. Alerts

- 2.5.3.1. The system shall provide an alert indicator which is always visible on the main window, providing real-time details on the number of open alerts and the criticality of each alert.
- 2.5.3.2. The system shall provide an alerts window, displaying all alerts from the system or field devices, along with specific details including alert aging.
- 2.5.3.3. This display shall be updated in real time with the event details, along with a time and date stamp and any acknowledgement information.
- 2.5.3.4. Alerts shall provide three levels of user-definable criticality:
- 2.5.3.5. Critical (highest level)
- 2.5.3.6. Warning (medium level)
- 2.5.3.7. Information (lowest level)
- 2.5.3.8. The alert window shall provide a means by which users can acknowledge, un-acknowledge, and close individual critical and warning alerts.
- 2.5.3.9. All acknowledgements, un-acknowledgements, and closures shall be time and date stamped with the user’s credentials upon change of status.

2.5.4. Intersection Display

- 2.5.4.1. The system shall provide a display where intersection timings, phase details, and ring information is presented in graphical form.
- 2.5.4.2. Any intersection display shall easily be accessed by selecting the device on the main map or device tree and double-clicking over the selection. The intersection

display shall then float over the containers or be attached to a container by dropping it into the container of the user's choice.

2.5.4.3. The intersection display, when floating, shall be able to be stretched to any size for better visibility, and all components of the display shall resize accordingly without pixilation (shall employ vector drawing).

2.5.4.4. Phase indication arrows shall be programmable for up to 16 phases, including protected/permissive movements and overlaps.

2.5.4.5. Protected/permissive indications shall be configured as one of the following: MUTCD flashing left turn yellow arrow, 5 section left protected/permissive left turn, or Canadian Fast-Flash left turn

2.5.4.6. All intersection-level graphics shall be placed on a zoomed-in portion of the main map or graphical image of the intersection by selecting the graphic from a menu and dropping it on the intersection.

2.5.4.7. All intersection-level graphics shall be associated with a phase, overlap, or function (preemption, status, alarms, etc.), and shall change color or appearance upon change of status at the intersection.

2.5.4.8. Intersection graphics configurations shall be transferrable from one intersection to another.

2.5.4.9. Animations of some display components shall be provided for better visibility, recognition, and attention.

2.5.4.10. Users shall be able to place a remote vehicle and/or pedestrian call to any enabled phase through controls placed on the Intersection Display Window.

2.6. *Device Grouping*

2.6.1. All devices shall be added and configured within a common Entity Tree. Any device shall be allowed to be assigned as a stand-alone entity, not associated with any other entity or device, System, Section, Subsection or Group.

2.6.2. Any device in the Device Tree, shall be assigned to one of the following static groups:

2.6.2.1. System – associated with an agency or jurisdiction. System events shall have the lowest priority control over all other scheduled events.

2.6.2.2. Section – associated with a portion of a system. Section events shall have higher priority than System Events, but lower priority than events scheduled on Subsections.

2.6.2.3. Subsection – associated with a portion of a Section. Sub-section events have higher priority than events scheduled on Sections, but lower priority than those scheduled for flexible Grouped intersections.

2.6.3. Any device in the Device Tree shall also be included into one or more flexible groupings. These Groups shall allow users to associate entities with common requirements for TOD scheduling, action plan control or manual command operation, and placed into their own unique grouping. Group commands override System, Section or Subsection events. Events scheduled on Groups have higher priority than all the groupings in the section above, but lower priority than a Stand-alone device.

2.6.4. Devices shall also be capable of being added to the entity tree as a Stand-alone device, not associated with any Static or Flexible Grouping. Scheduled events to these devices have highest priority of all, over all other scheduled events.

2.6.5. Devices, Systems, Sections, Subsections and Groups shall also be capable of being dynamically grouped by TOD schedule or by manual commands. Any static group, flexible group, device, or combination thereof shall be configured into a single scheduled event, action plan, or manual command and operate as a single entity.

2.6.6. Manual commands shall follow the same prioritization as above for scheduled events with respect to grouping, but they shall override any currently scheduled event for the devices being commanded.

3. System Functions

3.1. *Center-to-Field Communications*

3.1.1. The system shall communicate to the field devices using Ethernet or serial communications, using the agency's LAN, licensed band or spread-spectrum radios, private twisted-wire-pair copper (TWP), or fiber-optic cabling.

3.1.2. The system shall communicate with field devices using NTCIP protocols, or established proprietary protocols.

3.1.3. The system shall be capable of controlling, receiving status and data from, uploading and downloading field data, and applicable control parameters to and from each device.

3.1.4. The system shall maintain a copy of each field device's database of applicable operational parameters.

3.2. *Database Administration, Security, and System Access*

3.2.1. The system shall provide, at the top level, the ability to manage the ATMS and all device databases to monitor and control all field devices from one central location and optional remote facilities.

3.2.2. Each system client workstation or laptop shall require a username and password for any user, this is assigned by the system administrator. The username and password may be the same as that used by the operating system, but shall be required to be entered for each new system session.

3.2.3. The system shall allow for user and group privileges to be defined and assigned by the Administrator.

3.2.4. Operating privileges should be available for the following:

3.2.4.1. System Administrator Configuration – full access to all system functions

3.2.4.2. Inter-jurisdictional control – full access, partial access, read-only access to other agencies field devices, status, and logs.

3.2.4.3. User Profile Configuration – full access or read-only access to functions below (at a minimum), regardless of device type:

- Device configuration – adding, editing, deleting devices, and properties
- Device control – sending commands and instructions to devices
- Database configuration – access to modifying or editing segments (all or portions) of existing device databases
- Database maintenance – backup, restore, archiving, etc
- Database report creation and generation – includes standard and custom reports
- Map display characteristics– base map controls and intersection display editing
- GUI settings and editing – modifying desktop settings
- Communications configurations – modifying communications to the field

3.3. *Controller Database Management*

3.3.1. Traffic Signal Controller Database

3.3.1.1. Database management shall allow programming of the intersection controller databases.

3.3.1.2. Each device shall have separate database programming pages. These pages shall contain all the programming options unique to each device.

3.3.1.3. Programming entries shall primarily consist of numerical or text values, YES/NO or ON/OFF entries, or appropriate values for each type of device. Check boxes shall be used for flags as appropriate. Hexadecimal or binary code shall not be used as entry

values unless the data is represented in a similar encoded form on the controller's front panel display.

3.3.1.4. During program entry, the new data shall overwrite the old data. If the data entered is out of range, changes shall not be permitted and an error message shall alert the user.

3.3.1.5. When a user is editing data for a specific device, that database shall be "locked" and unavailable for edit by other users.

3.3.1.6. Standard industry accepted traffic engineering terminology shall be used throughout the programming displays.

3.3.1.7. Mnemonic usage shall be minimized and limited to recognized traffic engineering terms.

3.4. *Controller Database Upload/Download*

3.4.1. Upload/download shall transfer the programmable database from/to the selected device.

3.4.2. All upload/download data shall be verified for integrity using CRC techniques.

3.4.3. Following an upload, it shall be possible to compare the controller configuration to the database on file.

3.4.4. The system shall provide the ability for users to schedule a database comparison. Based on operator command or TOD/DOW schedule, the system shall automatically upload databases from devices and compare to database versions stored in the central database. The results of this comparison shall be available in a device comparison log. The log shall contain the following information on a per controller basis:

- Device number
- Status (upload failed, databases differ, databases match, no upload present)
- Date and time of last database comparison

3.4.5. It shall be possible to switch between the uploaded data and the central data with a simple menu selection. The differences shall be highlighted on the uploaded data.

3.4.6. It shall be possible to revert a controller database configuration to any previously saved version for that location.

3.4.7. The system's device database management shall provide an operator menu selection interface that is similar to the controller's menu selections.

3.4.8. When the operator of the ATMS selects either an upload or a download of a field device database, it shall be possible for the operator to select only the segments of the database to upload or download provided the field device can accept data transfer in this manner.

3.5. *Alert and Event Notification*

3.5.1. At a minimum, the system shall be capable of automatically sending alphanumeric messages (SMS – text messaging) to cellular telephones and email addresses upon detecting problems with the system or from any device.

3.5.2. Alert notifications shall also appear as a pop-up alarm, or similar notification, on each workstation logged into the system, provided a user has been configured to receive pop-up alarms, and that user is logged onto the system.

3.5.3. Alert notifications shall consist of at least three (3), user configurable, priority levels, to include “informational” (low priority), “warning” (medium priority) and “critical” (high priority) alerts.

3.5.4. Acknowledgements of incoming alerts shall be required for all medium and high priority on-screen notifications. Low priority alarm notifications shall not require acknowledgements.

3.5.5. The system shall be capable of sending alerts via text (SMS) or email and shall be configurable by TOD/DOW, allowing recipients to be selected based upon severity or priority of event and to issue text/email messages sent to multiple devices or addresses.

3.5.6. Notifications shall allow a confirmation to assure that the malfunction has been acknowledged.

3.5.7. If no acknowledgement is received upon expiration of a user programmable time-out period, subsequent notifications shall be configurable to be sent (or escalated) to alternate devices.

3.5.8. The system shall log all malfunction notifications, retries, and acknowledgements with time and date stamps. The first acknowledgement shall be recorded; all others shall be ignored.

3.6. *System Analysis and Engineering Tools*

3.6.1. The system shall include engineering and analysis tools, providing users the ability to comparatively evaluate current system and field operation, historical operation, or proposed changes to operation. These tools shall include, but not limited to:

- Interface to third party traffic plan optimization software
- Time-space diagrams
- Split monitor displays
- Traffic system and operational analysis reports
- Traffic Responsive Report
- Raw Detector Report

4. Intersection Control Functions

4.1. Intersection Controller Access

4.1.1. Access to the intersection controllers shall be controlled by privileges associated with system user logon IDs.

4.1.2. Any field located intersection controllers, connected to the system shall be capable of being represented by objects on the system map.

4.1.3. The system shall provide database management with full upload, download and control to Econolite ASC/2, ASC/3 controllers, 2070 controllers running the Econolite ASC/2070, ASC/3 2070 or Eagle EPAC ver. 4.01D or ver. 4.01F controllers using NTCIP 1202 communications protocols, or Oasis™ firmware, controllers and 170 controllers running Wapiti W4IKS, rev. 55a (6800) or 15 (HC11) using Econolite ACT protocols.

4.2. Intersection Control Modes

4.2.1. Traffic-Responsive (TR) - A controller shall be considered to be in the TR mode when it is operating on-line under central supervision and responding to system commands for plan selection based on the traffic-responsive algorithm.

4.2.2. Time-of-Day (TOD) - A controller shall be considered to be in the TOD mode when the controller is operating in a pre-determined timing plan based on a TOD schedule stored in the central database.

4.2.3. Manual - A controller shall be operating under the MAN mode when it is responding to system commands for plan selection issued from central control using manual override. From the perspective of the controller, this mode shall be identical to TR or TOD.

4.2.4. Failed - A controller shall be deemed “Failed” when the controller fails one or more monitoring checks. Once failed, a controller shall be in the failed mode until the problem has been corrected and the failure state has been cleared by periodic system retry commands.

4.2.5. Local - A controller shall be in the LOCAL mode when the local intersection controller makes the plan selection decision. The central system can command a local intersection to run in LOCAL mode, or LOCAL mode may result from manual command at the intersection. Communication of detector data and other status information shall continue even when in LOCAL mode.

4.2.6. Flash - Flash mode status shall be logged for each entry or exit from flash. The system shall have the be capable of detecting and reporting Central Flash, Cabinet Flash and Conflict or MMU Flash events provided the controller is able to discriminate between them and report its mode.

5. Traffic Responsive (TR) Control

5.1. General Description

5.1.1. The system shall utilize a V+kO (volume plus scaled occupancy) algorithm developed by the US Department of Transportation for traffic-responsive operations.

5.1.2. System detector data shall provide the basis for all TR plan selections by the system.

5.1.3. The system shall utilize a threshold-based algorithm, utilizing computational channels to evaluate system congestion and traffic flows.

5.1.4. The TR operation shall automatically select the timing plans for which traffic flow parameters have been defined that exceed the user-defined threshold of traffic. The TR mode shall be selected by a manual user command or on a TOD basis.

5.1.5. TR database shall identify the system detectors that are to be used for TR plan selection for each section.

5.1.5.1. The detector data shall have smoothing factors to configure importance of most recent data vs. historical data

5.1.5.2. The detector data shall have scaling factors to accommodate loop placement and redundancy as well as establish ratio of detectors used to establish computational channel. A separate weighting factor is used for each detector but each shares the same “k” value.

5.2. *Plan Implementation Techniques*

5.2.1. Plans shall be selected for implementation using the following process sequence:

5.2.1.1. Process vehicle volumes and occupancies from defined system detectors.

5.2.1.2. Calculate weighted sum of volumes plus a factor of occupancies (V+KO).

5.2.1.3. Compare the V+KO value with the programmed thresholds.

5.2.1.4. Select the plan with the closest match to the calculated value and that satisfies the user configured change threshold.

5.2.1.5. The selected timing plan shall be transmitted to the controllers. The plan will be invoked provided that it is available at each controller in the applicable section or system.

5.2.2. The duration of each TR sampling period shall be operator-selectable.

5.2.3. TR operation shall be capable of being overridden by manual selection.

5.2.4. TR operation shall be capable of operating in the background without selecting patterns until a user specified level of demand or occupancy is achieved at which point the user selected pattern will be commanded to the intersections and thus overriding the local or system time-of-day patterns.

5.2.5. System detectors shall provide volume and occupancy data for archived storage and analysis purposes.

5.2.6. Plan changes shall be implemented under TR only if the minimum change threshold has been exceeded.

5.2.7. Plan changes shall be implemented under TR only if the user-specified percentage of valid detection is met or exceeded.

6. System Analysis and Engineering Tools

6.1. *Time/Space Diagrams*

6.1.1. The system shall allow the operator to display time-space diagrams. At a minimum, the operator shall be able perform the following:

6.1.1.1. Display time-space diagrams for both programmed, real-time and historical coordination timings.

6.1.1.2. Display sloping progression bands for each direction of travel on the same diagram.

6.1.1.3. Dynamically adjust programmed (not real-time) offsets by “clicking” on an intersection’s time bars and “dragging” the bars in either direction.

6.1.1.4. The System shall be able to save time-space diagram offset adjustments to the database and download them to the controller.

6.1.1.5. Display the current offset as a numeric value next to each intersection.

6.1.1.6. Select the phases and/or overlaps for progression phases.

6.1.1.7. Time Space diagrams shall be capable of using GIS data to automatically calculate and display distances between signals.

6.2. *Split Monitor*

6.2.1. The system shall include a real-time split monitor that provides, at a minimum, the following functionality:

6.2.1.1. It shall be possible to present the operator with an analysis of the splits of an intersection per phase

6.2.1.2. The system user shall be able to view and process both programmed, historical and actual real-time data.

6.2.1.3. Programmed timing data for each phase shall be obtained from the current database of controller timings stored in the central system.

6.2.1.4. Actual real-time data for each phase shall be obtained by monitoring the controller status on a second-by-second basis.

6.2.1.5. Number of cycles analyzed shall be displayed.

6.2.1.6. It shall be possible to select the period for which the data shall be displayed by start and stop time and date, day of week, the last occurrence of a plan, or the last X minutes (where X is defined by the operator).

6.2.1.7. Actual splits shall be grouped together in “bins” and histograms used to graphically show the distribution of timings over the data collection period.

6.3. *System and Operational Reports*

6.3.1. Each report shall allow users to select report parameters and to customize report filtering and data selection.

6.3.2. Users shall be able to save report parameter selections to a named report that the user can run again at a later time without re-selecting the parameters.

6.3.3. User Reports shall be able to marked as “private” or “public” thus controlling whether other users are allowed access to run the report.

6.3.4. Users shall be able to use the system scheduler or the manual command scheduler to run any user defined reports, as well as system defined reports.

6.3.5. Report output formats shall include at a minimum PDF, Microsoft Word and Microsoft Excel formats.

6.3.6. The system shall provide a list of reports, providing information compiled from data retrieved from the system and any field device capable of logging data. These reports shall include, but not be limited to the following:

- Alerts Log Report
- Raw Detector Reports
- Device Communications Configuration Report
- Scheduler Report
- Signal Changes Report
- Signal Detector Events Report
- Split Monitor Report
- System Events Report
- Upload and Compare Report

- Detector VOS Reports

- Daily
- Hourly
- Multi-date / Hourly
- Multi-date / Daily

7. Optional Modules

7.1. *Adaptive Signal Control*

7.1.1. The system must optionally offer native support for Adaptive Signal Control.

7.1.2. The adaptive control algorithms must be an implementation of, or directly derived from the FHWA ACS Lite adaptive control system.

7.1.3. The Adaptive Control algorithms shall make adjustments to offsets and splits based on algorithms developed for ACS Lite.

7.1.4. The system must allow for definition of multiple adaptive control zones.

7.1.5. The Adaptive Control system shall allow users to configure multiple adaptive zones to each manage up to 32 different intersections.

7.1.6. Adaptive operation shall be enabled to operate through the ATMS scheduler or by manual command.

7.1.7. Adaptive control zones shall be capable of working in conjunction with the system's Traffic Responsive software.

7.1.8. Adaptive configuration and status screens shall be seamlessly integrated into the ATMS system.

7.1.9. In the event that adaptive operation terminates due to communication failure or in accordance with system schedules, the controllers in the field shall automatically revert to normal or local time-of-day operation.

7.1.10. The system shall not make permanent changes to the controller database when making offset or split adjustments at the controller.

7.1.11. The Adaptive system shall recognize when any changes are made to the controller database that would affect adaptive operation. Before proceeding with adaptive operation, the system shall automatically upload fresh parameters from the controller without user intervention.

7.1.12. The system shall allow users to view historical and real time displays of all adjustments made to offsets or splits by providing a variety of reports including phase utilization, flow reports and detector status reports.

7.1.13. Adaptive Signal Control shall operate on the same server hardware and communications channels as the ATMS system and shall not require additional servers or field hardened master computers to implement additional Adaptive zones

7.2. *Maintenance Management System*

7.2.1. The system shall optionally support a Maintenance Management System (MMS)

7.2.2. The MMS shall allow users to define classes of assets and inventory

7.2.3. The MMS shall allow users to track individual assets and their histories of preventive maintenance, location changes, failure and repair histories and depreciation.

7.2.4. The MMS shall allow users to define preventive maintenance (PM) activities and schedules for individual locations by location and asset types and by jurisdiction

7.2.5. The ATMS shall be capable of using real time alarm and events to generate trouble tickets in the MMS

7.2.6. The MMS shall allow users to manually define, document trouble calls

7.2.7. The MMS shall be capable of dispatch trouble calls to designated technicians or to designated groups of technicians.

7.2.8. The MMS shall provide a mobile web interface allowing field technicians to track and report on all activities associated with trouble tickets, work orders and PM in real-time.

7.2.9. The MMS shall provide a set of reports and dashboards allowing users to track:

- PM Due Status
- Ticket status
- Asset Histories
- Location histories
- Activity Reports by location
- Aggregate Asset values by location

7.3. *Data Collection and Monitoring*

7.3.1. The system shall optionally support the ability to interface directly with Autoscope and RTMS G4 and X3 detection units for the purpose of collecting and reporting on count station and other data. Supported devices shall include but not be limited to:

- Autoscope Solo Pro ®
- Autoscope RackVision™ Pro

- Autoscope 2020™
- Autoscope Solo Terra™
- Autoscope RackVision Terra™
- Autoscope System-16 Terra™
- Autoscope Encore™
- Autoscope Duo™
- RTMS G4
- RTMS X3

7.3.2. The system shall be capable of automatically identifying devices on the network.

7.3.3. Data Collection Station Status Display

7.3.3.1. The system shall provide a status display where data collections station information is presented in graphical form.

7.3.3.2. Any Data Collection Station display shall easily be accessed by selecting the device on the main map or device tree and double-clicking over the selection. The display shall then float over the containers or be attached to a container by dropping it into the container of the user's choice.

7.3.3.3. Camera locations be indicated by camera icons placed on an aerial map that will be part of the Data Collection Station display. Video snapshot images shall be also available through the Data Collection Station display, either by double-clicking on the camera icons or by hovering the mouse pointer over the icon.

7.3.4. The system shall include a Detector Group Chart that provides, at a minimum, the following functionality:

7.3.4.1. It shall be possible to present the operator with multiple graph display options for various types of data.

7.3.4.2. Users shall be able to select tabular displays of selected data

7.3.4.3. Users shall be able to select a display mode comparing the current day's information with preceding days of collected data

7.3.4.4. Users shall be able to select data collection time frames of:

- Last 24 Hours
- Last Record

- Last Hour
- Current Day
- User Selected Date

7.3.4.5. Users shall be able to select data collection resolution levels of 1-day, 1-hour, 30-minute and 15-minute intervals

7.3.4.6. Users shall be able to select from a full range reports and graphical displays on the GUI which shall include but not limited to:

- Total Volume
- Average Speed
- Average Time Occupancy
- Space Occupancy Average Time Gap

7.3.4.7. Users shall be able to select from a variety of graph styles to view historical as well as real time data:

- Stacked Bar
- Stacked Area
- Line
- Stacked Column

7.4. *MOE Reports*

7.4.1. The system shall optionally support the following graphical Measure of Effectiveness (MOE) monitors or displays. MOE displays or reports shall be based on high density data, collected by the controller at a frequency of 10 times per second.

7.4.2. The ATMS shall be able to selectively schedule MOE data collection through the system scheduler.

7.4.3. The user shall be able to schedule polling for individual intersections as well as for sections or subsections of intersections.

7.4.4. When MOE polling is enabled, the ATMS system shall upload MOE data once per minute.

7.4.5. The ATMS shall be capable of producing each MOE report based on a user selectable date for any date for which the system has collected MOE data.

7.4.6. MOE reports shall be provided as graphs or data plots over 24 hour periods.

7.4.7. The ATMS shall be capable of printing any of the MOE displays.

7.4.8. The ATMS shall provide means for archiving, restoring and purging MOE data from the ATMS database.

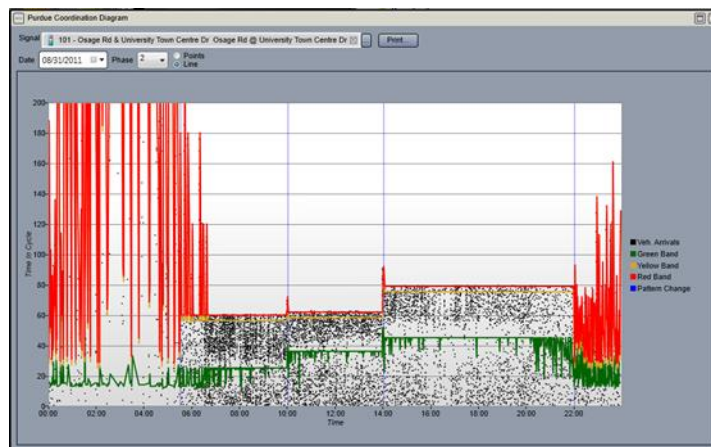
7.4.9. The MOE reports shall include the Purdue Coordination Diagram (PCD)

7.4.9.1. The PCD shall be capable of reporting vehicle arrivals at the time in cycle for each cycle over a 24 hour period.

7.4.9.2. The PCD shall visually map vehicle arrivals against the Green Band, Yellow Band and Red Band portions of the Cycle.

7.4.9.3. The PCD shall visually indicate pattern changes throughout the day

7.4.9.4. The ATMS shall be able to produce a PCD for each phase of a signal.



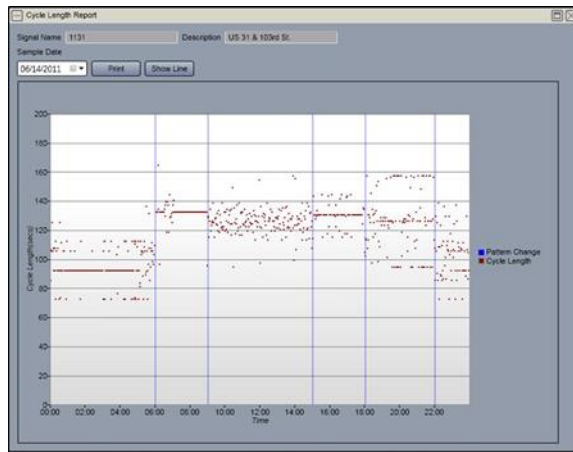
7.4.10. The MOE reports shall include a Cycle Length Report

7.4.10.1. The Cycle Length Report shall be capable of reporting cycle lengths for each cycle over a 24 hour period.

7.4.10.2. The Cycle Length Report shall be capable of displaying data in a scatter-plot format.

7.4.10.3 The Cycle Length Report shall visually indicate pattern changes throughout the day

7.4.10.4 The Cycle Length Report shall include a moving-average plot of the Cycle lengths throughout the day.



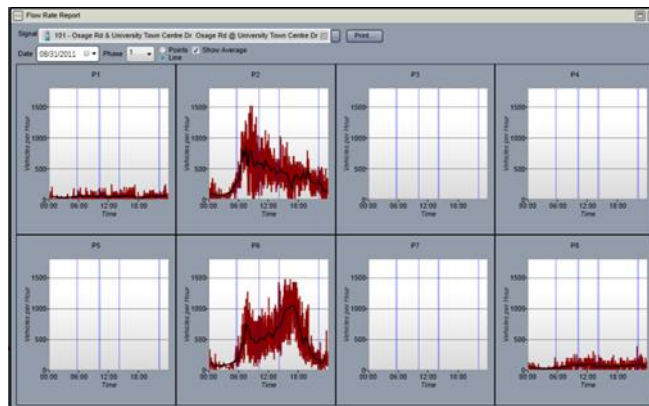
7.4.11. The MOE reports shall include a Flow Rate Report

7.4.11.1. The Flow Rate Report shall be capable of reporting vehicle volumes reported for each cycle over a 24 hour period.

7.4.11.2. The Flow Rate Report shall be capable of displaying data in a scatter-plot or line-plot format.

7.4.11.3. The Flow Rate Report shall visually indicate pattern changes throughout the day

7.4.11.4. The Flow Rate Report shall include a moving-average plot of the Volumes throughout the day.



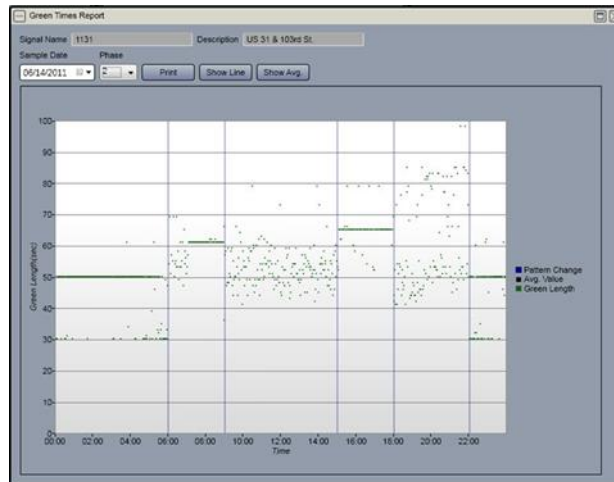
7.4.12. The MOE reports shall include a Green Times Report

7.4.12.1. The Green Time Report shall be capable of reporting length of green for any phase of a cycle as reported over a 24 hour period.

7.4.12.2. The Green Time Report shall be capable of displaying Green Time data in a scatter-plot or line-plot format.

7.4.12.3. The Green Time Report shall visually indicate pattern changes throughout the day

7.4.12.4. The Green Time Report shall include a moving-average plot of the Green Times throughout the day.



7.4.13. The MOE reports shall include a Percent Ped Calls Report

7.4.13.1. The Ped Calls Report shall be capable of reporting the percent of cycles affected by pedestrian calls for standard pedestrian phases of a cycle as reported over a 24 hour period.

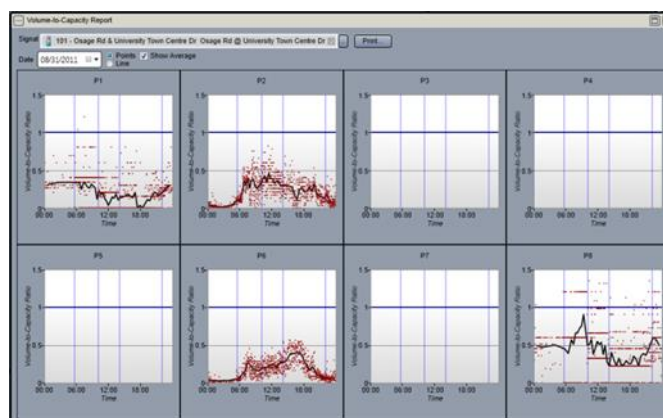
7.4.14. The MOE reports shall include a Volume to Capacity Report

7.4.14.1. The Volume to Capacity report shall be capable of reporting vehicle volume to capacity ratio reported for each cycle over a 24 hour period relative to the capacity of the intersection.

7.4.14.2. The Volume to Capacity report shall be capable of displaying data in a scatter-plot or line-plot format.

7.4.14.3. The Volume to Capacity report shall visually indicate pattern changes throughout the day

7.4.14.4. The Volume to Capacity report shall be capable of including a moving-average plot of the data throughout the day.



7.4.15. The MOE reports shall include a Split Failures Report

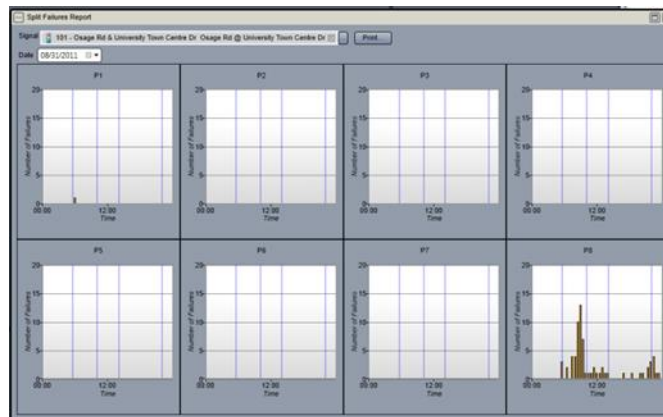
7.4.15.1. The Split Failure Report shall be capable of reporting the number split failures that occur as reported over a 24 hour period.

7.4.15.2. The Split Failure Report shall provide graphical display of Split Failures for each phase of the intersection.

7.4.15.3. The Split Failure Report shall display graphs for up to 8 phases.

7.4.15.4. The Split Failure Report shall include a moving-average plot of Split Failures throughout the day.

7.4.15.5. Split Failures shall be defined as occurrences of volume exceeding capacity as defined in the Volume to Capacity Report



7.5. *Travel Time Module*

7.5.1. The ATMS software shall support a seamless interface to retrieve real-time travel time information from TrafficCast BlueTOAD servers

7.5.2. The ATMS travel-time software module shall not be required to provide support for travel-time or speed for routes or segments where BlueTOAD data is unavailable.

7.5.3. ATMS System Map Support

7.5.3.1. Upon establishment of a connection to the TrafficCast BlueTOAD servers, the ATMS software shall automatically configure and render travel time segments that bi-directionally trace actual roadway segments between neighboring BlueTOAD units as configured on the TrafficCast servers.

7.5.3.2. The ATMS system map shall be capable of displaying color coded roadway segments using the underlying GIS database for rendering and reflecting user selectable travel-time or calculated thresholds using no less than three colors to indicate levels of travel time service in the various roadway segments.

7.5.3.3. Users shall be able to easily control whether the travel time segments are displayed on the map or not.

7.5.3.4. Using a mouse gesture, a user shall be able to easily determine the actual current travel time and calculated speed for any given segment.

7.5.4. The user shall be able to set the speed or travel-time threshold ranges as percent or later versions ages of the maximum speed associated with specific origin and destination pairs.

7.5.5. The Travel Time system shall provide graphical plots of travel times and speeds for selected roadway segments as defined by origin and destination pairs.

7.5.6. The ATMS shall be capable of providing pop-up alerts, email notifications and SMS text notifications indicating that speed or travel-time levels have crossed a threshold level of service.

7.5.7. Travel Time Reports - The ATMS shall provide reporting capabilities allowing users to see travel times and speed for selected roadway segments where travel time data is available.

7.5.7.1. Travel Time reports shall show data in both graphical and tabular formats and shall be exportable in Microsoft Excel, Microsoft Word, PDF, CSV and other formats.

7.5.7.2. The ATMS shall provide a report for travel time segments over a user selected reporting periods or intervals.

7.5.7.3. The ATMS shall provide a report for travel time segments reported over multiple user selected non-consecutive or non-overlapping time periods over multiple time frames.

7.5.8. The Travel Time Module shall be available as an optional component to the ATMS and shall be enabled or disabled with a software license key.

7.6. *Advanced CCTV Module*

7.6.1. The ATMS software shall provide an advanced CCTV video monitoring system as an optional module (in addition to the Standard CCTV viewer).

7.6.1.1. The CCTV system shall be IP-based and provide for network-based switching of digitized video streams.

7.6.1.2. The CCTV system shall be capable of supporting unicast and multicast video streams depending on the capabilities of the network switches and routers.

7.6.1.3. The CCTV system shall support multiple camera types and manufacturers.

7.6.1.4. The CCTV system shall support any number of multiple users or clients, based upon number of licenses provided

7.6.2. CCTV Cameras and Encoders

7.6.2.1. The system shall support IP cameras that directly generate digital IP video streams.

7.6.2.2. The system shall support analog video cameras attached to video encoders that encode the video into a digital IP video stream.

7.6.2.3. The system shall support configuration of camera or encoder image size, quality, and frame-rate where supported by the hardware.

7.6.2.4. Depending on the capability of the attached cameras or encoders, the system shall support Motion JPEG, MPEG4 Part 2 and MPEG4 Part 10 (H.264).

7.6.2.5. The system shall support both fixed and PTZ cameras.

7.6.2.6. The number of simultaneous video streams shall be limited only by the installed hardware, network bandwidth, and number of licensed cameras.

7.6.3. CCTV Clients

7.6.3.1. The system shall support both rich-client and web browser means to view and control the cameras in the advanced CCTV option (i.e. for police or city use).

7.6.3.2. The system shall support multiple, concurrent clients, each capable of opening multiple CCTV video player windows.

7.6.3.3. The CCTV system shall be capable of supplying up to twenty (20) simultaneous video streams.

7.6.3.4. The video player window shall provide mouse gestures to pan, tilt and zoom a PTZ camera. It shall be possible to zoom the camera by using the mouse scroll wheel.

7.6.3.5. CCTV cameras shall be represented as devices on the system map or maps and in the system control tree view.

7.6.3.6. The operator shall be able to double-click on a camera object in a map or tree to open the player window.

7.6.3.7. It shall be possible to drag and drop the camera viewer window into a system container area.

7.6.3.8. The client video player window shall support PTZ presets for cameras that support this feature. The player shall support as many presets as the camera supports up to a maximum of 255 presets.

7.6.3.9. The client video player window shall support tours or timed switching between programmed cameras and presets. The system shall support at least 64 tours and at least 64 camera presets per tour. The dwell time for each camera preset or stop shall be configurable in seconds.

7.6.3.10. The client player window shall provide the ability to stop the video stream and then restart the stream.

7.6.3.11. The client player shall provide the ability to save a “snapshot” of the video image as a jpeg or bmp file.

7.6.4. CCTV Wall Monitors

7.6.4.1. The CCTV system shall provide a means to display video images on a wall monitor or video wall.

7.6.4.2. It shall be possible to send camera tours (as described under the CCTV clients section above) to the wall.

7.6.4.3. A single video signal sent to a wall monitor shall be capable of displaying multiple video streams in tiled windows.

7.6.5. CCTV Security and Access

7.6.5.1. Access to the CCTV system shall be controlled by privileges associated with user login names and passwords. Privileges shall exist to allow or disallow direct PTZ control of a camera, to allow or disallow playing of a predefined camera tour, and to allow or disallow creation of camera tours.

7.6.5.2. Each user shall have a priority setting to control which user has priority if more than one user attempts to access the PTZ control of a camera at the same time. Once a user has taken over the PTZ control of a camera, that user shall maintain control of the camera from any equal or lower priority user until a PTZ inactivity timer has expired (without any PTZ movement) at which point control will be relinquished.

7.6.6. CCTV Recording (Option)

7.6.6.1. A separate video recording option (not included in the Standard CCTV system or Optional CCTV Module) shall exist to allow recording of video streams.

7.6.6.2. It shall be possible to start and stop recording from the client video player window.

7.6.6.3. It shall be possible to configure the CCTV system to record video based on a TOD schedule.

7.7. *Dynamic Message Sign (DMS) Module*

7.7.1. The vendor's ATMS system shall be capable of communicating with and managing Dynamic Message signs.

7.7.2. The ATMS shall provide support NTCIP 1203 objects associated with DMS devices and shall be capable of polling sign status as well as commanding messages to DMS devices.

7.7.3. The system shall manage DMS devices from the system entity tree

7.7.4. Icons for DMS devices shall be displayed on the system map with the ability to launch a sign status display capable of viewing and modifying the current message on a sign.

7.7.5. The system shall provide an editor for defining and storing messages. The editor shall be able to automatically determine the capabilities of the sign and constrain message definitions based on the sign capabilities.

7.7.6. The DMS editor shall support MULTI (Mark-Up Language for Transportation Information

7.8. *Server to Server Module*

7.8.1. The vendor's ATMS system shall be capable of operating in conjunction with other instances of the vendor's ATMS system owned and operated by neighboring agencies.

7.8.2. The Server to Server interface shall allow one agency to remotely command patterns and perform other control level operations on the other ATMS system.

7.8.3. One agency using the Server to Server interface shall be able to view another agency's devices on the system map and in the entity tree as if they were part of the home ATMS system.

7.8.4. Using the Server to Server interface, agencies shall be able to share real-time signal status data and detector data.

7.9. *Synchro Support Module*

7.9.1. The vendor's ATMS system shall be capable importing and exporting Synchro UTDF timing data.

7.9.2. After importing Synchro UTDF files, the vendor's ATMS shall be capable of storing timing and related data to the ATMS master database and shall be capable of downloading the timing data to the local controllers supported by the ATMS.

7.9.3. The vendor's ATMS shall support Synchro Version 6 UTDF formats.

ATTACHMENT A.2 – SYSTEM OVERVIEW

Under this Project, the County will receive a “commercial-off-the-shelf” NEMA Traffic Control System traffic signal control software system by utilizing a client-server architecture.

The System shall include a map and intersection graphics display which shall update the status of all devices on all map displays once per second when data is retrieved from a field device. Each instance of the map display shall be set up independently by panning and zooming such that each map region can be utilized as an individual sub-area for monitoring individual intersections or groups of intersections.

The System shall render maps dynamically using geo-coded Geographic Information Systems (GIS)-based map data and shall support bitmap (.BMP), JPG/JPEG, .PNG, and .GIF raster file formats, ESRI shape files, and SDE version 9.x.

The System shall support Web Map Services (WMS) to display geo-referenced map images from any WMS source, including ESRI ArcInfo Enterprise.

The System shall include the map icon for the traffic signals which will include a colored area that indicates high-level intersection status. The standard zoom level for this icon shall include:

- Intersection Status only – coordinated, free, flash, transition, preempted, communications fail, off line, etc.
- Intersection Status, plus main street (through phase) and side street signal colors
- Intersection Status, main street and side street colors and pattern number
- Intersection-level graphics with all signal phases, overlaps, pedestrian indications, detection, preemption, alarms, and status

The System shall be able to be configured to send alerts to online users based on specific events from field devices or from components in the system. Existing alerts shall be displayed in an Alert Monitor dialog.

The System shall provide an “Alert” notification which can be sent to an online, logged-in user, or an offline recipient via an email or SMS text message.

If an alert is not acknowledged or closed within a certain period, the System shall be able to “escalate” alerts or send it to an additional recipient or group of recipients.

The System shall provide a scheduler for configuring events and functions to be executed or terminated at specific points in time. The scheduler shall be flexible and allows scheduling of events daily, weekly, monthly, annually, seasonally, on floating or fixed holidays, and as special or one-time events.

System events shall be configurable and able to control individual field devices, groups of devices, sections, or systemwide. It shall be possible to combine devices, groups, and sections for a single event or function. The scheduler shall be able to schedule time broadcasts, log uploads, special function outputs, CCTV presets, actions sets, and time drift checks. The scheduler shall provide a means to print reports automatically.

The System shall support four central traffic control strategies:

1. Manually selected timing plans
2. Time-of-Day (TOD) selected timing plans
 - a) Time and date control the system regardless of demand
 - b) Predetermined timing plans (cycle lengths, offsets, splits)
 - c) Predetermined schedules (year, week, and day of week schedules)
 - d) Grid traffic scenario
3. Traffic Responsive algorithm responds to real-time volume and occupancy data to select a predefined timing plan to best serve the current traffic
 - a) System detectors control the system based on level of demand
 - b) Predetermined timing plans (cycle lengths, offsets, splits)
 - c) No schedule
 - d) Log records explain when and why a plan changed
4. Adaptive (licensed per intersection)

The control methods shall be able to be applied in any combination to individual controllers, sections of controllers, and groups of controllers. Controllers can belong to a single section at any time, but can be moved from one section to another manually or by time-of-day. Controllers can also belong to multiple groups at any one time, offering maximum flexibility in traffic control strategies.

The System shall provide a full set of historical system and device reports generated using Microsoft SQL Reporting Services. The reports shall allow for specifying, filtering, and sorting parameters. The following reports shall be available:

- | | |
|-------------------------------|--------------------------------|
| ▪ Alerts Log | ▪ Signal MMU Events |
| ▪ NEMA Traffic Control System | ▪ Split Monitor |
| ▪ Communications Statistics | ▪ System Activity |
| ▪ Device Fault Status | ▪ System Events |
| ▪ Device Daily Communications | ▪ Time Drift |
| ▪ Device Comm. Configuration | ▪ Traffic Responsive |
| ▪ Entity Hierarchy | ▪ Upload and Compare |
| ▪ Links | ▪ User Login |
| ▪ Raw Detector Data | ▪ VOS Daily Report |
| ▪ Signal Changes | ▪ VOS Hourly Report |
| ▪ Signal Configuration | ▪ VOS Multi-Date Hourly Report |
| ▪ Signal Detector Events | ▪ VOS Multi-Date Daily Report |
| ▪ Signal Events | |

The System shall also provide a means by which user-specific reports can be created without the requirement of additional third-party software or custom development work by the software provider. Reports shall be able to be developed via email in Microsoft Excel, Word, PDF, CSV, and other formats.

The Advanced Traffic Management System (ATMS) software shall be compatible with the following local controller software and hardware:

- ASC/2S with NTCIP
- ASC/3-1000 (NEMA TS2 Type 1)
- ASC/3-2100 (NEMA TS2 Type 2)
- ASC/3 Rackmount (Model 170 form factor, C1 connector)
- ASC/3 Software on Model 2070L (2002 TEES errata 1 and later)

- ASC/3 Software on Model 2070E (2009 TEES)
- Cobalt ATC
- OASIS Software on Model 2070L or E
- OASIS IP Software on Model 2070L or E
- SEPAC v4.01d or f (NEMA or 2070 form factor, requires optional NEMA Traffic Control System SEPAC interface module and permission from Siemens)
- Wapiti W4 on Model 170

The System shall be integrated with the Data Collection and Management System (DCMS) previously purchased by the County.

The system shall enable a self-contained laptop version which shall include intersection status monitor and database editors.

The laptop version will support the following features:

- Connection to a single controller at a time.
- Manual commands, such as a pattern change, which can be sent to the controller from the laptop.
- Allows users to download, clear, and view logs from the controller.
- Provides a convenient tool for synchronizing data between the laptop running the Local Edition and the NEMA Traffic Control System ATMS.
- The ability to inspect the data on both systems and provides an indication of which system has the newer data for each object. This includes the ability to copy all data in either direction or selectively decide what individual data to transfer in which direction.
- Synchronization between two laptops running NEMA Traffic Control System Local Edition which allows multiple users to maintain a “master” copy of controller databases to simplify the process of keeping field technician databases current and consistent.

The Consultant shall provide the Server-to-Server software to the County and Cities such that they will have the ability to monitor and manage each other systems. The Consultant will configure the Server-to-Server software such that the County and Cities will have full control over which devices are exposed to other systems.

The software maintenance agreement shall be current in order to receive updated patch releases at no additional cost.

ATTACHMENT A.3 – SYSTEM ARCHITECTURE

The County's NEMA Traffic Control System's ATMS and Server-to-Server software will be installed and connected to each other as well as with the field components as shown in Diagrams 1 and 2 architecture diagrams. These architecture diagrams show the individual computer workstations and servers and the interconnections between the equipment. It also shows the links between the computer equipment and the field communications network, the communications equipment, and the planned location of that equipment.

Diagram 1 – Existing KITS Traffic Control System & Proposed NEMA Traffic Control System Architecture Diagram

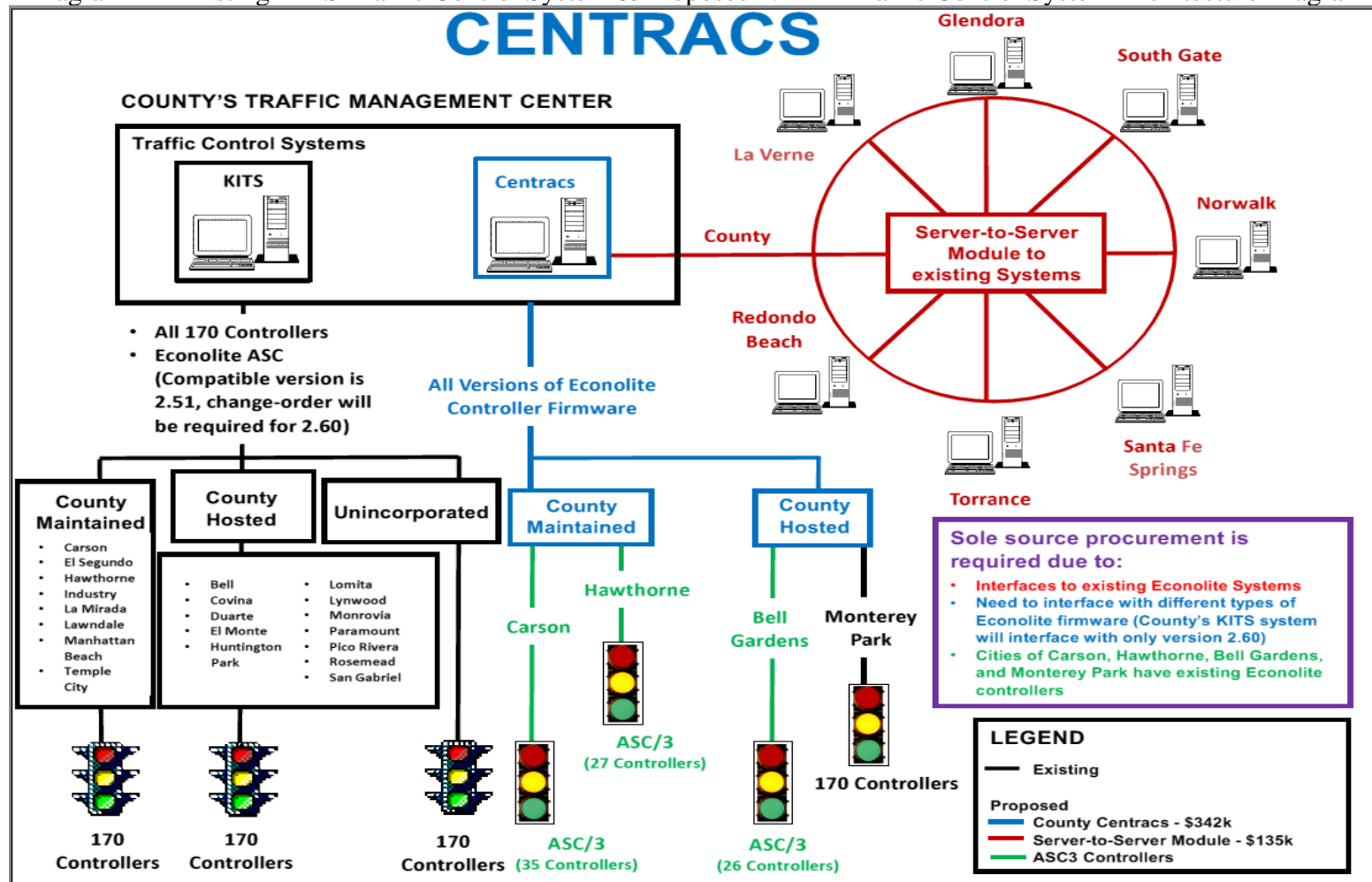
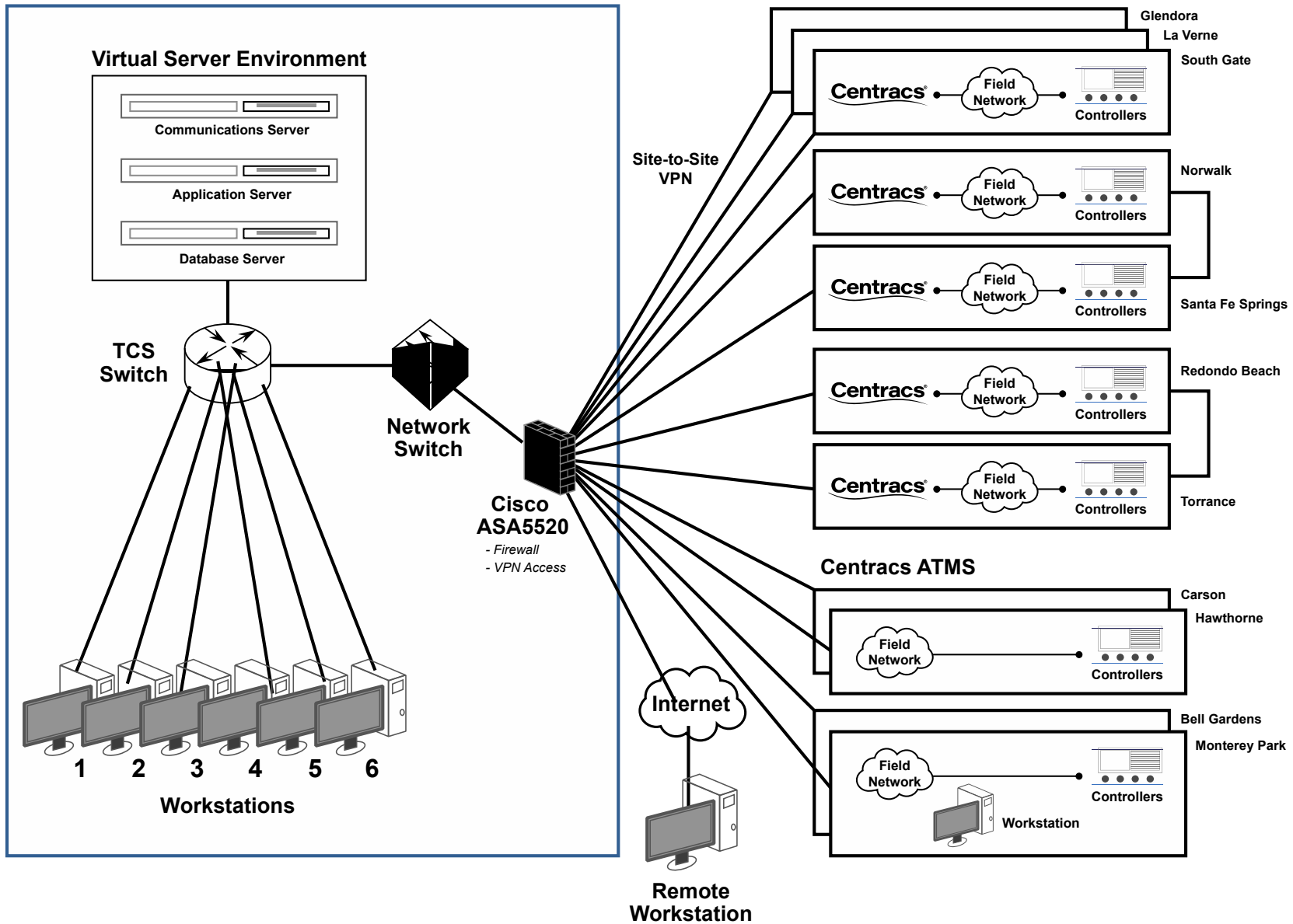


Diagram 2 - NEMA Traffic Control System's ATMS & Server-to-Server Architecture

LACO TMC



ATTACHMENT A.4 – ACCEPTANCE CERTIFICATE

(Name and Address)		TRANSMITTAL DATE	
ACCEPTANCE CERTIFICATE		CONTRACT NUMBER	
		TITLE	
FROM: _____ Contractor's Project Director (Signature Required)		TO: Andres Narvaez County's Project Director Department of Public Works	
<p>Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables for County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit A (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>			
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)		DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments:			
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.			
County Acceptance:			
NAME _____ County's Project Director		SIGNATURE _____ DATE _____	

Distribution:

Original – Financial Services

Copy 1 - Contractor

Copy 2 - County's Project Director

Copy 3 - DPW Master Contract File

ATTACHMENT A.5 – PARTICIPATING CITIES

The System shall include the following list of Cities, “Participating Cities,” as part of the Core Software deployment and the server-to-server module to existing systems.

- Core Software Deployment Cities
 - Carson
 - Bell Gardens
 - Hawthorne
 - Monterey Park

- Server-to-Server Module Cities
 - Glendora
 - La Verne
 - Norwalk
 - Redondo Beach
 - Santa Fe Springs
 - South Gate
 - Torrance

EXHIBIT B
PROJECT AND PAYMENT SCHEDULE
FOR
NATIONAL ELECTRICAL
MANUFACTURERS
ASSOCIATION (NEMA)
TRAFFIC CONTROL SYSTEM

This Exhibit sets forth the Contractor's Project, Price, and Schedule of Payments (Project and Payment Schedule for the NEMA Traffic Control System Traffic Control System) for the work required to complete all Tasks and Deliverables for Project provided by Contractor under the Agreement. Unless defined herein, capitalized terms used herein have the meanings given to such terms in the Base Agreement. The items listed in this Project and Payment Schedule reflect the project Tasks and Deliverables and will also serve as the basis for submitting invoices.

1. DELIVERABLES

Unless specified otherwise, Contractor will be paid the Implementation Cost on a fixed-price basis for completed and accepted Deliverables as provided herein below. The payments shall be subject to holdbacks, which will be withheld by County and released to Contractor pursuant to the provisions of Paragraph 9.6 (Holdbacks) of the Base Agreement. The Deliverable payments shall be calculated as follows:

$$\text{EXTENDED AMOUNT} = \text{DELIVERABLE AMOUNT} - 10\% \text{ DELIVERABLE HOLDBACK}$$

The "Amount" allocated for Task 1 (Project Management) is a "not to exceed" price for such Work, which Work will be performed on a time and materials basis in accordance with the Hourly Labor Rates shown in Schedule B.1 (Hourly Labor Rates). All other Tasks and Deliverables will be performed on a Firm Fixed Price ("FFP") basis as shown in Table 5.

Project pricing includes:

- NEMA Traffic Control System (200 intersection licenses) for the County, 50 intersection licenses for Bell Gardens and 50 intersection licenses for Monterey Park
- Factory installation of the NEMA Traffic Control System ATMS, DCMS, and Server-to-Server system software on County-provided virtual servers
- Supply and installation of one workstation each for Bell Gardens and Monterey Park
- On-site installation and integration (3 days), including one main map and up to ten intersections
- On-site training (2 days) and testing (1 day) on NEMA Traffic Control System
- NEMA Traffic Control System Local Edition
- Software Maintenance Agreement for three years
- Server-to-Server Modules and Connection Licenses

Task #	Task/Deliverable Description	Deliverable Due Date (Weeks from NTP)	Deliverable Amount	10% Holdback	Extended Amount ¹
1	Project Management*				
1.1	Meeting minutes & agendas, etc.	On-Going	\$35,000	\$3,500	\$31,500
2	System Environment				
2.1	Server VM Hardware and Software Infrastructure Specifications Document				
2.1	Server VM Hardware and Software Infrastructure Specifications Document	2-weeks	\$3,900	\$390	\$3,510
2.1.1	Verify and Certify County Virtual Machine Server Environment				
2.1.1	Certificate of Virtual Machine Server Hardware and Software Readiness	6-weeks	\$4,700	\$470	\$4,230
2.2	Core Software Workstation and Laptop Hardware and Software Infrastructure Specifications Document				
2.2	Core Software Workstation and Laptop Hardware and Software Infrastructure Specifications Document	2-weeks	\$3,200	\$320	\$2,880
2.2.1	Verify and Certify Core Software Workstation and Laptop Hardware Environment				
2.2.1	Certificate of Core Software Workstation and Laptop Hardware and Software Readiness	8-weeks	\$1,500	\$150	\$1,350

2.3	Workstations for the Cities of Bell Gardens and Monterey Park Software Infrastructure Specifications Document				
2.3	City Core Software Workstation Infrastructure Specifications Document	2-weeks	\$3,200	\$320	\$2,880
2.3.1	Provide, Install, and Certify Client Environments and Workstations for the Cities of Bell Gardens and Monterey Park				
2.3.1	Two (2) City System Workstations for the Cities of Bell Gardens and Monterey Park Workstations – Installed	8-weeks	\$9,800	\$980	\$8,820
Task 2 -- Sub-Total		8-weeks	\$26,300	\$2,630	\$23,670
3	Core Software Installation and Configuration				
3.1	Certification of Completion for Core Software Installation on County Servers including Core Software licenses, graphics	12-weeks	\$59,000	\$5,900	\$53,100
3.2	Certification of Completion for Core Software Installation on Workstation, including license and software in County-Client Environment	12-weeks	\$1,500	\$150	\$1,350
3.3	Certification of Completion for Core Software Installation on Laptop including Local Edition license and software in County-Client Environment	12-weeks	\$1,500	\$150	\$1,350
Task 3 -- Sub-Total		12-weeks	\$62,000	\$6,200	\$55,800

4	Core Software Acceptance Test Plan				
4.1	Core Software Acceptance Test Plan (DRAFT)	14-weeks	\$9,000	\$900	\$8,100
4.2	Core Software Acceptance Test Plan (FINAL)	18-weeks	\$4,600	\$460	\$4,140
Task 4 -- Sub-Total		18-weeks	\$13,600	\$1,360	\$12,240
5	Core Software Acceptance Test				
5.1	Core Software, including Workstation and Laptop/Local Edition Acceptance Test Report	22-weeks	\$12,900	\$1,290	\$11,610
5.2	Core Software, Go-Live	22-weeks	\$117,000	\$11,700	\$105,300
5.3	Core Software Workstation Installation Checklist	22-weeks	\$4,000	\$400	\$3,600
5.4	Workstation Acceptance Test Report for Cities of Bell Gardens and Monterey Park	22-weeks	\$6,200	\$620	\$5,580
Task 5 -- Sub-Total		22-weeks	\$140,100	\$14,010	\$126,090
6	Final Acceptance of Core Software				
6.1**	Final Acceptance of Core Software	38-weeks	\$13,800	\$1,380	\$12,420
Task 6 -- Sub-Total		38-weeks	\$13,800	\$1,380	\$12,420
7	Verify and Certify County and Cities' Server-to-Server Software and Hardware Environment				
7.1	City Deficiency Report for each City	30-weeks	\$50,000	\$5,000	\$45,000

7.2	Certificate(s) of Hardware and Software Readiness and Implementation Schedule for each City	38-weeks	\$26,000	\$2,600	\$23,400
Task 7 -- Sub-Total		40-weeks	\$76,000	\$7,600	\$68,400
8	Server-to-Server Software Acceptance Test Plan				
8.1	Server-to-Server Software Acceptance Test Plan (DRAFT)	42-weeks	\$9,000	\$900	\$8,100
8.2	Server-to-Server Software Acceptance Test Plan (FINAL)	46-weeks	\$4,600	\$460	\$4,140
Task 8 -- Sub-Total		46-weeks	\$13,600	\$1,360	\$12,240
9	Server-to-Server Software Integration and Installation				
9.1	Certificate of Completion for Completed System Server-to-Server Software Installation for County and one City Server, including Server-to-Server Software/License	60-weeks	\$40,000	\$4,000	\$36,000
9.2	Certificate of Completion for Completed System Server-to-Server Software Installation on City Servers (up to 2 City-City Connections), including Server-to-Server Software/License	60-weeks	\$22,500	\$2,250	\$20,250
Task 9 -- Sub-Total		60-weeks	\$62,500	\$6,250	\$56,250
10	Server-to-Server Software Acceptance Test				
10.1	Server-to-Server Software Acceptance Test Report - County and each City	70-weeks	\$12,900	\$1,290	\$11,610

10.2	Server-to-Server Software Go-Live	70-weeks	\$70,250	\$7,025	\$63,225
10.3	Server-to-Server Software Installation Checklist	70-weeks	\$4,000	\$400	\$3,600
10.4	Certificate(s) of Completion for each additional Server-to-Server Software Installation (1 County-City) and 2 (City-City) including Server-to-Server Software/License	70-weeks	\$100,125	\$10,012	\$90,113
Task 10 -- Sub-Total		70-weeks	\$187,275	\$18,727	\$168,548
11	Final Server-to-Server Software Acceptance				
11.1(a)**	Server-to-Server Software Final Acceptance (County and one City)	90-weeks	\$11,000	\$1,100	\$9,900
11.1(b)	Server-to-Server Software Final Acceptance (up to 6 Cities)	90-weeks	\$30,000	\$3,000	\$27,000
11.1(c)	Server-to-Server Software Final Acceptance (up to two City-City Connections)	90-weeks	\$15,000	\$1,500	\$13,500
Task 11 -- Sub-Total		90-weeks	\$56,000	\$5,600	\$50,400
12	Documentation				
12.1	Core Software, Local Edition, and Server-to-Server Software Documentation	92-weeks	\$5,500	N/A	\$5,500
Task 12 -- Sub-Total		92-weeks	\$5,500	N/A	\$5,500
13	Training				
13.1	Training Manuals	96-weeks	\$7,000	N/A	\$7,000

13.2	Up to 16 hours of Training	100-weeks	\$6,000	N/A	\$6,000
Task 13 -- Sub-Total		100-weeks	\$13,000	N/A	\$13,000
14	System Warranty and Support				
15	Additional Work				
TOTAL IMPLEMENTATION COST		100-weeks	\$704,675	\$68,618	\$636,058

Table 5 - Tasks and Deliverables

*Time and Materials

** – Key Deliverable

Holdbacks will be released to Contractor upon completion of Deliverable.

2. **MAINTENANCE FEES**

County will pay Contractor the Maintenance Fees monthly in arrears (Monthly Fees), or as otherwise may be required by County, calculated based on the Annual Fee of \$44,488 for each year of System Maintenance up to 3 years during the Initial Term and based on the Annual Fee of \$44,488 for each year of System Maintenance up to 2 years during the Extended Term, as may be appropriately adjusted for Service Credits or other adjustments allowed under the terms of the Base Agreement. Annual Maintenance Fees shall not increase during the Initial Term or Extended Term as shown in Table 6.

Task #	Maintenance Fees	Annual Fee	Total
14	14.1 - Centracs Warranty (1-Year)	\$0	\$0
	14.2 - Centracs Bronze SMA (3-Years Initial Term)	\$44,488	\$133,464
	14.3 – Centracs Bronze SMA (Optional 2-Years Extended Term)	\$44,488	\$88,976
	TOTAL MAINTENANCE FEES		\$222,440

Table 6 – Maintenance Fees

3. **ADDITIONAL WORK**

Any agreed upon Additional Work shall be provided in accordance with Paragraphs 5.3 (Additional Work) and 8.4 (Additional Work) of the Base Agreement following agreement on a not-to-exceed Maximum Fixed Price and the Scope of Work. All travel and living expenses must be included in the Maximum Fixed Price quoted. If included in the Maximum Fixed Price, such travel and living expenses may be reimbursed only if reasonable, are quoted and approved in advance by County, are based on actual expenditures and do not exceed County's then current travel expense reimbursement rates applicable to County staff.

Any Professional Services provided by Contractor to County as part of Additional Work under the Agreement shall be calculated using the Hourly Labor Rates set forth in Exhibit B.1 (Hourly Labor Rates). The Hourly Labor Rates shall not increase during the Initial Term of the Agreement and shall increase by no more than COLA only in the first year of the Extended Term, capped at 3%, during such first year of the Extended Term of the Agreement.

This Agreement allocates the maximum amount of \$27,885 in Pool Dollars. Pool Dollars may be used for acquiring Additional Work provided by Contractor pursuant to the applicable terms of the Agreement, as specified above, by executing a Change Notice in accordance with Paragraph B.2 (Change Notices) of the Base Agreement. Following acquisition of Additional Work using Pool Dollars, Exhibit B.2 (Additional Work Schedule) shall be updated by County to reflect the Additional Work acquired and the remaining Pool Dollars balance.

4. CONTRACT SUM

Contract Sum shall be County's maximum obligation under the Agreement and shall include the cost of the Project, Implementation, System Maintenance and Pool Dollars for Additional Work. The Contract Sum under the Agreement, including any and all sales tax and shipping amounts, is \$955,000 and includes the following components:

Contract Components	Total
Implementation Cost (Tasks 1-13)	\$704,675
Maintenance Fees (Task 14)	\$222,440
Pool Dollars (Task 15)	\$27,885
Contract Sum	\$955,000

SCHEDULE B.1
HOURLY LABOR RATES
FOR
NATIONAL ELECTRICAL
MANUFACTURERS
ASSOCIATION (NEMA)
TRAFFIC CONTROL SYSTEM

1. HOURLY RATES

Professional Services under the Agreement shall be provided by Contractor at the Hourly Labor Rates which shall not exceed the rates set forth in this Exhibit B.1.

Exhibit B.1 – Hourly Rates

CLASSIFICATION	HOURLY LABOR RATE
ITS Engineer	\$115
ITS Field Technician	\$140
Senior ITS Engineer	\$225
Systems Engineer	\$200
Senior Systems Engineer	\$250
Responsible Officer	\$300

2. KEY STAFF

KEY STAFF	CLASSIFICATION
Jon Ringler	Responsible Officer
Nick Ullman	Senior Systems Engineer
Chris Flores	Senior Systems Engineer
Stephanie DeFazio	Senior Systems Engineer
Iris La	Systems Engineer
Roy Howard	Systems Engineer
Michael Villafuerte	Senior ITS Engineer

SCHEDULE B.2
ADDITIONAL WORK SCHEDULE
FOR
NATIONAL ELECTRICAL
MANUFACTURERS
ASSOCIATION (NEMA)
TRAFFIC CONTROL SYSTEM

SCHEDULE B.2
ADDITIONAL WORK SCHEDULE

This Schedule B.2 shall document and track expenditure of all Pool Dollars for Additional Work provided by Contractor during the term of the Agreement.

1. ADDITIONAL WORK

ITEM No.	DESCRIPTION / TYPE	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
	SUBTOTAL (items completed & approved by County)				

Professional Services shall be provided by Contractor to County at the Hourly Labor Rates not exceeding those set forth in Schedule B.1 (Hourly Labor Rates), which shall not increase during the Initial Term of the Agreement and may increase during the Extended Term, but only as provided in Section 3 (Additional Work) of Exhibit B (Project and Payment Schedule).

2. POOL DOLLARS

EVENT (Effective Date, Change Notice, Amendment)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
Effective Date			\$0.00

EXHIBIT C

SYSTEM MAINTENANCE

FOR

NEMA

TRAFFIC CONTROL SYSTEM

1. GENERAL

This Exhibit C sets forth the scope of, and Contractor's service level commitment regarding, the maintenance, operational support, hosting and monitoring of the System, including, but not limited to, service levels consisting of Maintenance Services, Support Services, correction of Deficiencies and County's remedies for Contractor's failure to meet the service level commitment specified herein. Capitalized terms used in this Exhibit C without definition shall have the meanings given to such terms in the Base Agreement.

Throughout the term of the Agreement and in exchange for the payment of the Maintenance Fees in the amounts set forth in Exhibit B (Price and Schedule of Payments), Contractor shall provide System Maintenance, including Maintenance Services and Support Services, for the System Software pursuant to the applicable terms of the Agreement, including this Exhibit C, Monday through Friday from 7 A.M. to 6 P.M. Pacific Time ("PT") (hereinafter "Business Hours"). Requests for System Maintenance during Business Hours shall be made by email to support@econolite.com or by calling (800) 225-6480. Contractor shall be available via electronic mail during all other hours to respond to any request for System Maintenance arising from a Level 1 Severity Deficiency. Contractor shall contact County by 10 A.M. following receipt of a Level 1 Severity Deficiency occurring outside of the Business Hours. County's Project Manager will submit a request for System Maintenance via electronic mail (email). System Maintenance emails reporting System Software Deficiencies will be followed up by the Contractor's Project Manager via electronic mail (email). System Maintenance Services provided by Contractor under the Agreement shall include performing the tasks set forth below in this Exhibit C.

2. SYSTEM MAINTENANCE

- 2.1 County shall endeavor to reasonably provide Contractor with information and assistance necessary to detect, simulate, reproduce and correct Deficiencies; however, regardless of the level of assistance provided by County, Contractor will provide support services by means judged appropriate by Contractor. Such means may include, without limitation, remote access to County computer(s), remote telephone consultations, and the provision of written documentation and other materials to County, by mail or electronic means. County is responsible for maintaining a virtual private network ("VPN") connection into the traffic network for remote access to the system by Contractor. Contractor shall provide downloadable electronic Software Updates to provide County with avoidance procedures including related Documentation, if necessary, to correct any Deficiencies to the System Software; provided that County shall not be responsible for System Software errors or malfunctions resulting from downloading or installing such Software Updates. In the event that Contractor identifies a fault or failure in software or hardware not covered under this Agreement, which affects the operation of the System Software, then County will take promptly correct such faults and failures. Upon correction of said failures, Contractor shall ensure that the System Software is restored and operational within five (5) Business Days.
- 2.2 Contractor shall notify County as Software Updates to the System Software become available. Such Software Updates to the System Software shall be available for County for downloading or otherwise installing without additional License fees or Service Fees. Software Updates that do not require integration into the System will be provided at no additional cost to County. Any Software Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems), whether identified by Contractor, County or a third

- party, shall be provided to County within ten (10) calendar days of Contractor's knowledge of the existence of such security problems. A Major Version Release may require additional System Hardware and Third Party Software (e.g. operating systems, database servers, drivers, etc.) upgrades to ensure the performance and functionality of the System Software. Contractor will provide details of minimum System requirements, and the System will be upgraded at County's cost at least one (1) week prior to the implementation of the Major Version Release to meet or exceed these requirements. Notwithstanding the foregoing, County and Participating Cities shall not be required to install the most current Major Version Release of System Software as long as the currently operating Version Release is within two (2) Major Version Releases from the most recent Version Release.
- 2.3 County will notify Contractor within seven (7) calendar days of County's decision to update a Microsoft or another third party vendor of any security patch for the operating system software. Contractor shall test the compatibility of the security patch with the System Software in its laboratory facility, and shall confirm compatibility and report its findings to County within fourteen (14) calendar days after the release of such security patch and shall, at no additional cost to County beyond the Service Fees, provide Software Updates to the System Software necessary to make such operating system software security patch compatible with the System within thirty (30) calendar days after the release of the security patch by Microsoft or another third party vendor, as applicable. In the event it is determined during testing that the operating system security patch is not compatible with a third-party software product, Contractor shall provide County with an operational plan to protect the integrity of the System Software until such time as the third-party product is modified by the third party vendor.
- 2.4 County shall notify Contractor thirty calendar (30) days prior to the planned installation of any service packs, third party software updates or system upgrades to the existing version of operating system software or third party software. Contractor shall verify the compatibility of the service pack, third party software update or system upgrade with the System Software in its laboratory facility and report its findings to the County within fourteen (14) calendar days after notification from County of its planned installation of the service pack, third party software update or system upgrade, and shall, at no additional cost to County beyond the Service Fees, provide Software Updates to the System Software necessary to make such operating system software service packs, third party software update or system upgrade compatible with the System Software within forty-five (45) calendar days after the notification by County. In the event it is determined during testing that the operating system service pack, third party software update or system upgrade is not compatible with another third-party software product, Contractor shall provide County with an operational plan to protect the integrity of the System Software until such time as the third-party product is modified by the third party vendor. This System Maintenance task includes making updates to the System Software as required because of third party software changes and providing the updated version of the System Software product ("Centracs"). In the event that during the Initial Term of the Agreement System Hardware, operating system or Third Party Software provided by County or a Participating City (hereinafter in this Section 2.4 "the agency") is deemed by Contractor not to be sufficient for installation of a Major Version Release, then the agency shall be responsible for the cost of the replacement or upgrade/update of the hardware or software as may be required. A Software Update resulting in a Major Version Release may not support all the non-core functionality of the previous Major Version Release of the System Software. Prior to the upgrade, Contractor will provide agency with release notes for the new product that describes new and modified

- functionality. Although no core functionality will be lost, support for obsolete field devices may not be included in future system upgrades.
- 2.5 Contractor shall provide System Maintenance for Third Party Software that is deemed to be part of the System Software, as described in Attachment A.2 (System Overview) at no additional cost to County beyond the Service Fees, regardless of whether the license to such Third Party Software is obtained through Contractor or through an extension of an existing County license with such Third Party Software provider.
- 2.6 If County submits a request for such System Maintenance, Contractor shall diagnose the Deficiency and determine whether it is caused by the System Software. Such diagnosis and determination shall be included in the scope of System Maintenance hereunder and provided without additional charge beyond the applicable Service Fees, even if the condition is ultimately determined to be caused by System Hardware, operating system software or user error and not by the System Software. Contractor shall be responsible for fixing Deficiencies that arise as a result of modifications made to the current version of operating system software in use by County as of the Effective Date or as updated by mutual agreement of County and Contractor. Contractor shall specify the item of such System Hardware or operating system software that caused the apparent Deficiency.
- 2.7 System Maintenance requests must be initiated by email to a Contractor-created unique email address for the sole use of County to send problem reports containing the information set forth in items (a) through (k) below. Such information shall be required if Deficiency Credits are to be applied. Contractor shall provide monthly reports to County, which shall include the following data:
- (a) Problem Number-to be completed by Contractor;
 - (b) Date and time reported;
 - (c) Person reporting the problem and phone number;
 - (d) Facility or program location where problem occurred;
 - (e) Location of the problem;
 - (f) Sequence of events before the problem was found;
 - (g) Description of the problem;
 - (h) Video, Screen shot, or “Snag it” of problem, if applicable;
 - (i) Problem Severity Level;
 - (j) Resolution status and estimated fix date
 - (k) Resolution plan and results
- 3. CORRECTIVE MAINTENANCE**
- 3.1 As part of System Maintenance, Contractor shall perform corrective maintenance to correct any failure of the Application Software and to remedy Deficiencies (collectively, “Corrective Maintenance”), such that the System Software operates in accordance with Exhibit A (Statement of Work).

- 3.2 In the event that Corrective Maintenance is required of Contractor, County will notify Contractor of the need for Corrective Maintenance, and County's Project Manager, in County's Project Manager's sole judgment, will determine if the error or malfunction is a Level 1 Severity, Level 2 Severity or Level 3 Severity (each, a "Problem Severity Level") as follows:
- "Level 1 Severity" means an error or malfunction, including a Deficiency, that causes the System Software or a component or application of the System Software to halt processing, and for which no reasonable workaround, other than a workaround developed by Contractor under Section 3 (Corrective Maintenance) of this Exhibit C, as part of System Maintenance, is available.
 - "Level 2 Severity" means an error or malfunction, including a Deficiency, that prohibits required functionality, but at the time of the error or malfunction, a reasonable workaround is available to proceed, and such workaround does not substantially impair County's normal business operations.
 - "Level 3 Severity" means an error or malfunction, including a Deficiency, which is inconvenient or an annoyance but does not affect functionality.
- 3.3 Following a report of a problem, Contractor shall provide expedient action to determine if there is a Deficiency. If Contractor reasonably determines that there is a Deficiency, Contractor shall provide continuous action to correct the Deficiency. Contractor shall provide Corrective Maintenance in accordance with this Section 3 (Corrective Maintenance) to correct all Deficiencies as described below:
- For Level 1 Severity Deficiencies, Contractor shall (i) within three (3) Business Days, provide a workaround restoring functionality or, in the case of Third Party Products, provide a timeframe for a workaround; and (ii) within thirty (30) Business Days, correct the Deficiency.
 - For Level 2 Severity Deficiencies, Contractor shall (i) within ten (10) Business Days, provide a workaround restoring functionality or, in the case of Third Party Products, provide a timeframe for a workaround; and (ii) within sixty (60) Business Days, correct the Deficiency.
 - For Level 3 Severity Deficiencies, Contractor shall (i) within thirty (30) Business Days, in the case of Third Party Products, provide a timeframe for a workaround; and (ii) within ninety (90) Business Days, correct the Deficiency.

4. DEFICIENCY CREDITS

4.1 GENERAL

Deficiency Credits shall apply when a Deficiency continues without a workaround or resolution in excess of the amount of time permitted to resolve the Deficiency pursuant to Section 3 (Corrective Maintenance) of this Exhibit C. Deficiency Credits shall accrue under this Exhibit C for Contractor's failure to maintain System Software's reliability, for failure to timely correct Deficiencies or workarounds and for the System's failure to satisfy Response Time Tests (as defined below), all as described in more detail below (collectively and individually, "Deficiency Credits"). The amount of the Deficiency Credits will depend on the extent and duration of Contractor's continuing failures. Time elapsed shall only accrue during Business Days. Deficiency Credits can only be applied if (and during such period as when) County maintains

VPN connectivity into the traffic network. County may not initiate a Level 3 Severity service request on functionality contained within the System Software that otherwise meets the requirements and specifications set forth in Exhibit A (Statement of Work). Such Deficiency Credits only applies to System Software failures. Hardware failures are not subject to Deficiency Credits.

4.2 DEFICIENCY CREDITS – CORRECTIVE MAINTENANCE RESPONSE TIME FAILURES

If Contractor fails to provide Corrective Maintenance by providing a workaround or resolution within the applicable timeframes as specified in Section 3 (Corrective Maintenance) of this Exhibit C, including Section 3.3, then in each instance Deficiency Credits shall accrue for the benefit of County, calculated as set forth below:

- For Level 1 Severity Deficiencies, Deficiency Credits equal to one thirtieth (1/30) of the aggregate monthly Maintenance Fee for each twenty-four (24) hours the Level 1 Severity Deficiency continues: (a) without a workaround beyond three (3) Business Days from notice by County of such error or malfunction, or (b) without a resolution beyond thirty (30) Business Days from notice by County of such Deficiency. Once the Level 1 Severity Deficiency is resolved, the Deficiency Credits total accrual will be deducted from the current monthly maintenance invoice submitted by Contractor to County for payment.
- For Level 2 Severity Deficiencies, Deficiency Credits will not be applied. Instead, the County will delay payment of the current monthly maintenance invoice if the Level 2 Severity Deficiency continues: (a) without a workaround beyond ten (10) Business Days from notice by County of such error or malfunction, or (b) without a resolution beyond sixty (60) Business Days from notice by County of such Deficiency. Once the Level 2 Severity Deficiency is resolved, County will pay Contractor's current monthly maintenance invoice in full.
- For Level 3 Severity Deficiencies, Deficiency Credits will not be applied. However, the County will delay payment of current monthly maintenance invoice if the Level 3 Severity Deficiency continues without a workaround beyond ninety (90) Business Days from notice by County of such Deficiency. Once the Level 3 Severity Deficiency is resolved, County will pay Contractor's current monthly maintenance invoice in full.

Notwithstanding the foregoing, the County may determine that numerous and/or severe Deficiencies of Level 2 Severity or Level 3 Severity, in the aggregate, amount to a Deficiency of Level 1 Severity, in which case Contractor's resolution of such Deficiencies shall be subject to assessment of Deficiency Credits for Severity Level 1. In this event, County shall submit notification of this determination in writing to Contractor; and Contractor shall provide continuous corrective action in correlation with Level 1 Severity Deficiencies from the date and time of such notification.

4.3 DEFICIENCY CREDITS – SYSTEM SOFTWARE RESPONSE TIME

Any Deficiencies which are identified as a result of the Response Time monitoring procedures set forth in Paragraph 5 (Response Time Warranty) shall be considered Level 2 Severity Deficiencies. Deficiency Credits for Contractor's failure to remedy the Deficiency causing the System to fail to meet Response Times shall accrue as set forth in Section 4 (Deficiency Credits) above.

5. RESPONSE TIME WARRANTY

- 5.1 “Response Time” means the elapsed time from the entry of a query at the workstation, to the time the workstation fully displays the complete response exclusive of connectivity latencies. To demonstrate the response time independent of connectivity latencies, a controller shall be directly connected to the local network port. This controller shall be used to measure all transactional queries.
- 5.2 Transactional queries, defined as an upload or download of a single controller database page or a single controller command, must have a Response Time of not more than 10 seconds.
- 5.3 The Response Time for report and transactional queries shall be defined during Acceptance testing as specified in Task 4 (Core Software Acceptance Test Plan) of Exhibit A (Statement of Work). It is understood that the Response Time for the reports shall be dependent on the complexity of the report and the number of the records contained within the related database tables. If there is a significant increase in Response Time, County may report this as a Response Time Deficiency.
- 5.4 County shall determine Response Time Deficiencies in accordance with a mutually agreed upon Response Time verification procedure, which isolates connectivity latencies.
- 5.5 County shall report Response Time Deficiencies as Level 2 Severity. Contractor shall be responsible to resolve all hardware compatibility and software issues causing Response Time Deficiencies, excluding connectivity latencies.

6. ADDITIONAL PROVISIONS

- 6.1 Contractor warrants the Centrac System Software shall perform as specified in the Agreement and Specifications including the published product specification and documentation, provided that: (a) the System Software is used only with the hardware recommended or approved by Contractor and in accordance with Contractor’s documentation and use instructions; (b) the hardware is in good operating condition, is installed in a suitable operating environment, and is regularly maintained in accordance with the user documentation provided by Contractor or the manufacturer; (c) any error or defect in the System Software is not solely caused by County, its employees, agents, contractors or a County authorized third party.
- 6.2 There shall be no third party applications loaded onto any server, workstation, or laptop accessing or forming part of the System Software without the prior direction or approval of Contractor.

EXHIBIT D

**ADMINISTRATION OF AGREEMENT
FOR
NEMA
TRAFFIC CONTROL SYSTEM**

EXHIBIT D

ADMINISTRATION OF AGREEMENT

1. COUNTY KEY PERSONNEL

AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Andres Narvaez
Title: Civil Engineer
Address: 1000 S. Fremont Av., Bldg. A-9E, 4th Floor
Alhambra, CA 91803
Telephone: (626) 300-4741
Facsimile: (626) 300-4826
E-Mail Address: anarvaez@pw.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: John Ickis
Title: Associate Civil Engineer
Address: 1000 S. Fremont Av., Bldg. A-9E, 4th Floor
Alhambra, CA 91803
Telephone: (626) 300-4714
Facsimile: (626) 300-4826
E-Mail Address: jickis@pw.lacounty.gov

DIRECTOR:

Name: Mark Pestrella
Title: Director of Public Works
Address: 900 South Fremont Avenue
Alhambra CA, 91803
Telephone: (626) 458-4001
Facsimile: (626) 458-4022
E-Mail Address: mpestrella@pw.lacounty.gov

EXHIBIT D

ADMINISTRATION OF AGREEMENT

2. CONTRACTOR KEY PERSONNEL

AGREEMENT NO. _____

CONTRACTOR'S SYSTEMS ENGINEER:

Name: Iris La
Title: Systems Engineer
Address: 3360 East La Palma Avenue
Anaheim, CA 92806
Telephone: 714-575-5522
Facsimile: 714-630-1973
E-Mail Address: ila@econolite.com

CONTRACTOR'S SENIOR SYSTEMS ENGINEER:

Name: Nick Ullman
Title: Senior Systems Engineer
Address: 3360 East La Palma Avenue
Anaheim, CA 92806
Telephone: 714-575-5702
Facsimile: 714-630-1973
E-Mail Address: nullman@ecololite.com

CONTRACTOR'S SENIOR ITS ENGINEER:

Name: Michael Villafuerte
Title: Senior ITS Engineer
Address: 3360 East La Palma Avenue
Anaheim, CA 92806
Telephone: 714-575-5761
Facsimile: 714-630-1973
E-Mail Address: mvillafuerte@econolite.com

EXHIBIT E

**CONFIDENTIALITY AND ASSIGNMENT AGREEMENT
FOR
NEMA
TRAFFIC CONTROL SYSTEM**

EXHIBIT E
CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACTOR: ECONOLITE CONTROL PRODUCTS, INC.

1. GENERAL INFORMATION

The organization identified above (“Contractor”) is under contract (“Contract”) to provide Work (as such term is defined in the Contract) to the County of Los Angeles (“County”). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under the Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement (“Agreement”), represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Base Agreement, including this Exhibit E.

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor’s, or any subcontractor’s, staff that will provide Work pursuant to the above-referenced Contract are Contractor’s, or any subcontractor’s, sole responsibility. Contractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Work under the above-referenced Contract.

Contractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Contract, may come in contact with (i) Confidential Information (as such term is defined in the Base Agreement to the Contract), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations doing business with County Contractor, any of its subcontractors (collectively for the purpose of this Exhibit E “Confidential Information”). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 18 (Confidentiality and Security) of the Base Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal,

report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Work under the above-referenced Contract; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Contract.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

4. ASSIGNMENT OF PROPRIETARY RIGHTS

All County Materials (as defined in the Base Agreement of the Contract) shall belong exclusively to County whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all County Materials shall be deemed to be "works made for hire" under the United States Copyright Act, and County shall be deemed to be the author thereof.

If and to the extent any County Materials are determined not to constitute "works made for hire", or if any rights in the County Materials do not accrue to County as a work made for hire, Contractor agrees to ensure that all right, title and interest in such County Materials, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the County Materials, are irrevocably assigned and transferred to County to the maximum extent permitted by law. Without limiting the foregoing, Contractor agrees to ensure that (i) all economic rights to the County Materials, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the County Materials, are assigned and transferred to County; (ii) County is entitled to any and all modifications, uses, publications and other exploitation of the County Materials without consequences; and (iii) County obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the County Materials.

Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the County Materials to County in accordance with the Base Agreement.

SIGNED _____ **DATE** _____

PRINTED _____ **TITLE** _____

EXHIBIT F

**CONTRACTOR’S EEO CERTIFICATION
FOR
NEMA
TRAFFIC CONTROL SYSTEM**

EXHIBIT F
CONTRACTOR’S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION

- | | YES | NO |
|---|-----|-----|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. | () | () |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | () | () |

Signature

Date

Name and Title of Signer (please print)

EXHIBIT G

**JURY SERVICE ORDINANCE
FOR
NEMA
TRAFFIC CONTROL SYSTEM**

TITLE 2 ADMINISTRATION
CHAPTER 2.203.010 THROUGH 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

TITLE 2 ADMINISTRATION
CHAPTER 2.203.010 THROUGH 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

TITLE 2 ADMINISTRATION
CHAPTER 2.203.010 THROUGH 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H
SAFELY SURRENDERED BABY LAW
FOR
NEMA
TRAFFIC CONTROL SYSTEM

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

A baby's

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Can only a parent bring in the baby?

Does the parent or surrendering adult have to call before bringing in the baby?

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home.

What happens to the parent or surrendering adult?

Why is California doing this?

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT I

**SOURCE CODE ESCROW AGREEMENT
FOR
NEMA
TRAFFIC CONTROL SYSTEM**

LICENSEE/BENEFICIARY ENROLLMENT

To: **ESCROW AGENT**

Lincoln-Parry SoftEscrow, Inc.

Distribution Department

100 Cambridge Street, 14th Floor Suite 1400 Boston, MA 02114

Telephone: +1-888-771-2042 Fax: +1-613-839-1362 Email: desk@softescrow.com

AGREEMENT NO. 8028

LICENSEE/BENEFICIARY:

Licensee/Beneficiary Company Name
LOS ANGELES COUNTY DOT

Designated Contact
ANDRES NARVAEZ

Title
C/- TRAFFIC SECTION HEAD

Street Address
900 SOUTH FREMONT AVENUE

City
ALHAMBRA

State/Province
CA

ZIP/Postal Code
91803

Country
USA

Phone
6263004741

Fax
1111111111

Email
anarvaez@pw.lacounty.gov

Being a licensed user of those programs included in the Software described or otherwise included in Software Escrow Agreement No. 8028 and bearing date 01/06/2020 between the Escrow Agent and the Licensor and as such becomes entitled to the rights of a beneficiary and agrees to perform and observe its obligations thereunder upon the Licensor filing this Notification with the Escrow Agent. The Licensee's/Beneficiary's rights under this Agreement shall relate to the Software in those container(s) held by the Escrow Agent for which the Licensee/Beneficiary has a valid license agreement that is not in arrears or otherwise in default at such time as those rights are exercised.

The Licensee/Beneficiary has received and reviewed this Agreement and accepts its terms and conditions and agrees to pay the fees and charges set annually by the Escrow Agent. The Licensee/Beneficiary may terminate the whole of its rights and obligations at any time.

The following party shall be responsible for any fees and charges pertaining to the above licensee/beneficiary:

☒ **Licensor/Depositor** ☐ **Licensee/Beneficiary**

Enrollment date: 01/06/2020 (mm/dd/yyyy)

ESCROW MATERIAL PRODUCT DESCRIPTION	RELEASE/VERSION NUMBER
CENTRACS SERVER TO SERVER (S2S)	2.1.5

Segregated Software (separate deposit of source code required for this enrolled Beneficiary)?

Yes

The Depositor shall deposit updates to the Software above listed not less frequently than annually and such updates shall be considered as included in the Software.

LICENSOR/DEPOSITOR:

Licensor/Depositor Company Name
ECONOLITE

Authorized Representative Signature
TRACEY RATCLIFFE

☒ This document is sent electronically and is binding according to its terms.

Title
PROJECT MANAGER

Street Address
5755 MARK DABLING BLVD., STE 300

City
COLORADO SPRINGS

State/Province
CO

ZIP/Postal Code
80919

Country
USA

Phone
7192475203

Fax
1111111111

Email
tratcliffe@econolite.com

Incomplete information may result in a delay of enrollment. The Escrow Agent will direct all correspondence, notices, invoices and general information requests at the address above or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance under a change notice.

CHANGE NOTICE LICENSEE/BENEFICIARY

To: ESCROW AGENT

Lincoln-Parry SoftEscrow, Inc.
Distribution Department
100 Cambridge Street, 14th Floor Suite 1400 Boston, MA 02114
Telephone: +1-888-771-2042 Fax: +1-613-839-1362 Email: desk@softescrow.com

AGREEMENT NO. 8028

Please update your records accordingly as indicated below effective 02/27/2020 (mm/dd/yyyy)

Update billing records as well (if applicable) ☐ Yes ☒ No

The Escrow Agent will direct all correspondence, notices and general information requests to the address below or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance with a Change Notice.

LICENSEE/BENEFICIARY:		
Company Name Los Angeles County Public Works, Traffic Safety & Mobility Division		
Designated Contact Andres Narvaez, P.E.		
Title Civil Engineer/C/-Traffic Section Head		
Street Address 900 South Fremont Avenue		City ALHAMBRA
State/Province CA	ZIP/Postal Code 91803	Country USA
Phone 626-300-4741		Fax 000-000-0000
Email anarvaez@dpw.lacounty.gov		

REQUESTED BY:	
Company Name Los Angeles County Public Works, Traffic Safety & Mobility Division	
Name eamildated02272020LPS	
Authorized Representative Signature <input checked="" type="checkbox"/> This document is sent electronically and is binding according to its terms.	
Title Civil Engineer/C/-Traffic Section Head	
Date (mm/dd/yyyy) 02/27/2020	
Phone 626-300-4741	Fax 000-000-0000
Email anarvaez@dpw.lacounty.gov	



NOTICE CONFIRMING RECEIPT OF ESCROW MATERIAL

TO: Econolite
ATTN: Tracey Gleason
E: tgleason@econolite.com

RE: Software Escrow Agreement No. 8028
Licensor: Econolite Control Products, Inc.
Multi User Plan
Dated: October 21, 2011

This is to confirm that we have received delivery of the following listed Container Number in connection with the above captioned escrow agreement. The material in the said container are certified in writing by a representative of the Licensor attesting to the contents sealed in this Container as being those referred to in the above cited Software Escrow Agreement and listed below:

<u>Container #</u>	<u>Received Date</u>	<u>Product Description</u>	<u>Release #</u>
8028.18	Jan 10, 2020	Licensee: Los Angeles County DOT	
	Jan 10, 2020	CENTRACS S25	2.1.5

The said container is now lodged with us under escrow for the benefit of the parties all in accordance with the terms of the above sited agreement.

Yours very truly,
Lincoln-Parry SoftEscrow
Support Team, Client Service

North America 1.888.771.2042
www.softescrow.com
support@softescrow.com
100 Cambridge Street, 14th Floor, Suite 1400, Boston, MA 02114
114-105 Schneider Road, The Windmill Business Center, Ottawa, Ontario K2K 1Y3
Tel: +1 (613) 842.8912 Fax: +1(613).839.1362



**CHANGE OF ADDRESS NOTIFICATION
PERTAINING TO THE ESCROW AGENT: LINCOLN-PARRY**

Please update your records to reflect our new address effective August 01, 2019:

ESCROW AGENT:

**Lincoln-Parry SoftEscrow, Inc.
Distribution Department
100 Cambridge Street
14th Floor, Suite 1400
Boston, MA 02114**

Telephone/Fax and email remain unchanged.

**International: 1-613-842-8912
Central Fax: 1-613-839-1362
Toll Free: 1-888-771-2042
Email: support@softescrow.com**

**Thank You,
Lincoln-Parry SoftEscrow, Inc.**

August 29, 2017

Re: Econolite's New Address

To whom this may concern:

This letter is to notify you that we are moving to a new location as of 09/01/17. Therefore, we request that you please update your records to reflect the new address listed below.

1250 N. Tustin Ave, Anaheim, CA 92807

Accounts Payable's preferred method of communication and delivery point of invoices continues to be by email to **AP@Econolite.com**.

Sincerely,
Econolite's AP Team

Katrina Harrison
714.630.3700 x 5651

Shirley Trigueros
714.630.3700 x 5643

SOFTWARE ESCROW AGREEMENT
Multi User Plan

BETWEEN

Lincoln-Parry SoftEscrow, Inc.
8 Faneuil Hall
3rd Floor
Boston, Massachusetts 02109

and

Econolite Control Products, Inc.
3360 E. La Palma Ave.
Anaheim, CA 92806-2856

(called the Escrow Agent)

(called the Licenser)

WHEREAS the Licenser carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licenser has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self support if certain events named herein occur;

THEREFORE the parties agree as follows

1. ESCROW MATERIALS

The computer programs to which this agreement applies are those named in the List of Escrow Programs. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary for a reasonably competent programmer to routinely maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. BENEFICIARIES

All Licensees of the Software shall separately become a beneficiary hereunder upon the filing with the Escrow Agent of a notification in the form described in

Schedule C and executed by the Licenser and Licensee.

A Licensee may be removed as a beneficiary upon the filing with the Escrow Agent of a notification in the form described in Schedule A executed by the Licenser. Upon receipt of the notification the Escrow Agent will provide a copy to the Licensee advising that their rights under this agreement have terminated.

3. DELIVERY AND CERTIFICATION

The following procedure shall be adopted for the presentation and certification of the Software into escrow.

(a) Within ten (10) days after the signing of this agreement by both parties,

the Escrow Agent shall supply to the Licensors a standard sized container, which is capable of being sealed, and in which the Software shall be stored.

(b) The Licensors shall thereupon deposit the Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the contents in the sealed container on the form supplied by the Escrow Agent.

(c) The Licensors shall seal the container and shall deliver it to the Escrow Agent to hold in accordance with the terms of this agreement.

(d) The Licensors will deposit new releases into escrow, and upon the filing by the Licensors with the Escrow Agent of a Direction to Return or Destroy in the form described in Schedule E the Escrow Agent shall return earlier deposits to the Licensors or destroy the earlier deposits as directed.

(e) The Escrow Agent shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever except as may be permitted under this agreement or amendments thereto.

4. EVENTS CAUSING RELEASE

The Software shall be held in escrow by the Escrow Agent until the earliest of the following events:

(a) The occurrence of the following events:

1. A cessation of the use of the Software by the Licensee and the termination or expiry of its program license agreement with the Licensors;
2. The termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.

(b) The termination of this agreement by consent of:

1. The Licensors and Licensee;
2. The Licensee alone.

(c) The occurrence of any of the following events, and provided in all events that the Licensors has not made suitable alternate arrangements for the continued maintenance of the Software:

1. A petition in bankruptcy or an assignment for the benefit of creditors of the Licensors is filed by the Licensors, or a third party against the Licensors and is not dismissed within thirty (30) days of its filing;
2. A cessation of normal business operations by the Licensors during the term of this agreement.
3. A serious continuing breach by the Licensors of its support and maintenance agreement, if any exists, with the Licensee, provided that the Licensee has given prior written notice to the Licensors of its intent to invoke its rights under this agreement to call for a release of the Escrow Materials.

5. RETURN TO THE LICENSOR

The Escrow Agent shall deliver the Software back to the Licensors if any of the events named in Section 4(a) or 4(b) occurs before any of the events named in Section 4(c), provided that a Termination Notice in the form set out in Schedule A and signed by the Licensors and Licensee has been delivered to the Escrow Agent along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time. Where any materials lodged in escrow are to be returned by the Escrow Agent to the Licensors pursuant to the terms of this agreement, the Licensors shall select the method of delivery and the carrier, and shall bear the shipping cost.

6. RELEASE TO LICENSEE

The Escrow Agent shall deliver the Software to the Licensee if any of the events named in Section 4(c) occurs before any of the events named in Sections 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.

(a) The Licensee has delivered to the Escrow Agent a written request for the release of the Software, accompanied by a sworn affidavit from a senior officer of the Licensee stating the particulars of the reasons for its request with reference to the

events named in Section 4 of this agreement.

(b) A copy of the request and affidavit has been delivered by the Escrow Agent to the Licenser in a timely manner, as described below.

The Escrow Agent is entitled to conclusively presume that delivery of any document under this section has been made and received four (4) business days after having been sent by the Escrow Agent to the address as provided under Section 13.

(c) No dispute in writing has been received from the Licenser by the Escrow Agent within fifteen (15) days of the Licenser's receipt of the Licensee's request and affidavit.

(d) The Licensee has signed a non disclosure covenant in the form set out in Schedule B and delivered it to the Escrow Agent.

(e) All outstanding charges under this agreement have been paid to the Escrow Agent, and the Licensee has paid copying charges. The Licensee shall select the method of delivery and the carrier, and shall bear the shipping cost.

(f) In order to affect a release of Software to the Licensee pursuant to the terms of this agreement the Escrow Agent is assigned the right to make and deliver such copies of the Software as needed for that purpose.

7. DISPUTES AND ARBITRATION

If the Licenser enters a dispute as contemplated by Section 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.

(a) The Licenser and Licensee shall within ten (10) days after the entering of a dispute name an arbitrator to decide whether the Licensee is entitled to receive the Software. If they are unable to agree upon the selection of an arbitrator then the Escrow Agent shall make the said selection.

(b) The arbitration shall otherwise be conducted in accordance with the Rules for the American Arbitration Association, and the Escrow Agent shall immediately upon the expiry of any appeal period carry out the decision of the arbitration.

(c) In addition to such other powers as may be conferred on the arbitrator under enabling legislation the arbitrator shall be empowered to decide whether an event described in Section 4 has occurred, whether all other conditions for release have been met, and to order or enjoin release. The arbitrator's decision shall be binding. The Escrow Agent shall act upon the decision of the arbitrator immediately after the expiry of any appeal period.

(d) The Licenser and Licensee shall each pay one half of the fees and charges of the arbitration.

8. VERIFICATION PROCEDURE

In order to verify the authenticity of the contents of any container deposited by the Licenser and being held in escrow the Licensee may at any time call for its inspection in the manner and subject to the conditions below:

(a) The Licensee shall notify the Licenser and the Escrow Agent in writing of its demand to inspect the contents of a container, and such notification shall be made at least thirty (30) days in advance of the date appointed for such inspection.

(b) The Escrow Agent shall appoint the location for such inspection.

(c) The Escrow Agent shall attend the appointment time and place and shall thereat produce the sealed container in question.

(d) The contents of the container shall be removed and inspected by the Licensee in the presence of the Licenser and a determination made as to whether they are as purported by the Licenser on its certificate.

(e) If the contents are determined to be as purported, they will be resealed and returned to the Escrow Agent to continue to hold in escrow. The Licensee shall pay all costs associated with the inspection, including machine time, operating personnel travel, food, lodging and a reasonable per diem fee for the attendance of all the parties attending at the inspection.

If the contents of the container are determined not to be as purported, then the Licenser shall pay all of the costs named above and shall also forthwith deliver to the Escrow Agent a copy of the authentic

software as purported on the Licensor's certification, and the Licensee may first verify that the same are authentic.

9. DUTIES OF ESCROW AGENT

(a) The Escrow Agent shall store the sealed containers in a safe and secure location of its own choosing.

(b) The Licensor may direct the Escrow Agent to store the sealed containers in a location selected by the Licensor, in which event the Escrow Agent shall comply with such direction provided that access to the location is under the Escrow Agent's control and the additional fees described under Section 10(f) by the Escrow Agent in using the site are paid by the Licensor.

(c) The Licensor represents that the Software does not require any storage conditions other than office environment conditions. The Escrow Agent shall exercise reasonable judgment in the handling of the Software in event of a dispute and shall not be liable to either party except for grossly or deliberately negligent conduct.

(d) Following the request for release of Software pursuant to Section 6, if any fees or charges are or become outstanding then the Escrow Agent shall not be required to perform any of its obligations under this agreement until its account has been paid. The Escrow Agent may accept payment of its account from either the Licensor or Licensee.

10. FEES, CHARGES AND TERM

The Licensor shall pay to the Escrow Agent the following fees and charges:

(a) An annual fee of \$975.00 payable upon execution by the Licensor of this agreement and on each anniversary date thereafter unless earlier terminated by either party.

(b) This agreement shall continue thereafter on a yearly basis unless terminated by either party by giving the other at least thirty (30) days written notice prior to any anniversary date, and provided that all named beneficiaries have either ceased to

hold a user license for the Software or have consented to the termination of this agreement.

(c) Respecting each issued standard size container a fee of \$90.00 per year or part year payable on the anniversary date of this agreement.

(d) Respecting each notice in writing sent by the Escrow Agent a fee of \$40.00 payable on receipt of invoice.

(e) Respecting the return or destruction of each container held in escrow a fee of \$65.00 per container payable on receipt of invoice.

(f) Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special storage requested by either the Licensor or Licensee a charge and a handling fee for such amounts disbursed due and payable on receipt of invoice.

(g) Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee payable on receipt of invoice.

(h) The term of this agreement shall continue so long as any beneficiary has rights under it, however the Licensor may transfer this agreement to another escrow agent at any time provided that all outstanding fee and charges have been paid.

(i) The Escrow Agent may resign at the end of any year provided that it has delivered at least thirty (30) days prior written notice to the Licensor to find a replacement.

(j) The fees above shall be in force for a period of one year. Thereafter the Escrow Agent may alter the fees provided that any increase is part of a general fee increase.

11. DEFAULT IN PAYMENT

If the Licensor fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensor and Licensee hereunder thirty (30) days prior written notice to make such payment, terminate this agreement and either destroy or return the escrow materials in its

possession at the Escrow Agent's option. The remedies above do not exclude any other remedies that are otherwise available to the Escrow Agent. This notice shall be sent to the Contact and Address provided on the most recently dated Schedule C forms received by the Escrow Agent, and shall be conclusively deemed as having been received upon being sent.

12. INSPECTION

For the purpose of ensuring that any sealed container delivered to and held by the Escrow Agent under this agreement remains in a sealed state, either the Licenser or the Licensee may at any time demand to inspect such container at the offices of the Escrow Agent, and the Escrow Agent shall produce such container on a timely basis for inspection.

13. NOTICES

Any notice required to be given in writing under this agreement shall be conclusively deemed to have been given and received when made at the sender's option by fax, email, first class post, courier or prepaid certified or registered post, return receipt requested, to the respective, fax numbers, email addresses or street addresses appearing in this agreement and its Schedules or to such other fax numbers, email address or street addresses as the parties may from time to time direct in accordance with Schedule D.

14. TITLE AND COPYRIGHT

(a) Title to the Software shall remain in the Licenser either in its own right or as agent for the owner. The Escrow Agent shall have title to the physical storage medium but not to the Software residing on it.

(b) Upon a release of Software pursuant to this agreement the Licensee shall have the right to make copies of the Software for the purpose of program execution, back up, support, maintenance and development all restricted to the Licensee's internal use of

the Software as permitted in its program license agreement. Release of the Software to the Licensee does not relieve it of its obligation to pay license fees if any under the program license agreement or to expand the scope of use.

15. ANNUAL NOTIFICATION TO LICENSEE

The Escrow Agent shall deliver an activity report in writing to each of the Licensee(s) no less often than once each year, describing the escrow deposits if any that were made during the preceding year and levy a notification fee as set out in Section 10(d) to be paid by the Licenser for each report delivered by the Escrow Agent.

16. GOVERNING LAW

This agreement shall be governed in accordance with the laws of the State of California without giving effect to its conflict of laws provisions.

17. LOSS, DAMAGE OR DESTRUCTION

If the escrow materials are lost, damaged or destroyed without fault by the Escrow Agent or for reasons beyond the control of the Escrow Agent, such as acts of God, war, insurrection or terrorism, then the Licenser at its own expense shall make a fresh deposit to replace the escrow materials so lost, damaged or destroyed.

18. ENUREMENT

This agreement shall be binding upon and enure to the benefit of parties and the beneficiaries named by the Licenser and the assignees of each of them. This agreement may not be assigned by the Escrow Agent without the prior written consent of the Licenser.

19. GENERAL

(a) The Escrow Agent may rely on all documents, notices and communications on their face, and is not required to make further inquiry into their authenticity or the veracity of their contents.

(b) Nothing in this agreement shall be construed so as to expand, contract or create new obligations to support and maintain the software.

(c) If any matter under this agreement is in dispute then the Escrow Agent shall be entitled to stand still with respect to its obligations to either hold or release the Software until the disputing parties have finally settled the matter by mutual consent, court or arbitration proceedings.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF the parties have by their representatives so authorized executed this agreement to go into force on the date below first mentioned.

ESCROW AGENT:

Lincoln-Parry SoftEscrow, Inc.

Authorized Representative Signature

Name

Title

Date

№ 8028

LICENSOR:

Econolite Control Products, Inc.

Authorized Representative Signature

Roy Howard

Name

Sr. Project Manager

Title

Date

SCHEDULE A – BENEFICIARY TERMINATION NOTICE

TO: **Lincoln-Parry SoftEscrow, Inc.**
ESCROW AGENT
FAX: +1 -613-839-1362

TAKE NOTICE THAT the Licensor hereby notifies you that the below-noted Licensee is no longer a beneficiary under the Software Escrow Agreement bearing No. 8028 and dated OCT 21 2011

Upon receipt of this notification the Escrow Agent will provide a copy of this notification to the Licensee advising that their rights under the above software escrow agreement have terminated.

Name: _____ (Licensee)

Address: _____

Contact: _____

Telephone No. _____ Fax No. _____ E-Mail Address: _____

LICENSOR: Econolite Control Products, Inc.

Authorized Representative Signature

Print Name

Title

Date

Telephone

Fax

E-Mail Address

SCHEDULE B – NON-DISCLOSURE COVENANT

TO: **Lincoln-Parry SoftEscrow, Inc.**
Fax: +1 -613-839-1362

TO: **LICENSOR**

WHEREAS the Licensor and the Licensee are parties to a Software Escrow Agreement bearing No. **8028** and dated **OCT 21 2011** pursuant to which the Software therein shall be released to the Licensee by the Escrow Agent, and;

WHEREAS a prior condition of such release is set out in Section 6(d) of the said agreement, namely that the Licensee must first execute this form of non disclosure covenant and deliver it to the Escrow Agent;

THEREFORE the Licensee covenants as follows for the benefit of the Licensor:

1. To hold the Software in the strictest of confidence, recognizing that it is a valuable trade secret of the Licensor and that its improper disclosure will cause substantial and irreparable injury to the Licensor.
2. To restrict the use of the Software solely and exclusively for the purpose of supporting the Licensee's own installation or the installations of sub-licensees if the Licensee is an authorized VAR or OEM of the Software, and for no other purpose whatsoever. Licensee acknowledges that title to the Software shall at all times remain with the Licensor.
3. To restrict disclosure of the Software or any part thereof to only those of the Licensee's employees or agents who have a bona fide need to know, and who have received written notice of the confidential nature of the Software and have agreed to abide by these restrictions.
4. Other than for back up, not to make any copy, derivation, translation or imitation of the Software, or to use any of its algorithms, designs or architecture in producing another program.
5. To fully observe and perform all other obligations which may bind the Licensee under any other agreement, which exist between it and the Licensor.

LICENSEE:

Authorized Representative Signature

Print Name

Title

Date

Telephone No.

Fax No.

E-Mail Address

SCHEDULE C - NOTIFICATION

TO: **Lincoln-Parry SoftEscrow, Inc.**
8 Faneuil Hall
3rd Floor
Boston, Massachusetts 02109

CC: LICENSEE

BE INFORMED THAT

Name: _____ (Licensee)

Address: _____

Contact: _____

Telephone No.: _____ Fax No. _____

E-Mail Address: _____

has become a licensed user of those programs included in the Software described or otherwise included in Software Escrow Agreement No. **8028** and bearing date **OCT 21 2011** between you and **Econolite Control Products, Inc.** (Licensor) which are listed below and as such becomes entitled to the rights of a beneficiary thereunder upon filing of this Notification with the Escrow Agent. The Licensee's rights under this Agreement shall relate to the Software in those container(s) held by the Escrow Agent for which the Licensee has a valid services agreement that is not in arrears or otherwise in default, at such time as those rights are exercised. The Licensee has received and reviewed this agreement and accepts its terms and conditions.

Programs of the software used by the Licensee listed below and the most recent deposit of Escrow Materials pertaining to the above named beneficiary was made on Month _____ Day _____ Year _____

Product Description	Version

LICENSOR: **Econolite Control Products, Inc.**

LICENSEE:

Authorized Representative Signature

Authorized Representative Signature

Name

Name

Title

Title

Date

Date

SCHEDULE D - CHANGE OF ADDRESS NOTIFICATION

Forward to: Lincoln-Parry SoftEscrow, Inc.
Fax: + 1 -613-839-1362

SOFTWARE ESCROW AGREEMENT NO. No 8028

CHANGE TO LICENSOR: ☐

CHANGE TO LICENSEE: ☐

Please update your records accordingly for the above as follows.

CHANGE APPLIES TO:

[illegible]

SCHEDULE E – DIRECTION TO RETURN OR DESTROY

TO: **Lincoln-Parry SoftEscrow, Inc**
8 Faheuil Hall
3rd Floor
Boston, Massachusetts 02109

RE: Software Escrow Agreement No. **~~No~~ 8028**
Container No. _____

The **LICENSOR** represents that all of the software materials in the above cited container have been replaced with more recent versions now lodged under Deposit Container No. _____ with Lincoln-Parry SoftEscrow, Inc. and that no Beneficiary/Licensee under the above agreement has no further interest in the software materials in Container No. _____ being returned to Licensor or destroyed as per the direction below.

(select one of the following)

- ☐ You are hereby directed to **return** the materials above described.
Ship via Federal Express Account # _____
MUST BE LISTED IN ORDER TO EXPEDITE THE RETURN
- ☐ You are hereby directed to **destroy** the materials above described

LICENSOR:
Econolite Control Products, Inc.

RETURN INSTRUCTIONS

Authorized Representative Signature

Print Name

Title

Date

Telephone No.

Fax No.

E-Mail Address

A G R E E M E N T

THIS AGREEMENT made and entered into by and between the CITY OF BELL GARDENS, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

W I T N E S S E T H

WHEREAS, the COUNTY is entering into an agreement with Econolite Control Products, Inc., for the procurement of a traffic control system; and

WHEREAS, the traffic control system is known as the Centrac's Traffic Control System (hereinafter referred to as CENTRACS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to CENTRACS; and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis & Integration, Inc., for the expansion of a wireless communication system (hereinafter referred to as WIRELESS COMMUNICATION); and

WHEREAS, COUNTY'S agreement for WIRELESS COMMUNICATION includes a provision for placement at specified CITY traffic signals as denoted in Attachment A; and

WHEREAS, use of CENTRACS requires that a communication link be established between a remote location and the CITY'S traffic signals listed in Attachment A (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, communications to CENTRACS is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (hereinafter referred to as CONNECTION); and

WHEREAS, basic traffic signal timing involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement and assigning detection; and

WHEREAS, coordination traffic signal timing involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY will install timing at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to CENTRACS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To convert and install basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS to enable operations with CENTRACS, at no cost to CITY.
- b. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS at no cost to CITY, unless another form of communication is denoted on Attachment A.
- c. To establish CONNECTION to CITY for their use to monitor and control CITY TRAFFIC SIGNALS.
- d. To not alter basic traffic signal timing or coordination signal timing at CITY TRAFFIC SIGNALS without prior approval from CITY. In the event that COUNTY alters basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within ninety (90) days after the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.
- e. Subsequent to CITY'S approval in 1 (d) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement No. 77780 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), to review, observe, and if necessary, recommend revisions to and/or modify basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic traffic

signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY's CENTRACS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

- a. To be solely responsible for maintaining the basic traffic signal timing and coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.
- b. To inform the COUNTY of any changes implemented to the basic traffic signal timing and coordination traffic signal timing that may impact the coordination of CITY TRAFFIC SIGNALS.
- c. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to section 1(d) hereinabove, CITY shall notify COUNTY in writing within ninety (90) days of the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.
- d. To inform the COUNTY of new traffic signal installations and any traffic signal modifications, which would affect coordination traffic signal timing.
- e. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.
- f. If desired by CITY, to issue a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 77780 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), pursuant to which the CITY will reimburse the COUNTY for costs incurred by COUNTY to operate and maintain CITY TRAFFIC SIGNALS on CENTRACS.

- g. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 77780 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect).
- h. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection contain the most recently installed version of the traffic signal timing and accurately reflect all changes made to CITY TRAFFIC SIGNALS.
- i. To allow COUNTY to monitor the operation of CITY TRAFFIC SIGNALS.
- j. To obtain and grant to COUNTY any necessary temporary right of way within CITY for installation of WIRELESS COMMUNICATION at no cost to COUNTY.
- k. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install WIRELESS COMMUNICATION within CITY highway right of way.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The terms and provisions of Agreement No. 77780 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect) regarding the COUNTY and CITY'S roles and responsibilities in carrying out traffic signal synchronization projects shall remain in full force and effect.
- b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY TRAFFIC SIGNALS.
- c. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS and COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by CENTRACS.
- d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- e. Any additions, deletions, or modifications to this AGREEMENT shall be approved by the governing bodies of CITY and COUNTY, or their designees.

- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Chau Vu
Director of Public Works
City of Bell Gardens
7100 South Garfield Avenue
Bell Gardens, CA 90201

COUNTY: Mr. Dean R. Lehman
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize the cost of defending claims and lawsuits arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- h. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- i. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to; (1) entering into a tolling agreement with respect to any claims they may have against each other, and (2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and

confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement No. 32049 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed by their respective officers, duly authorized, by the CITY OF BELL GARDENS on _____, 2017, and by the COUNTY OF LOS ANGELES on _____, 2017.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF BELL GARDENS

By _____
City Manager

ATTEST:

By _____
City Clerk

By _____
City Attorney

APPROVED AS TO FORM:

By _____
Director of Public Works

ATTACHMENT A

CITY OF BELL GARDENS		
CENTRAL SYSTEM LOCATION: 900 SOUTH FREMONT AV, ALHAMBRA, 91803		
NUMBER	ARTERIAL STREET NAME	CROSS STREET NAME
1	EASTERN AV	CLARA ST
2	EASTERN AV	FLORENCE AV
3	EASTERN AV	GARFIELD AV
4	EASTERN AV	JABONERIA RD
5	EASTERN AV	LIVE OAK ST
6	EASTERN AV	LOVELAND ST
7	EASTERN AV	LUBEC ST
8	EASTERN AV	MARKETPLACE & LOS JARDINES
9	EASTERN AV	MULLER ST
10	EASTERN AV	WATCHER ST
11	FLORENCE AV	AJAX AV
12	FLORENCE AV	EL SELINDA AV
13	FLORENCE AV	EMIL AV
14	FLORENCE AV	GARFIELD AV
15	FLORENCE AV	IRA AV
16	FLORENCE AV	JABONERIA RD
17	FLORENCE AV	PERRY RD
18	FLORENCE AV	SCOUT AV
19	GAGE AV	EL SELINDA AV
20	GAGE AV	COLMAR AV
21	GAGE AV	JABONERIA RD
22	GAGE AV	DARWELL AV
23	GAGE AV	GARFIELD AV
24	GAGE AV	EMIL AV
25	GAGE AV	CHALET DR
26	GAGE AV	GREENWOOD AV
27	GAGE AV	EASTERN AV
28	GARFIELD AV	LOVELAND ST
29	GARFIELD AV	CECILIA ST
30	GARFIELD AV	CLARA ST
31	GARFIELD AV	FLORENCE PL
32	GARFIELD AV	PARK LN & IRA AV



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 28, 2016

IN REPLY PLEASE
REFER TO FILE: T-6

TO: Each Supervisor

FROM: Gail Farber *Gail Farber*
Director of Public Works

ADVANCE NOTIFICATION – INTENT TO NEGOTIATE WITH VENDOR AND FILE A REQUEST TO AWARD AN AGREEMENT FOR PROCUREMENT OF A TRAFFIC CONTROL SYSTEM SOLE-SOURCE PROCUREMENT

In compliance with Board Policy 5.100, which mandates advance notification to the Board prior to commencing negotiations for sole-source contracts in excess of \$250,000, this memorandum is to advise the Board of Public Works' intent to commence contract negotiations with Econolite Group, Inc., for an estimated not-to-exceed cost of \$477,000, including contingencies and consisting of:

1. Acquisition, installation, and system maintenance/support of Econolite's Centracs traffic control system for the Cities of Bell Gardens, Carson, Hawthorne, and Monterey Park to be operated from the Public Works' Traffic Management Center (TMC) at an estimated cost of \$342,000.
2. Acquisition, installation, and system maintenance/support of the Centracs Server-to-Server module for this Centracs system and existing Centracs systems in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance at an estimated cost of \$135,000.

The terms of the proposed contract will be 3 years, which includes maintenance of the system, with an additional two 1-year options.

The funding for these project components will be provided by the Los Angeles County Metropolitan Transportation Authority grant funds (77 percent) and the County's Proposition C Local Return Funds as the required match (23 percent).

MP
5/2/16

SJR
PAP 4/21/16

Background

The County manages a Countywide Intelligent Transportation System that utilizes state-of-the-art traffic management technologies that advance regional transportation connectivity and mobility, optimizes traffic signal synchronization, enables congestion management and relief, decreases commute times, and reduces greenhouse gas emissions.

This procurement is a key element to expand and enhance the County's Intelligent Transportation System. Econolite's Centrac's traffic signal control system will provide for continuous monitoring of traffic conditions and traffic signal operations from Public Works' TMC. Traffic signal monitoring provides staff with immediate notification of signal malfunctions, thereby, enabling faster and more efficient maintenance responses. The system also provides the ability to change signal timing from the TMC, which saves County staff time (staff no longer has to visit the signal to change timing). In addition, the system will provide the ability to make immediate changes to signal operations in the event of an incident or congestion.

This procurement will enable Public Works to monitor and control 77 Econolite brand traffic signals in the County-maintained Cities of Carson and Hawthorne and 60 City-maintained signals in Bell Gardens and Monterey Park, with City approval. Econolite's Centrac's system is very similar to the County's Kimley-Horn Integrated Transportation System (KITS), which currently has connection to over 800 non-Econolite traffic signals at Public Works' TMC. The County's KITS system's capabilities are very limited in their ability to work with Econolite traffic signals and only work with one specific version (not the most recent version). Econolite's Centrac's system will work with all versions of Econolite brand traffic signals. Currently, there is only one Econoline County-maintained traffic signal, which will work with this version of KITS.

In addition, the installation of the Centrac's Server-to-Server module will greatly augment the County's regional role as the leader of traffic signal timing efforts and will enable Public Works staff to connect to 270 traffic signals connected to existing Centrac's systems in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance and, with the approval of City personnel, will enable Public Works to monitor and control Econolite brand traffic signals in those cities. This will greatly facilitate multijurisdictional signal coordination and substantially reduce County labor costs currently required to view signal operations and complete signal timing analyses and adjustments in those cities.

Justification for Sole-Source Agreement with Econolite

See the attached diagram for an overview of procurement components. Public Works is seeking approval to procure the Centrac system (indicated in blue on the diagram) and the server-to-server functionality necessary to connect to other cities using the Centrac system (indicated in red on the diagram). All of these cities have Econolite controllers.

Justification for the sole-source is as follows:

1. Centrac is a proprietary system owned and sold exclusively by Econolite. The acquisition of our own Centrac system (indicated in blue on the diagram) will provide Public Works the ability to monitor and control 77 Econolite traffic signals in the County-maintained Cities of Carson and Hawthorne from our TMC. The Centrac system also provides Public Works the ability to connect to 60 signals in the Cities of Bell Gardens and Monterey Park, which have requested Public Works to host their traffic control system.
2. The installation of the Centrac Server-to-Server module (indicated in red on the diagram) will provide detailed information sharing and monitoring capabilities that are exclusively available for Centrac installations, i.e., the module is only available as a component of a Centrac system. Therefore, Public Works must procure a Centrac system in order to connect to existing Centrac systems in the Cities of Glendora, La Verne, Norwalk, Redondo Beach, Santa Fe Springs, South Gate, and Torrance. Note that these cities all completed sole-source procurements for their Centrac systems.

Public Works keeps current with industry trends in traffic management and control systems and believes that the Centrac Server-to-Server module and the associated Centrac system will not only keep pace with industry developments but it will continue to be the best and the most cost-effective solution to meet our needs at Econolite traffic signal locations and with other Centrac system installations Countywide. In the future, we would anticipate the need to renew the maintenance agreement with Econolite to be able to receive updates to the system. We would anticipate this cost to be approximately \$25,000 per year.

Each Supervisor
April 28, 2016
Page 4

We are working with County Counsel to negotiate this agreement with Econolite and will return to the Board for approval of a new agreement. If you have any questions, please call me or your staff may contact Pat Proano, Deputy Director, at (626) 458-4018.

JJW:mrh

C:\USERS\IMBARBER\DESKTOP\CENTRACSADVNOTIFYREV10081.DOCX

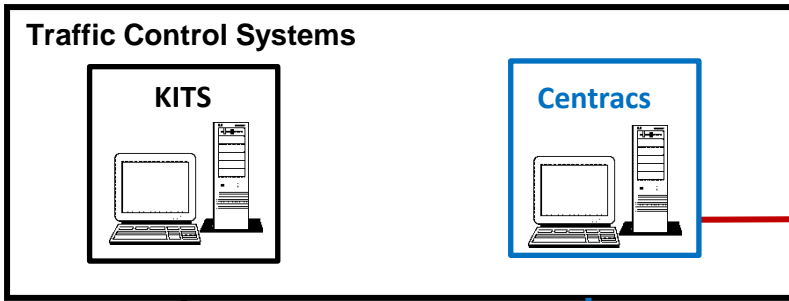
Attach.

cc: Chief Executive Office (Rochelle Goff)
Chief Information Office
County Counsel
Executive Office

bc: Issac Gindi
Chief Information Office (Juarros)

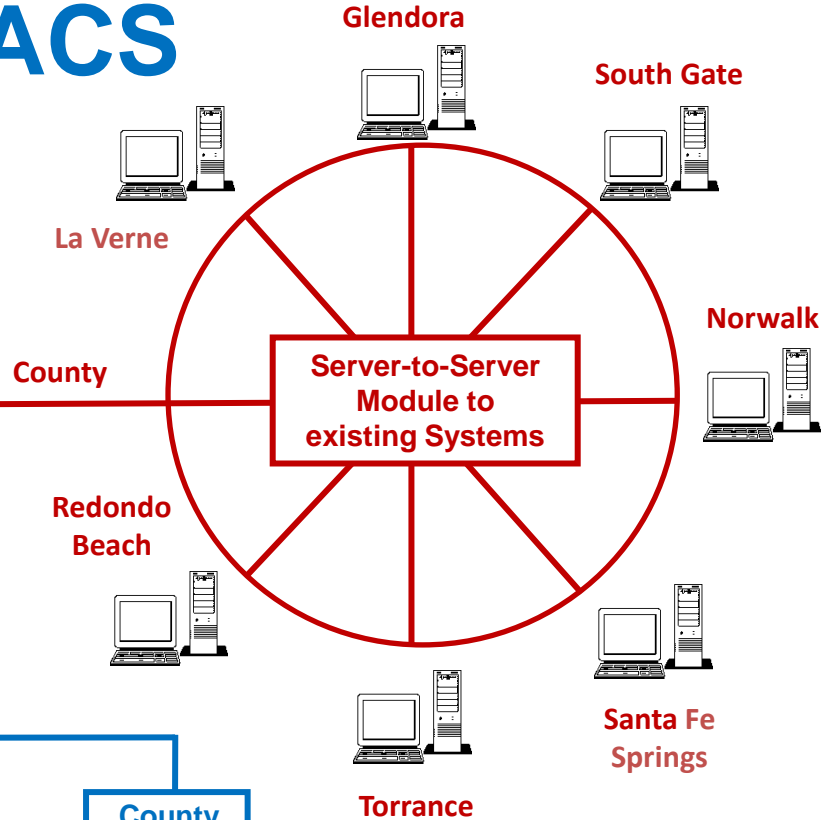
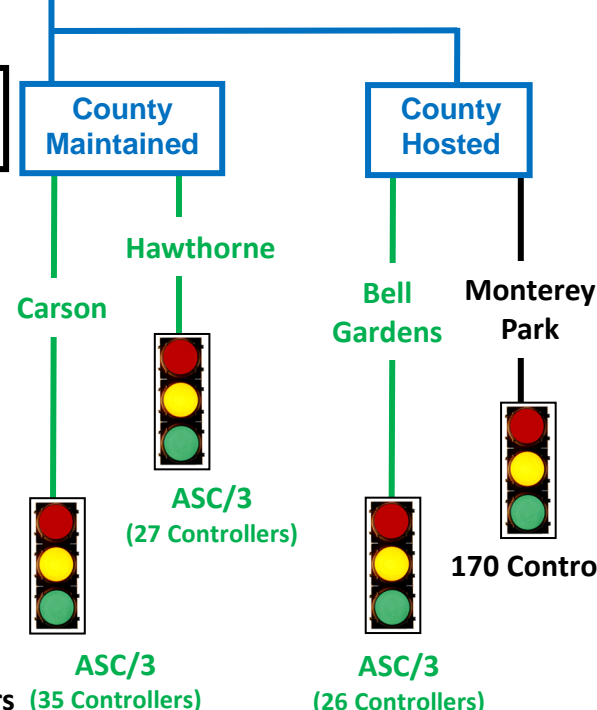
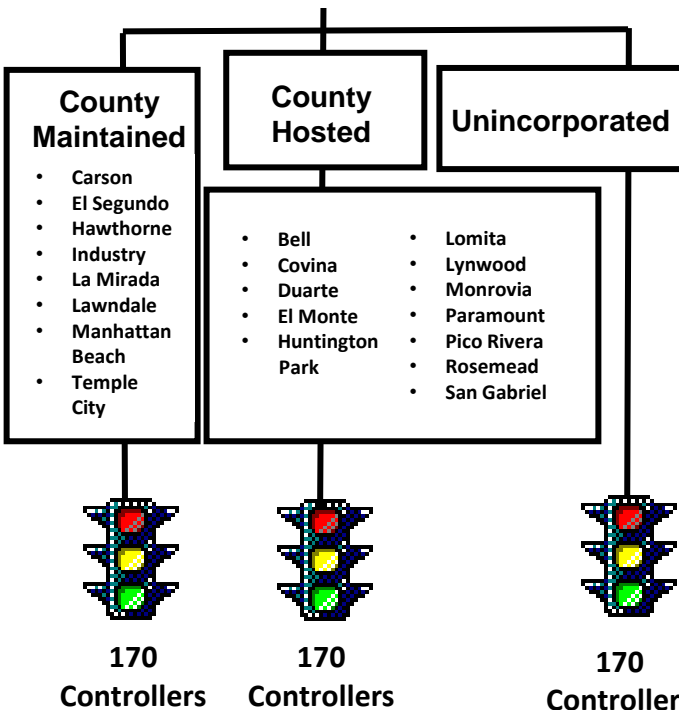
CENTRACS

COUNTY'S TRAFFIC MANAGEMENT CENTER



- All 170 Controllers
- Econolite ASC
(Compatible version is 2.51, change-order will be required for 2.60)

All Versions of Econolite
Controller Firmware



Sole source procurement is required due to:

- Interfaces to existing Econolite Systems
- Need to interface with different types of Econolite firmware (County's KITS system will interface with only version 2.60)
- Cities of Carson, Hawthorne, Bell Gardens, and Monterey Park have existing Econolite controllers

LEGEND

- Existing
- Proposed
- County Centracs - \$342k
- Server-to-Server Module - \$135k
- ASC3 Controllers

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	7/15/2020	
BOARD MEETING	9/1/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	1, 3, 4, and 5	
DEPARTMENT	Public Works	
SUBJECT	AWARD OF SERVICES CONTRACT FOR ON-CALL STORMWATER CAPTURE RUBBER DAM SYSTEM MAINTENANCE SERVICES	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Current maintenance contract expires on June 30, 2020.	
COST & FUNDING	Total cost: \$1,485,000	Funding source: Internal Service Fund to be reimbursed by the Flood Fund
	TERMS (if applicable): Contract is for one year and includes three, 1-year renewal options and a month-to-month extension of up to six months for maximum potential term of 54 months.	
	Explanation: Funds for the first year is included in the Internal Service Fund for Fiscal Year 2019-20. Funding for the optional years and 10% contingency will be included in Public Works' annual budget request.	
PURPOSE OF REQUEST	Award and execute the contract for on-call stormwater capture rubber dam system maintenance services.	
BACKGROUND (include internal/external issues that may exist)	<p>The Los Angeles County Flood Control District began installing rubber dam systems in 1985 for the purpose of diverting water into spreading grounds or impounding water within soft bottom portions of rivers, where water could percolate into the ground. The inspection, maintenance, and repair of these rubber dam systems need expertise not currently available in the Public Works work pool. Public Works' groundwater recharge facilities can be offline for an extended period if repairs are not made in a timely manner.</p> <p>The purpose of this contract is to provide preventative maintenance for the Stormwater Capture Rubber Dam System (SCRDS) facilities to ensure maximum performance and conserve groundwater resources for LA County. The work to be performed will consist of inspection and maintenance of all non-telemetry SCRDS components. In addition, the contractor may be called upon to perform on-call troubleshooting services, modifications, improvements, upgrades, installations, and/or other related equipment repair services.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Sarkis Zargaryan, Senior Civil Engineering Assistant, (626) 458-6165, szargaryan@dpw.lacounty.gov William Saunders, Civil Engineer, (626) 458-6117, wsaunder@dpw.lacounty.gov 	

September 1, 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:

**SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
ON-CALL STORMWATER CAPTURE RUBBER DAM SYSTEM
MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICTS 1, 3, 4, AND 5)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to award a services contract to Leed Electric, Inc., a Local Small Business Enterprise, for on-call preventative maintenance services for the various Stormwater Capture Rubber Dam System facilities located throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract service is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Award the contract for on-call stormwater capture rubber dam system maintenance services to Leed Electric, Inc., a Local Small Business Enterprise. This contract will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum overall potential contract sum of \$1,485,000.
3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and

extension period if, in the opinion of the Director of Public Works or his designee, Leed Electric, Inc., a Local Small Business Enterprise, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual Cost-of-Living Adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Leed Electric, Inc., a Local Small Business Enterprise, to provide on-call preventative maintenance services for the 20 Stormwater Capture Rubber Dam System facilities located throughout the County of Los Angeles. The work to be performed will consist of inspection and maintenance of all components at all stormwater capture rubber dam system sites. In addition, the contractor may be called upon to perform on-call troubleshooting services, modifications, improvements, upgrades, installations and/or other related equipment repair services.

The recommended contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner to provide essential maintenance necessary to Public Works stormwater operations.

Implementation of Strategic Plan Goals

These recommendations support County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective II.3.1, Improve Water Quality, Reduce Water Consumption and Increase Water Supplies; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. Inspecting and providing preventative maintenance to the 20 Stormwater Capture Rubber Dam System facilities will prevent excessive repair costs and allow Public Works to maximize the replenishment of groundwater resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount of \$300,000 plus 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract and Cost-of-Living Adjustment in accordance with the contract, including the three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract sum of \$1,485,000. Any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms. This amount is based on the unit prices and hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for the first year is included in the Internal Service Fund Fiscal Year 2020-21 Budget, which will be reimbursed by the Flood Control District Fund. Funds to finance the contract's optional terms and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Leed Electric, Inc., a Local Small Business Enterprise, located in Santa Fe Springs, California. This contract will be for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has reviewed the contract as to form (Enclosure A). The recommended contract with Leed Electric, Inc., a Local Small Business Enterprise, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203, is not applicable to this contractor

due to their Collective Bargaining Agreement that expressly supersedes all provisions of the program.

Public Works has evaluated and determined that the contracted services are required on an on-call basis; therefore, Proposition A (County Code, Chapter 2.121) and the Living Wage Program (County Code, Chapter 2.201) do not apply to this contract.

The contract includes a Cost-of-Living Adjustment provision, which is in accordance with the Board's Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

The Chief Information Office (CIO) has reviewed this Board letter and contract and recommends approval. The CIO has determined that because this recommended action only includes maintenance services on rubber dam local control system software and does not include any new technology-related matters, no formal CIO analysis is required.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) because they are within the class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, these services will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

On February 19, 2020, a notice of the Request for Proposals was placed on the County's "Doing Business with the County" website (Enclosure C); "Do Business with Public Works" website; Twitter; and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, and *La Opinión*. Also, Public Works informed 1,417 Local Small Business Enterprises; 161 Disabled Veteran Business Enterprises; 158 Social Enterprises; 657 Community Business Enterprises; and 54 independent contractors, various business development centers, and municipalities about this business opportunity.

On March 18, 2020, two proposals were received. The proposals were first reviewed to ensure they met the minimum mandatory requirements of the RFP. One proposal was disqualified for a failure to meet the minimum requirements of the RFP. The remaining proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, Leed Electric, Inc., a Local Small Business Enterprise, located in Santa Fe Springs, California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently provided by the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA
Director of Public Works

MP:JQ:ep

Enclosure(s)

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

SCOPE OF WORK

ON-CALL STORMWATER CAPTURE RUBBER DAM SYSTEM MAINTENANCE SERVICES (BRC0000118)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Mr. Sarkis Zargaryan of our Stormwater Engineering Division who may be contacted at (626) 458-6165 or szargaryan@pw.lacounty.gov, Monday through Thursday, 6:30 a.m. to 5:15 p.m. The CM is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM. The Contractor will be notified in writing when there is a change in the CM.

B. Work Location

The work locations for the Stormwater Capture Rubber Dam System (SCRDS) contracted services are shown in Exhibit G, SCRDS Facility Locations Map. Additional information regarding work locations can also be found in Section E. There are a total of 20 SCRDS Rubber Dam facilities.

C. Request of Work from Contractor

The County may request the contracted service from the Contractor on an on-call and intermittent basis. The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All costs and charges for services required in this Exhibit A, Scope of Work, shall be included in the prices quoted by the Contractor in Form PW-2, Schedule of Prices, inclusive of all labor, administrative costs, supervision, transportation, taxes, parts, materials, equipment and supplies, unless stated otherwise in the Contract. Proposals submitted for requested Task work, as described in Section F, shall utilize the applicable rate for the Task provided in Form PW-2, Schedule of Prices.

E. Work Description

The Contractor shall be highly qualified and familiar with the maintenance of Bridgestone, HTE, Obermeyer, and YOOIL rubber dam systems for the purpose of inspecting, maintaining, rehabilitating, and repairing all the SCRDS components and related appurtenances.

1. Background

Los Angeles County Flood Control District (LACFCD) began installing rubber dam systems in 1985 for the purpose of diverting water into spreading grounds or impounding water within soft bottom portions of the river, where water could percolate into the ground. The first rubber dam system installed utilized air-filled rubber dam bladders (RDB's) that extended across the entire river or channel. The RDB's were provided by Bridgestone Industrial Products of North America (Bridgestone). Between 1985 and 2005, 16 RDB's were installed. However, in 2005 Bridgestone determined it would no longer provide RDB's.

An RDB typically has an operational life expectancy of 15-20 years. In 2016, Public Works initiated a program to systematically replace the rubber bladders associated with the RDB systems. Thus far, the replacement rubber bladders for RDB systems have all been provided by HTE Engineering, LLC (HTE); however, the RDB's still operate the same as those originally installed by Bridgestone.

After Bridgestone left the rubber dam industry, LACFCD began installing a different type of rubber dam system where air filled rubber pillows lifted one or more steel gates (i.e., rubber dam gate (RDG)) across the full length of the channel. Two companies, Obermeyer Hydro, Inc. (Obermeyer) and YOOIL Engineering (YOOIL), have provided RDG systems at four spreading grounds in Los Angeles County.

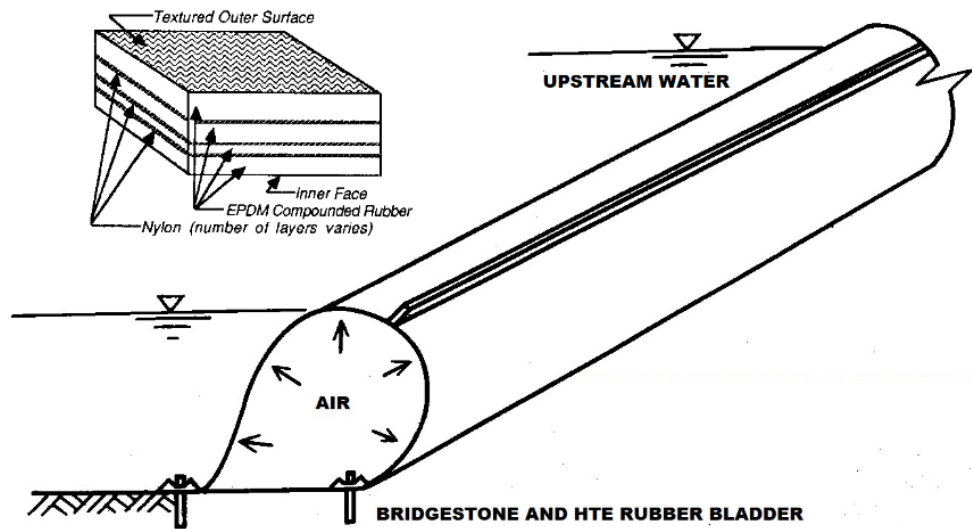
The following is a general description of the two types of rubber dam systems (i.e., RDB and RDG) currently operated by Public Works.

2. RDB Systems

RDB systems use long cylindrical rubber bladders which traverse the entire channel invert to divert water into spreading grounds or impound water within soft bottom portions of the river (Figure 1). The following is a description of the general components in an RDB system.

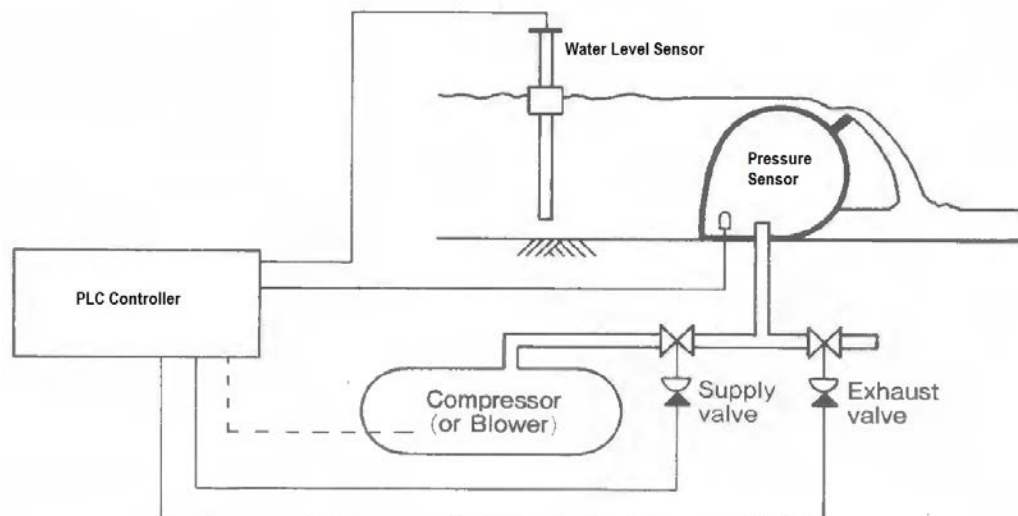
- a. Rubber Bladder: The bladders used by RDB systems are made of nylon reinforced ethylene propylene diene monomer (EPDM) rubber. This material is able to withstand the stresses of impounding water behind it while being flexible enough to lay relatively flat when not in use. The rubber can also be embedded with ceramic chips to make it resistant to puncture.

Figure 1 – SCRDS RDB Systems



- b. Air Blower: RDB systems generally use a single phase or 3-phase electrical air blower to inflate the rubber bladder (Figure 2).
- c. Deflation Valve: RDB systems use deflation valves to release air from the rubber bladders (Figure 2). Typically, the deflation valves are butterfly valves ranging in size from 2 to 6 inches in diameter, which are controlled by electric motor actuators.

Figure 2 – SCRDS General Components



- d. Programmable Logic Controllers (PLC): RDB systems use PLCs to control the air pressure inside the rubber bladders and regulate the water level behind the rubber dams. The PLCs receive signals from

various sensors and activate air blowers or deflation valves based on predetermined settings included in their programming.

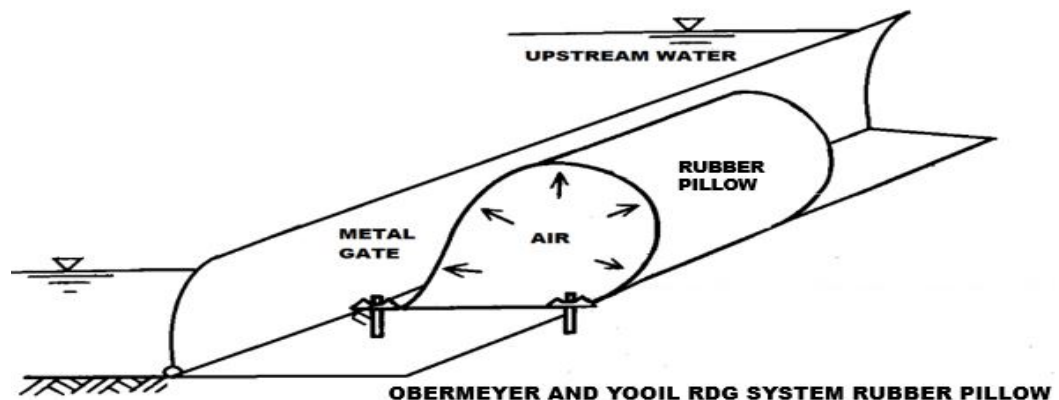
- e. Pressure Sensors: RDB systems include pressure sensors that are used to measure the water level behind the rubber dam and internal air pressure within the bladder (Figure 2). The pressure sensors typically have a 0-5 psi range for water level and 0-5 psi or 0-10 psi range for internal bladder pressure.
- f. Fail-Safe Automatic Deflation Systems: RDB systems use fail-safe deflation mechanisms that will override the PLC and automatically release air from the rubber bladder if water levels behind the rubber dam exceed predetermined levels. The automatic deflation systems utilize a float within a stilling well that is in communication with the channel. When water levels in the stilling well exceed predetermined levels, the float rises and releases tension on the cable, which trips a spring-loaded arm and in turn actuates a deflation butterfly valve.

3. RDG Systems

RDG systems use air filled rubber pillows to lift metal gates into place which traverse the entire channel invert to divert water into spreading grounds (Figure 3). The following is a description of the general components in an RDG system.

- a. Rubber Pillows and Metal Gate: RDG systems use smaller EPDM rubber pillows to lift metal gates into place which traverse the entire channel invert. When the rubber pillows are deflated or not in use, the steel plates lie relatively flat, covering the pillows. This protects the pillows from debris damage and vandalism.

Figure 3 – SCRDS RDG Systems



- b. Air Blower and Compressor: RDG systems use either air compressors or air blowers to inflate the rubber pillows (Figure 2). The

YOOIL design uses a single-phase variable speed electric motor blower to inflate the rubber pillows, while the Obermeyer design uses an air compressor to inflate the rubber pillows.

- c. Inflation/Deflation Valves: RDG systems typically use ¾-inch solenoid valves to inflate or deflate the rubber pillows. Rack and pinion pneumatic actuators are used to open and close the inflation and deflation valves.
- d. Programmable Logic Controllers (PLC): RDG systems use PLCs to control the position of the steel gate. The PLCs receive signals from various sensors and activates valves to inflate or deflate the rubber pillows based on predetermined settings included in their programming.
- e. Pressure Sensors: RDG systems include pressure sensors to measure the water level behind the steel gate, the internal pressure within the rubber pillows, and the operating pressure of the air compressor. The pressure sensors typically have a 0-5 psi range for water level, 0-50 psi range for internal bladder pressure, and 0-200 psi for the air compressor pressure.
- f. Fail-Safe Automatic Deflation Systems: RDG systems utilize a stilling well and valve actuating diaphragm connected to an air-relief valve and bubbler. When the bubbler tube within the stilling well is blocked by a predetermined water level, the diaphragm begins to inflate and actuate the air-relief valve. The valve opens, which releases the air within the rubber pillows.

4. SCRDS Rubber Dam Facility Locations

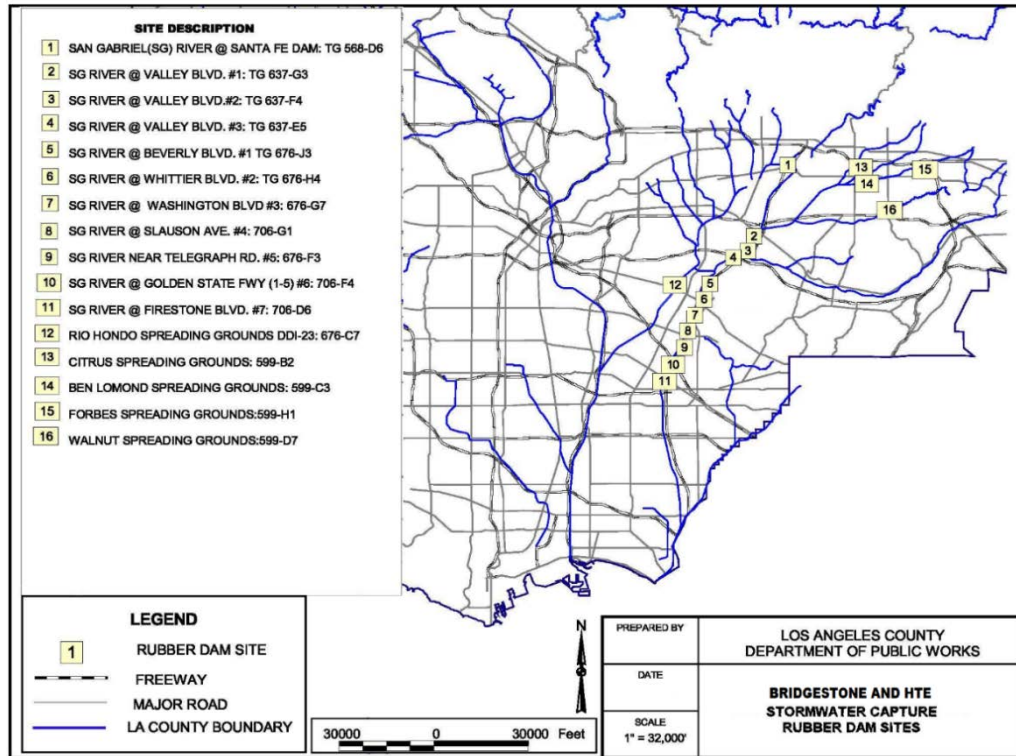
- a. RDB Facilities: Facilities which include rubber dams provided by Bridgestone or Bridgestone systems with HTE replaced rubber bladders, have been installed at 16 locations. A summary table of RDB facilities can be found below:

RDB Facilities	Count
Bridgestone: SGRRD 1,3,6,7, Valleys 1-3, Ben Lomond Spreading Grounds, Citrus Spreading Grounds, Forbes Spreading Grounds, DDI-23 at Rio Hondo Spreading Grounds, Walnut Spreading Basin	16
HTE: SGRRD 2,4,5, Santa Fe Spreading Grounds	

The 16 locations are as follows; Ben Lomond Spreading Grounds; Citrus Spreading Grounds; DDI-23 at Rio Hondo Coastal Spreading

Grounds; Forbes Spreading Grounds; San Gabriel River Rubber Dams (SGRRD) 1 through 7; San Gabriel River Valley Rubber Dams 1 through 3 (Valleys 1-3); Santa Fe Spreading Grounds and Walnut Spreading Basin. As shown on Figure 4 and Exhibit G.

Figure 4 – Bridgestone/HTE rubber dam locations and Thomas Guide page numbers.

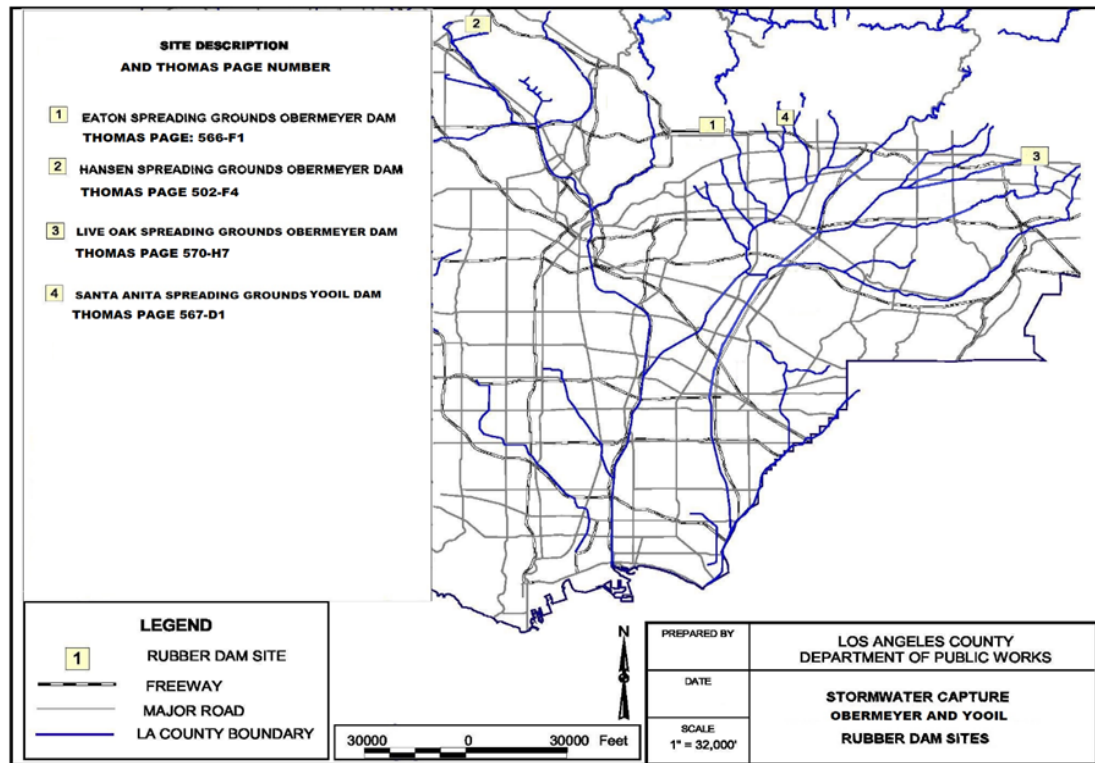


- b. **RDG Facilities:** These facilities are those which include rubber dams provided by Obermeyer and YOOIL. RDG's have been installed at four locations. A summary table of RDG facilities is shown below:

RDG Facilities	Count
Obermeyer Rubber Dams: Eaton Wash Spreading Grounds, Hansen Spreading Grounds, Live Oak Spreading Grounds	3
YOOIL Rubber Dams: Santa Anita Spreading Grounds	1

The 4 RDG locations are as follows; Eaton Wash Spreading Grounds; Hansen Spreading Grounds; Live Oak Spreading Grounds; and Santa Anita Spreading Grounds. The RDG locations were constructed between 2012 and 2019 (Figure 5). Further, Exhibit G provides a location map of all SCRDS Rubber Dam facilities.

Figure 5 – Obermeyer and YOOIL gate type rubber dams locations and Thomas Page numbers.



F. Tasks Description and Deliverables

The objective of this maintenance Contract is to inspect, maintain, repair, and rehabilitate the SCRDS local control system and appurtenances. Work to be accomplished consists of the inspection and maintenance of the 20 rubber dam sites. In addition, the Contractor may be called upon to perform on-call rehabilitation and repairs at the facilities. The Contractor may also be called upon to perform on-call troubleshooting services, repairs, improvements, installations, local control programming, and/or modifications to the SCRDS local control equipment and associated components. Finally, the Contractor may be required to supply equipment and hardware components to fulfill the required tasks included in this Contract (Tasks 1.0 through 5.0). Public Works reserves the right to directly purchase some or all the equipment/hardware needed to complete the tasks.

1. Task No. 1 – Inspection Work

Upon receiving a request from the CM, the Contractor shall provide a proposal for performing inspection activities of SCRDS Rubber Dam facilities identified by the CM with the expectation that the Contractor shall complete inspections prior to the start of storm season (October 15). The proposal shall include a cost estimate and schedule to complete the inspection work. After the CM receives and provides written approval of the proposal, the Contractor shall proceed with performing the approved

inspection activities. The Contractor shall conduct inspections in accordance with Exhibit H (Inspection Guidelines) and shall complete inspection of each SCRDS facility prior to initiating any maintenance and repair work. The CM will rely on information obtained from completed inspections to assess and quantify needed maintenance and repair work and determine how best to allocate limited Contract funds. Unless authorized by the CM, Contractor shall not perform inspection work during storm season (October 15 through April 15).

The Contractor shall generate a Draft Inspection Report using Microsoft Word after inspections of each requested SCRDS facility is completed. This report shall be a summary of all inspection activities and findings related to the SCRDS consistent with the sample provided in Exhibit J (Sample Inspection Report). The Contractor shall provide three hard copies and one electronic copy for comment by the CM within three weeks of completing the inspections. The Draft Inspection Report shall be submitted within 60 days after receiving authorization from the CM to perform inspection activities.

The Contractor shall incorporate comments received from the CM on the Draft Inspection Report and submit three (3) hard copies and one electronic copy of a Final Inspection Report using Microsoft Word within 14 days of receiving comments. The electronic copy shall include full resolution copies of the digital photos used for the report.

The Contractor shall include the following information as part of the Inspection Report:

- a. Detailed description of inspection results.
- b. Recommendations for repairs relevant to the inspections, including priority level of each repair.
- c. Spare parts inventory for critical maintenance and repair work.
- d. An operational appraisal which summarizes the current condition of the SCRDS and recommends improvements.
- e. Explanations and photographs of the work performed and findings.

In the event that inspections reveal the need for a critical repair, the Contractor shall immediately notify the CM who may request a repair proposal per Task 4.

Task 1.0 includes all the activities associated with performing inspections of the SCRDS rubber dam sites in accordance with Exhibit H. Task 1.0 shall be performed at the hourly rate as indicated in Form PW-2, Schedule of Prices, under Task 1.0, Inspection of SCRDS Rubber Dam Sites.

Task 1.1 includes all the activities associated with preparing the Draft and Final Inspection Report. A lump sum will be allocated for Task 1.1 as indicated in Form PW-2, Schedule of Prices, under Task 1.1, Draft and Final Inspection Report.

Deliverable No.1

Proposal to complete the inspection work upon receiving a request from the CM, including a cost estimate and completion schedule. Preparation of the inspection schedule shall be prepared at no cost to Public Works.

- a. Inspection Report – Draft
- b. Inspection Report – Final

Deliverable No. 1 – Acceptance Criteria

Payment for Deliverable No. 1 shall not be made until CM selected SCRDS site inspections have been completed and the Final Inspection Report has been received and approved by the CM.

2. Task No. 2 – Maintenance Work

Upon receiving a request from the CM, the Contractor shall provide a proposal for performing maintenance activities of SCRDS Rubber Dam facilities identified by the CM with the expectation that maintenance will be completed prior to the start of storm season (October 15). The proposal shall include a cost estimate and schedule to complete the maintenance work. After the CM receives and provides written approval of the proposal, the Contractor shall proceed with performing the maintenance activities identified. The Contractor's work shall include any testing necessary to confirm the SCRDS is working properly after completion of any maintenance work. The Contractor shall conduct maintenance work in accordance with Exhibit I, (SCRDS Maintenance Guidelines). Unless authorized by the CM, the Contractor shall not perform maintenance work during storm season (October 15 to April 15).

The Contractor shall provide a work summary to the CM following the completion of each approved maintenance activity. A compilation of all maintenance work summaries shall be included in the On-Call Maintenance and Repair Report per Task 5.0.

Task 2.0 includes all the activities associated with performing maintenance activities of the SCRDS Rubber Dam facilities in accordance with Exhibit I. Task 2.0 shall be performed at the hourly rate as indicated in Form PW-2, Schedule of Prices, under Task 2.0, Maintenance of SCRDS Rubber Dam Sites.

Deliverable No.2

- a. Proposal to complete the maintenance work upon receiving a request from the CM, including a cost estimate and completion schedule. Preparation of the proposal, cost estimate and maintenance schedule shall be prepared at no cost to Public Works.
- b. Summary of maintenance work performed.

Deliverable No. 2 – Acceptance Criteria

Payment for Deliverable No. 2 shall not be made until the Maintenance work has been completed and approved by the CM.

3. Task No. 3 – Local Control Software and Programming Work

Upon receiving a request from the Contract Manager, the Contractor shall provide a proposal for local control software and programming work. The proposal shall include a cost estimate and schedule to complete the software and programming work. After the CM reviews, negotiates and provides written approval of the proposal, the Contractor shall proceed with the work activities identified. The software and programming activities that the Contractor may be asked to perform are described below.

As requested by the CM, the Consultant shall maintain and apply local control software updates to the SCRDS local control system. Software that is included in the SCRDS can be found below.

- a. Siemens Simatic WinCC V7.4
- b. Siemens Simatic Step 7 MicroWin V4.0
- c. Siemens Simatic Step 7 Professional V11
- d. Siemens Simatic Step 7 Professional V13 SP1
- e. Siemens Simatic Step 7 V5.6
- f. Siemens TIA Portal
- g. Siemens STEP 7 Basic Software.

As directed by the CM, the Consultant shall maintain the local control software and pertinent updates and perform any needed software configurations to the SCRDS local control system if necessary, to make it completely functional with all aspects of the SCRDS including existing user interfaces. All software licenses are in Public Works' name and annual

licensing and customer support services are administered by ITD. The Consultant shall ensure that the upgraded rubber dam local control software sustains the Standard Functionality as described in Exhibit N and accurately performs the following:

- a. Local control data reporting of each rubber dam (water flow, water pressure, etc.)
- b. Graphical representations of SCRDS conditions
- c. Local alarm reporting and diagnosis of malfunctioning equipment.

The CM may request the Contractor to perform programming modifications and services to the PLCs and touch screens for local control of the rubber dam sites associated with the SCRDS. The services may include, but are not limited to, the following: programming and reconfiguration of the local PLCs and; developing new wiring diagrams for the PLC hardware or updating existing diagrams.

The Contractor shall provide a work summary following the completion of each approved software and programming activity. The Contractor shall include a compilation of all software and programming work summaries in the On-Call Maintenance and Repair Report per Task 5.0.

Task 3.0 shall be performed at the hourly rate to complete software and programming work as indicated in Form PW-2, Schedule of Prices, under Task 3.0, Local Control Software and Programming Work. The Contractor shall immediately provide electronic copies of all updated local control programs to the CM upon completion of any programming work. All programming shall not be password protected unless approved by the CM.

Deliverable No. 3

- a. Proposal to complete the programming work upon receiving a request from the CM, including a cost estimate and completion schedule. The proposal shall be prepared at no cost to Public Works.
- b. Summary of programming work performed.
- c. Software programming, maintenance and configuration. An electronic copy of all programming performed shall be provided to Public Works.

Deliverable No. 3 – Acceptance Criteria

Payment for Deliverable No. 3 shall not be made until the Software and Programming Work has been received and approved by the CM.

4. On-Call Rehabilitation and Repair Work-General

The Contract includes on-call rehabilitation, replacement, and repair of the SCRDS local control system and related appurtenances. Following the submittal of the Final Inspection Report (Task 1), the CM will assess the report to determine which components of the SCRDS require further attention. The objective of this Task 4 is to use the results of the inspections detailed in the Final Inspection Report, and address corrective work recommended by the Contractor.

The CM will provide a written request to the Contractor for on-call rehabilitation and repair work on components of the SCRDS that need further investigating, repair, or rehabilitation. Upon receiving a work request from the CM, the Contractor must provide a proposal to complete the on-call rehabilitation or repair work, including a cost estimate, list of parts and equipment, and completion schedule. After the CM reviews, negotiates, and provides written approval of the proposal, the Contractor shall proceed with performing the work activities identified. Hourly rate will be in accordance to the rates provided in Form PW-2, Schedule of Prices, under Task 4, On-Call Rehabilitation and Repair Work. It is critical that these items are addressed in a timely manner to ensure the entire SCRDS is functioning as intended in accordance with Exhibit M (Standard Antenna Mast Setup) and Exhibit N (PLC Standard of Functionality).

Task No. 4.0 – On-Call Rehabilitation Work

The Contractor may be required to perform on-call rehabilitation work to the SCRDS local control instrumentation, equipment, and associated appurtenances. The services may include, but are not limited to, the following: calibrating and testing instrumentation, control panel touch screens, deflation valves, actuators; wiring and testing PLC hardware; verifying PLC hardware functionality; and installing or modifying electrical conduits and instrumentation enclosures. A list of all instrumentation and equipment within the SCRDS can be found in Exhibit P (Equipment List).

Upon receiving a work request from the CM, the Contractor shall provide a proposal that provides all costs to complete the on-call rehabilitation work, including a cost estimate, list of parts and equipment, and completion schedule. After the CM reviews and provides written approval of the proposal, the Contractor shall proceed with performing the work activities authorized.

The Contractor shall provide a work summary following the completion of each approved rehabilitation work activity. A compilation of all rehabilitation work summaries shall be included in the On-Call Annual Maintenance and Repair Report per Task 5.0.

Task No. 4.0 shall be performed at the hourly rate to complete on-call rehabilitation work as indicated in Form PW-2, Schedule of Prices, under Task 4.0, On-Call Rehabilitation Work.

Deliverable No. 4.0

- Proposal to complete the rehabilitation work in response to a written request from the CM, including a cost estimate, list of parts and equipment, and completion schedule. Preparation of the proposal shall be prepared at no cost to Public Works.
- Summary of completed work, including parts and materials, photographs, receipts, and part(s) warranty.

Deliverable No. 4.0 – Acceptance Criteria

Payment for Deliverable No. 4.0 shall not be made until the Rehabilitation Work has been completed and approved by the CM.

5. Task No. 4.1 – On-Call Rubber Dam Bladder and Pillow Repair Work

The Contractor may be required to make repairs to the Bridgestone, HTE, YOOIL, or Obermeyer rubber dam bladder or pillow. The Contractor shall follow the Guidelines outlined within Exhibit L (Repair Guidelines) for all repair work on the Bridgestone and HTE rubber dam bladders. The type of repairs for Bridgestone and HTE rubber bladders, include but are not limited to class A through D rubber bladder repairs, as described in Exhibit O (Bridgestone Rubber Dam Repair Manual).

At the request of the CM, the Contractor shall confer with the manufacturer on HTE bladder repairs. Gate-type rubber pillow repairs, including Obermeyer and YOOIL products, may also need to be coordinated with the manufacturers in order to develop a repair plan. Metal gates may need to be artificially raised or removed to gain access to the repair area. Costs for any such activities, including consultation with the manufacturer, shall be included in the repair proposal price.

Upon receiving a work request from the CM, the Contractor shall provide a proposal for the repair work, which includes a cost estimate and work completion schedule. After the CM reviews, negotiates, and approves the proposal, the Contractor shall proceed with performing the work activities identified. Note that once repair work is determined to be necessary and authorized by the CM, its timely completion is considered paramount.

The Contractor shall provide a work summary following the completion of each approved repair work activity. A compilation of all repair work

summaries shall be included in the On-Call Annual Maintenance and Repair Report per Task 5.0.

Task 4.1 shall be performed at the hourly rate to complete on-call rubber dam bladder and pillow repair activities as indicated in Form PW-2, Schedule of Prices, under Task 4.1, On-Call Rubber Dam Bladder and Pillow Repair Work.

Deliverable No. 4.1

- Proposal to complete the rubber dam bladder or pillow repair in response to a written request from the CM, including a cost estimate, list of parts and equipment, and completion schedule. Preparation of the proposal shall be prepared at no cost to Public Works.
- Summary of completed work, including parts and materials, photographs, receipts, and part(s) warranty.

Deliverable No. 4.1 – Acceptance Criteria

Payment for Deliverable No. 4.1 shall not be made until the Repair Work has been completed and approved by the CM.

6. Task No. 5.0 – On-Call Annual Maintenance and Repair Report

Upon request of the CM, the Contractor may be required to prepare an On-Call Annual Maintenance and Repair Report describing and summarizing all maintenance, rehabilitation, repair, and programming activities associated with the SCRDS completed in Tasks 2.0 through 4.1 during the service Contract year (see Exhibit K).

Upon request of the CM, the Contractor shall prepare a Draft On-Call Annual Maintenance and Repair Report using Microsoft Word. The report shall consist of a comprehensive list of all work orders associated with the SCRDS, including the SCRDS site name, work summary, photographs, type of work, completion date, and final cost. The Contractor shall provide three hard copies and one electronic copy for comment by the CM within three weeks of completing the inspections. The Draft On-Call Annual Maintenance and Repair Report shall be submitted within 30 days after receiving authorization from the CM.

The Contractor shall incorporate comments received from Public Works on the Draft On-Call Annual Maintenance and Repair Report and submit three (3) hard copies and one electronic copy of a Final On-Call Annual Maintenance and Repair Report using Microsoft Word within 14 days of receiving comments. The electronic copy shall include full resolution copies of the digital photos used for the report.

A lump sum will be allocated for Task 5.0 to prepare the On-Call Annual Maintenance and Repair Report as indicated in Form PW-2, Schedule of Prices, under Task 5.0, On-Call Annual Repair Report.

Deliverable No. 5.0

- a. On-Call Annual Maintenance and Repair Report – Draft
- b. On-Call Annual Maintenance and Repair Report – Final

Deliverable No. 5.0 – Acceptance Criteria

Payment for Deliverable No. 5.0 shall not be made until the On-Call Annual Maintenance and Repair Report has been received and approved by the CM.

SUMMARY OF TASKS AND DELIVERABLES:		
Task	Deliverable	Description
1	1.1	a. SCRDS Inspection Report – Draft b. SCRDS Inspection Report – Final
2	2.0	Maintenance Work and Work Summary
3	3.0	Local Control Programming Work and Work Summary
4	4.0	Rehabilitation Work and Work Summary
	4.1	Rubber Dam Bladder and Pillow Repair Work and Summary
5	5.0	a. SCRDS Annual Maintenance & Repair Report – Draft b. SCRDS Annual Maintenance & Repair Report – Final

7. New and Replacement Parts

Unless the cost of a new or replacement part, material or equipment is included in a proposal, Public Works shall reimburse the Contractor separately for new and replacement parts, materials and equipment necessary to complete the work activities. Reimbursement may include a markup of no more than 5 percent of the total actual cost of the item. The markup cannot be applied to any tax or shipping costs. The sales tax rate that is effective on the date the work request was approved by the CM shall be applicable. At its sole and absolute discretion, Public Works may request the Contractor to provide copies of receipts of the parts, materials or equipment purchased, including cost, source of purchase, and parts warranty. Public Works reserves the right to purchase parts and materials directly and upon Public Works purchasing such parts and materials, the Contractor is to utilize such items to perform the repair activities without mark-up. Payment shall not be made until the parts and supporting documentation requested by the CM have been received and approved by

the CM. Parts, materials or equipment, purchased by the Contractor shall belong to the County.

8. General Task Requirements

All documentation, equipment programming, and protective passwords prepared by the Contractor pursuant to this Scope of Work becomes the property of Public Works.

9. Additional Services

a. Additional Services may be added during the Contract for services not otherwise included in the Form PW-2, Schedule of Prices upon written request from the CM. Such additional services may include but are not limited to, additional inspection, maintenance, repair work, and further software configurations beyond what is included in this Scope of Work to enhance or restore applicable standard functionality. Prior to performing any additional services, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. Upon CM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the CM, the additional services may be added to the Contract. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.

b. When all or a portion of the additional service work is performed by a Subcontractor, a markup shall be applied to the Subcontractor's actual cost for such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the additional work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the additional work may be added by the Contractor. The actual Subcontractor cost plus these markups shall constitute the entire payment for the Contractor on work performed by the Subcontractor.

No markup shall apply for work performed by the Subcontractor for any tasks already included in the Form PW-2.1, Schedule of Prices.

c. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

G. Hours and Days of Service

Hours of services shall be primarily performed between the hours of 7 a.m. to 5 p.m., Monday through Thursday, each week, except legal observed holidays, at which time the service shall be done before or after such holiday. Working periods and hours may be altered, when necessary, with the approval of the CM or designee(s).

Observed Holidays are as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

It should be noted, this is an annual maintenance Contract. The 20 SCRDS sites are used to maximize stormwater conservation operations with the majority of the County's use of the facilities occurring during the storm season (October through April). The rubber dam facilities are also used for reclaimed and imported water conservation purposes. As such, SCRDS maintenance and repair activities authorized by the CM during storm season will be restricted to periods where a one-week (or greater if necessary) clear weather forecast is predicted.

H. Utilities

The County will provide basic utilities. Access to utilities shall include the ability to connect to existing electrical outlets and/or telephone lines where available.

I. Storage Facilities

The Contractor shall provide transportation, protection, and storage for all of the equipment used in conducting the work under this Contract.

New and replacement parts can be stored within Public Works facilities with the approval of the CM. County is not responsible for damage or loss to such parts or to the Contractor's equipment that is stored or left at any County facilities.

J. Removal of Debris

All debris derived from these services shall be removed from the County's property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State, and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to

be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

K. Special Safety Requirements

1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at SCRDS/Public Works' jobsites. The Contractor shall provide and require the use of personal protective and lifesaving equipment for all persons working at the SCRDS sites in accordance with the Cal/OSHA requirements and regulations. The Contractor's staff shall wear hard hats, suitable clothing, gloves, and shoes that meet Cal/OSHA requirements as required. All safety precautions shall be in place before any work commences.
2. For safety purposes, 24-hour notification shall be given to Public Works prior to entering any SCRDS facility. Flammable articles and liquids shall be kept out of the control room. Manhole covers and floor hatches shall be kept covered at all times unless maintenance is being performed. Confined space entry practices shall be followed where appropriate. Proper safety practices shall be followed around high voltage equipment. Walking on an inflated rubber dam will not be permitted.
3. Where ponded water is present, proper precautions shall be taken to assure that no person, equipment, or construction site are impacted by SCRDS maintenance or repair activities. Responsible maintenance methodology shall be used to prevent any unexpected safety hazards caused by quick deflation of the rubber dam causing the release of water.
4. When work is being performed, proper precautions shall be taken to assure the safety of the recreational public.
5. The Contractor shall only access facilities from gated entry points. Gates shall be locked whenever maintenance work is not being performed.
6. Vehicles used for maintenance purposes shall be equipped with flashing lights for public alerting purposes. Proper safe driving techniques shall be followed.

7. During major repairs, warning and precaution signs shall be posted. Any trails or paths shall be kept open at all times.
8. The Contractor shall inspect and identify, any condition(s) that renders any portion of the jobsite unsafe. The Contractor shall notify the CM immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the CM within 5 days following the occurrence.
9. The Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular service site.

Contractor shall do the following for safety issues:

- a. Public Safety: The Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's CM; and if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
 - b. Emergency Response: The Contractor shall call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives if doing so does not pose a risk to the County's or Contractor staff, and direct emergency services to the injured person, if practical, and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
 - c. The Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to the CM within two business day or first day of the next business week. The CM or their designee will provide the report form.
 - d. The Contractor shall submit a project safety plan and provide training to employees on the above provisions.
10. Public Works shall provide access to existing facilities under its jurisdiction during normal working hours for SCRDS reconnaissance, inspection, maintenance, and repair purposes. Such access shall include the ability to connect to existing electrical outlets and/or telephone lines where available. The Contractor shall assure that any connections are done in a safe manner and that none of the equipment interferes with the operational ability of other

existing equipment. Keys used by Public Works personnel to access facilities will not be issued to the Consultant. Special coordination shall be required for after-hour availability of Public Works staff. Consultant shall not physically alter any County facilities without prior written approval of the Contract Manager.

L. Maps

Refer to Exhibit G, SCRDS Facilities Map.

M. Responsibilities of the Contractor

1. The Contractor or Subcontractor must be properly licensed in the State of California to perform inspection, maintenance, and repair services under this Contract as required.
2. Contractor's Staffing
 - a. Contractor and/or subcontractor's designated Project Manager (PM) must have a minimum of 5 years of experience with Bridgestone Rubber Dam Systems in the performance of stormwater capture operations, including construction and maintenance tasks.
 - b. Contractor and/or subcontractor's designated employee(s) must have a minimum of 2 years of experience with Obermeyer Rubber Dam Systems in the performance of stormwater capture operations, including construction, maintenance and programming tasks.
 - c. Contractor and/or subcontractor's designated supervisor(s) and employee(s), which will be assigned to work on the Programmable Logic Controllers (PLCs) must have a minimum of 5 years of experience working with and programming Siemens S7 series PLCs' with a minimum of 3 years of experience programming the Siemens S7-1200 for stormwater capture with rubber dams.
 - d. The Contractor shall identify the employees or subcontractors performing the required services and provide resumes and/or interviews at the request of the CM.
 - e. Only staff approved in writing by the CM shall carry out maintenance or repair of the SCRDS. At the request of the CM, alternative qualified personnel or subcontractor shall be obtained to complete any portion of the SCRDS maintenance and repair. Notwithstanding the foregoing, the CM may require removal of any Contractor's supervisor, employee, subcontractor, Contractor or Project Manager according to the Contract terms.

Responsibilities of the Public Works

1. Public Works will determine the need to perform its own jobsite inspection.
2. Public Works will coordinate with the Contractor and provide program support in the following manner:
 - a. Provide facility as-built drawings, maintenance manuals, and documentation directly pertinent to facility maintenance and repair where readily available.
 - b. Provide operational coordination necessary to prepare the facility for maintenance and repair.

N. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the Districts to direct the cessation of all work activities and operations at no cost to the Districts until such time as the Contractor is in compliance.

O. Gratuities

1. Contractor is advised that it is improper for any District officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a District officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a District officer, employee, or agent to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3, Termination/Suspensions of Exhibit B.

P. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the Districts may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the Districts' acceptance of liquidated damages shall be construed to waive the Districts' right to reimbursement for damage to its property, or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the Districts is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
 - d. The parties are not under any compulsion to Contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the Districts for the award of the Contract.
 - f. It would be difficult for the Districts to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the Districts resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. Failure of the Contractor to complete the work within the time period mutually agreed to by the Districts and Contractor will result in liquidated damages. The Contractor shall pay to the Districts, or have withheld from monies due to the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work in excess of the time mutually agreed to.

Execution of this Contract shall constitute agreement between the Districts and the Contractor that the above payments are the minimum value of the costs and actual damages caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payment due the Contractor, if such delay occurs.

4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.
5. Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

P:\aepub\Service Contracts\CONTRACT\Danny\RUBBER DAM\2019\ReBid\01-RFP\07 Exhibit.A_SOW (SCRDS).doc

AGREEMENT FOR
ON-CALL STORMWATER CAPTURE RUBBER DAM SYSTEM
MAINTENANCE SERVICES (BRC0000118)

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the LOS ANGELES COUNTY, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Leed Electric, Inc., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 18, 2020, hereby agrees to provide services as described in this Contract for On-Call Stormwater Capture Rubber Dam System Maintenance Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Rubber Dam Facilities Map; Exhibit H, SCRDS Inspection Guidelines; Exhibit I, SCRDS Maintenance Guidelines; Exhibit J, Sample Inspection Report; Exhibit K, Sample Annual Maintenance and Repair Report; Exhibit L, SCRDS Repair Guidelines; Exhibit M, Standard Antenna Mast Setup; Exhibit N, PLC Standard of Functionality; Exhibit O, Bridgestone Rubber Dam Repair Manual; and Exhibit P, SCRDS Equipment List; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed upon by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agree, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$300,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board's approval or execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill upon completion, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County, Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the COUNTY, be increased at the time of contract renewal, if exercised by the COUNTY, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to,

Exhibits A through P, inclusive, the COUNTY provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the COUNTY have, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

LEED ELECTRIC, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. Los Angeles County Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance

of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.

Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List

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

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts

SCRDS Maintenance Services
(BRC0000118)

are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

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

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Business Relations and Contracts Division
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time.

All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State,

local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

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

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

II. Subcontracting

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.

4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

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

RR. Compliance with the County Policy of Equity

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

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
 - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense

SCRDS Maintenance Services
(BRC0000118)

(including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer

providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

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

- d. Certificates and copies of required endorsements shall be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)

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

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

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the

Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so,

SCRDS Maintenance Services
(BRC0000118)

the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

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

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Social Enterprise (SE).

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

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise (LSBE).
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- D. If Contractor has obtained County certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

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

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

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

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 13

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third-parties. For those portions of the County Materials that are not the original work of Contractor,

Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

Contractor shall defend, indemnify, and hold County harmless against any claims by third-parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third-parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials

SECTION 14

PREVAILING WAGES

A. Prevailing Wages

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager (Note to the Proposers: during the solicitation process and prior to the award of Contract, please direct your request to the Contract Analyst identified in the solicitation document. You may contact the Contract Manager after the award of contract). Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the Contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification and type of worker needed to execute the contracted work. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

C. Posting of Prevailing Wage Rates

SCRDS Maintenance Services
(BRC0000118)

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html.

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section,

F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	7/15/2020			
BOARD MEETING	8/4/2020			
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SUPERVISORIAL DISTRICT AFFECTED	ALL			
DEPARTMENT	<u>BOS</u> - Information Systems Advisory Board (ISAB)			
SUBJECT	APPROVAL OF AMENDMENT NO. 6 TO EXTEND THE PERIOD OF PERFORMANCE OF THE COUNTY'S AGREEMENT WITH SOURCECORP, BPS INC. (SOURCECORP)			
PROGRAM	FOR SUPPORT SERVICES OF DOCUMENT IMAGING OF PAPER DOCUMENTS FOR ELECTRONIC STORAGE			
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: ISAB established competitively low contract pricing for the cost per image with SourceCorp, and as a result, the Criminal Justice Agencies and the County Departments spent only a combined total of \$16 million from the contract amount of \$37 million during the last ten (10) years.			
DEADLINES/ TIME CONSTRAINTS	August 17, 2020			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$21 million remain out of \$37 million</td><td style="width: 50%;">Funding source: Justice Agencies current budget</td></tr> </table>		Total cost: \$21 million remain out of \$37 million	Funding source: Justice Agencies current budget
Total cost: \$21 million remain out of \$37 million	Funding source: Justice Agencies current budget			
	TERMS (if applicable): The Amendment will extend the Contract term for two (2) years with a one (1) year renewal option and no increase to the Contract sum is being requested. All other terms from the original agreement shall remain in effect during the extended period.			
	Explanation: Funding for this proposed Amendment will be provided by the current budget allocations of each participating agency with ongoing year costs budgeted each fiscal year. No new net County funds are being requested and there are no other fiscal impacts.			
PURPOSE OF REQUEST	The current Board Contract will expire on August 17, 2020, and the sole source amendment will allow for continued Services, while allowing sufficient time for County departments to complete any outstanding Services.			
BACKGROUND (include internal/external issues that may exist)	Board Contract provides unique document imaging services tailored to help each Criminal Justice Agency (Alternate Public Defender, District Attorney, Medical Examiner-Coroner, Probation, Public Defender, and Sheriff's Department). The Contract has undergone several amendments without increasing the Contract sum to include non-criminal agencies such as the Chief Executive Office (County Department) for their document imaging efforts.			
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Ali Farahani, Interim Executive Director, (562) 403-6501, afarahani@isab.lacounty.gov • Fernando Angell, Assistant Director, (562) 403-6505, fangell@isab.lacounty.gov 			

Information Systems Advisory Board

County of Los Angeles



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Police Chiefs' Association
Probation Office
Public Defender's Office
Sheriff's Department
Superior Court

August 4, 2020

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

Dear Supervisors,

**APPROVAL OF AMENDMENT NO. 6 TO EXTEND THE PERIOD OF
PERFORMANCE OF THE COUNTY'S AGREEMENT WITH
SOURCECORP BPS INC. (SOURCECORP)
FOR SUPPORT SERVICES OF DOCUMENT IMAGING OF PAPER
DOCUMENTS FOR ELECTRONIC STORAGE
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)**

SUBJECT

The Information Systems Advisory Board (ISAB) is requesting Board approval of an Amendment to extend the period of performance of the Los Angeles' (County) current Agreement with SOURCECORP BPS Inc. (SOURCECORP) for the continuation of support services in document imaging of paper documents for electronic storage and archival.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of ISAB (Director), or his designee, to execute the Amendment to extend the Contract term for two years with one additional year beyond the expiration date without increasing the Contract sum of \$37 million.
2. Delegate authority to the Director, or his designee, to execute future Amendments to the Agreement, to: (1) add, delete, and/or change non substantive terms and conditions in the Agreement; and (2) approve and make necessary changes to the scope of services to comply with the County's Protection of Electronic County Information.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director to execute the Amendment, to extend the term of the Agreement with SOURCECORP through August 17, 2023 at the rates as shown in Attachment A. The Services in this Agreement provides document imaging of paper documents for electronic storage by the County Criminal Justice agencies comprised of the Alternate Public Defender, District Attorney, Probation, Public Defender, and Sheriff's Department. Each department has significant need to convert case files, booking, and incident documents into electronic format. This is an essential part of each department's specifications, requirements, and operations, which are necessary to achieve and support the County's strategic initiative for the electronic document management systems.

Further, approval to extend the Agreement will allow the County Criminal Justice agencies to maintain cost savings, need for less warehouse space, and continue their operational plans to operate under cost-effective strategies for the secure archival and retrieval of their documents.

ISAB and its member agencies have determined that since less than one-half of the contract sum with the existing vendor has been expended during its eleven year term, it is in the best economic interest of the County to extend the current Agreement with SOURCECORP at this time. In addition, the Criminal Justice agencies will avoid costs, such as new system modifications for the transfer of digitized documents, initial system migration costs, staff training, project management and additional consulting services. Also, this extension is necessary to ensure that no break in this vital service for County Criminal Justice agencies will occur.

Approval of the second recommendation will allow the Director the flexibility to amend the Agreement to add, delete, and/or change non substantive terms and conditions, to approve any necessary changes to the Agreement statement of work, and ensure the term remains aligned with the County's Protection of Electronic County Information.

Implementation of Strategic Plan Goals

The public/private partnership between the County and SOURCECORP supports Strategic Plan Goals No. 1, Operational Effectiveness, Goal 3, Integrated Services Delivery, and Goal 5, Public Safety, by providing responsive, efficient, and high-quality public service through teamwork and collaboration.

FISCAL IMPACT/FINANCING

The proposed Amendment will extend the term of the Agreement for two years, plus an option for an additional one-year beyond the expiration date. The Contract sum will remain at the original Board approved amount of \$37 million with no increases. Funding for this proposed Amendment will be provided by each department's current budget allocations with ongoing year costs budgeted each fiscal year thereafter. No new net County funds are being requested and there are no other fiscal impacts.

SOURCECORP is a global leader in digital document conversion and management services. The Contract offers significant cost savings compared to other service providers that offered services at a higher price during the original open competitive solicitation in 2009. The competitive pricing allowed departments to spend only a combined total of \$16 million (or approximately 43%) of the Agreement's total Contract amount of \$37 million during the last ten years.

The cost per image has been re-negotiated with SOURCECORP due to economic price adjustments, including increases in the cost of labor and materials in the last three (3) years. Contractor shall be entitled to an 8% increase to the pricing components outlined in the pricing terms on August 18, 2020, August 18, 2021, and August 18, 2022. Contractor shall not be entitled to any additional increases or adjustments during the term of the Contract or any extensions. Further, ISAB will not require SOURCECORP to perform services more than the Board approved Contract amount, which again will remain at the original Contract amount of \$37 million.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Contract is non-Prop A. The services provided under this Agreement are highly specialized and cannot be provided by County staff.

On June 8, 2012, the Contract was amended under Amendment No. 1, pursuant to the Board delegated authority to the Director of ISAB to execute any further Contract Change Notices.

On March 11, 2014, the Contract was amended under Amendment No. 2, pursuant to Board approval to provide services thereunder for the County's Office of the Assessment and Medical Examiner-Coroner within the limits of the Contract sum.

On March 21, 2017, the Contract was amended under Amendment No. 3, pursuant to Board approval to extend the Contract by two years with a one-year extension option through August 17, 2020 and granted delegated authority to the Director of ISAB to execute future Contract Amendments.

On June 30, 2018, the Contract was amended under Amendment No. 4, pursuant to the delegated authority provided to the Director of ISAB to provide services thereunder for the County's Department of Parks and Recreation within the limits of the Contract sum.

On January 29, 2019, the Contract was amended under Amendment No. 5, pursuant to the delegated authority provided to the Director of ISAB to provides services thereunder for the County's Chief Executive Office within the current limits of the Contract sum.

On April 8, 2020, ISAB provided an advance notification to the Board of our intent to enter negotiations for an Amendment to extend the period of performance of the County's Agreement with SOURCECORP.

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 August 11, 2009, your Board approved a Contract with SOURCECORP for a period of five (5) years with up to three (3) additional one-year optional extensions for the provision of services of paper documents for electronic storage and archival, with a maximum County obligation of \$37 million for the term of the Contract, including any extensions. The Contract between the County and SOURCECORP was based upon a competitive solicitation process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will allow the County Criminal Justice agencies to meet legal records retention requirements and comply with requests for information from the public, government agencies, and other law enforcement agencies. The proposed Amendment will ensure uninterrupted imaging services for the County's Criminal Justice agencies beyond the August 17, 2020 Agreement expiration date.

CONCLUSION

It is in the best interest of the County to extend the period of performance and continue using these cost-effective services. Should additional information be requested, your staff may contact Fernando Angell, Assistant Director, at (562) 403-6505.

Respectfully submitted,

Reviewed by:

Ali Farahani, Interim Executive Director
Information Systems Advisory Board

William S. Kehoe
Chief Information Officer

AF: FA

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Alternate Public Defender
Auditor-Controller
Probation
District Attorney
Public Defender
Sheriff

AMENDMENT NUMBER SIX
TO
CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
SOURCECORP BPS INC.
FOR
DOCUMENT IMAGING SERVICES

This Amendment Number Six is entered into this ____ day of _____, 2020 by and between the County of Los Angeles, a body corporate and politic (hereinafter "County"), and SourceCorp BPS, Inc. (hereinafter "Contractor"), a Delaware corporation and wholly-owned subsidiary of SourceHOV LLC. Contractor maintains a local office at 20500 Belshaw Avenue, Carson, CA 90746-3508, is registered and in good standing with the California Secretary of State and is authorized to conduct business in California. By this Amendment Number Six (6) the parties agree to amend that certain Contract by and between the County and Contractor for document imaging services (hereinafter the "Services"), dated August 18, 2009.

WHEREAS, the County and Contractor have entered into the Contract for document imaging services; and

WHEREAS, the County's requirements affecting the provision of Services by Contractor may change during the term of the Contract; and

WHEREAS, the County and Contractor have entered into Change Notices No. 01 and 02, dated November 9, 2011 and December 22, 2011, respectively, both of which complied with Paragraph 8 (Change Notices and Amendments) of the Contract; and

WHEREAS, on June 8, 2012, the Contract was amended under that certain Amendment No. 1, pursuant to the Los Angeles County Board of Supervisors (hereinafter the "Board") delegated authority to the Director of Information Systems Advisory Board (hereinafter "ISAB") to execute any further Contract Change Notices; and

WHEREAS, on March 11, 2014, the Contract was further amended under that certain Amendment No. 2, pursuant to Board approval to provide Services thereunder for the County's Office of the Assessor and the Medical Examiner-Coroner within the limits of the Contract sum; and

WHEREAS, on March 21, 2017, the Contract was further amended under that certain Amendment No. 3, pursuant to Board approval to extend the Contract by two years with a one-year extension option through August 17, 2020 and granted delegated authority to the Director of the Information Systems Advisory Board to execute future Contract Amendments; and

WHEREAS, on June 30, 2018, the Contract was further amended under that certain Amendment No. 4, pursuant to the delegated authority provided to the Director of ISAB to provide Services thereunder for the County's Park and Recreation within the limits of the Contract sum; and

WHEREAS, on January 29, 2019, the Contract was further amended under Amendment No. 5, pursuant to the delegated authority provided to the Director of ISAB to provide Services thereunder for the County's Chief Executive Office ("CEO") for the secure electronic archival and retrieval of CEO

maintained records, which shall be done within the current limits of the Contract Sum; and

WHEREAS, the Director of ISAB has the delegated authority from the Board to execute Amendment No. 6 (hereinafter the "Amendment"); and

WHEREAS, upon execution of this Amendment, together with the Contract, prior amendments and any change notices, thereto, shall collectively be referred to as the "Contract".

NOW THEREFORE, in consideration of the foregoing and pursuant to *Paragraph 8 (Change Notices and Amendments)* of the body of the Contract, County and Contractor hereby agree to amend the Contract as follows:

1. The Contract is hereby incorporated by reference, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. The term of the Contract is hereby extended by two (2) years with a one-year extension option through August 17, 2023, unless sooner terminated, in whole or in part, as provided in the Contract.
3. Paragraph 5.1 of Section 5.0 – Contract Sum, of the body of the Contract is deleted in its entirety and replaced with Paragraph 5.1, amended to read as follows:
 - 5.1. The Contract Sum under this Contract shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract for all participating Departments and shall not exceed Thirty Seven Million Dollars (\$37,000,000), which shall include any approved annual increase in rates for the pricing components listed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
 - 5.1.1. Contractor shall be entitled to an 8% increase to the pricing components on August 1, 2020, an additional increase of 8% on August 1, 2021 and an additional increase of 8% on August 1, 2022 due to economic price adjustments, including but not limited to increases in costs of labor and materials. Contractor shall not be entitled to any additional increases or adjustments during the term of the Contract or any extensions.
4. Attachment A.1 (Participating Agencies) to Exhibit A (Statement of Work) is deleted in its entirety and replaced with revised Attachment A.1 (Participating Agencies), attached hereto as Attachment 1 and incorporated herein by reference.
5. Schedule A.2 (Pickup and Return Locations) to Exhibit A (Statement of Work) is deleted in its entirety and replaced with revised Attachment A.2 (Pickup and Return Locations), attached hereto as Attachment 2 and incorporated herein by reference.
6. Schedule A.6 (Statement of Work – Office of the Assessor) is deleted in its entirety from Exhibit A (Statement of Work).
7. Exhibit B (Pricing Schedule) is deleted in its entirety and replaced with revised Exhibit B (Pricing Schedule), attached as Attachment 3 and incorporated herein by reference.
8. Exhibit E (County's Administration) is deleted in its entirety and replaced with revised Exhibit E (County's Administration), attached as Attachment 4 and incorporated herein by reference.
9. Paragraph 9 (Assignment and Delegation) of the body of the Contract is deleted in its entirety and replaced with Paragraph 9 to read as follows:

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 9.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 9.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 9.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 9.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10. Paragraph 66 (Compliance with Fair Chance Employment Practices) is added to the body of the Contract to read as follows:

66. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

11. Except as provided in this Amendment Number 6, the unaffected terms and conditions of the Contract, as may have been previously amended, shall remain unchanged and in full force and effect.

/

IN WITNESS WHEREOF, Contractor has executed this Amendment Number Five or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Five to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____

Ali Ferahani

Print Name

Interim Executive Director, ISAB

Title

CONTRACTOR: SOURCECORP BPS INC.

Suresh Yannamani

By: _____

Signature

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

Suresh Yannamani

Print Name

By _____

Principal Deputy County Counsel

President

Title



ATTACHMENT A.1
PARTICIPATING AGENCIES

Contractor shall provide Document Imaging Services under the Contract for the following Agencies, as elected by County:

1. Alternate Public Defender
2. District Attorney
3. Probation Department
4. Public Defender
5. Sheriff Department
6. Medical Examiner-Coroner
7. Chief Executive Office

ATTACHMENT A.2
TO
EXHIBIT A
PICKUP AND RETURN LOCATIONS

ATTACHMENT A.2

PICKUP AND RETURN LOCATIONS

Contractor shall use the following locations to perform pickups and returns pursuant to the Contract:

1. DISTRICT ATTORNEYS LOCATIONS

13815 Carmenita Road
Santa Fe Springs, CA 90670

2. PROBATION LOCATIONS

320 W. Temple Street, Room 100
Los Angeles, CA 90012

PWPRP
3530 Wilshire Blvd, Suite 501
Los Angeles, CA 90010

FHARF
9150 Imperial Highway, Room P73
Downey, CA 90242

PAPRP-PBPRP
433 Bauchet Street
Los Angeles, CA 90012

FHJRF-FLJRB
11701 Alameda Street, Room 3230
Lynwood, CA 90262

PMF
9150 East Imperial Highway, Room D29
Downey, CA 90242

3. SHERIFF LOCATIONS:

Hall of Justice
211 W. Temple St.
Los Angeles, CA 90012

Inmate Reception Center
450 S. Bauchet Street
Los Angeles, CA 90012

Records and Identification Bureau
12440 E. Imperial Highway, Suite 400W
Norwalk, CA 90651

ATTACHMENT A.2

PICKUP AND RETURN LOCATIONS

Altadena Station
780 E. Altadena Drive
Altadena, CA 91001

Carson Sheriff Station
21356 S. Avalon Blvd.
Carson, CA 90745

Century Station
11703 S. Alameda Street
Lynwood, CA 90262

Cerritos Station
18135 S. Bloomfield Avenue
Cerritos, CA 90703

Crescenta Valley Station
4554 N. Briggs Avenue
Crescenta Valley, CA 91214

Community College Bureau
855 N. Vermont Avenue, RM AED115
Los Angeles, CA 90029

Compton Station
301 S. Willowbrook Avenue
Compton, CA 90220

County Services Bureau
Hall of Records
320 West Temple Street
Los Angeles, CA 90012

East Los Angeles Station
5019 E. Third Street
Los Angeles, CA 90022

Industry Station
150 North Hudson Avenue
City of Industry, CA 91744

Lakewood Station
5130 Clark Avenue
Lakewood, CA 90712

ATTACHMENT A.2

PICKUP AND RETURN LOCATIONS

Lancaster Station
501 W. Lancaster Blvd.
Lancaster, CA 93534

Lomita Station
26123 Narbonne Ave
Lomita, CA 90717

Malibu/Lost Hills Station
27050 Agoura Road
Agoura, CA 91301

Marina Del Rey Station
13851 Fiji Way
Marina Del Ray, CA 90292

Norwalk Station
12335 Civic Center Drive
Norwalk, CA 90670

Palmdale Station
750 E. Avenue Q
Palmdale, CA 93550

Pico Rivera Station
6631 S. Passons Blvd.
Pico Rivera CA 90660

San Dimas Station
270 S. Walnut Avenue
San Dimas, CA 91773

Santa Clarita Station
23740 Magic Mountain Pkwy.
Valencia, CA 91355

South Los Angeles Station
1310 W. Imperial Hwy.
Los Angeles, CA 90044

Temple Station
8838 E. Las Tunas Drive
Temple City, CA 91780

ATTACHMENT A.2

PICKUP AND RETURN LOCATIONS

West Hollywood Station
720 N. San Vicente Blvd.
West Hollywood, CA 90069

4. PUBLIC DEFENDER LOCATIONS

9830 Norwalk Blvd., Suite 150
Santa Fe Springs, CA 90670

5. ALTERNATE PUBLIC DEFENDER LOCATIONS

210 W. Temple Street, Suite 18-709
Los Angeles, CA 90012

6. MEDICAL EXAMINER-CORONER LOCATIONS

1104 N. Mission Rd.
Los Angeles, CA 90033

7. CHIEF EXECUTIVE OFFICE LOCATIONS

500 W. Temple Street
Los Angeles, CA 90012

320 W. Temple Street
Los Angeles, CA 90012

222 S. Hill Street
Los Angeles, CA 90012

EXHIBIT B
PRICING SCHEDULE
FOR
DOCUMENT IMAGING SERVICES

EXHIBIT B
PRICING SCHEDULE

1. PRICING TERMS

Contractor shall provide the Document Imaging Services as described in Exhibit A (Statement of Work) and the Contract at the fixed unit prices specified in this Exhibit B below. No other costs or out-of-pocket expenses shall be paid to Contractor under the Contract. Payments shall be made on the invoices for approved deliverables only.

All required hardware, software, materials, other costs or out-of-pocket expenses and Contractor's site expenses for the Document Imaging Services are the responsibility of Contractor and are included in the fixed unit price.

Contractor shall be paid the fixed unit price for Document Imaging Services on a per service basis, which includes the cost for meeting all requirements of this Contract, including but not limited to, document preparation, imaging, enhancing the image, indexing (as defined in *Sections 8.2.14, 8.3.13.2, 8.4.13, 8.6.10.2 and 8.7.10.2 of Exhibit A (Statement of Work)*), uploading of images onto County systems, online availability/storage, downloading onto CD's/DVD's, with the exception of the specific priced items listed below, and other Services set forth in Exhibit A (Statement of Work).

Contractor shall provide the Services under this Contract at the fees and prices specified below.

Description	Current Contract Base Price	8% increase Year 2020*	8% increase Year 2021**	8% Increase Year 2022***
		New Base Price	New Base Price	New Base Price
Cost Per Image (0 Indices)	\$0.0333	\$0.0360	\$0.0389	\$0.0420
Cost Per Image (1-3 Indices)	\$0.0344	\$0.0372	\$0.0402	\$0.0434
Cost Per Image (4-6 Indices)	\$0.0356	\$0.0384	\$0.0415	\$0.0448
Cost Per Image (7-10 Indices)	\$0.0367	\$0.0396	\$0.0428	\$0.0462
Cost Per Color Document Conversion	\$0.0456	\$0.0492	\$0.0531	\$0.0573

**Increase is set to current Contract Base Price*

***Increase is set to Year 2020 New Base Price*

****Increase is set to Year 2021 New Base Price*

PRICE COMPONENT	PRICE (manually entered indices)	
Image Conversion (e.g., CanoFile)	\$0.015 per Image	
Cost for Optical Character Recognition (OCR) Scanning - Searchable PDF	\$0.01 per Image	
Cost per Self Contained Compact Disk (CD) or Digital Video Disk (DVD) with Images Pending Importation	\$3.00	
Cost for Direct Web Access to Images Pending Importation	Included	
Cost Per On-Demand Document Search/Pull Prior to Image Availability – up to 25 Search/Pull Authorized Requests per Week	Included	
Cost Per On-Demand Document Search/Pull Prior to Image Availability – over 25 Search/Pull Requests per Week	\$15 per each Search/Pull Request over 25 per Week	
Cost per Index/Transmittal Sheet Created for Box Arriving Without One	\$0.75	
Monthly Cost per Box for Storage	\$0.195	
Cost per lb. for Document Destruction	\$0.06	
Transportation per Trip (pickup or return), only to or from a location not listed in Attachment A.2 (Pickup and Return Locations) to Exhibit A (Statement of Work)	\$1.10/mile + \$15 per Trip	
Initial Set-up Fee	\$5,000.00 per Set-up	

NOTE: No purchase by Contractor of additional hardware, software, building space or other assets or expenditure by County will be required for Contractor to fulfill its obligations under the Contract. All pricing herein reflects usage of Contractor's capital assets and building facilities located in Los Angeles County.

2. OPTIONAL SERVICES

Any agreed upon Optional Services shall be provided in accordance with *Section 10.0 (Optional Services) of Exhibit A (Statement of Work)* following agreement on a not-to-exceed Maximum Fixed Price, if applicable, and the Work Order. To be reimbursed for any travel they must be (i) included in the Maximum Fixed Price, (ii) be reasonable, (iii) be quoted, (iv) be approved in advance by County, (v) be based on actual expenditures, and (vi) not exceed County's then current travel expense reimbursement rates.

This Contract allocates the maximum amount of \$300,000 in Pool Dollars for the term of the Contract. Pool Dollars may be used for acquiring Optional Services provided by Contractor pursuant to the applicable terms of the Contract by executing a Change Notice in accordance with *subparagraph 8.2 of Paragraph 8 (Change Notices and Amendments)* of the body of the Contract. Following acquisition of Optional Services using Pool Dollars, Schedule B.3 (Optional Services Schedule) shall be updated by County to reflect the Optional Services acquired and the remaining balance of Pool Dollars.

EXHIBIT E
COUNTY'S ADMINISTRATION
FOR
DOCUMENT IMAGING SERVICES

EXHIBIT E
COUNTY'S ADMINISTRATION

I. COUNTY'S CONTRACT ADMINISTRATOR

Name: Fernando Angell
Title: ISAB Assistant Director
Address: 12750 Center Court Drive, Suite 500
Cerritos, California 90703
Telephone: (562) 403-6505
E-Mail Address: fangell@isab.lacounty.gov

II. COUNTY'S PROJECT MANAGERS

COUNTY'S PROJECT MANAGER – ALTERNATE PUBLIC DEFENDER

Name: Michael Goodman
Title: Head Deputy
Address: 210 W. Temple St., Suite 18-709
Los Angeles, California 90012
Telephone: (213) 974-4900
E-Mail Address: mgoodman@apd.lacounty.gov

COUNTY'S PROJECT MANAGER – CHIEF EXECUTIVE OFFICE

Name: Timothy Young
Title: _____
Address: 500 W. Temple St.
Los Angeles, CA 90012
Telephone: (213) 974-2383
E-Mail Address: tyoung@ceo.lacounty.gov

COUNTY'S PROJECT MANAGER – DISTRICT ATTORNEY

Name: Adolfo Gonzalez-Meza
Title: Chief, Property Mgmt. and Support Services Division
Address: 211 W. Temple St.
Los Angeles, CA 90012
Telephone: (213) 257-2862
E-Mail Address: agonzalez@da.lacounty.gov

COUNTY'S PROJECT MANAGER – DISTRICT ATTORNEY

Name: Gina Reeves-Torrence
Title: Manager, Records Management Section
Address: 13415 Carmenita Rd.
Santa Fe Springs, CA 90670
Telephone: (323) 881-5144
E-Mail Address: greevest@da.lacounty.gov

COUNTY'S PROJECT MANAGER – MEDICAL EXAMINER-CORONER

Name: Darwin Sypinero
Title: Information Technology Manager I
Address: 1104 N. Mission Rd
Los Angeles, California 90033
Telephone: (323) 343-0707
E-Mail Address: dsypinero@coroner.lacounty.gov

COUNTY'S PROJECT MANAGER – PROBATION – CENTRAL RECORDS

Name: Sandra Woods
Title: Manager of Central Records
Address: 320 W. Temple St., Suite 180
Los Angeles, CA 90012
Telephone: (213) 974-9035
E-Mail Address: Sandra.woods@probation.lacounty.gov

COUNTY'S PROJECT MANAGER – PROBATION – FISCAL

Name: Latrice Valentin
Title: Administration Services Manager II
Address: 9150 E. Imperial Hwy
Downey, CA 90242
Telephone: (562) 940-3545
E-Mail Address: Latrice.valentin@probation.lacounty.gov

COUNTY'S PROJECT MANAGER – PROBATION – PRETRIAL

Name: Brian Chaffee
Title: Sr. Investigator, Pretrial Services
Address: 3530 Wilshire Blvd.
Los Angeles, CA 90010
Telephone: (213) 351-0350
E-Mail Address: brian.chaffee@probation.lacounty.gov

COUNTY'S PROJECT MANAGER – PUBLIC DEFENDER

Name: Albert Lew
Title: Information Technology Manager
Address: 11701 Alameda St., Suite 3171
Lynwood, California 90262
Telephone: (323) 282-2040
E-Mail Address: alew@pubdef.lacounty.gov

COUNTY'S PROJECT MANAGER PAY, LEAVES, AND RECORDS UNITS – SHERIFF

Name: Cathy Banuelos
Title: Acting Administrative Services Manager III
Address: 211 W. Temple St.
Los Angeles, California 90012
Telephone: (213) 229-1924
E-Mail Address: cmbanuel@lasd.org

COUNTY'S PROJECT MANAGER RIB – SHERIFF

Name: Joe Salazar
Title: Assistant Director
Address: 12440 E. Imperial Hwy, Suite 400 West
Norwalk, California 90650
Telephone: (562) 345-4431
E-Mail Address: jrsalaza@lasd.org