



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41 March 29, 2016

LORI GLASGOW
EXECUTIVE OFFICER

March 29, 2016

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

Dear Supervisors:

APPROVE A RETROACTIVE SOLE SOURCE CONTRACT WITH PALANTIR TECHNOLOGIES, INC. TO PROVIDE SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE JOINT REGIONAL INTELLIGENCE CENTER (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute a Sole Source Contract (Contract) with Palantir Technologies, Inc. (Palantir) for continued software maintenance and support services (Services) for Palantir's proprietary Gotham™ business intelligence software tools, and previously developed applications using such tools, for the Joint Regional Intelligence Center (JRIC).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to authorize the Sheriff to finalize and execute a Contract, substantially similar to the attached contract, with Palantir, for an initial contract term, which shall expire May 31, 2017, with an option to extend for one year thereafter, through May 31, 2018, plus an additional 12-month option term, in any increment, through May 31, 2019. The Maximum Contract Sum shall not exceed \$9,324,643 for the entire term of the Contract.
2. Delegate authority to the Sheriff, or his designee, to execute Change Notices and Amendments to the Contract in order to: (1) add and/or update standard County contract provisions as required by the Board or the Chief Executive Office (CEO); and (2) exercise the extension options if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide for past and ongoing Services for the existing proprietary Palantir Gotham software toolset used by JRIC, as well as Services for 29 applications built by Palantir using such tools, including scripts, queries, interfaces, etc.

Palantir uniquely allows network-wide collaboration that is supported by Palantir's powerful proprietary security model; which allows analysts to share data and analyze products and briefs that are finished or in progress, including the underlying data, to be alerted as other analysts add relevant knowledge, discover subject matter experts, discover analysts working on the same information or targets, and discover the analysts contributing to a body of knowledge or intelligence product. As a result of this security model, agencies that use Palantir can seamlessly and securely share/exchange information.

The proposed Palantir Contract will leverage the significant cost and engineering efforts to build the existing Palantir infrastructure. The system is also unmatched in access speed, data visualization, and substantial analytic tools that are not available in any other software toolset.

Prior Purchases

In 2009, JRIC embarked upon a ten-month Sole Source pilot project with Palantir at a cost of \$250,000. The purpose of the project was to evaluate the Palantir informational toolset to potentially replace the intelligence tools that were in use at the time. The pilot, along with subsequent Sole Source purchases from Palantir, were approved and funded by grants from the Homeland Security Grant program, distributed through the California Governor's Office of Emergency Services.

To date, the Department has purchased a total of 115 Palantir "Cores." The Palantir Core, best described by Palantir as an all-inclusive pricing model, includes hardware, software licenses (Gotham), integration services, and one year of Services for the software and custom built applications. The integration services component, known to the County as "consulting services," provides Palantir engineers to JRIC for the purpose of building and maintaining applications used by JRIC to fulfill its primary mission.

Proposed Contract

The scope of the proposed Contract is limited exclusively to the maintenance of the Palantir Gotham toolset and 29 applications built to-date. The Contract explicitly excludes consideration of any kind for new application development or enhancements to the existing 29 applications.

Future Strategy for Maintenance and Consulting Services

Palantir's bundled business pricing model has included the Palantir toolset software, hardware, maintenance and support, and consulting services; all as part of the Core purchases.

The Department has developed an approach, in consultation with the Chief Information Office (CIO), to itemize any and all future products and services purchased by the County. Palantir has agreed to negotiate this approach as part of any future procurement. This approach, as recommended in the Auditor-Controller's report dated August 28, 2015, will better facilitate accountability for all commodities and services delivered by Palantir in the future.

1. Hardware

JRIC has consistently described, to the Department's administration and other County staff, all hardware (computer servers) delivered by Palantir as part of the Core purchases were integral to, integrated with, and therefore specifically customized by Palantir to operate the Gotham software environment. The Department's understanding was that only Palantir could provide continuous maintenance support of the hardware. In late December 2015, for the first time, the Department learned that all hardware delivered by Palantir, to date, is in fact comprised of standard, off-the-shelf, high-performance computer servers. Upon expiration of the warranties for these servers, Palantir confirmed that it would be the Department's responsibility to maintain the servers. The Department will seek hardware maintenance service from the Internal Services Department through existing Master Agreements established with the County for such services.

2. Palantir Toolset Software

Each of the 115 Cores were delivered to the Department with a license for Palantir's Gotham business intelligence software toolset. The Gotham toolset is proprietary to Palantir. The toolsets are used to develop highly-specialized applications, including scripts, interfaces, queries, and algorithms, among other things, intended for use by JRIC. Palantir has agreed to provide per license pricing for ongoing future maintenance.

3. Palantir Toolset Software, Additional Purchases

The Department has requested that Palantir provide quantifiable metrics to justify all future JRIC requests for licenses of Gotham software beyond those currently maintained under item two. The justification and metrics will be reviewed by the CIO prior to acquisition of such licenses. To date, Palantir has not provided the required metrics.

4. Custom Application Development, Consulting Services

All future JRIC requests for consulting services for the purpose of creating new applications or enhancing current applications will be executed in accordance with customary, approved, contracting practices. Each JRIC-specific sole source application development or enhancement request will require a detailed description and justification, followed by review and concurrence from the CIO and County Counsel. Requests to develop applications, which do not fall under the JRIC mission, to provide intelligence analysis services will be released under a competitive solicitation. As required for all County information technology agreements, any future contract of this nature will require the review and approval of the CIO and County Counsel.

5. System Performance and Architectural Review

In collaboration with the CIO, the Department may seek to obtain the services of an independent consulting firm to undertake a review of the implemented Palantir architecture, establish baseline performance standards, and advise the Department on fiscally prudent methods for maintaining system performance as part of any future procurement.

Implementation of Strategic Plan Goals

The Services provided under this Contract support the County's Strategic Plan Goal 3, Integrated Services Delivery, maximizing the opportunities to measurably improve client and community

outcomes, and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum of the Contract is \$9,324,643. There is no net County cost for this Contract. The initial Contract term for this initiative will be 100 percent subvented with funds from the Urban Area Security Initiative (UASI) sub-recipient grant funds administered by the City of Los Angeles (City).

The cost for retroactive software maintenance for the period August 1, 2015, through May 31, 2016, amounting to \$2,027,096, will be 100 percent subvented with funds from the 2013-14 UASI grant. Additionally, the Department has confirmed the City is in receipt of the 2014-15 UASI grant funds from the State of California. Upon receipt of sub-recipient funding from the City, it is anticipated that the \$2,432,516 cost for continued maintenance through May 31, 2017, will be 100 percent subvented with funds from the 2014-15 UASI grant.

The annual cost for continued maintenance through May 31, 2019, is \$2,432,516.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is the fiduciary authority for JRIC. The Los Angeles JRIC's area of responsibility includes the counties of Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura. Responsibility for the overall policy and direction of JRIC rests with an Assistant Special Agent in Charge, or Program Manager, of the Federal Bureau of Investigation, who will closely coordinate with the Sheriff of Los Angeles County, the Chief of the Los Angeles Police Department, the United States Attorney for the Central District of California, and the Chief of the California Department of Justice Criminal Intelligence Bureau or their designees, on all matters of mutual concern relating to such policy and direction. It was the decision of the JRIC Board to use the Palantir platform to achieve the information sharing goals of JRIC.

The Palantir toolset and the custom built applications are essential in order to carry on JRIC's vital information and intelligence sharing mission, which support both the Homeland Security Presidential Directive, as well as the Presidential Policy Directive-8, addressing national preparedness.

The CIO recommends approval of the Contract (CIO analysis attached).

The Contract has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On February 9, 2016, the Department submitted to the Board an Advance Notification of Intent to Enter into Negotiations for a Sole Source Contract with Palantir. Palantir uniquely allows network-wide collaboration that is supported by Palantir's security model; which allows analysts to share data and analyze products and briefs that are finished or in progress including the underlying data, to be alerted as other analysts add relevant knowledge, discover subject matter experts, discover analysts working on the same information or targets, and discover the analysts contributing to a body of knowledge or intelligence product. Because of this security model, agencies that use Palantir can seamlessly and securely share/exchange information.

The proposed Contract will leverage the significant cost and engineering efforts to build the existing Palantir infrastructure.

The Gotham software toolset is proprietary to Palantir. Palantir does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to the toolset.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Palantir platform allows JRIC to effectively coordinate and analyze various facts and statistics from multiple sources. This allows the Department to more effectively provide for the County's security and public safety.

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter to Contracts Manager Angelo Faiella, Contracts Unit, at (213) 229-3259.

Sincerely,



JIM McDONNELL

Sheriff

JM:GJ:AF:af

Enclosures

Reviewed by:



RICHARD SANCHEZ

Chief Information Officer



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA 16-05

DATE:

3/2/16

SUBJECT:

APPROVE A RETROACTIVE SOLE SOURCE CONTRACT WITH PALANTIR TECHNOLOGIES, INC. TO PROVIDE SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE JOINT REGIONAL INTELLIGENCE CENTER

RECOMMENDATION:

Approve Approve with Modification Disapprove

CONTRACT TYPE:

New Contract Sole Source
 Amendment to Contract #: Other: Describe contract type.

CONTRACT COMPONENTS:

Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff Jim McDonnell

Description: The Los Angeles County Sheriff Department (LASD) is requesting approval of a Sole Source Agreement with Palantir Technologies, Inc. (Palantir), for continued software maintenance and support services for Palantir's proprietary Gotham™ business intelligence software tools, and previously developed applications using such tools, for the Joint Regional Intelligence Center (JRIC).

Contract Amount: \$9,324,643

Funding Source: Urban Area Security Initiative (UASI)
Grant Funds

Legislative or Regulatory Mandate Subvened: 100% - No Net County Costs

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

Under this Agreement, the County of Los Angeles (County) will receive continued maintenance services and ongoing support for Palantir proprietary data analytics software for an additional one year plus two optional years. This Agreement will provide for past and ongoing software services for the existing proprietary Palantir Gotham software toolset used by JRIC, as well as services for 29 applications built by Palantir.

Advanced notification of intent to enter into negotiations for a Sole Source Agreement was submitted to the Board on February 9, 2016.

BUSINESS DRIVERS:

Palantir is a computer software and services company that provides large scale data integration, analysis, visualization, and management. Many federal, state, and local government agencies use Palantir's commercial software for anti-fraud and counterterrorism efforts to facilitate analysis of intelligence, for collaboration on investigations, and for case management and reporting.

LASD, in its role as the fiduciary for the JRIC, a law enforcement fusion center whose purpose is to collect, analyze, and disseminate terrorism-related threat intelligence for the greater Southern California area, receives funding from two federal Homeland Security Grant programs on behalf of JRIC. JRIC's participating agencies include the Federal Bureau of Investigation, California Highway Patrol, and many other safety and law enforcement agencies, such as LASD and the Los Angeles Police Department.

PROJECT ORGANIZATION:

The Sheriff's Homeland Security Division (known today as Special Operations Division) JRIC Unit is driving this project programmatically. The project has a dedicated Captain assigned as the project lead and acting as fiduciary for JRIC project. The Captain will be managing the ongoing operation of JRIC and has assigned staff to work with the vendor for all necessary maintenance and support.

PERFORMANCE METRICS:

The contract includes a Service Level Agreement identifying metrics for the application management and software maintenance, including:

Severity	Response Time	Targeted Resolution Service Level
P0	12 clock hours, 365 days a year	Onsite if appropriate within 24 clock hours of issue until error is resolved.
P1	12 Business Hours	Onsite if appropriate within 36 business hours of issue until error is resolved.
P2	24 Business Hours	Error resolved with Major Release.
P3	60 Business Hours	Error resolved at Palantir's discretion.







STRATEGIC AND BUSINESS ALIGNMENT:

To date, the Department has purchased a total of 115 Palantir "Cores". The Palantir Core, best described by Palantir as an *all-inclusive pricing model*, includes hardware, software licenses (Gotham), integration services, and one year of maintenance and support services for the software and custom-built applications. The integration services component, known to the County as "consulting services" provides Palantir engineers to JRIC for the purpose of building and maintaining applications used by JRIC to fulfill its primary mission. The Department has developed an approach, in consultation with the CIO, to itemize any and all future products and services purchased by the County. This will better facilitate accountability for all commodities and services delivered by Palantir in the future. This system is a critical component of the Sheriff's overall criminal investigation and law enforcement strategies, and therefore, its ongoing support and maintenance are essential to keep it functioning properly. Palantir is the sole provider of maintenance and support services for its proprietary intelligence analytics software.

PROJECT APPROACH:

This Agreement allows LASD to continue to receive uninterrupted maintenance and support services of the system for the Department's JRIC Unit. The hardware maintenance will be provided through existing Master Services Agreements established with the County for such services and software refresh will occur as part of the maintenance agreement.

	<p>ALTERNATIVES ANALYZED:</p> <p>In 2009, JRIC embarked upon a ten-month Sole Source pilot project with Palantir. The purpose of the project was to evaluate the Palantir informational toolset to potentially replace the intelligence tools that were in use at the time.</p> <p>The Gotham software toolset is proprietary to Palantir. Palantir does not train, certify, license, or otherwise endorse any third-party to provide support, maintenance, and/or upgrade services to the toolset. Palantir is utilized by many County, State and Federal agencies for intelligence analytics and JRIC has invested a large sum in this project and it is unknown at this time if there are other alternatives available.</p>
Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The Palantir's proprietary Gotham™ software runs on Microsoft Windows Server, with advanced user and group rights management, including additional security features, to maintain the integrity of the database. Servers are located at JRIC headquarters in Norwalk and remote police agency locations.</p> <p>JRIC has purchased 115 core perpetual reduction system licenses and up to 128 disaster recovery licenses which were purchased with a one-time cost with no additional maintenance cost.</p> <p>29 applications were developed by Palantir using the "core" licensing, which include: workflow, interfaces, templates, and reports. These applications are also included in the Agreement to be maintained by Palantir.</p>
Financial Analysis	<p>BUDGET:</p> <p>Contract Costs</p> <p>Maintenance and support contract cost: \$ 9,324,643</p> <p>Ongoing Annual Maintenance Costs:</p> <p>8/1/2015 – 5/31/2016: Retroactive Software Maintenance and Support, Core Gotham Licenses (10 months) \$ 2,027,096</p> <p>6/1/2016 – 5/31/2017: Software Maintenance and Support, Core Gotham Licenses (12 months) \$ 2,432,516</p> <p>Option Term Years</p> <p>6/1/2017 – 5/31/2018: Software Maintenance and Support, Core Gotham Licenses (12 months) \$ 2,432,516</p> <p>6/1/2018 – 5/31/2019: Software Maintenance and Support, Core Gotham Licenses (12 months) \$ 2,432,516</p> <p>Sub-total Maintenance Cost \$ 9,324,643</p>

	<p>Total Invested Since 2009</p> <table> <tr> <td>Initial Pilot</td> <td style="text-align: right;">\$250,000</td> </tr> <tr> <td>115 Core Licenses</td> <td style="text-align: right;">\$14,028,123</td> </tr> <tr> <td>Annual Maintenance & Support</td> <td style="text-align: right;">\$1,371,876</td> </tr> <tr> <td>Retroactive Annual Maintenance & Support</td> <td style="text-align: right;">\$1,455,419</td> </tr> <tr> <td>128 Core Licenses for Disaster Recovery</td> <td style="text-align: right;">\$400,000</td> </tr> <tr> <td></td> <td style="text-align: right;">TOTAL: \$ 17,505,420</td> </tr> </table>	Initial Pilot	\$250,000	115 Core Licenses	\$14,028,123	Annual Maintenance & Support	\$1,371,876	Retroactive Annual Maintenance & Support	\$1,455,419	128 Core Licenses for Disaster Recovery	\$400,000		TOTAL: \$ 17,505,420
Initial Pilot	\$250,000												
115 Core Licenses	\$14,028,123												
Annual Maintenance & Support	\$1,371,876												
Retroactive Annual Maintenance & Support	\$1,455,419												
128 Core Licenses for Disaster Recovery	\$400,000												
	TOTAL: \$ 17,505,420												
<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. Since this is merely the continuation of services that this vendor is already providing, and has done so to the satisfaction of the Sheriff, there are minimal risks associated with this maintenance agreement. 2. The Chief Information Security Officer (CISO) has reviewed the Agreement and did not identify any IT security or privacy related issues. 												
<p>CIO Approval</p>	<table> <tr> <td> <p>PREPARED BY:</p>  </td> <td style="text-align: right;"> <p><u>3-17-16</u></p> </td> </tr> <tr> <td> <p>_____ Fred Nazarbegian, Sr. Associate CIO</p> </td> <td style="text-align: right;"> <p>Date</p> </td> </tr> <tr> <td> <p>APPROVED:</p>  </td> <td style="text-align: right;"> <p><u>3-17-16</u></p> </td> </tr> <tr> <td> <p>_____ Richard Sanchez, Chief Information Officer</p> </td> <td style="text-align: right;"> <p>Date</p> </td> </tr> </table>	<p>PREPARED BY:</p> 	<p><u>3-17-16</u></p>	<p>_____ Fred Nazarbegian, Sr. Associate CIO</p>	<p>Date</p>	<p>APPROVED:</p> 	<p><u>3-17-16</u></p>	<p>_____ Richard Sanchez, Chief Information Officer</p>	<p>Date</p>				
<p>PREPARED BY:</p> 	<p><u>3-17-16</u></p>												
<p>_____ Fred Nazarbegian, Sr. Associate CIO</p>	<p>Date</p>												
<p>APPROVED:</p> 	<p><u>3-17-16</u></p>												
<p>_____ Richard Sanchez, Chief Information Officer</p>	<p>Date</p>												

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PALANTIR TECHNOLOGIES INC.

FOR

SOFTWARE MAINTENANCE AND APPLICATION SUPPORT

**CONTRACT
 BY AND BETWEEN
 THE COUNTY OF LOS ANGELES
 AND
 PALANTIR TECHNOLOGIES INC.
 FOR
 SOFTWARE MAINTENANCE AND APPLICATION SUPPORT**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1. APPLICABLE DOCUMENTS	1
1.1 INTERPRETATION	1
1.2 DEFINITIONS	2
2. SCOPE OF WORK.....	5
2.1 MAINTENANCE AND SUPPORT.....	6
2.2 ADDITIONAL RESPONSIBILITIES	6
2.3 SECURITY CLEARANCE	6
2.4 QUALITY CONTROL AND ERROR TRACKING	6
2.5 EXCLUSIONS	7
3. PAYMENT TERMS.....	7
3.1 FEES.....	7
3.2 INVOICING.....	7
3.3 COUNTY’S RIGHT TO WITHHOLD PAYMENT	8
4. TERM AND TERMINATION.....	8
4.1 TERM	8
4.2 TERMINATION FOR DEFAULT	8
4.3 TERMINATION FOR CONVENIENCE	8
4.4 TERMINATION FOR INSOLVENCY	9

4.5	EFFECT OF TERMINATION	9
5.	CONFIDENTIALITY AND SECURITY	10
5.1	CONFIDENTIAL INFORMATION.....	10
5.2	DISCLOSURE	10
5.3	SECURITY.....	11
5.4	DATA DESTRUCTION.....	12
5.5	REMEDIES	12
5.6	INDEMNIFICATION.....	12
5.7	SURVIVAL	13
6.	OWNERSHIP AND LICENSE	13
6.1	OWNERSHIP	13
6.2	LICENSE.....	13
6.3	SYSTEM DATA	13
7.	PROPRIETARY CONSIDERATIONS	13
7.1	CONTRACTOR PROPERTY	13
7.2	COUNTY PROPERTY	13
7.3	INTELLECTUAL PROPERTY	14
8.	WARRANTIES	14
8.1	WORK WARRANTIES.....	14
8.2	WARRANTY PASS-THROUGH	14
9.	AUTHORITY	14
10.	CONSTRUCTION.....	14
11.	NOTICES.....	15

EXHIBITS

- EXHIBIT A Standard Terms and Conditions
- EXHIBIT B Pricing Schedule
- EXHIBIT C Core Software and Application Schedule
- EXHIBIT D Product Maintenance and Support
- EXHIBIT E Confidentiality Agreement
- EXHIBIT F Information Security Requirements

CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
PALANTIR TECHNOLOGIES INC.
FOR
SOFTWARE MAINTENANCE AND APPLICATION SUPPORT

This Contract, including all Exhibits and Attachments, is made and entered into this ___ day of _____, 2016 (“Contract Date”) by and between the County of Los Angeles (hereinafter “County”), on behalf of its Sheriff’s Department (hereinafter “Department”) and Palantir Technologies Inc., a company incorporated in the State of Delaware, located at 100 Hamilton Avenue, Suite 300, Palo Alto, California 94301 (hereinafter “Contractor” or “Palantir”).

WHEREAS, County has acquired prior to the Effective Date of this Contract, and currently retains a perpetual License under the License Agreement for, all Software which is the subject of this Contract, including all Core Software and all Application Software listed in Exhibit C (Core Software and Application Schedule) to the Contract; and

WHEREAS, County may contract for Software Maintenance and Application Support (hereinafter “Work”) to provide maintenance and support for the Software when certain requirements are met; and

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

WHEREAS, Contractor represents itself as the sole owner and proprietor of the Software and possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Work; and

WHEREAS, Contractor represents that it does not certify, authorize, nor otherwise endorse any third party to maintain the Software as set forth in Exhibit D (Product Maintenance and Support); and

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

NOW THEREFORE, consideration of the mutual covenants and Contracts set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows below.

1. APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The provisions of this Contract, along with any Exhibits attached hereto and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the “Contract”. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any Work or otherwise between this Contract and any Exhibits hereto, such conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits attached hereto according to the following descending priority:

- EXHIBIT A Standard Terms and Conditions
- EXHIBIT B Pricing Schedule
- EXHIBIT C Core Software and Application Schedule
- EXHIBIT D Product Maintenance and Support
- EXHIBIT E Confidentiality Agreement
- EXHIBIT F Information Security Requirements

This Contract, including any Exhibits hereto, constitutes the complete and exclusive statement of understanding between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous Contracts, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Contract.

1.2 DEFINITIONS

The terms and phrases in this Paragraph 1.2 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 Contract.

1.2.1 APPLICATION; APPLICATION SOFTWARE

The terms “Application” and “Application Software” shall mean, collectively, certain of Contractor’s proprietary interfaces, queries, scripts, algorithms and other works, etc., in object code format, including any updates, modifications, patches, and upgrades thereto that Contractor provides to County, that were provided by Contractor for County and licensed by Contractor to County under the terms of the License Agreement. Application Software components are listed in Part 2 (Applications) of Exhibit C (Core Software and Applications Listing) to this Contract.

1.2.2 BUSINESS HOURS

The term “Business Hours” shall mean hours occurring during the period of each day in which Contractor provides Work, 8 A.M.-8 P.M. Pacific Time.

1.2.3 CONTRACT

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

1.2.4 CONTRACT DATE

The term “Contract Date” shall mean the date of execution of this Contract by County and Contractor, as further specified in the Preamble to this Contract.

1.2.5 CONFIDENTIAL INFORMATION

The term “Confidential Information” shall have the meaning specified in Paragraph 5 (Confidentiality and Security) of this Contract.

1.2.6 CONTRACTOR; PALANTIR

The terms “Contractor” and “Palantir” shall have the meaning specified in the Preamble to this Contract.

1.2.7 CONTRACTOR PROPERTY

The term “Contractor Property” shall have the meaning specified in Paragraph 7.1 (Contractor Property) of this Contract.

1.2.8 CONTRACTOR'S PROJECT MANAGER

The term “Contractor’s Project Manager” shall mean the person identified in Paragraph 3 (Administration of Contract – Contractor) of Exhibit A (Standard Terms and Conditions) to this Contract.

1.2.9 CORE SOFTWARE

The term “Core Software” shall Contractor’s proprietary Gotham software, in object code format, including any updates, modifications, patches, and upgrades thereto that Contractor provides to County, for which County owns a perpetual license under the terms of the License Agreement, as listed in Part 1 (Core Software) of Exhibit C (Core Software and Application Schedule) to this Contract.

1.2.10 COUNTY

The term “County” shall have the meaning specified in the Preamble to this Contract.

1.2.11 COUNTY PROPERTY

The term “County Property” shall have the meaning specified in Paragraph 7.2 (County Property) of this Contract.

1.2.12 COUNTY'S PROJECT DIRECTOR

The term “County’s Project Director” shall mean the person identified in Paragraph 2 (Administration of Contract – County) of Exhibit A (Standard Terms and Conditions) to this Contract.

1.2.13 COUNTY'S PROJECT MANAGER

The term “County’s Project Manager” shall mean the person identified in Paragraph 2 (Administration of Contract – County) of Exhibit A (Standard Terms and Conditions) to this Contract.

1.2.14 COUNTY'S BUSINESS MANAGER

The term “County’s Business Manager” shall mean the person identified in Paragraph 2 (Administration of Contract – County) of Exhibit A (Standard Terms and Conditions) to this Contract.

1.2.15 EFFECTIVE DATE

The term “Effective Date” shall mean August 1, 2015, which is the start date of the Work under the Contract.

1.2.16 ERROR

The term “Error” shall mean an error in the Software that is diagnosed by Contractor personnel and which significantly degrades access to the Application. (Errors must be reproduced by the Contractor to diagnose the source of the error. This methodology helps to rule out “user-based errors and “user computer based” errors.)

1.2.17 ERROR CORRECTION

The term “Error Correction” shall mean the use of commercial best efforts to correct Errors.

1.2.18 FIX(ES)

The term “Fix(es)”, whether singular or plural, shall have the meaning specified in Exhibit D (Product Maintenance and Support).

1.2.19 HELPDESK

The term “Helpdesk” shall mean technical support assistance provided by Contractor via email, telephone, or other means to the County Project Manager or designee during Contractor’s Business Hours concerning the installation and used of the then current release of the Application Software and the Previous Sequential Release.

1.2.20 INTELLECTUAL PROPERTY

The term “Intellectual Property” shall have the meaning specified in Paragraph 7.3 (Intellectual Property) of this Contract.

1.2.21 JRIC

The term “JRIC” shall mean and refer to the “Joint Regional Intelligence Center”.

1.2.22 LICENSE

The term “License” shall have the meaning specified in Paragraph 6.2 (License) of this Contract.

1.2.23 LICENSE AGREEMENT

The term "License Agreement" shall mean and refer to any and all purchasing agreements between County and Contractor for County's licensing of Contractor’s proprietary Software that is maintained by Contractor under this Contract, including the License and Services Agreement dated August 1, 2011. To the extent there is any conflict between terms of the Contract and the License Agreement with respect to the License, the terms of the License Agreement shall prevail.

1.2.24 MAXIMUM CONTRACT SUM

The term "Maximum Contract Sum" shall have the meaning specified in Paragraph 1.5 (Maximum Contract Sum and Sales/Use Tax) of Exhibit A (Standard Terms and Conditions).

1.2.25 PATCH

The term “Patch” shall have the meaning set forth in Exhibit D (Product Maintenance and Support).

1.2.26 PREVIOUS SEQUENTIAL RELEASE

The term “Previous Sequential Release” shall mean an iteration or version of the Application Software which has been replaced by a subsequent release of the same Application Software. Notwithstanding anything else, a Previous Sequential Release will be supported by Contractor for at least a period of twelve (12) months after release of subsequent release.

1.2.27 SHERIFF

The term “Sheriff” shall have the meaning specified in the Preamble to this Contract.

1.2.28 SOFTWARE

The term “Software” shall mean Contractor’s proprietary Core Software, including all Application Software, and any bundled third party software licensed by Contractor to County pursuant to the License Agreement and maintained hereunder.

1.2.29 SOFTWARE UPDATE; UPDATE

The terms “Software Update” and “Update” shall mean any incremental improvement in features, functionality and/or usability to the Core Software, that may be released during Contractor’s normal course of development, including but not limited to Fixes, Major Releases, and any other Software updates provided or made available by Contractor to County.

1.2.30 STATE

The term “State” shall mean the State of California.

1.2.31 SYSTEM

The term “System” shall mean the Software, including Contractor’s proprietary Core Software and Application Software, all of which operate in a unified automated electronic environment.

1.2.32 SYSTEM DATA

The term "System Data" shall mean and refer to any or all of the following: (i) all data provided or made available to Contractor by County; (ii) all System data based on any such County data; and (iii) all publicly unconditionally available or non-proprietary System data.

1.2.33 TECHNICAL SUPPORT

The term “Technical Support” shall mean technical support assistance provided by Contractor via email, telephone or other means provided by Contractor to County's Project Manager or designee(s) during Contractor’s Business Hours concerning the installation and use of the then current release of the Software and the Previous Sequential Release thereof.

1.2.34 WORK

The term “Work” shall mean and refer to the Software Maintenance and Application Support products and services provided by Contractor to County under the terms of this Contract, as also specified in Exhibit D (Product Maintenance and Support) and elsewhere in the Contract.

1.2.35 WORKAROUND

The term “Workaround” shall mean a change in the procedures followed or data supplied by JRIC to avoid an Error without substantially impairing JRIC’s use of the Application Software.

2. SCOPE OF WORK

Pursuant to the provisions of this Contract, commencing upon the Effective Date, Contractor shall fully perform and provide all Work described herein at the applicable rates and prices specified in Exhibit B (Pricing Schedule).

2.1 MAINTENANCE AND SUPPORT

The Work provided by Contractor hereunder shall include maintenance and support of Contractor's proprietary Core Software, including the Application Software, licensed by Contractor for County's use, all as listed in Exhibit C (Core Software and Application Schedule) to this Contract, in accordance with the terms of the Contract, together with all Work specified in Exhibit D (Product Maintenance and Support).

2.2 ADDITIONAL RESPONSIBILITIES

2.2.1 INTENTIONALLY OMITTED

2.2.2 DATA MIGRATION SERVICES

Upon termination or expiration of this Contract, Contractor shall, at the request of County, assist County with exporting the System Data in a non-proprietary format (such as XML or similar format) as mutually agreed between the parties. The scope of work and fees for such services shall be mutually agreed between the parties and approved by the County's Chief Information Office and County Counsel. Data Migration Service fees may be added to the Contract only with an approved Amendment executed by the parties in accordance with Paragraph 4 (Change Notices and Amendments) of Exhibit A (Standard Terms and Conditions).

2.3 SECURITY CLEARANCE

Contractor and each of Contractor's staff (service technicians and/or engineers) assigned to provide Work under this Contract shall, prior to commencing such Work, complete a Department security clearance check prior to accessing any part of the Sheriff's Data Network (SDN).

Regardless of origin, the security clearance shall be reviewed annually by County, and access to JRIC property or data is revocable at any time with or without cause.

Contractor's employees providing Work under this Contract shall prominently display government provided picture-identification badges at all times while conducting business at any law enforcement facility, except as allowed otherwise by the JRIC in which case such Contractor employee shall be escorted by authorized JRIC personnel into the JRIC facility.

2.4 QUALITY CONTROL AND ERROR TRACKING

Contractor shall abide by the terms and conditions set forth in this Contract as to the quality of its Work. Contractor shall keep and maintain records of Errors utilizing an Error tracking system as described in Exhibit D (Product Maintenance and Support). Such records shall be provided to County's Project Manager or designee upon request.

Contractor's Project Manager shall meet with County's Project Manager as follows:

- a. quarterly (at minimum) to discuss project overview and maintenance issues; and
- b. as-needed, as determined by the Parties, to discuss other issues.

Contractor shall maintain a complete Error tracking system. Within the tracking system, Contractor shall maintain a record of all reported Application Errors covered under this Contract, which shall minimally include:

- c. Dates and times Errors are reported;

- d. Application name;
- e. Level of Error;
- f. Description of Error; and
- g. Dates and times Errors are resolved.

Contractor shall, upon request, provide County Project Manager with any requested information regarding Errors from the Error tracking system.

2.5 EXCLUSIONS

Unless otherwise specified herein or agreed to by the parties, the following items are excluded from Work under the Contract:

- a. the procurement of additional product from Contractor or any third party;
- b. the design, development or implementation of new Applications and data integrations not already listed in Exhibit C (Core Software and Application Schedule);
- c. the enhancement of any existing Application to capture data, data sources, display information or execute analytical functions, etc., not currently part of the subject Application, except to the extent included in updates made generally available by Contractor or covered under a separate contract; and
- d. any other consulting (coding, query building, etc.), configuration, implementation, interface development or enhancements thereto, not specifically outlined in this Contract.

3. **PAYMENT TERMS**

3.1 FEES

Contractor shall, during the term of this Contract, provide to County all Work in exchange for County's payment of the applicable Fees in accordance with and as set forth in Exhibit B (Pricing Schedule). Maintenance Fees will be paid by County to Contractor commencing upon the Contract Date of the Contract through the end of the Initial Term and thereafter through the Extension Option(s) to the extent exercised by County and shall not exceed the amounts specified in such Exhibit B (Pricing Schedule).

3.2 INVOICING

Contractor shall invoice County in advance (i) upon the Contract Date through the end of the Initial Term, and (ii) then annually in advance during any County exercised Extension Option(s), all in accordance with Exhibit B (Pricing Schedule), as elected and instructed by County. All invoices and supporting documentation for this Contract shall be submitted to County's Project Manager identified in Paragraph 2 (Administration of Agreement – County) of Exhibit A (Standard Terms and Conditions) to this Contract.

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

Provided that Contractor is not in default under any provision of this Contract, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed. 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 Work for which payment is sought, nor shall it entitle Contractor to impose monetary interest on any late payment.

3.3 COUNTY'S RIGHT TO WITHHOLD PAYMENT

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

4. **TERM AND TERMINATION**

4.1 TERM

The term of this Contract shall commence upon the Effective Date and shall continue through May 31, 2017 (hereinafter "Initial Term"). County, at its sole option, may renew the Contract for one (1) year through May 31, 2018 and then for an additional twelve (12) months through May 31, 2019, on a month-to-month basis (collectively hereinafter "Extension Options") upon written notice to Contractor, no later than 30 days prior to the expiration of the of the Initial Term of the Contract, of its election to exercise its Extension Option(s). Upon such election, the Contract shall continue through May 31, 2019, unless County provides to Contractor a 30-day notice prior to expiration of the Initial Term or the then-current Extension Option, as applicable, of its election not to exercise the remaining Extension Option(s). The Work hereunder shall be provided during the Extension Options at the fees and rates not exceeding those set forth in Exhibit B (Pricing Schedule), to the extent County exercises any of its Extension Option(s) beyond the Initial Term.

Should County elect not to renew the Contract beyond the Initial Term, the Contract shall expire on May 31, 2017. Notwithstanding any other provision of this Contract, County has no obligation to extend the Contract beyond the Initial Term ending on May 31, 2017 or beyond the then-current Extension Option, as applicable.

Notwithstanding the term of the Contract, the parties' obligations with respect to Confidential Information set forth in this Contract and Paragraph 5.1 (Confidential Information) shall survive the termination or expiration of the Contract.

4.2 TERMINATION FOR DEFAULT

County may, by written notice to Contractor, terminate this Contract if Contractor has failed to comply with the material provisions of this Contract, including by failing to comply with the requirements of Exhibit D (Product Maintenance and Support) or by failing to provide the Work as required under this Contract at the prices set forth herein in accordance with the terms of the Contract, and failed to correct such material breach within thirty (30) days of receipt of written notice from County of such breach, or within any such greater period as mutually agreed to by the parties.

4.3 TERMINATION FOR CONVENIENCE

This Contract may be terminated, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent.

4.4 TERMINATION FOR INSOLVENCY

County may terminate this Contract upon insolvency of Contractor; the filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days; the appointment of a receiver or trustee for Contractor; or the execution by Contractor of an assignment for the benefit of creditors.

4.5 EFFECT OF TERMINATION

Upon any termination of this Contract:

- 4.5.1 Except as otherwise set forth elsewhere in the Contract, all rights and obligations of the parties under this Contract will be extinguished. Notwithstanding the foregoing, the rights and obligations under Paragraph 5 (Confidentiality) as it relates to Confidential Information and Paragraph 8 (Warranties) shall survive the termination of the Contract;
- 4.5.2 County will pay all unpaid and outstanding fees through the effective date of termination or expiration of the Contract;
- 4.5.3 Contractor shall stop performance of all Work under this Contract on the effective date of termination;
- 4.5.4 Contractor shall deliver to County all Work as required under this Contract up to the effective date of termination;
- 4.5.5 Contractor shall return to County all fee paid by County in advance and unearned by Contractor in accordance with the terms of this Contract;
- 4.5.6 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be reasonably prescribed by County, Contractor's termination claim and invoice for outstanding fees owed by County to Contractor under this Contract promptly and in no event later than thirty (30) days from the effective date of termination;
- 4.5.7 Contractor understands and agrees that County has obligations that cannot be satisfied without the use of the Work provided by Contractor hereunder or an equivalent service. Therefore, Contractor agrees that, in the event of any termination of this Contract, Contractor shall cooperate with County in the migration of System data pursuant to Paragraph 2.2.2 (Data Migration Services) herein.

Furthermore, in the event, upon termination of the Contract, the Work is to be replaced by another service (such replacement contractor must be under confidentiality obligations at least as restrictive as those set forth herein as to Confidential Information), Contractor shall assist County in transitioning the Work as mutually agreed between the parties toward the end that there be no interruption of County's day-to-day operations due to the unavailability of the Work during such transition. Upon written notice to Contractor, Contractor shall allow County or a selected replacement contractor a reasonable transition period, as mutually agreed upon by the parties, for the orderly turnover of Work without additional cost to County; and

- 4.5.8 Contractor shall delete all System data and all County data and/or information from Contractor owned, leased or rented storage equipment pursuant to Paragraph 12 (Data Destruction) of this Contract.

5. CONFIDENTIALITY AND SECURITY

5.1 CONFIDENTIAL INFORMATION

5.1.1 As used in this Contract, “Confidential Information” refers to all information and material which originated within the disclosing party and was required to complete a project or business effort identified as confidential by the disclosing party whether in electronic, hard copy or other form provided during the course of the performance of the Work, including without limitation, (i) the disclosing party's information and material relating to the business of the disclosing party and the disclosing party's customers, the disclosing party's past, future and present business plans, (ii) the disclosing party's financial, health or other personal information, (iii) the disclosing party's identified trade secrets, and (iv) any of the disclosing party's information which is not generally available to the public.

In addition, County's Confidential Information also includes any and all (i) data and information provided or otherwise made available by County to Contractor for performance of Work hereunder; (ii) County data or information accessible by Contractor as a result of the Work; (iii) data and information generated based on County data in the performance of Work under the Contract; and (iv) all information identified elsewhere in this Contract as County's Confidential Information. Contractor's Confidential Information also includes any and all Software, Core Software, Application Software, and technical specification documentation related to any of the foregoing, as well as all information identified elsewhere in this Contract as Contractor's Confidential Information.

Notwithstanding the foregoing, in order for any of Contractor's information not explicitly identified in this Contract as Confidential Information to be deemed Confidential Information, any such information must be specifically identified by Contractor to County as proprietary or confidential by plainly and prominently marking it as “PROPRIETARY” or “CONFIDENTIAL”, as applicable.

5.1.2 Confidential Information does not include information which (i) is legally known to the receiving party prior to disclosure by the disclosing party under this Contract; (ii) is legally and independently developed or discovered by the receiving party; (iii) is or becomes publicly known through no wrongful act of the receiving party; (iv) is legally received from a third party; or (v) is approved for public release by the disclosing party's prior authorization.

5.2 DISCLOSURE

5.2.1 PROTECTION OF CONFIDENTIAL INFORMATION

Subject to the applicable confidentiality provisions set forth in the License Agreement, the receiving party agrees to keep confidential and not to use or disclose to any third party, any Confidential Information, without the prior written consent of the disclosing party, provided, however, Contractor may use and/or disclose Confidential Information (i) as required in the performance of the Work; or (ii) pursuant to applicable law, regulation or court order. Furthermore, the receiving party will safeguard the Confidential Information with at least the same degree of diligence one employs with respect to their own property and proprietary and/or confidential information.

Notwithstanding any other provision of this Contract, County shall not be obligated in any way to Contractor under this Contract for (i) any disclosure which County is required to make under the California Public Records Act or otherwise by law; or (ii) any Contractor's proprietary and/or confidential materials not plainly and prominently marked as such with

restrictive legends even if Contractor considers such materials as Confidential Information, except for such information explicitly identified as Contractor's Confidential Information under this Contract.

5.2.2 COUNTY'S CONFIDENTIAL INFORMATION

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor from County or as a result of Contractor's involvement in this Contract (hereinafter collectively for purposes of this Paragraph 5.2.2 "information"), Contractor shall: (i) not use any such information for any purpose whatsoever other than for carrying out the express terms of this Contract; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Contract, 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 Contract, to the extent such information in Contractor's possession, return all such information to County or maintain such information according to the written procedures provided to Contractor by County for this purpose.

5.3 SECURITY

5.3.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work hereunder utilizing security technologies and techniques in accordance with the industry standards, Contractor's standard practices for similarly situated customers and applicable County security policies, procedures and requirements provided by County to Contractor, included in this Contract or otherwise required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

5.3.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons whose personally identifiable information is included in the System Data. Contractor shall protect, secure and keep confidential all such System Data in compliance with all applicable federal, state and local laws, rules, regulations and ordinances, as well as those publicly known guidelines and directives specifically made available by County to Contractor, 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 personally identifiable information. Further, Contractor shall take all reasonable actions necessary to protect all such System Data in its possession, custody or control from loss or damage by any cause, including electronic theft or other electronic catastrophe. Contractor shall not use any such System Data for any other purpose or reason other than to fulfill its obligations under the Contract.

5.3.3 DISCLOSURE OF SECURITY BREACH

Contractor agrees to fully disclose in a diligent timely manner to County any breaches in security that have or may result in unauthorized intrusions into Contractor's computer system or premises that would impact County. For the purposes of this Contract, a "diligent timely manner" shall mean within forty-eight (48) hours of the discovery of such a breach. Contractor shall take reasonable corrective actions to respond to such intrusions and keep County informed of the status of such actions in compliance with the applicable law with

regards to security breaches. Contractor shall make reasonable effort to immediately notify County's Project Director, or if unavailable, County's Project Manager.

5.4 DATA DESTRUCTION

Contractor(s) and vendor(s) that have maintained, processed or stored System or County data and/or information on Contractor's purchased, leased, or rented electronic storage equipment, whether implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*, which may be found at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The System and County data and information have a Security Categorization of Moderate to High. Contractor will comply with the NIST standards by validating that the proper method of Sanitization (disposal, clearing, purging) is performed.

Such data and/or information may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within or outside Los Angeles County. Upon the termination or expiration of this Contract, County must receive within twenty (20) Business Days a signed document from Contractor which certifies and validates that the data and information were placed in one or more of the following storage conditions: unusable; unreadable; indecipherable.

Upon the termination or expiration of this Contract, Contractor shall certify that all System and County data and/or information stored on Contractor purchased, leased or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers and/or workstations, are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within twenty (20) Business Days, validating that any and all such System or County data and/or information were destroyed and are unusable, unreadable and/or undecipherable.

5.5 REMEDIES

The parties recognize and agree that a breach of this Paragraph 5 may result in irreparable injury to County or a third party, for which there is no adequate remedy at law. Thus, it is agreed by both parties that the non-breaching party shall be entitled, in addition to any other remedies that are available, to seek injunctive relief to enforce the provisions of this Paragraph 5.

5.6 INDEMNIFICATION

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County from and against any and all loss, damage, liability and expense, including, but not limited to, reasonable defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from any unauthorized disclosure of County's Confidential Information protected by applicable data privacy laws by Contractor, its officers, employees or agents in violation of Paragraph 5 up to any limit set forth in and subject to the provisions of Paragraph 26 (Indemnification) of Exhibit A (Standard Terms and Conditions).

5.7 SURVIVAL

The provisions of this Paragraph 5 shall survive the termination of this Contract.

6. OWNERSHIP AND LICENSE

6.1 OWNERSHIP

6.1.1 Contractor acknowledges that County owns all hardware equipment previously provided under separate purchase agreements by Contractor to County, including hardware equipment with installed software. For the avoidance of doubt, County has no ownership rights as to the Core Software and Application Software.

6.1.2 County shall retain ownership of all County owned network equipment; while Contractor, or the rightful owner, shall retain ownership of the Software provided by Contractor to County.

6.1.3 The Software licensed by Contractor to County pursuant to the License Agreement, including Contractor's proprietary Core Software and Application Software, and any bundled third-party software and System environment software, is and shall remain the property of Contractor or any rightful third-party owner, with which all proprietary rights shall reside.

6.2 LICENSE

Contractor acknowledges and agrees that County has been provided by Contractor a non-exclusive, perpetual license under the License Agreement for the Software (hereinafter "License"), which includes, among others, terms governing County's right to use such Software, County's rights to the use of such Software, Contractor's obligation to indemnify County in the event of intellectual property infringement claims against County and applicable Software warranties.

6.3 SYSTEM DATA

All System Data and/or information or output containing or reflecting County data (i) provided by County to Contractor, (ii) accessible by Contractor, or (iii) generated by County, Contractor or the System, prior to, during and/or subsequent to Contractor's performance of Work under the Contract, is and shall remain the property of County, without limitation.

7. PROPRIETARY CONSIDERATIONS

7.1 CONTRACTOR PROPERTY

All Intellectual Property which is owned by, in the possession of, or proprietary to Contractor prior to the Effective Date of this Contract, including the Software that is proprietary to Contractor (hereinafter "Contractor Property"), shall remain exclusively the property of Contractor. For the avoidance of doubt, Contractor Property includes all Confidential Information it discloses under this Contract, as well as the Core Software and Application Software, including any updates, modifications, patches, and upgrades thereto that Contractor provides to County, and any technical specification documentation thereto. County shall retain a perpetual License to use such Software pursuant to the License Agreement.

7.2 COUNTY PROPERTY

County shall retain ownership of its Confidential Information under this Contract (hereinafter, individually or collectively, "County Property"). Notwithstanding anything to the contrary in this Contract, County Property includes all System Data and information that

is based on County or County provided data. Upon completion of Work under this Contract, in addition to Contractor's obligations under Paragraph 5.4 (Data Destruction) of this Contract, Contractor shall permanently delete all County Property from all of its systems and shall return the original media provided by County, if any, back to County. During the term of the Contract and thereafter, Contractor shall not resell, copy or otherwise distribute by any means any of County Property, except as otherwise may be necessary for purposes of performing Work under the Contract.

7.3 **INTELLECTUAL PROPERTY**

The term "Intellectual Property" for purposes of this Contract shall mean and refer to all methods, inventions, whether or not patentable, software, software code, firmware, modules, routines, systems, programs, specifications, technical specifications, products, whether or not functional, patents, copyrights, trademarks, service marks, trade names, trade secrets, materials and methodologies, trade dress, and any other protectable form of intellectual property.

8. **WARRANTIES**

8.1 **WORK WARRANTIES**

Contractor represents and warrants that:

The Work will be of good workmanship quality and will be performed in accordance with all documentation and specifications set forth herein and shall conform to reasonable commercial standards as they exist in Contractor's profession or field of practice.

If Contractor's Work provided under the Contract fails to conform to the standards and warranties under this Paragraph 8, upon notice from County specifying the failure of performance, Contractor shall, in addition to any other remedies available to County under the Contract, correct any data in which (and to the extent that) errors have been caused by Contractor, any of the Work provided hereunder or any of the tools utilized by Contractor for the purpose of providing Work hereunder, including by re-performing the Work in accordance with Exhibit D (Product Maintenance and Support).

8.2 **WARRANTY PASS-THROUGH**

Contractor shall pass through to County to the fullest extent possible all of Contractor's rights and remedies, including any applicable warranty or indemnity, from any manufacturer of any third party product that was previously provided to County by Contractor under any prior agreement with County, including hardware and any third party software provided to County by Contractor under any prior agreement with County.

9. **AUTHORITY**

The parties represent on their own behalf: (i) they have full power and authority to enter into and perform this Contract; (ii) there is no contract, promise or undertaking that would prevent the full execution and performance of this Contract; and (iii) the persons executing this Contract are duly authorized to do so and have the authority to bind their respective principals.

10. **CONSTRUCTION**

If any part of this Contract or any other Contract entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be

deemed inapplicable and deemed omitted to the extent deemed so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. All headings contained in this Contract are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Contract or any provisions hereof and should not be considered in interpreting this Contract. In this Contract, the use of any gender shall be deemed to include the other gender, and the use of the singular shall include the plural, wherever it appears appropriate from the context. This Contract shall not be construed against either party as the drafter as the parties agree that each participated equally in the negotiation and drafting of this Contract.

11. NOTICES

Unless otherwise specifically provided in this Contract, every notice or other communications required or permitted under this Contract shall be valid only if in writing and shall be delivered either by personal delivery; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to County: County of Los Angeles
Sheriff's Department
Attn: Chief, Special Operations Division
211 West Temple Street, 7th Floor East
Los Angeles, California 90012

If to Contractor: Palantir Technologies Inc.
100 Hamilton Ave. Suite 300
Palo Alto, California 94301
Phone: (650) 815-0200
Attn: Matt Long

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

COUNTY:
SHERIFF'S DEPARTMENT

By _____
JIM MCDONNELL, Sheriff

CONTRACTOR:
PALANTIR TECHNOLOGIES, INC.

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel

EXHIBIT A
STANDARD TERMS AND CONDITIONS
TO
CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
PALANTIR TECHNOLOGIES INC.
FOR
SOFTWARE MAINTENANCE AND APPLICATION SUPPORT

TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
1.	INVOICES AND PAYMENTS.....	1
1.1	INVOICES	1
1.2	SUBMISSION OF INVOICES	1
1.3	INVOICE DETAIL	1
1.4	PAYMENTS.....	2
1.5	MAXIMUM CONTRACT SUM AND SALES/USE TAX.....	2
1.6	COUNTY APPROVAL OF INVOICES	2
1.7	COUNTY’S RIGHT TO WITHHOLD PAYMENT	3
1.8	NO PAYMENT FOR WORK PROVIDED FOLLOWING EXPIRATION / TERMINATION OF CONTRACT.....	3
2.	ADMINISTRATION OF CONTRACT – COUNTY.....	3
2.1	COUNTY’S ADMINISTRATION.....	3
2.2	COUNTY PROJECT DIRECTOR.....	3
2.3	COUNTY PROJECT MANAGER.....	3
2.4	COUNTY BUSINESS MANAGER.....	4
3.	ADMINISTRATION OF CONTRACT – CONTRACTOR.....	4
3.1	CONTRACTOR’S ADMINISTRATION.....	4
3.2	CONTRACTOR PROJECT MANAGER	4
3.3	APPROVAL OF CONTRACTOR’S STAFF.....	4
3.4	BACKGROUND AND SECURITY INVESTIGATIONS	5
3.5	CONTRACTOR’S STAFF IDENTIFICATION	5
4.	CHANGE NOTICES AND AMENDMENTS	5
5.	ASSIGNMENT AND DELEGATION.....	6
6.	AUTHORIZATION WARRANTY.....	6
7.	BUDGET REDUCTIONS	7
8.	COMPLIANCE WITH APPLICABLE LAWS.....	7
9.	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	7
10.	COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM	7
10.1	JURY SERVICE PROGRAM.....	7
10.2	WRITTEN EMPLOYEE JURY SERVICE POLICY	7
11.	CONFLICT OF INTEREST.....	8

12.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	9
13.	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	9
14.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	9
14.1	RESPONSIBLE CONTRACTOR	9
14.2	CHAPTER 2.202 OF THE COUNTY CODE	9
14.3	NON-RESPONSIBLE CONTRACTOR	9
14.4	CONTRACTOR HEARING BOARD	10
14.5	SUBCONTRACTORS OF CONTRACTOR.....	10
15.	CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	11
16.	CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM	11
17.	CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	11
18.	COUNTY’S QUALITY ASSURANCE PLAN	11
19.	DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS	12
20.	EMPLOYMENT ELIGIBILITY VERIFICATION	12
21.	FACSIMILE OR E-MAILED REPRESENTATIONS	12
22.	FAIR LABOR STANDARDS	12
23.	FORCE MAJEURE	13
24.	GOVERNING LAW AND VENUE	13
25.	INDEPENDENT CONTRACTOR STATUS.....	13
26.	INDEMNIFICATION.....	14
27.	INSURANCE.....	14
27.1	GENERAL INSURANCE REQUIREMENTS	14
27.2	EVIDENCE OF COVERAGE AND NOTICE TO COUNTY	14
27.3	ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE	15
27.3.1	Cancellation of or Changes in Insurance	15
27.3.2	Failure to Maintain Insurance	15
27.3.3	Insurer Financial Ratings	15
27.3.4	Contractor’s Insurance Shall Be Primary	16
27.3.5	Waivers of Subrogation	16
27.3.6	Subcontractor Insurance Coverage Requirements	16
27.3.7	Deductibles and Self-Insured Retentions (SIRs)	16

27.3.8 Claims Made Coverage..... 16

27.3.9 Application of Excess Liability Coverage 16

27.3.10 Separation of Insureds..... 16

27.3.11 Alternative Risk Financing Programs..... 16

27.3.12 County Review and Approval of Insurance Requirements..... 17

27.4 INSURANCE COVERAGE REQUIREMENTS..... 17

27.4.1 General Liability 17

27.4.2 Automobile Liability..... 17

27.4.3 Workers’ Compensation And Employers’ Liability 17

27.4.4 Technology Errors and Omissions..... 17

27.4.5 Privacy/Network Security (Cyber) Liability Coverage 18

28. MOST FAVORED PUBLIC ENTITY 18

29. NONDISCRIMINATION AND EQUAL EMPLOYMENT..... 18

30. NON-EXCLUSIVITY 19

31. NOTICE OF DELAYS..... 19

32. NOTICE OF DISPUTES 19

33. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 19

34. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 19

35. PUBLIC RECORDS ACT 20

36. PUBLICITY 20

37. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT..... 20

38. RECYCLED BOND PAPER..... 21

39. SUBCONTRACTING 21

40. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM..... 22

41. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX PROGRAM..... 22

42. TERMINATION FOR IMPROPER CONSIDERATION..... 22

43. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE..... 23

44. TERMINATION FOR NON-APPROPRIATION OF FUNDS 23

45. VALIDITY 23

46. WAIVER..... 23

47. WARRANTY AGAINST CONTINGENT FEES..... 23

48. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF
FUTURE RFPS..... 23

49. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES 24

50. PROHIBITION AGAINST INDUCEMENT AND PERSUASION..... 24

51. TIME OFF FOR VOTING 24

EXHIBIT A
STANDARD TERMS AND CONDITIONS
TO
CONTRACT
FOR
SOFTWARE MAINTENANCE AND APPLICATION SUPPORT

These County's standard terms and conditions (hereinafter "Standard Terms and Conditions"), attached to the Contract as Exhibit A (Standard Terms and Conditions), are part of and are incorporated by reference into the Contract. Any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to such terms in Paragraph 1.3 (Definitions) of the Base Contract. Furthermore, any references to Paragraph numbers herein are made to Paragraphs in this Exhibit A, unless specified otherwise.

The following Attachments are attached to this Exhibit A and are part of and are incorporated by reference into these Standard Terms and Conditions:

- ATTACHMENT A.1 Contractor's EEO Certification
- ATTACHMENT A.2 Jury Service Ordinance
- ATTACHMENT A.3 Safely Surrendered Baby Law
- ATTACHMENT A.4 Defaulted Property Tax Reduction Program Ordinance

1. INVOICES AND PAYMENTS

1.1 INVOICES

Contractor shall invoice County only for providing the Software Maintenance and Application Support goods and services (hereinafter "Work") to County's Joint Regional Intelligence Center (hereinafter "JRIC") specified as specified in the Contract, including Exhibit D (Product Maintenance and Support), and in any properly executed Change Notices or Amendments. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. County's payments to Contractor for all Work shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in an executed Change Notice or Amendment, Contractor shall be paid annually, in advance, only for the Work approved and accepted for the upcoming year in writing by County. If County does not approve and accept any Work in writing for the upcoming year, no payment shall be due to Contractor for that Work.

1.2 SUBMISSION OF INVOICES

Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information describing the Work for which payment is claimed. Contractor's invoiced amounts shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.

1.3 INVOICE DETAIL

Contractor shall submit all invoices to County's Project Manager with a copy to the Division Budget Representative for the Department's Special Operations Division, within thirty (30)

calendar days of the Contract anniversary date, invoiced at the addresses set forth in Paragraph 2 (Administration of Contract – County) of this Exhibit A. The invoices shall be in a form approved by County’s Project Director and shall meet the following requirements:

- (a) The Contract Name and Number, as applicable.
- (b) Contractor’s Name, address and phone number.
- (c) The number(s) and description of the Work being invoiced, in conformance with both the Contract and Exhibit D (Product Maintenance and Support).
- (d) The price of the Work for which payment is claimed.
- (e) If applicable, the date of written approval by County of such Work.
- (f) Indication of any applicable credits due County under the terms of this Contract or reversals thereof.
- (g) Any other information required by County.

1.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Contract, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed. 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 Services for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.

1.5 MAXIMUM CONTRACT SUM AND SALES/USE TAX

The Maximum Contract Sum for the term of this Contract, pursuant to Exhibit B (Pricing Schedule) to this Contract, shall not exceed NINE MILLION, THREE HUNDRED TWENTY FOUR THOUSAND, SIX HUNDRED FORTY THREE DOLLARS AND THIRTY THREE CENTS (\$9,324,643.33) and 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 for the Work provided by Contractor to County pursuant to or otherwise due as a result of this Contract. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract 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.

1.6 COUNTY APPROVAL OF INVOICES

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

1.7 COUNTY’S RIGHT TO WITHHOLD PAYMENT

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

1.8 NO PAYMENT FOR WORK PROVIDED FOLLOWING EXPIRATION / TERMINATION OF CONTRACT

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

2. ADMINISTRATION OF CONTRACT – COUNTY

2.1 COUNTY’S ADMINISTRATION

No member of County’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 4 (Change Notices and Amendments). For purposes of the Contract, "County's Administration" shall mean and refer to the personnel identified in this Paragraph 2 below. Unless otherwise specified, reference to each of the persons identified below shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown therein.

2.2 COUNTY'S PROJECT DIRECTOR

County’s Project Director is responsible for providing executive oversight of the JRIC operations. The County Project Director provides executive oversight of the Department’s fiduciary responsibilities to JRIC. County's Project Director is:

Chief, Special Operations Division
Los Angeles County Sheriff
211 West Temple Street
7th Floor East
Los Angeles California 90012
213-229-2205

2.3 COUNTY'S PROJECT MANAGER

County’s Project Manager will be responsible for providing technology and procurement oversight of the Joint Regional Intelligence Center (JRIC) operations. The County Project Manager is the central point of contact for Contractor, including Contractor’s Project Manager. County’s Project Manager shall have full authority to review Contractor’s performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County’s Project Manager will on a regular basis interface with Contractor’s Project Manager. County's Project Manager is:

Information Technology Specialist
Data Systems Bureau
562-xxx-xxxx

2.4 COUNTY'S BUSINESS MANAGER

County's Business Manager is responsible for managing day-to-day business operations of the JRIC. The County Business Manager is responsible for ensuring that the technical, business and operational needs of the JRIC are met. County's Business Manager is:

Sergeant: JRIC Operations
323-243-7358

3. ADMINISTRATION OF CONTRACT – CONTRACTOR

3.1 CONTRACTOR'S ADMINISTRATION

No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 4 (Change Notices and Amendments). For purposes of the Contract, "Contractor's Administration" shall mean and refer to the personnel identified in this Paragraph 3 below. Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

3.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor's performance of all Work under this Contract and ensuring Contractor's compliance with this Contract. Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract.

Contractor shall staff one (1) dedicated Contractor's Project Manager to oversee all Work rendered pursuant to this Contract. Contractor's Project Manager is:

Jocelyn Rivero
985-778-6410

Contractor shall ensure that the Contractor's Project Manager is able to receive telephonic and electronic communication from the JRIC, as needed. Contractor's Project Manager shall act as the central point of contact with the JRIC, including County's Project Manager and County's Project Director. If Contractor's Project Manager changes during the term of the Contract, Contractor shall provide written notice to County's Project Manager.

3.3 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall provide qualified personnel to provide Work under the Contract. Contractor shall maintain sufficient staff assigned to this Contract to satisfy the Work requirements hereunder, including those set forth in Exhibit D (Product Maintenance and Support). County recognizes Contractor's assigned staffing levels as "sufficient", provided all Work is executed in a manner consistent with the terms articulated throughout the Contract.

County has the absolute right to approve or disapprove any member of Contractor's Administration providing Work under the Contract.

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

For any change affecting Contractor's Administration or Contractor's project personnel, Contractor shall submit to County's Project Manager, written notification of the change.

3.4 BACKGROUND AND SECURITY INVESTIGATIONS

Each of Contractor's or subcontractor's staff performing Work under this Contract who is in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Work under this Contract as set forth in Paragraph 2.3 (Security Clearance) of the Base 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 Contractor, regardless if the member of Contractor's or subcontractor's staff passes or fails the background investigation.

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

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

Disqualification, if any, of Contractor's or 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 Contract.

3.5 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing Work under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company, except as set forth in Paragraph 2.3 (Security Clearance) of the Base Contract. Such badge shall display on employee's person at all times he/she is on County designated property, except as set forth in Paragraph 2.3 (Security Clearance) of the Base Contract.

4. CHANGE NOTICES AND AMENDMENTS

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

- 4.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's and Contractor's authorized representatives.
- 4.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s).
- 4.4 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Director.

5. ASSIGNMENT AND DELEGATION

- 5.1 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 5.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 5.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment formally approved and executed by the parties.
- 5.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6. AUTHORIZATION WARRANTY

Contractor represents and warrants that (i) Contractor has full power and authority to enter into and perform this Contract; (ii) the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract that all requirements of Contractor have been fulfilled to provide such actual authority.

7. BUDGET REDUCTIONS

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

8. COMPLIANCE WITH APPLICABLE LAWS

8.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, as well as those directives, guidelines, policies and procedures that are specifically made available by County to Contractor, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.2 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, reasonable 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 pursuant to the provisions of Paragraph 26 (Indemnification).

9. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

10. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

10.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment A.2 (Jury Service Ordinance) and incorporated herein by reference.

10.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

Unless Contractor has demonstrated to County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that

provides that its Employees shall receive from Contractor, on an annual basis, no less than five (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.

For purposes of this Paragraph 10, “Contractor” means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 10. The provisions of this Paragraph 10 shall be inserted into any such subcontract Contract, and a copy of the Jury Service Program shall be attached to the Contract.

If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

Contractor’s violation of this Paragraph 10 may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

11. CONFLICT OF INTEREST

- 11.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County’s approval or ongoing evaluation of such work.
- 11.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a

complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 11 shall be a material breach of this Contract.

12. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

13. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

13.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates. In the event that both the laid-off County employees and the GAIN/GROW participants are available for hiring, County employees shall be given first priority.

14. CONTRACTOR RESPONSIBILITY AND DEBARMENT

14.1 RESPONSIBLE CONTRACTOR

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

14.2 CHAPTER 2.202 OF THE COUNTY CODE

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

14.3 NON-RESPONSIBLE CONTRACTOR

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor’s quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a

lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

14.4 CONTRACTOR HEARING BOARD

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

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

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

If Contractor has been debarred for a period longer than five (5) years, that 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 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.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (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.

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

14.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 14 shall also apply to subcontractors of County contractors.

15. CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County’s policy to encourage all County Contractors to voluntarily post County’s “Safely Surrendered Baby Law” poster in a prominent position at Contractor’s place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. County’s Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

16. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

17. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

18. COUNTY’S QUALITY ASSURANCE PLAN

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

19. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 19.1 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.
- 19.2 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.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- 20.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 20.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

21. FACSIMILE OR E-MAILED REPRESENTATIONS

County and Contractor hereby agree to regard facsimile or e-mailed representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 4 (Change Notices and Amendments) and elsewhere in the Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile or e-mailed transmissions of such documents with subsequent (non-facsimile or non-emailed) transmission of “original” versions of such documents.

22. FAIR LABOR STANDARDS

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

23. FORCE MAJEURE

- 23.1 Neither party shall be liable for such party’s failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 23 as “force majeure events”).
- 23.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 23, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 23.3 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.

24. GOVERNING LAW AND VENUE

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

25. INDEPENDENT CONTRACTOR STATUS

- 25.1 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.
- 25.2 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.
- 25.3 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.

25.4 Contractor shall adhere to the provisions stated in Paragraph 5 (Confidentiality and Security) of the Base Contract.

26. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter "County Indemnitees") from and against any and all liability, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Contractor's operations, goods and/or commodities or services provided hereunder.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 26 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.

27. INSURANCE

27.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 27, including Paragraph 27.4 (Insurance Coverage Requirements). These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

27.2 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 that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

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

Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be

construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to County's Project Manager at the address set forth herein.

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.

27.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

27.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

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

27.3.2 FAILURE TO MAINTAIN INSURANCE

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

27.3.3 INSURER FINANCIAL RATINGS

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

27.3.4 CONTRACTOR’S INSURANCE SHALL BE PRIMARY

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

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

27.3.6 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

27.3.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor’s policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate 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.

27.3.8 CLAIMS MADE COVERAGE

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

27.3.9 APPLICATION OF EXCESS LIABILITY COVERAGE

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

27.3.10 SEPARATION OF INSUREDs

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

27.3.11 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor’s 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.

27.3.12 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

27.4 **INSURANCE COVERAGE REQUIREMENTS**

27.4.1 GENERAL LIABILITY

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as additional insureds, 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

27.4.2 AUTOMOBILE LIABILITY

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

27.4.3 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$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.

27.4.4 TECHNOLOGY ERRORS AND OMISSIONS

Technology Errors & Omission Insurance. Contractor shall include County and its agents as an additional insured, and including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, and for violation of software copyright, with limits of not less than \$1 million per occurrence/claim. Technology services should at a minimum include (1) systems analysis, (2) system 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 input, and any other services provided by the vendor with limits not less than \$2 million aggregate.

27.4.5 PRIVACY/NETWORK SECURITY (CYBER) LIABILITY COVERAGE

Privacy/Network Security (Cyber) Liability Coverage. Contractor shall include County and its agents as an additional insured, and providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (2) system breach, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, (5) unauthorized access to or use of computer systems with limits not less than \$3 million per claim and in the aggregate. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

28. 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 County.

29. NONDISCRIMINATION AND EQUAL EMPLOYMENT

- 29.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 29.2 Contractor shall certify to, and comply with, the provisions of Attachment A.1 (Contractor's EEO Certification).
- 29.3 Contractor shall take equal employment action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 29.4 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.
- 29.5 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.
- 29.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 29 when so requested by County.

- 29.7 If County finds that any provisions of this Paragraph 29 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 29.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 30. NON-EXCLUSIVITY**
- Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 31. NOTICE OF DELAYS**
- Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.
- 32. NOTICE OF DISPUTES**
- Contractor shall bring to the attention of County’s Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County’s Project Manager is not able to resolve the dispute, the Director or designee shall resolve it.
- 33. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**
- Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.
- 34. 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment A.3 (Safely Surrendered Baby Law) and is also available on the Internet at www.babysafela.org for printing purposes.

35. PUBLIC RECORDS ACT

- 35.1 Any documents submitted by Contractor; all information obtained in connection with County’s right to audit and inspect Contractor’s documents, books and accounting records pursuant to Paragraph 37 (Record Retention and Inspection/Audit Settlement) of this Contract become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential” or “proprietary”. County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential” or “proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

36. PUBLICITY

- 36.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:
- Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County’s Project Manager or designee. County shall not unreasonably withhold written consent.
- 36.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 36 shall apply.

37. 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 (5) years thereafter unless County’s written permission is given to dispose of any such material prior to such time.

- 37.1 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 thirty (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).
- 37.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 37 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of 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 as mutually agreed upon, 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.

38. RECYCLED BOND PAPER

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

39. SUBCONTRACTING

- 39.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County’s request:
- (a) A description of the Work to be performed by the subcontractor;
 - (b) A draft copy of the proposed subcontract; and
 - (c) Other pertinent information and/or certifications requested by County.
- 39.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 39.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County’s approval of Contractor’s proposed subcontract.
- 39.5 County’s consent to subcontract shall not waive County’s right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Work under this Contract. Contractor is responsible to notify its subcontractors of this County right.

- 39.6 County's Project Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Work performed hereunder, notwithstanding County's consent to subcontract.
- 39.8 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract and shall ensure delivery of all such documents to the County's Project Manager before any subcontractor employee may perform any Work hereunder.

40. 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 16 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract for default and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 17 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) 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.

42. TERMINATION FOR IMPROPER CONSIDERATION

- 42.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 42.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

43. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

44. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

45. 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.

46. WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

47. WARRANTY AGAINST CONTINGENT FEES

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

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

48. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPS

Contractor understands and agrees that neither Contractor nor its subsidiaries shall be involved in any way in the bidding process on any solicitation developed or prepared by or

with the assistance of Contractor's Work rendered pursuant to this Contract, whether as a prime contractor or subcontractor, or as a contractor to any other prime contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by County of the bid or proposal by the prime contractor in question.

49. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Project Manager, at the address set forth in Section 1 (County's Administration) of Schedule B.2 (Administration of Contract) to the Contract upon request.

50. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

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

51. 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.

ATTACHMENT A.1
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

	<u>YES</u>	<u>NO</u>
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)

ATTACHMENT A.2
JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any Contract to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-Contract purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Contracts. This chapter shall be superseded by a collective bargaining Contract that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

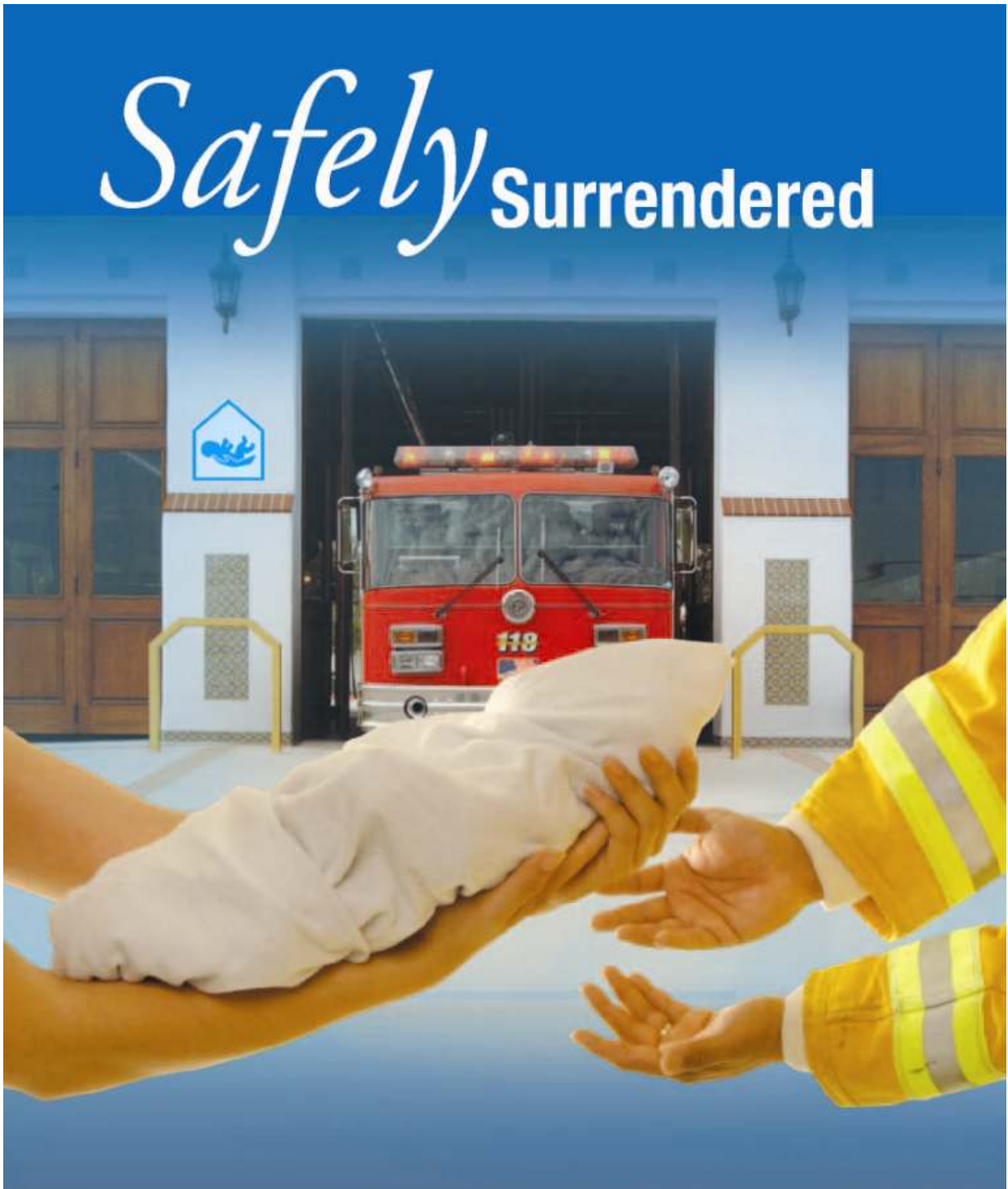
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.


If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



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.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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.



Title 2 ADMINISTRATION

Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or Contract with the County.
- B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. “County Property Taxes” shall mean any property tax obligation on the County’s secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
- G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority Contracts under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master Contract, where the Contractor was certified at the time the master Contract was entered into and at any subsequent renewal, extension and/or amendment to the master Contract.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program Contracts that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-Contract purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT B
PRICING SCHEDULE
FOR
SOFTWARE MAINTENANCE AND APPLICATION SUPPORT

1. GENERAL

This Exhibit B (Pricing Schedule) sets forth the pricing and payment terms for the Work to be provided by Contractor under the Contract.

County will pay Contractor the Maintenance Fees for Software Maintenance and Application Support in advance (i) through the end of the Initial Term, and (ii) then annually in advance during any County exercised Extension Option(s), as specified below, as such fees may be appropriately adjusted for Work credits or other adjustments allowed under the terms of the Contract. Maintenance Fees, unless modified by a duly authorized Amendment approved by County's Board of Supervisors, shall not increase above the amounts set forth below.

2. MAINTENANCE FEES

Contractor shall provide Maintenance and Support under the Contract at the rates and fees specified below.

<u>Initial Term</u>		<u>Quantity</u>	<u>***Extended Unit Price</u>	<u>Months Coverage</u>	<u>Period of Performance</u>		<u>Price</u>
<u>Period</u>	<u>Description</u>				<u>From</u>	<u>To</u>	
*1	Software Maintenance and Support, Core Gotham Licenses (10 months)	115	21,152.31	10.00	8/1/2015	5/31/2016	\$2,027,096.38
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (10 months)	128	0.00				
	Includes: Software Maintenance and Support, **Applications (10 months)	29	0.00				
2	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21,152.31	12.00	6/1/2016	5/31/2017	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes: Software Maintenance and Support, **Applications (12 months)	29	0.00				
<i>Initial Term Period Subtotal:</i>							\$4,459,612.03
<u>Option Term</u>							
<u>Years</u>							
1	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21,152.31	12.00	6/1/2017	5/31/2018	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes: Software Maintenance and Support, **Applications (12 months)	29	0.00				
2	Software Maintenance and Support, Core Gotham Licenses (12 months)	115	21,152.31	12.00	6/1/2018	5/31/2019	\$2,432,515.65
	Includes: Software Maintenance and Support, Core Disaster Recovery Licenses (12 months)	128	0.00				
	Includes: Software Maintenance and Support, **Applications (12 months)	29	0.00				
MAXIMUM CONTRACT SUM:							\$9,324,643.33
* Initial Term Period 1 is retroactive to August 1, 2015, for a period of 10 months.							
** All maintained and supported Applications are listed in Exhibit C, Part 2 (Applications Schedule)							
*** Extended Unit Price for initial Term Period 1 is a rounded figure.							

3. CONTRACT SUM

Contract Sum shall be County's maximum obligation under the Agreement and shall include any and all amounts that may be paid by County to Contractor for Maintenance and Support during the term of the Contract. The Contract Sum, unless modified by a duly authorized amendment under the Contract, including any and all sales tax amounts, if applicable, is Nine Million Three Hundred Twenty Four Thousand Six Hundred Forty Three Dollars and 33 Cents (\$9,324,643.33) and includes the following components:

CONTRACT SUM COMPONENTS	TOTAL
Maintenance Fees (10 years)	\$ 9,324,643.33
MAXIMUM CONTRACT SUM	\$ 9,324,643.33

EXHIBIT C
CORE SOFTWARE AND APPLICATIONS
SCHEDULE

CORE SOFTWARE AND APPLICATIONS SCHEDULE

Joint Regional Intelligence Center

EXHIBIT C, Part 1 of 2

Core Software

Orig PO#		Purchase Date	Description	Qty
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-12321611-1	10/4/2011	Conversion from 12/10/2009 Pilot to Deployment- Procurement for Core Perpetual Licenses	18
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-12321989-1	11/29/2011	Core Perpetual Licenses, JRIC Procurement	2
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-12322375-1	1/26/2012	Core Perpetual Licenses, JRIC Procurement	4
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-12323471-1	5/8/2012	Core Perpetual Licenses, JRIC Procurement	30
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-13322578-1	1/31/2013	Core Perpetual Licenses, JRIC Procurement	4
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-13323247-1	4/15/2013	Core Perpetual Licenses, JRIC Procurement	8
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-14323163-1	3/26/2014	Core Perpetual Licenses, JRIC Procurement	34
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-14323406-1	4/9/2014	Core Perpetual Licenses, JRIC Procurement	13
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-14323985-1	5/27/2014	Core Perpetual Licenses, JRIC Procurement	2
				115
GOTHAM BUSINESS INTELLIGENCE TOOLSET	SH-13323247-1	4/15/2013	Disaster Recovery Licenses, JRIC Procurement	128
				128

**Each Core Perpetual License delivered with Oracle Standard Edition™ database toolset.

EXHIBIT C, Part 2 of 2
Applications

PROJECT	TYPE	YEAR COMPLETED	DESCRIPTION
1 Tips/Leads App	App Configuration	2010	Palantir's Workflow application configured for the JRIC's Tips and Leads program. This enables the Fusion Center to intake suspicious activity reports from across the many law enforcement agencies in the region, compare them against each other and all sources of intel at the fusion center, and identify links or patterns of suspicious behavior.
2 Query Helper/Easy Search Helper	App Configuration	2010	Search helper installed and configured with templates to conduct targeted searches of specific datasets to enhance ease of use
3 SharePoint	Data Integration	2010	JRIC SharePoint data integrated from select SharePoint repositories
4 RAPS	Data Integration	2010	RAPS (Regional Allocation of Police Services) integration of Calls for Service data, offering instant access to millions of 911 call records. Integration of patrol data, listing every officer on duty during every single police shift of every day.
5 CLETS Integration	Data Integration	2011	CLETS (California Law Enforcement Telecommunications System) integration, a statewide system typically used to obtain DMV information.
6 Memex Integration	Data Integration	2011	Memex integration of JRIC Tips & Leads
7 LARCIS (Fis and RMS)	Data Integration	2011	LARCIS data integration of LASD Record Management System (RMS) crime data and Field Interviews (Fis)
8 TAU Explosives database integration	Data Integration	2011	One time integration of JRIC's Access DB containing records of explosive related incidents throughout the region
9 Jail Visitation	Data Integration	2011	IWS data integration of jail visitation data
10 ALPR Helper	App Configuration	2012	Helper installed and configured with template to search for automated license plate reader data by license plate number or by location; updated in 2015 to include a search by camera/device option
11 eGuardian Connection	Data Integration	2012	Workflow application configured to connect with eGuardian so that Tips and Leads are automatically submitted to eGuardian from Palantir
12 Crossroads	Data Integration	2012	Crossroads data integration of citation data
13 Various Template Framework Exports (T/L Admin report, 3 different TAU reports, ALPR report)	App Configuration	2012-2014	Various templates configured to export data from Palantir in an automated form into a document
14 MDC Web	App Configuration	2013	Palantir lightweight search application configured and installed so that deputies can access from MDCs in their patrol cars; allows deputies to easily search by keyword, school, patrol, URM, and tag and contains school layout and emergency plan information to assist with department response to school emergencies.
15 CTIS and SOL	App Configuration	2013	Palantir intel application installed and configured to track intel files and reports
16 RAJIS/DIMMS	Data Integration	2013	RAJIS and DIMMS data integrations of jail booking and inmate jail movement data (both within the jail and externally)
17 FLORA Jail Report	App Configuration	2013	Helper installed and configured to track inmates by location and quickly determine which other inmates they have been in contact with; done on short suspense to help locate all the other inmates that an ill inmate had come in contact with in order to quarantine/contain spread of disease in jail
18 ALPRWeb	App Configuration	2013	Palantir lightweight web-search and map tool installed and configured to quickly search ALPR data by location or by license plate and then create a report and export the data of interest
19 CWS	Data Integration	2013	Countywide Warrant System (CWS) data integration of warrant information
20 Connection to LAPD Palantir and datasets	App Configuration	2013	Implemented data sharing between JRIC and LAPD Palantir instances
21 CLETS Administration Tool	App Configuration	2014	Palantir web interface tool to add/edit user CLETS information and easily manage CLETS access
22 SWS (Palantir Simple Web Search)	App Configuration	2014	Palantir web search interface configured and installed to allow users to search using different search templates (vehicle, person, keyword, location, tattoo, etc.). It is a simple, intuitive interface that is aimed at users who need to run a quick search and move on.
23 GFIPM Authentication	App Configuration	2014	Advanced authentication mechanism configured to allow users from external agencies and from LASD to log into Palantir securely using their agency credentials
24 Metrics Manager	App Configuration	2014	Palantir RF Tracking tool installed and configured to allow users to track incoming request for information, keep track of their progress, and note the results/disposition of RFIs. The information entered can be searched/filtered to capture quarterly stats for the JRIC.
25 Connection to LBPd Palantir and datasets	App Configuration	2014	Implemented data sharing between JRIC and LBPd Palantir instances
26 Training Instance	App Configuration	2014	A separate Palantir instance configured for use exclusively in training
27 PDF Tagger Helper	App Configuration	2014	Palantir PDF tagger helper installed to help analysts capture information in PDF documents
28 JANUS	App Configuration	2015	Palantir web app installed and configured to securely manage confidential informants and sources
29 PRCs	Data Integration	2015	Post-release Community Supervision (PRCS) data integration of records associated with AB109

EXHIBIT D

PRODUCT MAINTENANCE AND SUPPORT

1. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support services provided by Contractor under the Contract shall, in addition to those specified elsewhere in the Contract, at a minimum consist of (a) Error Correction and Technical Support provided to the Customer's technical support contact concerning the installation and use of the then-current release of the applicable Product and the Previous Sequential Release and (b) Product Major Releases that Contractor makes generally available without additional charge to a Customer that is up to date on all fees due.
2. **ERROR PRIORITY LEVELS.** Contractor shall correct any Error reported by Customer in the current release of Product, unmodified by a party other than Contractor, in accordance with the priority level mutually assigned by County and Contractor, as provided below:
 - P0 Errors – Contractor shall promptly commence the following procedures: (i) assigning Contractor engineers or other Contractor-trained personnel to correct the Error(s); (ii) notifying Contractor management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Contractor engineers or other trained personnel, on site at Customer's facilities.
 - P1 Errors – Contractor shall promptly commence the following procedures: (i) assigning Contractor engineers or other Contractor-trained personnel to correct the Error; (ii) notifying Contractor management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir engineers or other trained personnel on site at Customer's facilities.
 - P2 Errors – Contractor may include the Fix for the Error in the next Major Release.
 - P3 Errors – Contractor may include the Fix for the Error in the next Major Release.
3. **RESPONSE TIMES.** Contractor shall meet the following response times upon reporting or otherwise discovery of an Error:

Severity	Response Time	Targeted Resolution Service Level
P0	12 clock hours, 365 days a year	Onsite if appropriate within 24 clock hours of issue until Error is resolved
P1	12 Business Hours	Onsite if appropriate within 36 business hours of issue until Error is resolved
P2	24 Business Hours	Error resolved with Major Release
P3	60 Business Hours	Error resolved at Contractor's discretion

4. **EXCLUSIONS.** Contractor shall have no obligation to support: (i) altered or damaged Product, or any portion of a Product incorporated with or into other software, by County or a third party other than Contractor; (ii) Product that is not the then-current release or immediately Previous Sequential Release; (iii) Product problems to the extent caused by Customer's sole negligence, abuse or misapplication, use of Product other than as specified in the Contractor's user manual or approved in writing by Contractor, or other causes beyond the control of Contractor; (iv) Product installed on any hardware not supported by Contractor, or installed thereto without Contractor's prior written approval; or (v) any Product for which Contractor has released a Hotfix or Major Release that has not been implemented by Customer within six (6) months after the date first made available by Contractor, unless authorized in writing by Contractor otherwise. Contractor shall have no liability for any reasonable changes in Customer's hardware which may be necessary to use Product due to a Workaround or maintenance release.
5. **CUSTOMER OBLIGATIONS.** As a prerequisite to Contractor's obligations hereunder, Customer agrees to the obligations set forth below.
 - 5.1 Customer will establish and maintain a qualified support team that includes:
 - System engineers familiar with the environment and configuration who are trained and facile in use of the diagnostic tools provided by Contractor with the Product, including the ability to screen and release this information in a timely manner.
 - Trained Oracle DBAs with access to, and knowledge of, the underlying Oracle databases.
 - Providing Contractor Trainers with reasonable access to end-users to enable direct reporting problems or issues.

Contractor acknowledges and agrees that the team provided by County up to the Contract Date of the Contract fully satisfies

these County support team requirements as to maintenance and support provided up to the Contract Date.

In addition, this support team must be generally available and able to collect data and report it back to Palantir within 24 to 48 hours of requests made by Palantir.

5.2 Customer will back up System files and associated databases regularly.

5.3 Customer will follow the Upgrade Guide and other instructions provided by Contractor when upgrading Product.

5.4 Customer will test Major Releases, Minor Releases and Hotfixes in a staging environment before deploying the Major Release, Minor Release or Hotfix to a production environment.

6. DEFINITIONS.

- “Business Hours” means hours occurring during the period of each day in which Contractor offers Support Services, 12 A.M.-8 P.M. Pacific Time.
- “Error” means an error in a Product that is reproduced by Contractor or which degrades such Product as compared to the Contractor’s published performance specifications or any representations set forth herein.
- “Error Correction” means the use of reasonable commercial efforts to correct Errors in accordance with the terms of the Contract.
- “Fix” means the repair or replacement of object or executable code versions of a Product to remedy an Error.
- “Hotfix” means a single, cumulative package that includes one or more files containing Fixes or Workarounds that are used to address P0 or P1 Errors. “Hotfixes” address a specific Customer situation and may not be distributed outside the Customer organization.
- “Major Release” means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the major version number in the software (version 1.2 can be updated to version 1.3).
- “Previous Sequential Release” means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Contractor only for a period of at least twelve (12) months after release of the subsequent release.
- “P0 Error” means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- “P1 Error” means an Error which substantially degrades the performance of a Product or materially restricts Customer’s use of such Product.
- “P2 Error” means an Error which causes only a minor impact on the Customer’s use of Product functionality.
- “P3 Error” means an Error which causes only a very minor impact on the Customer’s use of a Product, such as documentation typos or handled error messages.
- “Support Services” means Palantir support services as described in Section 1.
- “Technical Support” means technical support assistance provided by Palantir via email, telephone or other means provided by Palantir in its discretion to the Technical Support Contact during County’s normal business hours concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
- “Upgrade -Guide” means the documentation provided by Palantir specifying appropriate procedure for upgrading Product.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer’s use of a Product.

EXHIBIT E
CONFIDENTIALITY AGREEMENT

EXHIBIT E

CONFIDENTIALITY AGREEMENT

CONTRACTOR: PALANTIR TECHNOLOGIES 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 such 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 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 Contract, including this Exhibit E, and Exhibit F (Information Security Requirements) to the Base Contract.

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor's staff, or any subcontractor's staff that will provide Work pursuant to the above-referenced Contract, are Contractor's or any County approved subcontractor's sole responsibility. Contractor understands and agrees that its staff, 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 this Contract.

Contractor understands and agrees that its employees, or any subcontractor's employees, are not employees of County for any purpose whatsoever, and 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 staff, 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 or any County-approved subcontract, may come in contact with (i) Confidential Information (as such term is defined in the Base Contract 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 County or other organizations doing business with County (collectively for the purpose of this Exhibit F "Confidential Information"). By signing this Contract, 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 5 (Confidentiality and Security) of the Base Contract 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 to any unauthorized party; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Contract. Contractor's staff, 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 staff, 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.

SIGNED _____ **DATE** _____

PRINTED _____ **TITLE** _____

EXHIBIT F

INFORMATION SECURITY REQUIREMENTS

PALANTIR

SOFTWARE MAINTENANCE AND APPLICATION SUPPORT

INFORMATION SECURITY REQUIREMENTS

This Exhibit F sets forth information security procedures to be established by Contractor before the Contract Date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure County's Confidential Information, including Personally Identifiable Information, and Protected Health Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit F (Information Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit F, capitalized terms shall have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all such employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to any Contractor's systems storing County's Confidential Information, including all relevant outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel contacting County's Confidential Information with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel contacting County's Confidential Information promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information that is part of System Data to any form of unencrypted Removable Media. For purposes of this Exhibit D, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information that is part of System Data shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor shall encrypt all of its workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such information in its possession by: (a) shredding or otherwise destroying paper, film, or other hard copy media containing such information in its possession so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information that is part of the System Data, consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All of Contractor's mobile devices storing County's Confidential Information (including Protected Health Information) will be managed by a Mobile Device Management system. All of Contractor's workstations/PC's storing County's Confidential Information will maintain the latest security patches, and have the latest virus definitions. Any Contractor system endpoints storing County's Confidential Information have anti-virus protection.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information that is part of the System Data: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred by Contractor across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred by Contractor using Contractor Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at Contractor's off-site facilities. In the event any Contractor hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information that is part of the System Data, to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information that is part of the System Data on such hardware shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information that is part of the System Data, is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual

who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information that is part of the System Data stored on Contractor hardware pursuant to this Section shall be in compliance with industry standard practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. SECURITY INCIDENT

A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304, storing County Confidential Information.

- a. Contractor will promptly notify (but in no event more than forty-eight (48) hours after Contractor's detection of a Security Incident) the designated County security contact by telephone and subsequently via written communication of any Security Incidents.
- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts to the extent known, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems storing County Confidential Information in excess of their user rights or use such systems inappropriately.

8. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by County's affiliates and agents to Contractor including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends, except for information explicitly identified as Confidential Information under the Contract.
- b. **System Data.** All of County's Confidential Information, data, records and information of County to which Contractor has access, or which is part of the System Data shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. Such System Data shall not be used by Contractor for any purpose other than as required under the Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents..
- c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 11 (Confidentiality) shall constitute a

material breach of the Contract and be grounds for immediate termination of the Contract in the exclusive discretion of the County.

- c. **Personally Identifiable Information.** “Personally Identifiable Information” shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with the Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in the Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in the Contract, and in particular the Confidentiality provisions of the Contract, during the term of the Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information that is part of the System Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any such Personally Identifiable Information to any third party, except as expressly required to perform its obligations in the Contract, , or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information that is part of the System Data only in compliance with (a) the Contract, (b) County's then current privacy policy as provided to Contractor, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, any applicable current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information that is part of the System Data for any period longer than necessary for Contractor to fulfill its obligations under the Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under the Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information in its possession.
- d. **Return of Confidential Information.** On County’s written request or upon expiration or termination of the Contract for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all originals and copies of all documents and materials it has received in its possession containing County’s Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of the Contract; and (c) deliver or destroy, at County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, in its possession that was

prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 11(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 11(a) and (b) in its possession have been delivered to County or destroyed, as requested by County. On termination or expiration of the Contract, County shall return or destroy all Contractor's Confidential Information in its possession (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option