



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



June 3, 2025

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

Dear Supervisors:

**APPROVAL OF CONTRACT WITH HITECH SYSTEMS, INC dba PULSIAM
FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES, THE USE OF
INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUNDS TO
SUPPORT THE INITIAL PHASE OF THE CAD SYSTEM PROJECT AND AN
APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2024-25
(ALL DISTRICTS) (4-VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of the attached Contract with Hitech Systems Inc. dba Pulsiam (Pulsiam) for the provision and maintenance of a Computer-Aided Dispatch (CAD) System, which handles 911 calls for service and records deputy field observations and activities. Additionally, the Department is requesting Board approval of an appropriation adjustment to use \$18,200,000.00 in one-time funding from obligated fund balance Committed for IT Enhancements, commonly known as the Legacy Modernization Fund (LMF), to procure and implement the initial phase of the CAD System project.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Contract with Pulsiam for the implementation phase of the CAD System project, and for an

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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initial term of six years commencing upon the County's final acceptance of the CAD System, with options to extend for four additional one-year periods at a maximum Contract sum of \$59,112,999.06, over the potential ten-year term.

2. Delegate authority to the Sheriff, or his authorized designee, to execute amendments and change notices to the Contract, as set forth throughout the Contract in order to: (1) effectuate modifications, which do not materially affect the term of the Contract, (2) exercise option terms, (3) add new or revised standard County contract provisions adopted by the Board, as periodically required, (4) effectuate the assignment and delegation/mergers or acquisitions provision, (5) engage Pulsiam to provide necessary Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the County, using available Pool Dollars, with the concurrence of the County's Office of the Chief Information Officer (OCIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel, and (6) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice or as allowed pursuant to the Contract.
3. Approve and authorize the use of \$18,200,000.00 in one-time funding from obligated fund balance Committed for IT Enhancements for (1) the one-time costs associated with the licensing and implementation of the CAD System, (2) the first-year costs to operate and maintain the CAD System incurred while transitioning between the current system and the replacement CAD System, and (3) the one-time communications infrastructure and CAD console equipment needed for the Sheriff's Communication Center (SCC) remodel project.
4. Approve the attached appropriation adjustment (Attachment 1) to add \$18,200,000.00 in Information Technology Infrastructure Fund (ITF) revenue and corresponding appropriation, fully offset by the use of one-time funding from obligated fund balance Committed for IT Enhancements, commonly known as the LMF, to the Department's budget.
5. Find the proposed SCC remodel project is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in the "Environmental Documentation" section of this Board letter and in the record of the project.
6. Authorize the Sheriff or his authorized designee, to begin procuring the necessary consoles and equipment, using Board authorized County procurement procedures, and complete the necessary improvements using the Department's

force account to complete the initial phase of CAD System implementation project.

7. Direct the Department, in collaboration the County's Chief Executive Office (CEO) – Real Estate Division and the County's Internal Services Division, to report back to the Board in writing within 90 days on its finding of the feasibility of two potential sites for a conceptual centralized dispatch model.
8. Direct the Department to work with the CEO's Classification and Compensation Division and report back to the Board in writing within 90 days on a plan to address the Department's personnel needs to support the Department's transition to a fully centralized dispatch model.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department's current CAD ("Legacy System") is a subsystem of the Mobile Digital Communications System (MDCS) and operates 24/7. At conception, its primary purpose was to reduce audible voice traffic on the Department's radio system by dispatching routine calls-for-service via typed messages read by deputies from the Mobile Data Computer (MDC) computer installed in patrol cars. The Legacy System has been a vital piece of communications since implementation, in 1989. Its purposeful reduction of voice radio traffic has enabled field personnel to do their jobs more efficiently and effectively.

The Legacy System is utilized on over 3,000 mobile computers and over 1,300 stationary computers, and enables personnel in the field to receive calls for service, gather critical information, and record field observations through the MDC. In addition, the Legacy System is used to manage all requests for law enforcement assistance and emergency response that are dispatched to Department units throughout the County. It is also the gateway and message processor of over one million inquiries per year for the various local, state, and national law enforcement database systems utilized by the Department. Other functions of the Legacy System's subsystem include an automated deputy activity record, contract minutes tracker, and the transportation manifest for inmates transferred to and from various custody and court facilities within and outside of the County.

The Legacy System is written in near obsolete computer programming languages called Common Business-Oriented Language (COBOL) and Tandem Application Language (TAL). Both languages present extreme challenges due to dated technological capabilities as well as the scarcity of computer programmers proficient in these older computer codes. While the technology behind the Legacy System was state of the art

in the 1980s, the current software and hardware combination is not only antiquated; it has reached its capacity to accommodate new devices and has limited ability to be expanded, updated, or modified. The lack of capacity in the Legacy System prevents the ability to modify the CAD to meet new reporting and transparency requirements mandated by local, state, and federal laws.

Approval of the recommended actions will allow the Department to: (1) replace its unsupported Legacy System with a modern CAD System that will enable the Department to (a) meet new reporting and transparency requirements mandated by local, state, and federal laws, (b) obtain system enhancements to improve CAD System performance, enhance security, and request new System features, and (c) provide the necessary Maintenance and Support (M&S) services throughout the term of the Contract, and (2) modernize its dispatch operations by initiating the Department's transition from a historically decentralized approach towards an efficient and cost-effective state-of-the-art centralized communications structure that is consistent with best practices nationwide.

On April 2, 2025, the Information Technology Investment Board (ITIB) recommended \$18,200,000.00 in funding from the LMF for the implementation of the CAD System and first year of operational costs, as well as for the communications infrastructure and CAD console equipment needed to complete the SCC remodel.

The Department intends to utilize a phased approach to move from a decentralized communications model to the proposed centralized model. As part of the initial phase of the CAD System implementation project, the station dispatcher function, currently performed by Law Enforcement Technicians (LETs) or sworn personnel assigned to patrol stations, will be performed by Public Response Dispatchers (PRDs) assigned to SCC. The Department is in the process of working with the CEO to address the Department's CAD-related staffing needs.

As part of the aforementioned SCC remodel project, the Department intends to reconfigure and refurbish an existing room at SCC to accommodate the relocation of the station dispatcher function to SCC. The scope of work for the project includes, but is not limited to, installation of new dispatch consoles, relocation and/or the addition of power and data ports, communications infrastructure and equipment, and other facility enhancements to make the area capable of housing and supporting a centralized communication center. The Department intends to utilize in-house crafts personnel to refurbish the existing location and will work with various County Departments, such as Internal Services Department and the Department of Public Works, for the design, procurement, and installation of the new dispatch equipment and required communications infrastructure.

Subsequent phases of the Department's centralization of all emergency communications operations will require on-going support from the Board and the CEO. The Department will continue to work with the CEO to:

- Identify two potential sites to establish two communication centers which would replace the Department's existing SCC, each located in the southern and the northern regions of the County. The establishment of two communication centers would be the final phase of the Department's centralized dispatch model, consolidating all call-taking and dispatching operations into the two geographically separated locations. Both communication centers will be designed to function collaboratively and provide redundancy in the event of an emergency or operational disruption. This strategic centralization enhances operational efficiency, improves coordination and ensures continuity of service.
- Secure the dedicated personnel to effectively support the transition to the final phase of the Department's centralized dispatch model. As part of the final phase, the Department will move all 911 call-taking functions, currently performed by LETs and sworn personnel at each station, and all dispatcher operations currently being performed at SCC, to the two new communication centers. Centralized dispatching operations will require additional dispatching positions, at various levels, to provide adequate coverage throughout the County and enhance operational efficiencies.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; by maximizing the use of radio dispatch console system technology to support public safety services efficiently and securely.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the replacement CAD System, allocated over the implementation phase of the CAD System project and the entire 10-year term following County acceptance, is \$59,112,999.06, for which cost will be applied as follows:

	Cost
One-time implementation costs:	\$2,287,300.00
One-time licensing costs:	\$10,070,132.64
Maintenance and Support (M&S) fees in the first year post-implementation ("Year 1"):	\$422,421.73
M&S fees Year 2:	\$3,369,332.51
M&S fees Year 3:	\$3,519,278.05
M&S fees Year 4:	\$3,676,720.86
M&S fees Year 5:	\$3,842,035.82
M&S fees Year 6:	\$4,031,516.53
M&S fees Option-term 1:	\$4,213,776.27
M&S fees Option-term 2:	\$4,405,148.99
M&S fees Option-term 3:	\$4,606,090.36
M&S fees Option-term 4:	\$4,817,078.79
Contract Sum:	\$49,260,832.55
Pool Dollars (20% Contingency) of Contract Sum:	\$9,852,166.51
Maximum Contract Sum:	\$59,112,999.06

Funding for M&S costs beginning the second year post-implementation ("Year 2") through the duration of the contract and its potential option years will be offset by savings resulting from the termination of the existing legacy system (legacy savings) and by operational efficiencies achieved through the new system and/or the consolidation of existing processes. These cost savings will be evaluated during the implementation phase. Should any funding gaps arise, requests will be made through the annual budget process and evaluated based on available funding and numerous competing priorities.

The allocation of Pool Dollars will be used to provide the County as-needed "Optional Work" throughout the term of the Contract to cover CAD System-related optional goods and/or services in the event of unforeseen emergencies or potential changes to future service requirements. Funding for additional work covered under this twenty percent contract contingency, funded by Pool Dollars as available, will be requested as part of the annual budget process, and considered based on available funding and numerous competing priorities.

Further, the Contract includes a twenty percent payment "Holdback" for each Deliverable received by the County during implementation. Holdbacks will be due and

payable to Contractor only upon Contractor's receipt of a formal "Final System Acceptance" from the County. All M&S fees will be paid quarterly in arrears.

Approval of the attached appropriation adjustment will add \$18,200,000.00 in ITF revenue and appropriation, fully offset by the use of one-time funding from obligated fund balance Committed for IT Enhancements, commonly known as the LMF, to the Department's budget to support the first phase of the project, as detailed below:

One-time implementation and licensing costs:	\$12,357,432.64
First year post-implementation ("Year 1") costs to operate and maintain CAD System:	\$422,421.73
SCC remodel:	\$5,420,145.63

With the Board's approval of this action in June 2025, it is anticipated that there will be no financial impact to the Department's budget in FY 2024-25, as the approximately \$18,200,000.00 in anticipated cost is fully offset by funding provided by the ITIB. Any unspent balance will be requested for reappropriation in subsequent fiscal years as part of the annual budget process.

The Department will work with the CEO throughout the duration of the Contract to request sufficient appropriations in the Department's operating budget to address both the one-time and ongoing costs associated with the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

During the term of the Contract but not before the end of the fifth year of the Contract following Final System Acceptance, Pulsiam will conduct a Technology Refresh for all or any subset of the CAD System, as determined by the County. The Technology Refresh is intended to update key CAD System components with the most contemporaneous and advanced technologies currently available. To implement any Technology Refresh, the County and Pulsiam will execute a Change Notice or Amendment, payable by the County utilizing Pool Dollars.

The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

In compliance with Board Policy 6.020, "Chief Information Office Board Letter Approval," the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO has reviewed the proposed

Contract and Board letter and recommends approval of these actions. The CIO analysis is attached (Attachment 2).

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

ENVIRONMENTAL DOCUMENTATION

The proposed SCC remodel project is categorically exempt from CEQA. The proposed activity, which includes interior renovations and equipment installation have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a) of the State CEQA Guidelines and Class 1(d) of the County's Environmental Document Reporting Guidelines Appendix G, relating to the repair, maintenance and minor alteration of existing facilities, replacement of existing features, installation of new equipment, and variances for minor modification of parking facility development standards.

The SCC remodel project will have negligible or no expansion of use, and replacement features will have the same purpose and capacity. In addition, based on the record of the proposed project, it will comply with all applicable regulations; is not in a sensitive environment; and there are no cumulative impacts, unusual circumstances, damages to scenic highways, listings on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Register-Recorder/County Clerk in accordance with Section 21152 of the California Public Resource Code.

CONTRACTING PROCESS

On May 2, 2023, the Department released Request for Proposals (RFP) Number 499-SH for a replacement CAD System. The Department received four proposals in response to the RFP.

The evaluation committee comprised various subject matter experts from the County. The committee independently reviewed and scored the proposals based on predefined evaluation criteria in accordance with the Board's informed averaging guidelines. Areas of evaluation included the proposer's experience and capability, technical review, management approach, proposed solution's functionality, and cost.

The Honorable Board of Supervisors
June 3, 2025
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After completing the evaluation process, it was determined that Pulsiam was the most qualified and responsive proposer. Therefore, it is recommended that the Board approve the Contract and the requested delegations.

The proposed contract includes language to allow other public law enforcement/public safety agencies to purchase products or services defined in the contract under the same terms and conditions as the County, subject to any applicable local purchasing ordinances and laws of the State of California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure that centralized mission-critical CAD Services utilized throughout the Department and the County operate with modern and efficient technologies that enable and enhance the Department's ability to provide the services the constituents of the County expect and deserve.

CONCLUSION

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

Sincerely,

A handwritten signature in blue ink that reads "R. Luna".

ROBERT G. LUNA
SHERIFF

Reviewed by:

A handwritten signature in blue ink that reads "Peter Loo".

PETER LOO
CHIEF INFORMATION
OFFICER

June 03, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

SHERIFF'S DEPARTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2024-25****4 - VOTES****SOURCES****USES**

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL**\$ 54,600,000****USES TOTAL****\$ 54,600,000****JUSTIFICATION**

This appropriation adjustment will use \$18,200,000 in one-time funding from obligated fund balance Committed for IT Enhancements to transfer to the Information Technology Infrastructure Fund (ITF). ITF will transfer the \$18,200,000 to the Sheriff – General Support Services budget unit to increase Sheriff Department's Services and Supplies and Capital Assets – Equipment appropriation, totaling \$18,200,000, to fund the Computer - Aided Dispatch System Project.

Richard F. MartinezDigitally signed by Richard F. Martinez
Date: 2025.04.30 07:57:00 -07'00'**AUTHORIZED SIGNATURE**

RICHARD F. MARTINEZ, ASST. DIV. DIRECTOR

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION
AndreaDigitally signed by
Andrea Turner
Date: 2025.04.30
09:56:46 -07'00'BY **Turner**DATE **4/30/25**

APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Brian
Hoffman**Digitally signed by
Brian Hoffman
Date: 2025.04.30
10:45:14 -07'00'

BY

DATE

AUDITOR-CONTROLLER

B.A. NO. **218**

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FY 2024-25			
4 - VOTES			
SOURCES		USES	
GENERAL FUND		NONDEPARTMENTAL SPECIAL ACCOUNTS	
A01-3052		A01-CB-6100-13690	
COMMITTED FOR IT ENHANCEMENTS		OTHER FINANCING USES	
DECREASE OBLIGATED FUND BALANCE	18,200,000	INCREASE APPROPRIATION	18,200,000
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND		INFORMATION TECHNOLOGY INFRASTRUCTURE FUND	
B16-AO-96-9911-40033		B16-AO-6100-40033	
OPERATING TRANSFERS IN		OTHER FINANCING USES	
INCREASE REVENUE	18,200,000	INCREASE APPROPRIATION	18,200,000
SHERIFF - GENERAL SUPPORT SERVICES		SHERIFF - GENERAL SUPPORT SERVICES	
A01-SH-96-9911-15681-15687		A01-SH-2000-15681-15687	
OPERATING TRANSFERS IN		SERVICES & SUPPLIES	
INCREASE REVENUE	18,200,000	INCREASE APPROPRIATION	16,317,000
		SHERIFF - GENERAL SUPPORT SERVICES	
		A01-SH-6030-15681-15687	
		CAPITAL ASSETS - EQUIPMENT	
		INCREASE APPROPRIATION	1,883,000
SOURCES TOTAL	\$ 54,600,000	USES TOTAL	\$ 54,600,000

BA 218 4/30/25

Andrea
Turner

Digitally signed by
Andrea Turner
Date: 2025.04.30
09:56:59 -07'00'



Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

6/3/2025

SUBJECT:

APPROVAL OF CONTRACT WITH HITECH SYSTEMS, INC dba PULSIAM FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES, THE USE OF INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUNDS TO SUPPORT THE INITIAL PHASE OF THE CAD SYSTEM PROJECT, AND AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2024-25

CONTRACT TYPE:

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

SUMMARY:

Description:

The Los Angeles County Sheriff's Department (LASD) is seeking the Board of Supervisors (Board) approval and execution of an up to ten-year contract with Hitech Systems Inc. dba Pulsiam (Pulsiam) for the provision and maintenance of a Computer-Aided Dispatch (CAD) System, which handles 911 calls for service and records deputy field observations and activities, as well as one-time communications infrastructure and CAD console equipment needed for the Sheriff's Communication Center (SCC) remodel project that will facilitate a new centralized dispatch architecture.

LASD is also requesting delegated authority to execute amendments and change notices to the Contract, as set forth throughout the Contract in order to: (1) effectuate modifications, which do not materially affect the term of the Contract, (2) exercise option terms, (3) add new or revised standard County contract provisions adopted by the Board, as periodically required, (4) effectuate the assignment and delegation/mergers or acquisitions provision, (5) engage Pulsiam to provide necessary Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the County, using available Pool Dollars, with the concurrence of the County's Office of the Chief Information Officer (OCIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel, and (6) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice or as allowed pursuant to the Contract.

Additionally, LASD is requesting Board approval of an appropriation adjustment to use \$18,200,000.00 in one-time funding from obligated fund balance Committed for IT Enhancements, commonly known as the Legacy Modernization Fund (LMF), to procure and implement the initial phase of the CAD System project.

Contract Amount: Maximum contract sum is not to exceed \$59,112,999.06 for the entire Contract Term.

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Software ¹	\$ 10,070,132.64
Services ²	\$ 2,287,300.00

Ongoing annual costs³

Maintenance & Support – Year 1	\$ 422,421.73
Maintenance & Support – Year 2	\$ 3,369,332.51
Maintenance & Support – Year 3	\$ 3,519,278.05
Maintenance & Support – Year 4	\$ 3,676,720.86
Maintenance & Support – Year 5	\$ 3,842,035.82
Maintenance & Support – Year 6	\$ 4,031,516.53
Maintenance & Support – Year 7	\$ 4,213,776.27
Maintenance & Support – Year 8	\$ 4,405,148.99
Maintenance & Support – Year 9	\$ 4,606,090.36
Maintenance & Support – Year 10	\$ 4,817,078.79

Pool Dollars ⁴	\$ 9,852,166.51
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Sub-total Contract Costs: \$ 59,112,999.06

SCC Remodel costs:

One-time costs

Services & Purchases ⁵	\$ 5,420,145.63
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Sub-total SCC Remodel costs: \$ 5,420,145.63

Total one-time costs:..... \$ 17,777,578.27

Total ongoing annual costs:..... \$ 36,903,399.90

Notes:

¹ Software includes perpetual licenses for SafetyNet One (\$9,980,482.64) and ArcGIS Monitor, Knowledge server, and Notebook server advanced (\$89,650).

² Services, including project management, performed as part of the first phase implementation and outlined in the Statement of Work as Deliverables 1-15. 20% holdback on all, due upon final acceptance.

³ Software Maintenance & Support (M&S) for SafetyNet One, ArcGIS platforms, and Microsoft Unified Support calculated at 5% increases year over year (with the former two including M&S in the license for Year 1). AWS Cloud and support costs calculated as constant for the life of the agreement, while Megaport support increases by 25% from Year 6.

⁴ Calculated at 20% of the total contract cost.

⁵ Estimated cost for the installation of new dispatch consoles, relocation and/or the addition of power and data ports, communications infrastructure and equipment, and other facility enhancements to make the area capable of housing and supporting a centralized communication center.

ANALYSIS, RISKS, AND RECOMMENDATIONS:

1. **Quality, Cost, and Schedule:** LASD needs to start work on implementing a replacement system as soon as possible. The current legacy environment has already failed twice in 2025 and will almost certainly suffer another outage before a new system can be brought online. LASD released Request for Proposals (RFP) Number 499-SH for a CAD System two years ago (05/02/23) to replace their technically obsolete and unsustainable legacy platform. Of the four qualified proposals received, Pulsiam was actually the second highest scorer. However, during the testing phase of the RFP, the leading vendor was disqualified for their unresponsiveness. Pulsiam was then given the opportunity to stand up an environment and proved successful in LASD's testing. So, while not the lowest cost solution for the County, the platform has proven to be able to best meet all the business requirements of the department. SafetyNet One is a commercial off the shelf (COTS) product, but Pulsiam was able to make custom modifications as needed by LASD. While this potentially raised some concerns about the long term supportability of a bespoke solution, the vendor mitigated such concerns by integrating any custom County features into their generally available product offering.
2. **Project Management, Governance, and Resources:** A strong project governance and steering committee, chaired by the executive sponsor, is needed to adhere to project scope, schedule, and budget. The Pulsiam contract provides for formal project management on the part of the vendor, and LASD has identified a County Project Manager, as well as support from their Office of Technology Planning, to work with the Contractor Project Manager and business stakeholders, and manage scope changes, risks, and contract performance. LASD should consider the Public Safety Deputy Chief Information Officer as part of the governance structure.
3. **System Interfaces and Integrations:** The County Project Manager must closely work with other support teams and partner agencies to develop a comprehensive project plan, testing strategy, and test plan to conduct thorough system integration testing to validate interface processes work as expected. This plan should identify each system, testing activities, dependencies, and the needed internal and external technical resources. Also, the County Project Manager should plan and secure necessary external and internal resources to complete end-to-end integration testing and closely coordinate these activities.
4. **Staffing and User Training:** Transitioning from a decentralized to centralized dispatch architecture will require different staffing levels and job requirements. Activities to reclassify positions and bestow the appropriate training on the new or migrated staff is essential and stands in the critical path of a successful and timely complete cutover to the new system.

- 5. Contract Risks:** Pulsiam is a privately held company with a comparatively small footprint in the United States, but they do have sizeable, high-volume implementations abroad (Mexico). A review of their domestic financial disclosures showed that their revenues relative to the size of this contract were very small. Given that their size creates concerns regarding potential insolvency and acquisition, Auditor-Controller suggested financial mitigation through a surety/performance bond. County Counsel pointed out the potential difficulty in proving and collecting on any such bond and how such insurances have fallen out of favor. In contrast, LASD points to Pulsiam's Dun and Bradstreet Business Credit Report, showing them as a low risk. In the end, the greatest risk is perhaps analysis paralysis and continuing to keep the status quo. LASD should assess whether having such a bond adds any value for them and whether or not it's worth any additional cost or delay that results from pursuing it with the vendor.
- 6. Scale and Interoperability:** It's worth noting that the Los Angeles County Fire Department is also currently seeking to replace their legacy CAD System. While the agencies met and ruled out a single, joint CAD system as an option, the possibility of sharing a common vendor platform (but with different tenants) is still viable and would introduce potential cost, effort, and time savings. As such, this Pulsiam contract has provisions included that would allow other agencies to use it for their own contract vehicle.

PREPARED BY:

David Chen

DAVID CHEN, DEPUTY CHIEF INFORMATION OFFICER

5/14/2025

DATE

APPROVED:

Peter Loo

PETER LOO, CHIEF INFORMATION OFFICER

5/14/2025

DATE

CONTRACT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HITECH SYSTEMS, INC. dba PULSIAM

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

**CONTRACT PROVISIONS
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- J Contract Discrepancy Report

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HITECH SYSTEMS, INC. dba PULSIAM
FOR
COMPUTER-AIDED DISPATCH (CAD) SERVICES**

This Contract (Contract) made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and Hitech Systems Inc. dba Pulsiam (Contractor), located at 16030 Ventura Blvd., Suite 250, Encino, CA 91436.

RECITALS

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

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

WHEREAS, the County issued a Request for Proposals (hereinafter RFP) for the provision, implementation, maintenance and support of a Computer-Aided Dispatch (CAD) System (System) Solution (Solution) for the Los Angeles County Sheriff's Department (hereinafter Department); and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F1, F2, G1, G2, G3, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments,

such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits and Attachments according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Solution Requirements
Exhibit C	Service Level Agreement
Exhibit D	Pricing Schedule
Exhibit E	Contribution and Agent Declaration Form
Exhibit F1	County's Administration
Exhibit F2	Contractor's Administration
Exhibit G	Forms Required at the Time of Contract Execution
Exhibit H	Jury Service Ordinance
Exhibit I	Safely Surrendered Baby Law
Exhibit J	Contract Discrepancy Report

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 10.3 (Amendments), below, and signed by authorized representatives of both parties.

2.0 DEFINITIONS

2.1 Standard Definitions:

The terms and phrases in this Paragraph 2.1, whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Acceptance: The County's written approval of any Tasks, subtasks, Deliverables, goods, Services or other Work, including Acceptance Tests and any Change Notices, provided by Contractor to the County pursuant to this Contract.
- 2.1.2 Acceptance Criteria: Criteria for the County's Acceptance of Contractor's Work under this Contract, including any Change Notices executed hereunder.
- 2.1.3 Acceptance Test: Has the meaning set forth in Paragraph 12.1 (Acceptance Tests) of this Contract.

- 2.1.4 Additional Products: Additional components of System Software, System Hardware, and related Documentation that Contractor must provide upon the County's request therefore in accordance with Paragraph 3.3.4 (Optional Work) of this Contract, for the System to meet both existing or future Solution Requirements specified by the County, which will update Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule). Once accepted and approved by the County, Additional Products will become part of, and be deemed, the Solution (as defined herein below) for the purpose of this Contract.
- 2.1.5 Amendment: A written instrument prepared and executed by the authorized representatives of the parties, which revises and/or adds terms and conditions to this Contract affecting the scope of Work, Term, payments or any term or condition. All Amendments must be approved and executed by the parties in accordance with Paragraph 10.0 (Amendments and Change Notices) of this Contract.
- 2.1.6 Application Modifications: Programming, Programming Modifications, Replacement Products, Software Updates, and any Additional Products that may be provided by Contractor to the County under this Contract. Once accepted and approved by the County, Application Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.1.7 Application Software (CAD): The Baseline Software, Application Modifications, Replacement Products and as applicable, any Third-Party Software provided therefor, and/or all Documentation thereto, having achieved Final Acceptance, and any other software that Contractor licenses, develops, provides, implements, maintains, and/or supports in accordance with the requirements under this Contract.
- 2.1.8 Baseline Software: The commercially available version(s) of Contractor's proprietary software, related Documentation, and any updates, enhancements, or new versions commercially released during Solution Implementation, which Contractor must modify and implement as part of Solution Implementation to meet some or all Solution Requirements.
- 2.1.9 Business Day: Any day of eight working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County-observed holidays.
- 2.1.10 Change Notice: A written instrument prepared and executed by County Project Manager identifying any change requested by the County and/or Contractor, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of Work, Term, payments or any term or condition of this Contract. All Change Notices must be approved and executed in accordance with Paragraph 10.0 (Amendments and Change Notices) of this Contract.

- 2.1.11 Client Environment: The computers, including all workstations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.
- 2.1.12 Configurations: The modifications to, or functional arrangement of, data within the Application Software and related Documentation that may be provided by Contractor to the County during Solution Implementation or as part of Optional Work for the Solution to meet existing or future Solution Requirements specified by the County.
- 2.1.13 Contract Sum: The total monetary amount authorized to be payable by the County to Contractor under this Contract, as set forth in Paragraph 6.0 (Contract Sum) of this Contract. This Contract Sum cannot be adjusted for any costs or expenses whatsoever by Contractor.
- 2.1.14 Contract: This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Services to be performed. This Contract sets forth the terms and conditions for the issuance and performance of all Tasks, Deliverables, Services and other Work.
- 2.1.15 Contractor: The legal entity that has entered into an agreement with the County to perform or execute the Work covered by this Contract.
- 2.1.16 Contractor Project Manager: The person designated by Contractor to administer Contract operations under this Contract.
- 2.1.17 County Materials: Has the meaning set forth in Paragraph 90.1 (County Materials) of this Contract.
- 2.1.18 County Project Director: The person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager. All references to County Project Director will mean, "County Project Director or his/her authorized designee."
- 2.1.19 County Project Manager: The person designated by County Project Director to manage the operations under this Contract. All references here forward to County Project Manager will mean, "County Project Manager or his/her authorized designee."
- 2.1.20 Customizations: Same as Programming or Programming Modifications made to the Baseline Software, including related Documentation, and which are provided by Contractor upon the County's request as part of Solution Implementation or Optional Work for the Solution to meet existing or future Solution Requirements specified by the County. Once accepted and approved by the County, Customizations will become part of, and be deemed, Application Software for the purpose of this Contract.

- 2.1.21 Data Conversion: Tasks and Deliverables associated with the conversion of the County's existing data as part of Solution Implementation Services, as further specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.22 Day(s): Calendar day(s) unless otherwise specified.
- 2.1.23 Deficiency; Deficiencies; Defect(s): Any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, County approved Deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Contract regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications and Solution Requirements.
- 2.1.24 Deficiency Credits: Credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to correct a Solution Deficiency within a prescribed period, including, but not limited to, Downtime or any Solution Performance Deficiency, as further specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.1.25 Deliverable: Items and/or Services provided or to be provided by Contractor under this Contract, including any of the numbered Deliverables set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.26 Disaster: A catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) and/or Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.27 Disabling Device: Any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of the County's confidential or proprietary information; or of causing any unplanned interruption of; or accessibility of the Solution or any component to the County or any User, or which could alter, destroy or inhibit the use of the Solution or any component, or the data as further specified in Paragraph 13.1 (General Warranties) of this Contract.
- 2.1.28 Documentation: Any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software and hardware specifications and functions, training course materials, specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials

relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Documentation in electronic form must be in Software formats acceptable to the County.

- 2.1.29 Downtime: The period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.
- 2.1.30 Final Acceptance: The County's Acceptance of full Solution Implementation consistent with the Solution Requirements hereunder as evidenced by the County's written approval in accordance with the terms of this Contract of the designated Deliverable under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.31 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.32 Go-Live or "Production Cutover": The cutover of the Solution to the Production Environment pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.33 Hardware Upgrade: Any addition to, or replacement of, any component of the Solution Hardware available or made available after the initial Go-Live of the Solution, in order to comply with Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables), Exhibit B (Solution Requirements), Exhibit C (Service Level Agreement) and/or any of the specifications set forth in this Contract.
- 2.1.34 Holdback: Has the meaning set forth in Paragraph 7.1.7 (Holdbacks) of this Contract.
- 2.1.35 Implementation Period: The period from the Effective Date of this Contract through the Solution's Final Acceptance by the County.
- 2.1.36 Interface: The set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any interfaced system, networks, applications, modules and Users, and related Documentation, previously provided or to be provided by Contractor to the County during the entire Term of this Contract as part of Solution Implementation or Optional Work.
- 2.1.37 License: The terms and conditions granting the County and its Users rights to use the Application Software licensed by Contractor for use under this Contract as specified in Paragraph 11.2 (License) of this Contract.
- 2.1.38 Licensed Software: The Application Software licensed by Contractor to the County under this Contract, and related Documentation, including any pre-developed or newly developed software and other tools, Replacements Products, and any additional software.
- 2.1.39 Maintenance Period: The period from Final Acceptance through the end of the Term of this Contract.

- 2.1.40 Maximum Fixed Price: The maximum amount to be paid by the County to Contractor for any Optional Work approved by the County to be provided by Contractor in accordance Paragraph 3.3.4 (Optional Work) of this Contract.
- 2.1.41 Operating Software: Includes the operating and database software and other products which are necessary and must be provided by Contractor or the County as part of the Solution Environment.
- 2.1.42 Maintenance & Support (M&S): Maintenance Services and Support Services provided by Contractor in accordance with this Contract, as further specified in Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables) and Exhibit C (Service Level Agreement).
- 2.1.43 Optional Work: Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to the County throughout the entire Term of this Contract upon the County's request and approval in accordance with Paragraph 3.3.4 (Optional Work) and identified appropriately in Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule).
- 2.1.44 Pool Dollars: The amount allocated under this Contract for the provision by Contractor of Optional Work throughout the entire Term of this Contract.
- 2.1.45 Production Environment: The Solution Environment set up by Contractor as part of Solution Implementation pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for Production Use of the Solution.
- 2.1.46 Production; Production Use: The actual use of the Solution by the County and its Users for the performance of their operations commencing upon Production Cutover.
- 2.1.47 Professional Services: Includes training, consulting Services, programming and/or other Services requiring professional expertise that Contractor provides, upon the County's request in the form of Optional Work in accordance with Paragraph 3.3.4 (Optional Work) of this Contract.
- 2.1.48 Programming Modifications: Modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation that Contractor will provide throughout the entire Term of this Contract, upon the County's election, for the Solution to meet existing or future Requirements specified by the County or other governing bodies. Once accepted and approved by the County, all Programming Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.1.49 Project: The implementation, maintenance and support for the Solution, and any other related Work provided by Contractor in accordance with the terms of this Contract.
- 2.1.50 Replacement Product: Any software or maintained hardware product for which Contractor must replace any or all components of the Licensed

Software or hardware during the Term of this Contract, as further specified in Paragraph 13.4 (Continuous Product Support) of this Contract.

- 2.1.51 Service Fees: Includes the fees to be paid by the County to Contractor for the provision of M&S Services under this Contract in accordance with the terms of this Contract, including Exhibit C (Service Level Agreement) to this Contract.
- 2.1.52 Service Levels: Contractor's Service obligations to the County during Production Use of the Solution as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.1.53 Services: Services related to Solution Implementation, M&S, any Services that are part of Optional Work, and any other Services that may be provided by Contractor under this Contract.
- 2.1.54 Software Updates: Includes any additions to and/or replacements to the Solution Software, available or made available subsequent to the first Go-Live of the Solution, and will include all Application Software and firmware performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including, but not limited to, those required for the Solution to remain in compliance with applicable federal and state laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract, with all respective Attachments and Schedules thereto.
- 2.1.55 Solution: The combination of the software, hardware, and tools which comprise the Solution Environment, provided by Contractor to the County to meet the Solution Requirements.
- 2.1.56 Solution Availability: During any calendar month wherein, the Solution is not experiencing Downtime, as described in Exhibit C (Service Level Agreement) to this Contract.
- 2.1.57 Solution Environment: The architectural and operational environment(s) (whether cloud-based and/or Contractor-installed County-owned hardware) for the Solution provided by Contractor to the County as part of the Solution, and related Documentation, which includes, but is not limited to, the Production Environment, Test Environment, and Client Environment.
- 2.1.58 Solution Hardware: All hardware that is part of the Solution and provided by Contractor to the County pursuant to this Contract, and related Documentation, all of which is provided, maintained, supported, and upgraded (as applicable) by Contractor under this Contract.
- 2.1.59 Solution Implementation: All goods and Services for implementing the Solution, including, but not limited to, Solution Environment setup, installation of the System Hardware, Licenses for Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance

Tests, training and any other Work to be provided by Contractor as part of the Solution Implementation pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), in order to meet the requirements of this Contract up to and including Final Acceptance.

- 2.1.60 Solution Migration: Tasks and Deliverables associated with the migration from the County's existing systems to the Solution, as further specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.61 Solution Requirements: The "Requirements" as listed in Exhibit B (Solution Requirements) to this Contract.
- 2.1.62 Solution Software: All System Software and firmware that is part of the Solution provided by Contractor pursuant to this Contract, and related Documentation, including Application Software and Operating Software.
- 2.1.63 Statement of Work: The directions, provisions, and requirements provided herein as Exhibit A (Statement of Work), and special provisions herein and therein pertaining to the method, frequency, manner, and place of performing the Services described in this Contract.
- 2.1.64 Subcontract: An agreement between Contractor and a 3rd party to provide goods and/or Services to fulfill Contractor's performance under this Contract.
- 2.1.65 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.66 System: The hardware, software and data comprising the Solution (whether cloud-based and/or Contractor-installed County-owned hardware), including, but not limited to, the System Hardware, System Software and System data, provided by Contractor or the County in accordance with the terms of this Contract.
- 2.1.67 System Hardware: All computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and any related Documentation, provided by Contractor or the County for the Solution.
- 2.1.68 System Software: All Application Software and Operating Software, and related Documentation, provided by Contractor to the County as part of the Solution and residing in the Solution Environment, and does not include the firmware.
- 2.1.69 Task; Subtask: One of the areas of work to be performed under this Contract, including but not limited to those enumerated as Tasks and Subtasks in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.70 Technology Refresh: Has the meaning set forth in Paragraph 3.5 (Technology Refresh) of this Contract.

- 2.1.71 Term: Has the meaning set forth in Paragraph 5.0 (Term of Contract) of this Contract.
- 2.1.72 Test Environment: The component of the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for non-Production Use of the Solution, including software development, installation, testing of software and Interfaces, and training.
- 2.1.73 Third-Party Software: Any software of third parties that may be provided, maintained and/or supported by Contractor under this Contract as part of the Solution, including Application Software and Operating Software provided by third parties.
- 2.1.74 User: Any person authorized by the County to access or use the Solution in accordance with this Contract.
- 2.1.75 Version Release: Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or System compatibilities.
- 2.1.76 Work: All Tasks, Subtasks, Deliverables, goods, Services, and other Services provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including Solution components, Solution Implementation Services, M&S Services, and Optional Work.
- 2.1.77 Work Product: Any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, User Interfaces and screen designs, utilities, routines, and tools, that was developed by Contractor prior to performance or independent of this Contract, as further specified in Paragraph 11.1.4 (Work Product) of this Contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all Tasks, Deliverables, Services and other Work as set forth herein.
- 3.2 If Contractor provides any Tasks, Deliverables, goods, Services, or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will make no claim whatsoever against the County.

3.3 Scope of Work

3.3.1 Solution Components

Contractor must provide to the County: (i) Licenses to all Solution Software provided hereunder, Third-Party Software, Application Software, and Operating Software, and (ii) ownership of, and other proprietary rights to, all Solution Hardware, including, but not limited to, System Hardware and

Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Contract as such may be revised during the Term of this Contract, and in accordance with the provisions of Paragraph 11.0 (Ownership and License) of this Contract.

3.3.2 Implementation

Contractor must provide Solution Implementation Services, including, but not limited to, System Environment setup, software installation, Programming Modifications, Data Conversion, testing, training, Cloud-based hosting services (if applicable), direct network connectivity to the County's data center, and any other Services through Final Acceptance of the Solution, as required for the successful implementation of the Solution and specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and elsewhere in this Contract.

3.3.3 Maintenance and Support (M&S)

Contractor must provide to the County M&S in accordance with the terms of this Contract, Exhibit C (Service Level Agreement), Exhibit A (Statement of Work), and all attachments thereto. M&S Support obligations will commence upon the Go-Live, will continue through the Final Acceptance of the Solution, and until the termination or expiration of this Contract.

3.3.4 Optional Work

Upon the County's written request and execution of a Change Notice pursuant to the terms of this Contract, Contractor must provide Optional Work, including Programming Modifications, Additional Products, Training, and/or hardware installation and configurations Services, in accordance with this Paragraph 3.3.4 (Optional Work) and Exhibit A (Statement of Work) to this Contract. Programming Modifications and Additional Products, and training will only include those products and services relating to the requirements which were not reflected in the specifications and/or Solution Requirements on the Effective Date, as determined by County Project Director. Future hardware purchases, installation, and configuration services for the six-year anniversary Technology Refresh (see Paragraph 3.5 below) must be delivered by Contractor as Optional Work pursuant to an executed Change Notice.

Notwithstanding the above, any programming gaps that are discovered during implementation that were not identified by Contractor as part of their proposal submission, must be remedied by Contractor and will not be considered Optional Work nor require any additional payment from County.

Upon the County's request and Contractor's concurrence to provide the Optional Work, Contractor must provide to the County within ten Business Days of such request, or as agreed to by the parties, a proposed work order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable fixed hourly rate set forth in Exhibit D (Pricing Schedule) to this Contract.

Contractor's quotation will be valid for a minimum of 90 Days from submission. Contractor must commence the Optional Work following agreement by the parties with respect to the scope of Optional Work and the Maximum Fixed Price, utilizing an executed Change Notice pursuant to Paragraph 10.0 (Amendments and Change Notices) of this Contract.

Upon completion by Contractor and approval by the County of Optional Work: (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work will become part of and be incorporated into the Solution, (ii) additional/new Solution Hardware will become part of and be incorporated into the Solution Environment, (iii) the Solution Requirements and specifications will be updated to include the new and/or updated requirements, specifications, and/or Additional Products, as applicable, as a result of such Optional Work, and (iv) Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule) will be updated accordingly to add the items of such completed and approved Optional Work.

Optional Work may be performed by Contractor: a) at no additional cost to the County as part of Solution Implementation or M&S, or b) at the applicable pricing terms set forth in Exhibit D (Pricing Schedule) to this Contract, payable by the County utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 10.0 (Amendments and Change Notices), the Pool Dollars are the aggregate amount available during the Term of this Contract for Optional Work.

Delivered products resulting from Optional Work provided by Contractor will not increase M&S fees under this Contract.

Any Change Notice executed pursuant to this Paragraph 3.3.4 (Optional Work) prior to the expiration of this Contract, will survive this Contract as though this Contract remained in full force and effect. The expiration of this Contract will not relieve Contractor of its obligation to perform Optional Work resulting from such Change Notice.

3.4 Addition And Deletion of Hardware

3.4.1 Contractor agrees that any addition or deletion of hardware before completion of Solution Implementation, as solely determined by County Project Manager, requires a Change Notice. Any added hardware must be invoiced at the equipment unit prices stated in Exhibit D (Pricing Schedule) to this Contract.

3.4.2 Contractor agrees that any addition or deletion of hardware after CAD Solution Final Acceptance, requires a Change Notice. Any added hardware after Final Acceptance must be invoiced at the lowest available market price plus a not-to-exceed handling fee of 5%.

3.5 Technology Refresh

3.5.1 The parties will agree to a written Technology Refresh Implementation Strategy (TRIS) pursuant to Task 1 (Project Plan and Management) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).

The TRIS will, among other things, be devised to minimize disruption to County operations. The Technology Refresh is intended to update key solution components (hardware/software) with the most contemporaneous and advanced technologies currently available.

- 3.5.2 At the conclusion of the fifth year of this Contract following Final Acceptance, the County and Contractor agree to conduct a hardware/software replacement (Technology Refresh) for all or any subset of the Solution components as determined solely by County Project Director. Presuming this Contract has been extended beyond the current Term by the County, a Technology Refresh will be implemented every five years thereafter. Notwithstanding, the County makes no guarantee that the Technology Refresh(es) will occur, nor does the County guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Contract.
- 3.5.3 The cost for the Technology Refresh will be borne by the County by means of an approved and executed Change Notice utilizing Pool Dollars. Contractor must secure the lowest possible pricing for the Technology Refresh, minus any bulk purchase discounts as applicable, plus a not-to-exceed 5% markup for handling (e.g., purchasing and administration, setup/configuration, and removal of old replacement hardware). The not-to-exceed 5% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax.
- 3.5.4 Contractor must ensure that all key Solution components (hardware/software) for both the primary and secondary data centers remain under manufacturer and/or extended warranty throughout the entire Term of this Contract following Final Acceptance. Any Work performed as a result of Contractor's failure to procure and maintain warranties for all key Solution components, will not be billable to the County.
- 3.5.5 The County and Contractor agree that Contractor will not be subject to remedies for any Downtime resulting from any Technology Refresh), provided Contractor is fully compliant with the agreed-upon processes described in the TRIS.

3.6 Testing of Work

Contractor must conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Contract. The Solution must be free of any material Deficiencies and Optional Work must meet the requirements of the applicable Change Notice. Solution tests must test, among others, the Solution's functionality, integration and interfacing, volume endurance, System performance, and User Acceptance, as applicable.

3.7 Integration/Interfacing

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications in the form of Optional Work. If such

Application Modifications are to be integrated and/or interfaced with other software and/or systems by Contractor or at the direction of Contractor, the Application Modifications will not be deemed accepted by the County until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, in accordance with the terms of this Contract. Contractor will neither assert or obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

The County will be responsible for providing platform-independent Application Performance Interface (API) and Documentation to support Contractor's development of any such Interface.

3.8 Approval of Work

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have the County's prior written approval from County Project Director. In no event will the County be liable or responsible for any payment prior to such written approval. Furthermore, the County reserves the right to reject any Work not approved by the County.

If Contractor provides any Tasks, Subtasks, Deliverables, goods, Services, or other Work to the County other than those specified in this Contract, or if Contractor provides such items requiring the County's prior written approval without first having obtained such written approval, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will not assert any claim whatsoever against the County.

3.9 No Offshore Work

Contractor warrants: (i) that all Services will be performed and rendered within and from within the United States, and (ii) that Contractor must not transmit or make available any of the County's Confidential Information, the County's intellectual property or any County property, including County Materials, to any entity or individual outside the United States.

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

4.0 PROJECT PLANNING

- 4.1 Contractor must implement the Solution in accordance with the Detailed Work Plan set forth in the Project Control Document (PCD), developed and delivered pursuant to Task 1 (Project Plan and Management) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work). The Detailed Work Plan must, at a minimum, include the following items:

- a. Tasks,
- b. Subtasks,
- c. Deliverable Number,
- d. Description,
- e. Due date,
- f. Milestones achieved,
- g. Pay points,
- h. Task relationships including where applicable finish to start (FS), start to start (SS), finish to finish (FF), start to finish (SF), and critical path,
- i. Associated or dependent Deliverable,
- j. Timeline, and
- k. Any other items reasonably required for the Solution, by the County, under this Contract.

4.2 Deliverable Milestones, Deliverables

The PCD must identify certain critical Deliverables as “milestones”, as determined by the County. Approval of Deliverables will not be unreasonably withheld or delayed by the County. The County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

All Deliverables, including all Deliverable milestones, will be deemed completed for purposes of this Paragraph 4.2 (Deliverable Milestones, Deliverables), on the earliest date that all of the Tasks, Subtasks, Deliverables, goods, Services and other Work required for the completion of such Deliverable are completed and delivered to the County, provided that all of such Tasks, Subtasks, Deliverables, goods, Services and other Work required for the completion of such Deliverable are thereafter approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above, without prior rejection by the County or significant delay in the County’s approval thereof, which delay is the result of Contractor’s failure to deliver such Tasks, Subtasks, Deliverables, goods, Services and other Work in accordance with the terms hereof.

For purposes of this Paragraph 4.2 (Deliverable Milestones, Deliverables), the determination of whether a Deliverable has been completed and is approved, and of the date upon which such Deliverable was completed, will be made by County Project Director as soon as practicable after the County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

5.0 TERM OF CONTRACT

5.1 The Term of this Contract will commence upon the County's Final Acceptance of the CAD Solution, for a term of six years unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).

5.2 At the end of the Initial Term, the County may, at its sole option, extend the Term of this Contract for four additional one-year periods (Option Terms), subject to, among others, the County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. Each such Option Term will be exercised in accordance with Paragraph 10.3 (Amendments) of this Contract. If the County elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire.

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

5.3 Notice of Expiration

Contractor must notify the County when this Contract is within six months from the expiration of the Term. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address set forth in Exhibit F1 (County's Administration) to this Contract.

6.0 CONTRACT SUM

6.1 Maximum Contract Sum

The Maximum Contract Sum under this Contract will be the total monetary amount payable by the County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, Services, and other Work required or requested by the County under this Contract.

The Maximum Contract Sum, including all applicable taxes, authorized by the County hereunder will not exceed \$59,112,999.05, as further detailed in Exhibit D (Pricing Schedule) to this Contract, unless this Contract Sum is modified pursuant to a duly approved Amendment to this Contract by the County's and Contractor's authorized representatives pursuant to Paragraph 10.0 (Amendments and Change Notices) of this Contract.

The Maximum Contract Sum under this Contract will provide for all authorized payments the County may make to Contractor for all Work provided by Contractor under this Contract, including all Solution Implementation Services*, Solution components, M&S, and any Optional Work.

*Any additional programming gaps that are discovered during Implementation that were not identified by Contractor as part of their proposal submission, must be

remedied by Contractor at Contractor's sole expense and without any unnecessary delay.

6.1.1 Written Approval for Reimbursement

Contractor is not entitled to payment or reimbursement for any Tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as explicitly specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur without the County's prior express written approval.

6.1.2 Notification of 75% of Total Contract Sum

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Contract Sum, including Pool Dollar expenditures, authorized under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit F1 (County's Administration) to this Contract.

6.1.3 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor must not assert any claims against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6.2 Solution Implementation

6.2.1 Cost of Solution Implementation

The County will reimburse Contractor for the cost of Solution Implementation, which will include, but not be limited to, all goods and Services for implementing the Solution (e.g., Solution Environment setup, installation of the System Hardware, License(s) for the Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests, training, and any other Work provided by Contractor hereunder). All payments by the County to Contractor for Solution Implementation will be paid on a per-Deliverable basis, as applicable, in accordance with the payable Deliverables identified in the PCD as "milestones", and pricing set forth in Exhibit D (Pricing Schedule) to this Contract.

6.2.2 Deliverable Milestones

A milestone will be deemed completed for purposes of this Paragraph 6.2.2 on the earliest date that all the Tasks, Subtasks, Deliverables, goods, Services, and other Work required for completion of such milestone are completed and delivered to the County, and thereafter approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above. The determination of whether a Deliverable milestone has been completed, and the date upon which such Deliverable was approved, will be made by County Project Director as soon as practicable in accordance with Paragraph 3.6 (Testing of Work) above, after the County is informed by Contractor that such Deliverable has been completed, and is given all the necessary information, data, and documentation to verify such completion.

6.2.3 Credits to County

Contractor agrees that delayed performance by Contractor will cause damages to the County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor will be liable to the County for liquidated damages in the form of credits as specified in this Paragraph 6.2.3 (Credits to County). Parties agree these credits are fair and reasonable estimate(s) of such damages. Any amount of such damages is not and will not be construed as penalties and, when assessed, will be deducted from the County's payment that is due.

The County will be entitled to receive credit against any or all amounts due to Contractor under this Contract or otherwise, in the total amount of \$500 for each day after the due date for each occasion upon which a payable Deliverable identified in the PCD as a "milestone" has not been completed by Contractor within 15 Days after the due date. Notwithstanding the foregoing, the County will not demand any credit for Contractor's delays which are a result of delays caused by acts or omissions of the County, nor for any delays regardless of cause that may otherwise be approved in writing at the sole discretion of County Project Director. All the foregoing credits will apply separately, and cumulatively, to each milestone in the project schedule. Pursuant to this Paragraph 6.2.3, County Project Director, in their sole discretion, will assess whether credits are due to the County.

6.2.4 Termination

In addition to any other remedies available to the County under this Contract, if any Deliverable identified as a milestone is not completed within 30 Days after the applicable due date set forth in the project schedule and thereafter is not approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above, other than as a result of delays caused solely by acts or omissions of the County, and unless County Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion to extend such due date, then the County may, upon notice to Contractor, terminate this Contract for default in

accordance with Paragraph 22.0 (Termination for Default) or for convenience in accordance with Paragraph 21.0 (Termination for Convenience) of this Contract, as determined in the sole discretion of the County.

6.2.5 Maintenance & Support (M&S)

Service Fees for provision of M&S Services by Contractor to the County, will be paid to Contractor by the County commencing upon Final Acceptance, as provided in Exhibit D (Pricing Schedule) to this Contract. Service Fees, including all components thereof, will not exceed the amounts specified in Exhibit D (Pricing Schedule) to this Contract.

6.2.6 Non-Appropriation of Funds

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

7.0 INVOICES AND PAYMENTS

7.1 Invoices

Contractor must invoice the County in accordance with Exhibit D (Pricing Schedule) to this Contract: (i) for Solution Implementation, broken down by Deliverables, payable following completion by Contractor and approval by the County of each such Deliverable, (ii) for M&S, the annual fee to be paid in advance for Service fees commencing upon Final Acceptance, and (iii) for Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which must not exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor's completion and the County's written approval of the Optional Work.

7.1.1 Submission of Invoices

Contractor's invoice must include the charges owed to Contractor by the County under the terms of this Contract as provided in Exhibit D (Pricing Schedule) to this Contract. All invoices and supporting documents under this Contract must be submitted to the person designated and the address specified in Exhibit F1 (County's Administration) as County Project Manager.

7.1.1.1 Invoice Details

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

- a. Contract Name and Number,
- b. The Tasks, Subtasks, Deliverables, goods, Services or other Work for which payment is claimed, including Solution Implementation Deliverables, M&S Services and any Optional Work,
- c. The price of such Tasks, Subtasks, Deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Exhibit D (Pricing Schedule) to this Contract, or the Change Notice including the Maximum Fixed Price, as applicable,
- d. If applicable, the date of written approval of the Tasks, Subtasks, Deliverables, goods, Services or other Work by County Project Director,
- e. Indication of any applicable withhold or Holdback (refer to Paragraph 7.1.7 below) amounts for payments claimed or reversals thereof,
- f. Indication of any applicable credits due to the County under the terms of this Contract or reversals thereof,
- g. If applicable, a copy of any required Acceptance Certificates signed by County Project Director, and
- h. Any other information required by County Project Director.

7.1.1.2 Approval of Invoices

All invoices submitted by Contractor to the County for payment must have the County's written approval as provided in this Paragraph 7.1.1.2 (Approval of Invoices), which approval will not be unreasonably withheld. In no event will the County be liable or responsible for any payment prior to such written approval.

7.1.1.3 Invoice Discrepancies

County Project Director will review each invoice for any discrepancies and will, within 30 Days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor must review the disputed charges and send a written explanation detailing the basis for the charges within 30 Days of receipt of the County's notice of discrepancies and disputed charges. If County Project Director does not receive a written explanation for the charges within such 30-Day period, Contractor will have waived its right to justify the original invoice amount, and the County, in its sole discretion, will determine the amount due, if any, to Contractor and pay such amount in

satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Contract.

All County correspondence relating to invoice discrepancies must be sent by email, followed by hard copy, directly to County Project Manager with a copy to County Project Director at the addresses specified in Exhibit F1 (County's Administration) to this Contract.

7.1.2 Delivery of System Software

It is the intent of the parties that if any System Software or Documentation provided by Contractor under this Contract, including any product of M&S Services and any Optional Work, is delivered to the County, such System Software and Documentation is delivered: (i) in an electronic format (i.e., via electronic mail or internet download) or (ii) personally by Contractor staff who must load such System Software and Documentation onto the County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., USB, printed manuals, external hard drive) used to deliver the System Software and Documentation to the County.

Any System Software and Documentation that is provided or delivered by Contractor to the County in a tangible format will be F.O.B. Destination. This Contract Sum shown in Paragraph 6.1 (Maximum Contract Sum) above, includes all amounts necessary for the County to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by the County from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, will be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such transportation and related insurance charges.

7.1.3 Delivery of System Hardware

It is the intent of the parties that all System Hardware or Documentation provided by Contractor under this Contract is provided or delivered by Contractor to the County F.O.B. Destination. Hardware delivery, set-up, installation, configuration, and optimization services are provided by Contractor to the County as specified in the Implementation Assessment Document, and pursuant to Task 9 (SafetyNet One Installation (as applicable)) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).

The Contract Sum shown in Paragraph 6.1 (Maximum Contract Sum) above includes all amounts necessary for the County to reimburse Contractor for all transportation and related insurance charges, if any, for all System Hardware Components and Documentation procured by the County from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, must be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend,

and hold harmless the County from, all such transportation and related insurance charges.

7.1.4 Sales/Use Tax

The Contract Sum shown in Paragraph 6.0 (Contract Sum) above, will be deemed to include all amounts necessary for the County to reimburse Contractor for all applicable California and any other applicable state and local sales/use taxes on all Solution components and other Work provided by Contractor to the County pursuant to or otherwise due as a result of this Contract, including, but not limited to, any product of Solution Implementation, M&S Services and any Optional Work, to the extent applicable. All California sales/use taxes must be paid directly by Contractor to the State or other taxing authority.

Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such California and other state and local sales/use taxes. Further, Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the 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 must pay such tax directly to the State or other taxing authority. In addition, Contractor is 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 the County does not hold title.

7.1.5 Payments

Provided that Contractor is not in default under any provision of this Contract, the County will pay all invoice amounts to Contractor within 30 Days of receipt of invoices that have not been disputed in accordance with Paragraph 7.1.1.3 (Invoice Discrepancies) above. The County's failure to pay within the 30-Day period, however, will not be deemed as automatic invoice approval or Acceptance by the County of any deliverable for which payment is sought, nor will it entitle Contractor to impose an interest or other penalty on any late payment.

7.1.6 County's Right to Withhold Payment

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

7.1.7 Holdbacks

7.1.7.1 The County will withhold an amount equal to 20% of each Deliverable invoice submitted by Contractor under this Contract (Holdbacks) and approved by the County pursuant to Paragraph 3.6 (Testing of Work) above, for all Work outlined in Exhibit A (Statement of Work) to this Contract, during Solution

Implementation through Final Acceptance, as further specified in Exhibit D (Pricing Schedule) to this Contract, as may be amended from time to time. Holdback amounts will not apply to invoices for Optional Work, nor for ongoing M&S Services.

- 7.1.7.2 The cumulative amount of such Holdbacks will be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Contract owed to the County by Contractor, including, but not limited to, any amounts arising from Paragraphs 7.1.1.3 (Invoice Discrepancies) and 7.1.6 (County's Right to Withhold Payment) above, and any partial termination of any Task, Subtask or Deliverable set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), as provided herein.
- 7.1.8 Contractor must invoice the County only for the Tasks, Deliverables, goods, Services, and other Work specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and elsewhere hereunder. Contractor must prepare invoices, which must include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments will be as provided in Exhibit D (Pricing Schedule) to this Contract, and Contractor must be paid only for the Tasks, Deliverables, goods, Services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment will be due to Contractor for that Work.
- 7.1.9 Contractor's invoices must be priced in accordance with Exhibit D (Pricing Schedule) to this Contract.
- 7.1.10 Contractor's invoices must contain the information set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), describing the Tasks, Deliverables, goods, Services, Work hours, and facility and/or other Work for which payment is claimed.
- 7.1.11 Local Small Business Enterprises – Prompt Payment Program (if applicable)
Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

7.2 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 7.2.1 The County has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the County Auditor-Controller (A-C).
- 7.2.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is

reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

8.0 ADMINISTRATION OF CONTRACT – COUNTY

8.1 County's Administration

All persons administering this Contract on behalf of the County and described in this Paragraph 8.0 (hereinafter "County Personnel") are identified in Exhibit F1 (County's Administration) to this Contract. Unless otherwise specified, reference to each of the persons listed in Exhibit F1 (County's Administration) to this Contract, will also include any authorized designee. The County will notify Contractor in writing of any change in the names and/or addresses of the persons listed in Exhibit F1 (County's Administration) to this Contract.

No member of the County is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 10.0 (Amendments and Change Notices) below.

8.2 County's Personnel

8.2.1 County Project Director

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

8.2.2 County Project Manager

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

8.3 County Personnel, Other

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

9.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

9.1 Contractor's Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 9.0 (Administration of Contract – Contractor) are identified in Exhibit F2 (Contractor's Administration) to this Contract. All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit F2 (Contractor's Administration) of this Contract, must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the County in writing of any change in the names and/or addresses of Contractor Personnel.

9.2 Contractor's Personnel

9.2.1 Contractor's Project Director

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

9.2.2 Contractor's Project Manager

Contractor's Project Manager is responsible for Contractor's day-to-day activities as related to this Contract and for reporting to the County in the manner set forth in Paragraph 9.6 (Reports by Contractor) below. Contractor's Project Manager must communicate with County Project Manager on a regular basis and must be available on Business Days, during Business Hours or as otherwise required by the County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Director must meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by the County. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

9.3 Approval of Contractor's Staff

- 9.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, and as appropriate, licensed or certified in the Tasks required by this Contract. Contractor must supply sufficient and competent staff at all times to discharge its responsibilities hereunder in a timely and efficient manner.
- 9.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's key staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor key staff performing or offering to perform Work hereunder. Contractor must provide the County with a resume of each proposed initial key staff member as well as a proposed substitute, and an opportunity to vet any such person prior to performance of any Work hereunder. Contractor has 30 Days from the date of the County's written request to replace such key staff.
- 9.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement (Exhibit G2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) of this Contract), for each member of Contractor's key staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor key staff first performs Work under this Contract.
- 9.3.4 Contractor must, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor key staff. Contractor must promptly fill any Contractor key staff vacancy with personnel having qualifications (i.e., relevant experience) at least equivalent to those of Contractor key staff member(s) being replaced.
- 9.3.5 In the event Contractor should ever need to remove any member of Contractor key staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible, and must work with County on a mutually agreeable transition plan to provide an acceptable replacement and ensure project continuity. Should the County be dissatisfied with any member of Contractor staff during the Term of this Contract, Contractor must replace such person with another whose qualifications satisfy the County and without undue delay.

9.4 Background and Security Investigations

- 9.4.1 Key staff, and any Contractor staff, with access to the County network or data under this Contract must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information.

- 9.4.2 County Project Director will schedule background investigations with the Department's Civilian Backgrounds Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation. The County will not provide to Contractor or to Contractor Staff any information obtained through the County's background investigation.
- 9.4.3 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County's facility access.
- 9.4.4 These terms will also apply to Subcontractors of County Contractors.
- 9.4.5 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 9.4 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract, and without undue delay.

9.5 Contractor's Staff Identification

- 9.5.1 Contractor must issue all Contractor staff, including Subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 9.4 (Background and Security Investigations) above, a photo identification badge approved by the Department. Contractor staff must prominently display this identification badge on the upper part of the body when entering any County facility or grounds.
- 9.5.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract. Contractor is responsible for retrieving and immediately destroying the staff's County-specified photo identification badge at the time of removal from Work under this Contract, if applicable.
- 9.5.3 If the County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from Work under this Contract.

9.5.4 Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

9.6 Reports by Contractor

In addition to any reports required elsewhere under this Contract, including Exhibit A (Statement of Work) and Attachment A.1 (Tasks and Deliverables) to this Contract, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor must provide to County Project Manager, as frequently as may be requested by County Project Manager, but in no event more frequently than weekly, written reports which must include, at a minimum, the following information:

- a. Period covered by the report,
- b. Summary of Project status as of reporting date,
- c. Overview of the Work provided during the reporting period,
- d. Progress status of each Work component scheduled for the reporting period,
- e. Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution,
- f. Status of contractually defined Deliverables, milestones and walk-throughs scheduled in the Project Schedule,
- g. Action items and decisions from the previous meeting,
- h. Planned activities for the next two reporting periods, and
- i. Any other information which the County may from time-to-time require.

9.7 Rules and Regulations

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: (i) such employee, Subcontractor or agent has violated such rules or regulations, or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent, Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

10.0 AMENDMENTS AND CHANGE NOTICES

10.1 General

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 10.0 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as specifically provided in this Paragraph 10.0 (Amendments and Change Notices).

10.2 Change Notices

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter Change Notice) will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

Change Notices requiring the expenditure of Pool Dollars will require Contractor to prepare a written scope of Work statement and quotation as the basis of the Change Notice and seek written approval of County Project Director with concurrence of County Counsel prior to commencement of any Work relating to such Change Notice, including any Optional Work. County Project Director will be authorized on behalf of the County to approve all Change Notices.

10.3 Amendments

Except as otherwise provided in this Contract, for any change requested by the County which materially affects the scope of Work, Term, payments or any other material term or condition included in this Contract, an Amendment to this Contract must be executed by the County Board of Supervisors and Contractor's authorized representative(s).

Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: (i) add and/or update terms and conditions as required by County's Board of Supervisors or the Chief Executive Office, (ii) execute any of the Option Terms if it is in the best interest of the County, (iii) delete or add equipment, provided such change does not increase the Maximum Contract Sum, (iv) effectuate Contract modifications that do not materially affect the Term of this Contract, (v) affect assignment of rights and or delegation of duties as required under Paragraph 20.0 (Assignment and Delegation/Mergers or Acquisitions) below, (vi)

10.4 Project Control Document

Pursuant to Task 1 (Project Plan and Management) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), Contractor must deliver to the County a Project Control Document (PCD) which includes a Detailed Work Plan (DWP). The DWP will be derived for all Work relating to Solution Implementation Services and

to the extent necessary, for System Maintenance, as described in Exhibit A (Statement Work) to this Contract.

Changes to the PCD must only be made upon mutual written agreement, by both the County and Contractor via an executed Change Notice to this Contract, provided that both parties agree to alter the project schedule such that it does not prejudice either party's right to claim that such alterations constitute an Amendment to this Contract that will be governed by the terms of Paragraph 10.3 (Amendments) above.

10.5 Extensions of Time

Notwithstanding any other provision of this Paragraph 10.0 (Amendments and Change Notices), and to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Contract, County Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in the PCD, provided such extensions, in the aggregate, do not exceed a total of 90 Days beyond the agreed to Final Acceptance date for the Solution.

In such event, and prior to granting any such extension(s) of time, the County will initiate a formal Project Review pursuant to Paragraph 5 (Project Review) of Exhibit A (Statement of Work). In like manner, the County will initiate a formal Project Review for each subsequent 90-Day extension thereafter. Each Project Review may result in: i) an assessment of the Project's progress to-date, ii) an assessment of the future success of the Project, iii) remedial recommendations for continued Work, or iv) a recommendation for termination of this Contract.

11.0 OWNERSHIP AND LICENSE

11.1 Solution Ownership

11.1.1 Solution Environment

Contractor acknowledges that the County or the rightful owner owns all Solution Environment components, including Solution Hardware, and all software provided by the County; while Contractor or the rightful owner will retain ownership of all Solution Environment components provided by Contractor.

11.1.2 Application Software

All Application Software provided by Contractor to the County pursuant to this Contract, including Licensed Software and Application Modifications, and related Documentation, is and will remain the property of Contractor or any rightful third-party owner with which all proprietary rights will reside, and which will be subject to the terms of the License granted pursuant to Paragraph 11.2 (License) below.

11.1.3 Solution Data

All Solution data that is provided or made accessible by the County to Contractor or is generated by the Solution or is the product of the Solution

provided by Contractor hereunder, is and will remain the property of the County.

11.1.4 Work Product

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

11.2 License

11.2.1 License Grant

Subject to the provisions of Paragraph 11.1 (Solution Ownership) above, Contractor hereby grants to the County a perpetual, irrevocable, non-exclusive License to use the Solution Software or any component thereof, as applicable, and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 11.2.3 (Scope of License) below and subject to the restrictions set forth in Paragraph 11.2.4 (License Restrictions) below for the period specified in Paragraph 11.2.2 (License Term) below. Notwithstanding the foregoing, upon mutual agreement of the parties, the County may obtain its own license for any third-party Software that may be provided by Contractor as part of the System Environment, the term and scope of which will be subject to the terms of the County's agreement with the provider of such Third-Party Software.

11.2.2 License Term

The License granted under this Contract will commence upon the earlier of County's access to any Solution Software component or the Effective Date and will continue in perpetuity and without regard to the end of the Term of this Contract.

11.2.3 Scope of License

The License granted by Contractor under this Contract provides the County with the following rights:

- a. To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, workstations, local-area networks and wide-area networks, including web connections, for use by the number of Users specified in Paragraph 3.3 (Project Goals and Objectives) of Exhibit A (Statement of Work), in the conduct of the business of the County as provided in this Contract,
- b. To use, modify, copy and display the Documentation, including, but not limited to the Solution and User manuals and any other specifications or Documentation provided or made accessible by Contractor to the County as necessary or appropriate for the County

to fully enjoy and exercise the rights granted under this Contract and the License granted hereunder,

- c. To permit third-party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for the County to fully enjoy and exercise the rights granted under this Contract and the License, including for the provision of M&S Services, Software Updates, Application Modifications, Professional Services, and other business use or support of the Solution Software as contemplated by this Contract; provided, however, without limiting the County's rights under this Paragraph 11.2.3(c) the County covenants and agrees that it will not exercise any of the rights contained in this Paragraph 11.2.3(c) unless and until any one of the following release conditions occurs:
 - i. The insolvency of Contractor, including as set forth in Paragraph 24.0 (Termination for Insolvency) of this Contract, or
 - ii. Contractor is unwilling or unable to provide all System Maintenance Services in accordance with the terms of this Contract, including the Exhibit A (Statement of Work), or
 - iii. Contractor ceasing to maintain or support the current version or the last two prior Version Releases of the Application Software for reasons other than the County's failure to pay for, or election not to receive, Contractor's System Maintenance Services, and no other qualified entity will assume the obligation to provide such System Maintenance Services, which may result in County's termination of this Contract for default in accordance with Paragraph 22.0 (Termination for Default) below, or
 - iv. Successor ceasing to do business with the County with respect to this Contract,
- d. Pursuant to Paragraph 58.0 (Assignment by County) below, to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by the County and permitted assignees for archive and backup purposes, and (ii) by the County for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to the County by Contractor.

11.2.4 License Restrictions

The County acknowledges and agrees: (i) that the System Software provided by Contractor to the County under this Contract, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to the County are reserved to Contractor, or its licensors, as applicable, and (ii) that Contractor, or its licensors, will retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided

by Contractor hereunder is limited by the restrictions set forth in this Paragraph 11.2.4. Accordingly, the County will not:

- a. Reverse engineer, disassemble or decompile the Application Software provided by Contractor,
- b. Transfer, sublicense, rent, lease, convey or assign (unless resulting from an agreement assignment under Paragraph 58.0 (Assignment by County) below, the System Software provided by Contractor,
- c. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes, and as specified in Paragraph 11.2.3(c) (Scope of License) above,
- d. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party, or
- e. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

12.0 SYSTEM ACCEPTANCE

12.1 Acceptance Tests

Contractor, with the County's assistance where applicable, must conduct all Acceptance Tests specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), to ensure the Solution's compliance with the requirements set forth in this Contract, including, but not limited to Exhibit A (Statement of Work), Exhibit B (Solution Requirements) and Exhibit C (Service Level Agreement), as well as all Attachments thereto. Such Acceptance Tests must test, among other things, the System's functionality, integration and interfacing, volume endurance and User Acceptance. An Acceptance Test will be deemed completed and ready for payment when Contractor provides to the County results of a successful completion of such Acceptance Test and the County approves the Acceptance Test in writing.

12.1.1 Production Use

The Solution will achieve the Go-Live Project Phase and will be ready for Production Use when County Project Director, approves in writing all Acceptance Tests under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), leading to such Go-Live. Contractor's obligations to provide M&S, as specified in this Contract, will commence upon Go-Live for each Project Phase, as applicable.

12.1.2 Final Acceptance

The Solution will achieve Final Acceptance when County Project Director approves in writing the Solution Implementation under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for all phases

of the Project, as applicable. In the event the Solution fails to successfully achieve Final Acceptance in accordance with the Project Schedule, Contractor must provide to the County a diagnosis of the Deficiencies and proposed remedy(ies) for the County's approval and submit the Solution to County for re-testing as required under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work). The County and Contractor must agree upon all such proposed remedies prior to their implementation.

12.1.3 Failed Testing

12.1.3.1 If County Project Director makes a good faith determination at any time an Acceptance Test that the Solution as a whole, or any component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 12.1.3 as "Designated Test"), County Project Director will promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution component or the Solution failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the Solution to be ready for retesting. Contractor must notify County Project Director in writing when such corrections, repairs and modifications have been completed, and when the applicable Designated Test will begin again. If, after the applicable Designated Test has been completed for a second time, County Project Director makes a good faith determination that the Solution component or the Solution again fails to pass the applicable Designated Test, County Project Director will promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution component or the Solution again failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the System to be ready for additional retesting.

12.1.3.2 Such procedure will continue, subject to the County's rights under Paragraph 6.2.4 (Termination) above, in the event Contractor fails to timely complete any Deliverable identified as a milestone, until such time as the County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that the County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being

made, in which latter event, the County will have the right to make a determination, which will be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Paragraph 22.0 (Termination for Default) below on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a Deficiency by re-performance after two attempts, the County and Contractor will work together to agree on a mutually acceptable resolution, provided that if the County and Contractor cannot agree on a resolution, the County may terminate this Contract for default pursuant to Paragraph 22.0 (Termination for Default) below.

12.1.3.3 Such a termination for default by the County will be either, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution, or (ii) if the County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to the County of the Solution as a whole, this entire Contract. In the event of a termination under this Paragraph 12.1.3 (Failed Testing), the County will have the right to receive from Contractor reimbursement of all payments made to Contractor by the County under this Contract for the Solution component(s) and related Deliverables as to which the termination applies or if the entire Contract is terminated, all amounts paid by the County to Contractor under this Contract. If the termination applies only to one or more Solution component(s), at the County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the terms of this Contract or by law.

12.1.4 System Use

Subject to the County's obligations of Acceptance set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and this Contract, following Solution Implementation by Contractor and prior to Final Acceptance by the County, the County will have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to the County where County determines that it is necessary for County's operations. Such Production Use will not restrict Contractor's performance under this Contract and will not be deemed Final Acceptance of the Solution.

13.0 REPRESENTATIONS AND WARRANTIES

13.1 General Warranties

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

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

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

13.2 Standard of Services

Contractor's Services and other Work required by this Contract must, during the Term of this Contract, conform to reasonable commercial industry standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Contract fail to conform to such industry standards, upon notice from the County specifying the failure of performance, Contractor must also, at Contractor's sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and Exhibit C (Service Level

Agreement) to this Contract. Contractor must, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Contract or otherwise.

13.3 System Warranties and Problem Resolution

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

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

- a. All Solution components must be compatible with each other and, to the extent applicable or required, must interface with each other; and the Solution components, when taken together, must be capable of delivering all the functionality as set forth in this Contract, including any Third-Party software and Interfaces, as applicable.
- b. Any Solution enhancements or upgrades must be backward compatible with the County's standard browser(s) and operating system version(s) operated on County workstations such that browser and operating system versions are supported by the respective providers. The County will provide 60-Day notice to Contractor in advance of changes to the County's standard browsers and operating systems.
- c. The Solution, including the System, must be capable of delivering all the functionality and meeting all requirements as set forth in this Contract, including the Solution Requirements, security requirements and the specifications.
- d. The Solution must meet the Solution Performance Requirements within Contractor's control, including, but not limited to, those relating to response time and Solution Availability, as further specified in Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables) and Exhibit C (Service Level Agreement) to this Contract. All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credit, will be deemed Severity Level 1 or Severity Level 2, as determined by County Project Director.

13.4 Continuous Product Support

- 13.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the entire Term of this Contract in order to fulfill its obligations under this Contract and to meet the Solution Requirements, then the License will be deemed to automatically include such Replacement Product without cost or penalty

to the County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by the County, Contractor must provide the necessary training to County personnel to utilize the Replacement Product at no cost to the County.

13.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, Acceptance of any payment under this Contract), will be deemed to have ratified this Contract, subject to the requirements of Paragraph 20.0 (Assignment and Delegation/Mergers or Acquisitions) below. All terms and conditions of this Contract will continue in full force and effect for the Replacement Product.

13.4.3 The following terms and conditions will apply if the County elects to transfer the License to a Replacement Product:

- a. Contractor, or its assignee or successor, must at no cost to the County, implement the Replacement Product in the Solution Environment, convert and migrate all the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product,
- b. Any prepaid Service Fees for the Solution must transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same Term, the credit balance must be applied to future Maintenance Fees or returned to the County, at the County's option,
- c. All modules offered separately must match the original Application Software's level of functionality, must be supplied by Contractor, or its assignee or successor, without additional cost or penalty to the County, and must not affect the calculation of any annual fees,
- d. Contractor must provide to the County the necessary training for purposes of learning the Replacement Product. Such training must be provided at no cost to the County and without undue delay,
- e. All License terms and conditions, at a minimum, must remain as granted herein with no additional fees imposed on the County, and
- f. The definition of Application Software must include the Replacement Product.

13.4.4 Warranty Pass-Through

Contractor must fully assign to the County, as permitted by law or by this Contract, and must otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Solution

component or any other Solution product or service provided hereunder must fully extend to and be enjoyed by the County.

13.4.5 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 13.4.5 (Remedies) may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County's other rights under this Paragraph 13.4.5 (Remedies) and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this Paragraph 13.4.5 (Remedies). The provisions of this Paragraph 13.4.5 (Remedies) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor bears the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or the County's sole fault, to include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution component(s), as well as an assessment of Service Credits and any other corrective measures specified in Exhibit A (Statement of Work), Attachment A.1 (Task and Deliverables) and Exhibit C (Service Level Agreement) to this Contract.

13.4.6 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 13.4 (Continuous Product Support) will constitute a material breach, upon which, in addition to the County's other rights and remedies set forth herein, the County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 22.0 (Termination for Default) below.

14.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

14.1 General Insurance Requirements

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14.0 (General Provisions for all Insurance Requirements). These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

14.2 Evidence of Coverage and Notice to County

14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status

under Contractor's General Liability policy, will be delivered to County and provided prior to commencing Services under this Contract.

- 14.2.2 Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 14.2.3 Certificates must 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 must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- 14.2.4 Neither the County's failure to obtain, nor the 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), will be construed as a waiver of any of the required insurance provisions.
- 14.2.5 Certificates and copies of any required endorsements must be sent to County Project Director at the address specified in Exhibit F1 (County's Administration) to this Contract.
- 14.2.6 Contractor also must promptly report to the 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 must promptly notify the 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 the County.

14.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required

Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.4 Cancellation of or Changes in Insurance

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

14.5 Failure to Maintain Insurance

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

14.6 Insurer Financial Ratings

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

14.7 Contractor's Insurance Must Be Primary

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

14.8 Waivers of Subrogation

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

14.9 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide the County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must

require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

14.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies must not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs, 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 must be executed by a corporate surety licensed to transact business in the State of California.

14.11 Claims Made Coverage

If any part of the required insurance is written on a claim made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

14.12 Application of Excess Liability Coverage

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

14.13 Separation of Insureds

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

14.14 Alternative Risk Financing Programs

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

14.15 County Review and Approval of Insurance Requirements

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

15.0 INSURANCE COVERAGE

15.1 Commercial General Liability Insurance

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

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

15.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must 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.

15.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

15.4 Property Coverage

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

15.5 Technology Errors & Omissions Insurance

Technology Errors & Omissions Insurance includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (i) systems analysis, (ii) systems programming, (iii) data processing, (iv) systems integration, (v) outsourcing including outsourcing development and design, (vi) systems design, consulting, development and modification, (vii) training services relating to computer software or hardware, (viii) management, repair and maintenance of computer products, networks and systems, (ix) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (x) data entry, modification, verification,

maintenance, storage, retrieval or preparation of data output, and (xi) any other Services provided by Contractor, with limits of not less than ten million dollars.

15.6 Privacy/Network Security (Cyber) Insurance

Privacy/Network Security (“Cyber”) liability coverage providing protection against liability for: (i) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (ii) System breach, (iii) denial or loss of service, (iv) introduction, implantation or spread of malicious software code, and (v) unauthorized access to or use of computer systems, with limits of not less than ten million dollars. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status.

15.7 Intellectual Property Warranty and Indemnification

15.7.1 Indemnification – General

Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor must indemnify, defend, and hold harmless the County, its Special Districts, and their elected and appointed officers, employees, Agents and volunteers (collectively referred to for purposes of this Paragraph 15.7.1 as County and its Agents) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party’s patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 15.7.1 as “Infringement Claim(s)”).

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 15.7.1 (Indemnification – General) must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

15.7.2 Indemnification – Intellectual Property

15.7.2.1 Notwithstanding any provision to the contrary, whether expressly or by implication, from and against any and all third-party liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party’s patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 15.7.2

(Indemnification – Intellectual Property) as “Infringement Claim(s)”).

15.7.2.2 Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 15.7.2 (Indemnification – Intellectual Property) must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with information, reasonable assistance and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

15.7.2.3 Contractor must pay and is solely responsible for the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.

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

15.7.2.5 Contractor must, at its option and at no cost to the County, engage in remedial measures by, either: (i) disabling without delay, the affected Software component, as applicable, and either (ii) procuring the right, by license or otherwise, for the County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County’s License, or (iii) replacing or modifying the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually

determined and agreed to by the County and Contractor, until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.7 "Remedial Act(s)"). The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Paragraph 15.7 (Intellectual Property Warranty and Indemnification).

15.7.2.6 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.7.2.5 above will constitute a material breach of this Contract, upon which the County will be entitled to terminate this Contract for default pursuant to Paragraph 22.0 (Termination for Default) below.

16.0 INTENTIONALLY OMITTED

17.0 INTENTIONALLY OMITTED

18.0 CONFIDENTIALITY

18.1 Confidential Information

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the County or the applicable law under Paragraph 9.7 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including, but not limited to, fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the County than the terms of this Contract, including this Paragraph 18.1 (Confidential Information) and Exhibit G2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

Contractor's violation of this Paragraph 18.1 (Confidential Information) will constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor from participation in future County solicitations or from being awarded a contract pursuant to a County solicitation.

18.2 Disclosure of Information

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.2 "information"), Contractor must: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, (ii) promptly transmit to the 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 the County without prior written approval of County's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and (iv) at the expiration or termination of this Contract, return all such information to the County or maintain such information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify the County Project Director immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

18.3 Disclosure Restrictions of Non-Public Information

While performing Work under this Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

18.4 Individual Requests

Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven Days. If an individual makes a request directly to Contractor involving County Information, Contractor must notify County within five Days and County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding

County Information, Contractor must notify County as described in Paragraph 19.0 (Security) below, and County will coordinate an appropriate response.

18.5 Retention of County Information

Contractor must not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

19.0 SECURITY

19.1 System Security

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

19.2 Solution Data Security

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

19.3 Protection of Electronic County Information – Data Encryption

Contractor that electronically transmits or stores Personal Information (hereinafter “PI”), Protected Health Information (hereinafter “PHI”) and/or Medical Information (hereinafter “MI”) must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph 19.3 (Protection of Electronic County Information – Data Encryption), “PI” is defined in California Civil Code Section 17910.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

19.3.1 Encryption Standards – Stored Data

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

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

19.3.2 Encryption Standards – Transmitted Data

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

19.3.3 Definition References

- a. As used in this Policy, the phrase “Personal Information” will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase “Protected Health Information” will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.

- c. As used in this Policy, the phrase “Medical Information” will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

19.3.4 Compliance

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 19.3.4 (Compliance) as of the Effective Date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI and/or MI. Such certification will be evidenced by submission of a completed and signed form set forth in Attachment C.3 (Compliance with Departmental Encryption Requirements) to Exhibit C (Service Level Agreement) to this Contract, prior to being awarded this Contract by the Board of Supervisors. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors' data encryption product(s) generate, and such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 19.3.4 Compliance will constitute a material breach of this Contract, upon which the County may terminate or suspend this Contract, deny Contractor access to the County IT resources and/or take such other actions as deemed necessary or appropriate by the County.

19.3.5 No Policy Exceptions

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

20.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 20.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law practicably allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 20.2 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the County in its sole discretion and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph 20.0 (Assignment and Delegation/Mergers or Acquisitions), the County consent will require a written Amendment to this Contract, which must be formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under

this Contract will be deductible by the County against the claims Contractor may have against the County.

- 20.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's prior express written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor under this Contract as in the event of default by Contractor.

21.0 TERMINATION FOR CONVENIENCE

- 21.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.
- 21.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must:
- a. Stop Work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the Work, as well as Work not effected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.
- 21.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 33.0 (Record Retention and Inspection-Audit Settlement) below.

22.0 TERMINATION FOR DEFAULT

- 22.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:
- a. Contractor fails to timely provide and/or satisfactorily perform any Task, Subtask, Deliverable, goods, Service, or other Work within the times specified in this Contract, including the finalized project plan or project schedule, or
 - b. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Contract, or
 - c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or

- d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including, but not limited to Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables) and Exhibit C (Service Level Agreement), or
 - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must not be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.
- 22.2 If, after the County has given notice of termination under the provisions of this Paragraph 22.0 (Termination for Default), it is determined by the County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 21.0 (Termination for Convenience) above.
- 22.3 The rights and remedies of the County provided in this Paragraph 22.0 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

23.0 TERMINATION FOR IMPROPER CONSIDERATION

- 23.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, 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, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 23.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report should be made either to the County manager charged with the supervision of the employee or to County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 23.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts or other such items and means.

24.0 TERMINATION FOR INSOLVENCY

- 24.1 The County may terminate this Contract immediately and without delay if any of the following occur:

- a. Insolvency of Contractor - Contractor must be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
 - b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
 - c. The appointment of a Receiver or Trustee for Contractor, or
 - d. The execution by Contractor of a general assignment for the benefit of creditors.
- 24.2 The rights and remedies of the County provided in this Paragraph 24.0 (Termination for Insolvency) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 24.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, the County may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of the County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee must allow the County to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and must not interfere with the rights and benefits of the County as provided therein). The foregoing will survive the termination or expiration of this Contract for any reason whatsoever.

25.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

26.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

27.0 EFFECT OF TERMINATION

27.1 Termination by County

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

- a. Contractor and the County will continue the performance of this Contract to the extent not terminated,
- b. Contractor must stop Work under this Contract on the date and to the extent specified in such notice and provide to the County all completed Work and Work in progress, in a medium reasonably requested by the County,
- c. Contractor must: (i) promptly return to the County any and all County Confidential Information, County Materials and any other County data relating to that portion of this Contract and Work terminated by the County, and (ii) destroy all such Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Attachment C.1 (County – Information Security and Privacy Requirements) to Exhibit C (Service Level Agreement),
- d. The County will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract for the Work completed up to the time of termination,
- e. Contractor must return to the County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable,
- f. Upon termination by the County for default pursuant to Paragraph 22.0 (Termination for Default) above or for insolvency pursuant to Paragraph 24.0 (Termination for Insolvency) above, the County will have the right to procure, upon such terms and in such a manner as the County may deem appropriate, goods, Services and other Work, similar to those so terminated, and Contractor must be liable to the County for, and must promptly pay to the County by cash payment, any and all excess costs incurred by County, as determined by the County, to procure and furnish such similar goods, Services and other Work, and
- g. Contractor understands and agrees that the County has obligations that it cannot satisfy without use of the Solution provided to the County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Contract, Contractor must fully cooperate with the County in the transition of the County to a new solution, toward the end that there be no interruption of the County's day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor must allow the County or a County-selected Subcontractor a transition period until expiration of the term of this Contract, or in all other cases, at a date specified by the County,

for the orderly turnover of Contractor's Contract activities and responsibilities without any additional cost to the County.

27.2 Termination Transition Services

Contractor must assist the County in transitioning from the Solution by providing Transition Services, as provided below. Upon the expiration or termination of this Contract, the County may require Contractor to provide Services in the form of Optional Work to assist the County to transition System operations from Contractor to the County or the County's designated third party ("Transition Services"). Upon the County's request for Transition Services, the County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.

Contractor agrees that if the County terminates this Contract for any breach by Contractor or for insolvency of Contractor, Contractor must perform all Transition Services as required by the County at no cost to the County. Contractor must provide the County with all the Transition Services as provided in this Paragraph 27.2 (Termination Transition Services). The duty of Contractor to provide any Transition Services pursuant to this Paragraph 27.2 (Termination Transition Services) will be conditioned on the County continuing to comply with its obligations under this Contract, including payment of all applicable fees. Contractor has no right to withhold or limit its performance of the Transition Services based on any alleged breach of this Contract by the County, other than a failure by the County to timely pay Contractor the invoiced amounts due and payable hereunder. The County will have the right to seek specific performance of this Paragraph 27.2 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Paragraph 27.2 (Termination Transition Services) by either party will not constitute a waiver or estoppel regarding any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to the County, based on the most recent prices applicable under this Contract to similar Services, will be applied in mitigation of any damages that may be awarded.

28.0 WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 28.0 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

29.0 WARRANTY AGAINST CONTINGENT FEES

29.1 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.

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

30.0 INDEPENDENT CONTRACTOR STATUS

- 30.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party will not be, nor be construed to be employees or agents of the other party for any purpose whatsoever.
- 30.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract all compensation and benefits. The County will 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.
- 30.3 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 the County. Contractor is solely liable and responsible for furnishing all Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

31.0 SUBCONTRACTING

- 31.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's key staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to Subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.
- 31.2 In the event Contractor seeks to subcontract any portion of its performance of this Contract by Contractor's key staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:
- a. The reasons for the proposed Subcontract,
 - b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
 - c. A detailed description of the Work to be provided by the proposed Subcontractor,

- d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,
 - e. Required County forms including: (i) Exhibit G1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), (ii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions,
 - f. A representation from Contractor that:
 - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired,
 - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
 - iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
 - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
 - g. Other pertinent information and/or certifications reasonably requested by the County.
- 31.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.
- 31.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.
- 31.5 Notwithstanding any other provision of this Paragraph 31.0 (Subcontracting), Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All Subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the

County or limit, in any way, any of the County's rights or remedies contained in this Contract.

- 31.6 Subcontracting of any Work performed by Contractor's key staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's key staff pursuant to the provisions of Paragraph 9.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's key staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of key staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff.
- 31.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.
- 31.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 31.0 (Subcontracting) or a blanket consent to any further subcontracting.

32.0 RISK OF LOSS

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

33.0 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

- 33.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment records and other records relating to its performance of this Contract. Contractor agrees that the County or its authorized representatives, will 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, must be kept and maintained by Contractor and must be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County,

then, at the County's option, Contractor must pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 33.2 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 must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 33.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 33.0 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 33.4 If, at any time during the entire Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or any other agreement. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

33.5 Audit and Inspection, Information Security and Privacy Requirements

a. Self Audits

Contractor must periodically conduct audits, assessments, testing of its System of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits must be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either: (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by Contractor that

contains any County Information, Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in Contractor's information systems, products, and Services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Paragraph 33.5 (Audit and Inspection, Information Security and Privacy Requirements) must be provided at no charge to the County.

b. County Requested Audits

At the County's expense, it or an independent third-party auditor it commissions, will have the right to audit Contractor's infrastructure, security and privacy practices, data center, Services and/or Systems storing or processing the County Information via an onsite inspection at least once a year. Upon the County's request Contractor must complete a questionnaire regarding Contractor's information security and/or privacy program. The County will pay for the County requested audit unless the auditor finds that Contractor has materially breached this Contract, in which case Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Paragraph 33.5 (Audit and Inspection, Information Security and Privacy Requirements), the County may exercise its termination rights provided by this Contract.

A County requested audit will be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., administrative, physical, and technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration test results, evidence of code reviews, and evidence of System configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party, and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits. Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be

entitled to retain its own counsel, including without limitation County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction, other equitable relief, or make any admission, in any case, on behalf of the County without the County's prior express written approval.

c. County Audit Settlements

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

34.0 COUNTY'S QUALITY ASSURANCE PLAN

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

35.0 CONFLICT OF INTEREST

- 35.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will 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 will in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.
- 35.2 Contractor must 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 or appear to 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 must

immediately make full written disclosure of such facts to County Project Director. Full written disclosure must 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 35.0 (Conflict of Interest) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 35.3 The terms and procedures of this Paragraph 35.0 (Conflict of Interest) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

36.0 COMPLIANCE WITH APPLICABLE LAW

- 36.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
- 36.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 36.0 (Compliance with Applicable Law) must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the County without the County's prior express written approval.
- 36.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the County's regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency

regulations (40 CFR Part 15). Contractor is responsible for staying apprised of any and all relevant changes in the law, including, but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law. Contractor must also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by the County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. The County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the state and federal government, as applicable to this Contract.

- 36.4 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

37.0 FAIR LABOR STANDARDS

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its elected officials, 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 or Subcontractor personnel for which the County may be found jointly or solely liable.

38.0 COMPLIANCE WITH CIVIL RIGHTS LAW

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 will, 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. Additionally, Contractor certifies to the County:

- 38.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 38.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 38.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 38.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

39.0 RESTRICTIONS ON LOBBYING - Federal Funds Projects

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

40.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 40.1 Contractor and its Subcontractors warrant that they fully comply 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 must obtain from all its employees and Subcontractors 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 amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.
- 40.2 Contractor must indemnify, defend, and hold harmless, the County, its elected officials, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the 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.

41.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the Services set forth herein, Contractor must 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 entire Term of this Contract.

42.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

- 42.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report

all job openings and job requirements to: GAINSTART@DPSS.LACOUNTY.GOV and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

43.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and the County agree that, during the entire Term of this Contract and for a period of one year thereafter, neither party will 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.

44.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor must notify its employees, and must 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

45.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

45.1 Responsible Contractor

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

45.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this 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 permanently barred if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

45.3 Non-responsible Contractor

The County may debar a Contractor if the County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: i) violated a material term of a contract with the County or a nonprofit corporation created by the County, ii) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice

which negatively reflects on same, iii) committed an act or offense which indicates a lack of business integrity or business honesty, or iv) made or submitted a false claim against the County or any other public entity.

45.4 Contractor Hearing Board

45.4.1 If there is evidence that Contractor may be subject to debarment, County Project Director 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.

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

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

45.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The 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 in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.

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

the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

45.5 Subcontractors of Contractor

The terms and procedures of this Paragraph 45.5 (Subcontractors of Contractor) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

46.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four years following the furnishing of Services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services described in United States Code Section 1395 through any Subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such Subcontract must provide for such access to the Subcontract, books, documents and records of the Subcontractor.

47.0 REQUIRED CERTIFICATIONS

Contractor must obtain and maintain in effect during the entire Term of this Contract all Licenses, permits, registrations, accreditations and certificates required by all federal, state, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Contract. Contractor must further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, must obtain and maintain in effect during the Term of this Contract all Licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such License, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives will be provided, if required by law, in duplicate, to County Project Manager at the address set forth in Exhibit F1 (County's Administration) to this Contract.

48.0 NO THIRD-PARTY BENEFICIARIES

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

49.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

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

50.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit I (Safely Surrendered Baby Law) to this Contract, in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor must notify and provide to its employees and must require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) to this Contract.

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

52.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations

in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 52.2 As required by the 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 must 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 10810.5, and must 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).

53.0 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 52.0 (Contractor's Warranty of Adherence to the County's Child Support Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 22.0 (Termination for Default) above, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

54.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

54.1 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 as Exhibit H (Jury Service Ordinance) to this Contract.

54.2 Written Employee Jury Service Policy

54.2.1 Unless Contractor has demonstrated to the 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 must have and adhere to a written policy that provides that its Employees must receive from Contractor, on an annual basis, no less than five Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

54.2.2 For purposes of this Paragraph 54.2 (Written Employee Jury Service Policy), "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 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: i) the lesser number is a recognized industry standard as determined by the County, or ii) 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 the County under this Contract, the Subcontractor is also be subject to the provisions of this Paragraph 54.2 (Written Employee Jury Service Policy). The provisions of this Paragraph 54.2 (Written Employee Jury Service Policy) must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

54.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the 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.

54.2.4 Contractor's violation of this Paragraph 54.2 (Written Employee Jury Service Policy) may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

55.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

55.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

55.2 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 entire Term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 55.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

57.0 DISPUTE RESOLUTION PROCEDURE

- 57.1 Contractor and the County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes will be subject to the provisions of this Paragraph 57.0 (Dispute Resolution Procedure) and other provisions in this Contract (such provisions will be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 57.2 Contractor and the County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder.
- 57.3 Neither party will delay or suspend its performance during the Dispute Resolution Procedure.
- 57.4 In the event of any dispute between the parties with respect to this Contract, Contractor and the County will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 57.5 If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 57.6 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to Contractor's chief operating officer or designee, and the Department's Chief Information Officer. These persons will have ten Days to attempt to resolve the dispute.
- 57.7 If at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 57.8 All disputes utilizing this Dispute Resolution Procedure must be documented in writing by each party and will state the specifics of each alleged dispute and all actions taken. The parties will act in good faith to resolve all disputes. At all three levels described in this Paragraph 57.0 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties'

respective representatives, either orally, face-to-face meeting, by telephone, or in writing by exchange of correspondence.

57.9 Notwithstanding the foregoing, in the event of the County's infringement of Contractor's intellectual property rights under this Contract or violation by either party of the confidentiality obligations hereunder, the violated party will have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

57.10 Notwithstanding any other provision of this Contract, the County's right to seek injunctive relief to enforce the provisions of Paragraph 18.0 (Confidentiality) above, will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the County's rights and will not be deemed to impair any claims that the County may have against Contractor or the County's rights to assert such claims after any such injunctive relief has been obtained.

58.0 ASSIGNMENT BY COUNTY

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

59.0 NEW TECHNOLOGY

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

60.0 UNLAWFUL SOLICITATION

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

61.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will 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 will be exclusively in the County. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

62.0 AUTHORIZATION WARRANTY

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

63.0 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 will not be affected thereby.

64.0 SEVERABILITY

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

65.0 NOTICES

- 65.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, will be in writing and will be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt, (ii) by first class registered or certified mail, postage prepaid, or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices will be deemed given at the time of signed receipt in the case of hand delivery, three Days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten Days prior written notice thereof to the other party.

- 65.2 To the County: Notices must be sent to the attention of County Project Manager and County Project Director at the respective addresses specified in Exhibit F1 (County's Administration) to this Contract.
- 65.3 To Contractor: Notices must be sent to the attention of Contractor's Project Manager at the address specified in Exhibit F2 (Contractor's Administration) to this Contract, with a copy to Contractor's Project Director.
- 65.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 65.0 (Notices) by giving written notice of the change to the other party, subject to the County's right of approval in accordance with Paragraph 9.3 (Approval of Contractor's Staff) above.

66.0 ARM'S LENGTH NEGOTIATIONS

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

67.0 RE-SOLICITATION OF BIDS AND PROPOSALS

- 67.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, the County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and Services delivered or contemplated under this Contract. The County will make the determination to re-solicit bids or request proposals in accordance with applicable County policies.
- 67.2 Contractor acknowledges that the County, in its sole discretion, may enter into an agreement for the future provision of goods and Services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

68.0 RECYCLED BOND PAPER

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

69.0 FORCE MAJEURE

- 69.1 Neither party will 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 as "force majeure events").

- 69.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will 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 is not 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 69.0 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 69.3 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.

70.0 NON-EXCLUSIVITY

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

71.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 71.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees or its agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 71.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all County's other rights and remedies provided by law or under this Contract, the County may deduct such costs from any amounts due Contractor from the County under this Contract.

72.0 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 will, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

73.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities may be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday

through Friday, County-observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Manager, which approval will not be unreasonably withheld. Contractor must have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel will be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Manager.

74.0 COUNTY FACILITY OFFICE SPACE

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

75.0 PHYSICAL ALTERATIONS

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

76.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor must use reasonable efforts to ensure that no employee of Contractor or its Subcontractors performs Services under this Contract while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

77.0 TIME OFF FOR VOTING

Contractor must notify its employees and must require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten Days before every statewide election, every Contractor and Subcontractors must 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.

78.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 78.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 78.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Contract. The County

will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

- 78.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 78.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

79.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph 79.0 (Compliance with Fair Chance Employment Practices) of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

80.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

81.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration or termination of this Contract.

82.0 INTENTIONALLY OMITTED

83.0 INTENTIONALLY OMITTED

84.0 COMPLAINTS

84.1 Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

84.2 Complaint Procedures

- a. Within 30 Business Days after this Contract's effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to complaints.
- b. The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- c. If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- d. If, at any time, Contractor wishes to change Contractor's policy, Contractor must again submit proposed changes to the County for approval before implementation.
- e. Contractor must preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- f. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- g. Copies of all written responses must be sent to the County Project Manager within five Business Days of mailing to the complainant.

85.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 10.0 (Amendments and Change Notices) above, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

86.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar software, Service Levels, software models, components, goods or Services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state,

county or municipality at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County. The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 86.0 (Most Favored Public Entity) by review of Contractor's books and records.

87.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 87.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must 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.
- 87.2 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
 - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
 - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
 - d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 87.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must 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.
- 87.4 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.
- 87.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable federal and state laws and regulations to the end that no person must, 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.
- 87.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of

this Paragraph 87.0 (Nondiscrimination and Affirmative Action) when so requested by the County.

- 87.7 If the County finds that any provisions of this Paragraph 87.0 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. The 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 87.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation as allowed under California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 87.9 The terms and procedures of this Paragraph 87.0 (Nondiscrimination and Affirmative Action) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

88.0 PUBLIC RECORDS ACT

- 88.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 33.0 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will 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.
- 88.2 In the event the 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 the County for all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

89.0 DISCLOSURE OF CONTRACT

89.1 Disclosure

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

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

- b. Contractor must develop all publicity material in a professional manner.
- c. During the Term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seal of the County or any County department without the prior written consent of County Project Director for each such item.

89.2 Contractor may, without the prior written consent of the 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 89.0 (Disclosure of Contract) will apply.

89.3 Required Disclosure

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

90.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

90.1 County Materials

Contractor agrees that the County, as applicable, will own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules including Project Plan and Project Schedule, Departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or Work Products originated or created solely for the County, as applicable, through Contractor's Work pursuant to this Contract

and any County data whether provided by the County or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "County Materials"). Contractor, therefore, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five years subsequent to the Term of this Contract, Contractor must retain all of Contractor's working papers prepared under this Contract, including to the extent necessary County Materials. The County will have the right to inspect all such working papers, make copies thereof and use the working papers and the information contained therein.

90.2 Proprietary and Confidential

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

Notwithstanding any other provision of this Contract, the County will not be obligated in any way under this Contract for:

- a. Any disclosure of any materials which the County is required to make under the California Public Records Act or otherwise by any state or federal law or order of court, or
- b. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

90.3 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

90.4 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under Paragraph 90.2 above.

90.5 All the rights and obligations of this Paragraph 90.0 (Ownership of Materials, Software and Copyright) will survive the expiration or termination of this Contract.

91.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

91.1 Contractor must indemnify, hold harmless and defend the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. The County will inform Contractor as soon

as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support Contractor's defense and settlement thereof.

- 91.2 In the event any software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, must either:
- a. Procure for the County all rights to continued use of the questioned software product, or
 - b. Replace the questioned software product with a non-questioned item, or
 - c. Modify the questioned software so that it is free of claims.
- 91.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

92.0 DATA DESTRUCTION

If Contractor has maintained, processed, or stored County data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information has been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

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

The 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 the County, or external to County's boundaries. The County must receive within ten Business Days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor must certify that any County data stored on 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 National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor must provide the County with written certification, within ten Business Days of removal of any electronic storage equipment and devices that validates that all County data was destroyed and is unusable, unreadable, and/or undecipherable.

93.0 Eligible Entities

The County and Contractor agree that Eligible Entities may purchase products or services defined herein under the same terms and conditions as the County,

subject to any applicable local purchasing ordinances and laws of the State of California.

For purposes of this Contract, an Eligible Entity is any public law enforcement/public safety agency whose procurement rules, whether internal or enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as the request for proposals issued by the County to solicit the services secured under this Contract.

The terms and conditions of this Contract will be made available, upon request, to public law enforcement/public safety agencies, "Eligible Entities."

The County will not be construed as a dealer, re-marketer, representative, partner, or agent of any type, of Contractor. Eligible Entities will be solely responsible for ordering services and products under this County Contract. Payments for services and products ordered by an Eligible Entity will be the exclusive obligation of such Eligible Entity.

The County will not be obligated, liable, or responsible for any order made by any Eligible Entity or any employee thereof, or for any payment required to be made with respect to such order, and that any disputes between Eligible Entities and Contractor are not the responsibility of the County. The exercise of any rights or remedies of the Eligible Entities or Proposer will be the exclusive obligation of such parties.

The County makes no representation or guaranty with respect to any minimum purchases by the County, or any Eligible Entity or any employee thereof, under this County contract or any Eligible Entity contract.

Notwithstanding any additional or contrary terms in the Eligible Entity's contract, the applicable provisions of this Contract (except for price, scope of work, product delivery, passage of title, risk of loss to equipment, and warranty conditions) will govern the purchase and sale of the services or products ordered by the Eligible Entities.

94.0 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

At the direction of the Board of Supervisors, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT Contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

95.0 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph 96.0, may be a material breach of this Contract as determined in the sole discretion of the County.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

HITECH SYSTEMS INC. dba PULSIAM

By: Henry P. Unger
Its Authorized Representative

Printed: Henry P. Unger

Title: President

Date: 2025-04-21

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Cammy C. DuPont
Cammy C. DuPont
Principal Deputy County Counsel

Digitally signed by Cammy C.
DuPont
Date: 2025.04.18 16:05:48 -07'00'

EXHIBIT A

STATEMENT OF WORK

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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1.0 INTRODUCTION

The Los Angeles County (County) Sheriff's Department (Department) desires to implement a commercial off-the-shelf Computer Aided Dispatch (CAD) and mobile computing Solution, as well as a long-term maintenance and support program for the Department.

Contractor's CAD Solution must provide advanced functionality and allow the County to leverage System enhancements and support throughout the entire Term of the Contract.

The comprehensive SafetyNet One Solution will enable the Department to provide an efficient and effective CAD Solution for first responders and the public. The implementation will require software Configuration, Customization, and integration with key existing 9-1-1 operations systems, business analysis and other professional services, hardware procurement and deployment, and on-going Maintenance and Support Services. The CAD Solution is "business-critical" for the Department.

2.0 BACKGROUND

The SafetyNet One Solution is intended to replace all the components and functionality of the County's current CAD System.

The Department currently maintains over 2,700 Mobile Data Computers (MDC) and over 1,300 fixed computers that utilize CAD. The MDC and CAD computers are used in field operations, boats, transportation buses, and dispatch centers. The Department's current CAD System enables deputies in the field to gather information on wanted subjects, stolen vehicles, receive calls for service, and enter observations. The current CAD System manages over 40,000 to 60,000 daily inquiries to various law enforcement database systems throughout the County and the nation. The recorded event volume of calls-for-service and unit-initiated observations for the last available three years are shown below:

	2020	2021	2022	Average
Calls for Service entered into CAD	1,024,414	1,039,324	1,045,910	1,036,549
Observation entered into CAD	1,807,758	1,688,563	1,500,058	1,665,460
Total Events entered into CAD	2,832,172	2,727,887	2,545,968	2,702,009

The Department dispatches calls from the following Public Safety Answering Point (PSAP) locations:

North Patrol Division	Central Patrol Division	South Patrol Division	East Patrol Division
Lancaster Station	Avalon Station	Carson Station	Altadena Station
Lost Hills Station/ Malibu	Century Station	Cerritos Station	Crescenta Valley Station
Palmdale Station	Compton Station	Lakewood Station	Industry Station
Santa Clarita Station	East Los Angeles Station	Lomita Station	San Dimas Station
West Hollywood Station	Marina Del Rey Station	Norwalk Station	Temple Station
	South Los Angeles Station	Pico Rivera Station	Walnut / Diamond Bar Station

The following Department bureaus also dispatch calls-for-service:

Countywide Services Division	Special Operations Division
Community College Bureau	Transit Bureau
County Services Bureau	Metrolink
Parks Bureau	

The Department's current 911 answering equipment is Motorola VESTA 911. The equipment was installed in 2019 and is currently under a maintenance contract with AT&T. The answering positions are used to complete the following: answer both 911 and ten-digit administrative calls, place outgoing calls, maintain speed dials, station-to-station "cold" lines, and place one-button transfer calls. The equipment can receive enhanced 911 call data, which at the time of this RFP is being deployed by the Department. Due to the age of the current CAD System, the Department utilizes a custom interface provided by a mapping solution company to verify addresses prior to inputting the address into the CAD System. Sheriff's Communication Center (SCC) serves as the main radio communications relay link for the Department's CAD/Radio Communications System. This System uses a centralized communications configuration coupled with decentralized command and control. This arrangement affords each station direct control over the

disposition of its law enforcement assets while allowing for expanded tactical and communications capabilities coordinated through SCC.

The Department is moving away from this decentralized dispatch model and will be moving towards a true centralized dispatching model with call takers and dispatchers residing under one primary location (TBD) with an additional location (TBD) used as a fallback or secondary location.

The Department will initially deploy a decentralized dispatch model. It is the Department's intent to transition to a centralized dispatching model at a later date, either prior to or after Final Acceptance, as determined by the Department. The County, in its sole discretion, may elect to delay implementing a centralized dispatch model to a later date.

3.0 SCOPE STATEMENT

3.1 The scope of this project is to configure and implement a replacement CAD System to be accessed by a centralized communication center and mobile users. Key Requirements for the Solution are listed in Exhibit B (Solution Requirements) to the Contract.

3.2 Contractor must deploy all Amazon Web Services (AWS) cloud instances and provide ongoing software maintenance. Upon Final Acceptance, Contractor must provide Maintenance & Support (M&S) and Preventive Maintenance (PM) Services throughout the entire Term of the Contract, including any and all extensions.

3.3 Project Goals and Objectives

Contractor must provide the County with perpetual, role-based concurrent User Licenses to access its SafetyNet One Solution. The breakdown of licensed roles is as follows:

Role	Concurrent Users	Named Users
Call Taker	154	770
Dispatcher	106	530
Supervisor	6	30
Command Staff (View Only)	200	1000
Mobile User	2,262	11,310
GIS Specialist Crime Analyst	70	70
System Administrator	8	8

Contractor's deployment of its Solution must be cloud-based and must meet all Solution Requirements outlined in Exhibit B (Solution Requirements) to the Contract.

Contractor must facilitate User and technical training to ensure customer buy-off of the Solution.

4.0 SUCCESS FACTORS

Contractor's success factors will be considered complete when all of the following are completed:

- Contractor has successfully transitioned the Department's current CAD System to its SafetyNet One Solution,
- Contractor has provided User and technical training to select train-the-trainer (T3) subject matter experts,
- Contractor has achieved User buy-off of its SafetyNet One Solution,
- Contractor has delivered all User and Technical Documentation as well as all Documentation generated during implementation as defined throughout Attachment A.1 (Tasks and Deliverables) to this SOW, and
- Contractor has received the County's Final Acceptance for the Solution upon successful completion of all Deliverables outlined in Attachment A.1 (Tasks and Deliverables) to this SOW.

5.0 PROJECT REVIEW

Project Review is a critical element of the County's Quality Control Plan. All deviations from the original and subsequent versions of the Detailed Work Plan must be documented by both Contractor and County Project Director in a form and format agreed-to by the parties.

5.1 Project Delays

Upon such time the cumulative effect of project delays equals 30 Days, a Change Notice will be processed not later than 15 Days following the last observed delay. In like manner, a Change Notice will be processed for each subsequent aggregation of project delays which equals 30 Days. Each Change Notice will identify the following:

- The delayed Task(s),
- Date of delay,
- The reason(s) for each delay, and
- The description of the Work impacted.

5.2 Change Notices

Notwithstanding County Project Director's authority to process Change Notices for Project delays and to grant Contractor reasonable extensions of time for Work performed in accordance with Paragraph 10.5 (Extensions of Time) of the Contract, upon such time the cumulative effect of Project delays equals 90 Days or more, the County, in its sole discretion, will initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department's Office of Technology Planning (OTP) in consultation with County Counsel. Similarly, the

County will initiate a formal Project Review for each subsequent 90-Day extension thereafter.

5.3 Attendance

At a minimum, both Contractor Project Director and Contractor Project Manager or their designee(s) must attend all Project Review meetings, as-needed.

5.4 Each Project Review may result in all or some of the following:

- An assessment of the Project's progress to date and the likelihood of future Project success,
- An assessment of accountability for schedule slippage, quality lapses, and/or other Project issues,
- Recommended remedial actions for continued Work,
- A reset of the Project Schedule, and/or
- Termination of the Contract, in whole or in part.

6.0 PROJECT GOVERNANCE

This Project will be overseen and monitored by the CAD Executive Steering Committee, County Project Director, and County Project Manager, all of whom will monitor Contractor's activities, personnel, and progress on this Project pursuant to the Contract. The following personnel make up the Department's Steering Committee and CAD Team.

- CAD Executive Steering Committee
 - Technology and Support Division – Division Chief or authorized designee
 - County Project Director – Captain of Communication and Fleet Management Bureau (CFMB) or authorized designee
- CAD Team
 - County Project Manager – Lieutenant of CFMB or authorized designee
 - Project Staff - CFMB and Data Systems personnel

7.0 PROJECT ASSUMPTIONS – GENERAL

7.1 Funding has been budgeted for this Project throughout the entire initial Term.

7.2 The underlying legal and institutional basis for the business functions will not significantly change during this Project.

7.3 Throughout the entire Term of the Contract, key members of Contractor's Project team must have sufficient experience so that they can provide practical business expertise in discussions with the County's subject-matter experts.

7.4 Contractor's COTS Solution must be hosted in an AWS Commercial Cloud providing a robust solution for hosting CJIS-compliant workloads in geographically separated environments using US-West-2 region. The architecture must leverage multiple availability zones (US-West-2a, US-West-2b, and US-West-2c) within the

region, each acting as an independent data center with its own power, cooling, and network connectivity. This design must ensure high availability and fault tolerance while maintaining CJIS compliance through comprehensive security controls including encryption at rest and in transit, identity and access management, and continuous monitoring.

- 7.5 During implementation, Contractor Project Manager must be assigned full-time to the Project and remain full-time until the first full month after cutover to Production Use Final Acceptance (actual business use).
- 7.6 Deliverables will be reviewed and accepted by the County in accordance with Attachment A.2 (Deliverable Acceptance Process) to this SOW.
- 7.7 Contractor must provide 24/7 Help Desk operations for:
 - Rectifying/resolving technical problems with SafetyNet One Solution data center functionality, even if it requires coming on-site, and
 - Responding to or assisting an individual User's inquiry during evening/night shifts, weekends, and holidays.

The Help Desk must be available via Contractor's telephone or support portal.

8.0 COUNTY RESPONSIBILITIES

- 8.1 The County will provide executive sponsorship and User buy-in.
- 8.2 County Project Manager will provide Project oversight and management.
- 8.3 County Project Manager will coordinate all the activities of information from, and decisions made by County personnel.
- 8.4 County Project Manager will coordinate obtaining subject-matter expertise on County responsible topics.
- 8.5 The County will notify all concerned parties (e.g., Department's data center, leased building's loading dock) of expected deliveries by Contractor, upon Contractor's notification to County Project Manager.
- 8.6 The County will provide Contractor reasonable access and/or information pertaining to the legacy system including, but not limited to, data, data structure, and data elements.
- 8.7 County Project Manager will provide clarification on any of the Solution Requirements listed in Exhibit B (Solution Requirements) to the Contract.
- 8.8 For the performance of Contractor's Work on-site, the County will provide the following:
 - All required office space,
 - All User PC workstations with browser functionality,
 - Infrastructure,
 - Shared network space,

- Mobile devices with Windows, iOS, or Android operating systems,
- Printers used for printing Documentation/reports from the SafetyNet One Solution, and
- Networking connections/capabilities to the end Users.

For this requirement to be met, Contractor must notify County Project Manager of what is required by Contractor, all of which must be agreed to by the County Project Manager.

8.9 Minimum requirements for hardware by application are:

SafetyNet One Application	OS	Minimum Requirements
CAD Workstations	Windows 10 Windows 11 Professional MacOS	<ul style="list-style-type: none"> • 2 GHz dual-core CPU (minimum) • 2.4 GHz quad-core CPU (recommended) • 8GB RAM (minimum) • 16GB RAM (recommended) • 1920x1080 screen resolution (recommended) • 20 GB free storage • Gigabit Ethernet
Mobile Client	Windows 10 Windows 11 Professional	<ul style="list-style-type: none"> • 2 GHz dual core CPU (minimum) • 2.4 GHz quad core CPU (recommended) • 8 GB RAM (minimum) • 8 GB RAM (recommended) • 20 GB free storage
Mobile Insight	Android	<ul style="list-style-type: none"> • Current and two preceding versions of Android, as of 2024-02-24, 12, 13, and 14 • Memory/storage available to the application: 256MB of memory and 512MB of storage • Cellular modem and GPS receiver • Rear-facing camera is required

		for Augmented Reality and barcode functionality
	iOS	<ul style="list-style-type: none"> • Current and two preceding versions of iOS and iPadOS, as of 2024-02-24, 15, 16, and 17 • Apple iPhone and iPad models supported by Apple • Memory/storage available to the application: 256MB of memory and 512MB of storage • Cellular modem and GPS receiver • Rear-facing camera is required for Augmented Reality and barcode functionality

- 8.10 The County will provide to Contractor all information needed to design Interfaces (including, but no limited to, platform independent third-party application programming interfaces, documentation. etc.)
- 8.11 County Project Manager will provide oversight, for the County and non-County owned and operated Systems, on the design and development of external system Interfaces to/from the Solution.
- 8.12 For inbound Interfaces, the County will be responsible for obtaining from the other System contacts, information needed by Contractor in extracting and transforming data from external Systems to comply with the corresponding approved Interface design.
- 8.13 For outbound Interfaces, the County will coordinate, with the external system contractor(s), the mechanism used in receiving the generated, structured Solution data, and then successfully transforming and processing such data, based on the corresponding approved Interface design.
- 8.14 The County will make best efforts to timely review Contractor Tasks and Deliverables, as specified in Attachment A.2 (Deliverable Acceptance Process) to this SOW.
- 8.15 At the direction of Contractor, the Department will procure through the County's AWS contract the required AWS cloud instances required for the Project.
- 8.16 At the direction of Contractor, the Department will procure through the County's procurement process the required "last mile" for the Project.

9.0 CONTRACTOR RESPONSIBILITIES

Contractor must, under the direction of County Project Manager, perform all Tasks, and Subtasks, as well as produce all Deliverables as set forth in Attachment A.1

(Tasks and Deliverables) to this SOW, as negotiated and finalized between the parties. Contractor's responsibilities must include, but not be limited to, the following:

- 9.1 Performing Work on-site at County facilities during normal business hours (8 a.m. to 5 p.m. (Pacific Time), Monday through Friday, except County-observed holidays) throughout the entire Term of the Contract, unless prior approval is granted by County Project Manager. County Project Manager will also pre-approve Work performed off-site, when required.
- 9.2 Providing all Project Documentation in accordance with Attachment A.2 (Deliverable Acceptance Process) to this SOW, in a form and format as directed by County Project Manager.
- 9.3 Maintaining all Project Documentation throughout the entire Term of the Contract, including, but not limited to, the Project Control Document (PCD) [see Paragraph 2.0 (Task 2 - Ongoing Project Management) of Attachment A.1 (Tasks and Deliverables)]. The PCD will require updates, at County Project Manager's instruction during implementation. All Documentation, as well as all versions of the PCD to-date, are subject to review by the County at any time.
- 9.4 Attending meetings with County personnel. While the number of meetings is not quantified, Contractor is expected to attend all meetings as directed by County Project Manager (e.g., weekly and/or monthly meetings during implementation, throughout the entire Term of the Contract). County Project Manager will also inform Contractor of any Documentation and/or presentations required in advance of the meeting, such as status reports, demonstrations and/or informational documents. Contractor may require, at the County's instruction, participation from their Subcontractor(s), if applicable.
- 9.5 Ensuring all Contractor employees obtain and prominently display identification badges while at any County-designated location that will be on-site pursuant to Paragraph 9.5 (Contractor's Staff Identification), of the Contract, undergo and pass to the satisfaction of the Department, a Security Clearance (i.e., background investigation) by the Department's Civilian Background Unit, pursuant to Paragraph 9.4 (Background and Security Investigations), of the Contract.
- 9.6 Provide all required material and equipment to all Contractor staff needed for completing the Services described throughout the Contract. (Contractor assumes all liability for the loss of, and for the safe operating condition of, said equipment.)
- 9.7 Procuring all Solution software, including all Third-Party software Licenses and subscriptions other than those being procured by the County directly.
- 9.8 Providing ongoing post-implementation M&S and PM Services throughout the entire Term of the Contract, as detailed in Exhibit C (Service Level Agreement) to the Contract.

ATTACHMENT A.1

TASKS AND DELIVERABLES

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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Project Overview

The scope of the Project is to configure and implement a replacement Computer Aided Dispatch (CAD) System to be accessed by a centralized communication center and mobile users.

Key requirements for the Solution are listed in Exhibit B (Solution Requirements) to the Contract.

1.0 Task 1- Project Plan and Management

Contractor Project plan is organized to support a flexible implementation schedule, allowing for functional differences between the Department's processes and application requirements. The Project plan is part of a comprehensive approach to managing a project of this complexity for timely and successful completion.

1.1 Subtask 1A - Project Scope

Critical success factors for the Project are clearly articulated, including well-documented business goals and objectives, frequent and effective communication, well-trained staff, strong project management, and executive management support.

1.2 Subtask 1B - Project Organization, Roles and Responsibilities

Below are the initial Project team roles:

Organization	Role	Responsibility
Contractor / Department	Project Manager	Ensure Work is performed in a timely manner, consistent with Project Documentation and to the satisfaction of the County.
Contractor	Subject Matter Expert (SME) - CAD	To provide expertise in CAD to identify potential challenges and find resolutions to overcome those challenges.
Contractor	SME - Geographic Information System (GIS)	To provide expertise in GIS to identify potential challenges and find resolutions to overcome those challenges.
Contractor	SME - Interfaces	To provide expertise in third-party Interfaces to identify potential challenges and find resolutions to overcome those challenges.
Contractor	Implementation Team	Implement the Solution.
Contractor	Documentation Team	Document the Solution and its configuration for the Department.

Contractor	Development	Fulfill development requirements for the Solution.
Contractor	IT Project Lead	Provide IT guidance and support to the Department throughout the Project's lifecycle.
Contractor	Training Manager	Identify and assess training needs, develop training plans, and implement various training methods to enhance employee skills and performance.
Department	SME - Current CAD Communications Center User	Provide expertise on the current CAD System as well as Department business operations from a communication center user perspective.
Department	SME - Current CAD Mobile User	Provide expertise on the current CAD System as well as Department business operations from a mobile user perspective.
Department	IT	Provide IT guidance and support to the Department throughout the entire Term of the Contract.

1.3 Subtask 1C - Project Planning Checklist

As part of blueprinting and staging, Contractor must create a checklist, approved by the County Project Manager, to ensure that all necessary documents pertinent to the Project have been gathered. The checklist will ensure all activities have been addressed.

1.4 Subtask 1D - Documentation Requirements

Contractor must develop and produce all Documentation related to the CAD System as outlined in Task 13 (Documentation) below.

1.5 Subtask 1E - Assumptions

Contractor assumes the following:

- The Department does not have an existing Enterprise License Agreement with Esri,
- The Department has a routable street network, and
- The Department will leverage existing County contracts for Amazon Web Services (AWS) cloud instances and "last mile" connectivity.

1.6 Subtask 1F - Detailed Work Plan

See the initial Project schedule, in the form of a Microsoft Project Plan posted to SharePoint and accessible by all Project Team members.

1.7 Subtask 1G - Deliverable List

A list of Deliverables must be provided for each Task and Subtask along with a description for each. All Deliverables must be provided in accordance with Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (SOW).

1.8 Subtask 1H - Communications Plan

Contractor must use a hybrid approach, combining in-person and Microsoft Teams meetings to ensure effective interaction and communication. Additionally, a Microsoft SharePoint site will be used to streamline communication and facilitate collaboration among Department and Contractor team members by providing a centralized location for document sharing, updates, and Project resources.

1.9 Subtask 1I - Risk Identification and Management Plan

To effectively identify, communicate, and manage risks, Contractor must provide Documentation in weekly status meetings as well as suggest resolutions or ways to mitigate the risk for the Department to discuss.

1.10 Subtask 1J - Quality Control

Contractor's team members must identify the strategies for quality control during Project planning with the Department. Contractor views quality control as an iterative process that saves time and resources, while resulting in high-quality products and services.

In order to validate that the Project Deliverables and processes used to manage and create the Deliverables are completed with the required level of quality, Contractor must use a quality management plan that identifies these key components.

The focus of quality control is on the Deliverables for the Project. Quality control monitors Project Deliverables to verify that the Deliverables are of acceptable quality and are complete and correct.

The focus of quality assurance is on the processes used in the Project. Quality assurance ensures that Project processes are used effectively to produce quality Project Deliverables.

Objects of Quality Review	Quality Measure	Quality Evaluation Methods
Project Deliverables	Deliverable Quality Standards Completeness and Correctness Criteria	Quality Control Activities
Project Processes	Process Quality Standards Stakeholder Expectations	Quality Assurance Activities

1.11 Subtask 1K - Business Continuity Strategy

Contractor must work closely with the Department and its IT team to develop a business continuity strategy that works within the County's and Department's security requirements.

1.12 Subtask 1L - Technology Refresh Implementation Strategy

Contractor's Technology Refresh Strategy is an ongoing process that assesses current business usage, future needs and contingencies in case of obsolescence or failure. Contractor's account management team in step with Contractor's IT team must conduct a Technology Refresh review for the Department on a bi-annual basis. In conjunction with AWS, Contractor must also review AWS cloud instance traffic and make recommendations accordingly.

Proactive management, maintenance and monitoring ensures the Department will maximize AWS cloud instance performance. Furthermore, knowing well in advance when end user hardware will need replacing allows more time for research, planning and budgeting for upgrades.

Task 1 Deliverables	Pay Point
Executed Contract	Yes
Project Kickoff Meeting	10%
Project Control Document (SharePoint Site)	15%
Project Team Role Assignments Document	5%
Detailed Work Plan (Project Plan)	15%
Project Planning Checklist	5%
Deliverable List	10%
Communications Plan	5%
Risk Identification and Management Plan	10%
Quality Control Plan	5%
Business Continuity Strategy	5%
Technology Refresh Implementation Strategy	5%
All Project meeting related agendas and minutes	10%

2.0 Task 2 – Ongoing Project Management

Contractor must actively track Project status and establish a Project control and reporting system which will provide routine and realistic assessments of progress against the approved PCD in accordance with the Project management techniques established under Task 1.

Contractor must provide Documentation for recurring meetings (e.g., weekly and monthly status meetings) following a uniform format and subject to the review and approval of County Project Manager. Contractor acknowledges that County Project Manager may decide to cancel any meeting(s) at his/her sole discretion.

Contractor's Project management responsibilities are as follows:

- All agendas, minutes, and other Documentation subject to review and approval by County Project Manager.
- All pre-meeting Documentation (e.g., agendas, presentations) must be provided at least one week ahead of scheduled meeting, unless otherwise specified by County Project Manager.
- All post-meeting Documentation must be provided no later than two Business Days following the applicable meeting.
- Any updates required of standard Project management Documentation (e.g., risk management log, issues tracking log) are the responsibility of the Contractor Project Manager.
- All meetings must occur in person, unless otherwise approved by County Project Manager.
- Contractor Project Manager must make available any additional Contractor staff, as required by County Project Manager.

Contractor must utilize an Issue Tracking Log (ITL) for tracking Project issues. Contractor must ensure that the ITL is updated daily. Authorized members of the County's Project team and Contractor's Project team must be able to view and print information about the status of Project issues. The final form and format for the ITL must be approved by County Project Manager. The ITL must, at a minimum, provide the following information for each issue:

- Issue title,
- Issue description,
- Issue type (based on a scheme for classifying issues),
- Date the issue was first identified,
- Date the issue was first entered into the ITL,
- Person(s) involved in initially discovering or reporting the issue,
- Person(s) assigned to manage the resolution of the issue,
- Date of assignment to manage the resolution of the issue (allow for multiple dates to indicate transfer of assignment from one person to another),

- Strategy or plan for resolving the issue (allow for revisions, and show revision history),
- Special instructions or constraints regarding issue resolution (allow for revisions, and show revision history),
- Dates that a resolution to the issue is expected (allow for revisions, and show revision history),
- Actions taken in attempting to resolve the issue (allow for multiple actions, and show the date of each action, the person(s) taking each action, and the result or outcome of each action),
- Current status, and
- Date the issue is closed.

Contractor must deliver a Monthly Status Report by the fifth Business Day of the following month, which must include, but not be limited to, the following:

- The time period covered by the report,
- Summary of Project progress and changes since the previous monthly status report,
- Work completed during that period,
- Work scheduled for completion, but is still pending completion,
- Work expected to be completed during the upcoming period,
- Status of issues that were reported as open in the previous status report,
- Re-opened issues that had been closed as of the previous status report,
- New issues, and
- Revised PCD, updated to reflect current Project status including an updated Gantt chart in Microsoft Project of current Project activities and schedule, which includes an explanation of:
 - What has changed since the previous month's updated PCD, and
- What has changed since the baseline PCD.

Contractor must attend and participate in weekly status meetings with County Project Manager.

Contractor must be prepared to discuss in detail the status of the Project and major issues. Project meetings may be a combination of in-person, video conference (Microsoft Teams), or hybrid approach of both. County's Project Manager may decide to cancel a particular week's meeting at his/her discretion.

Task 2 Deliverables	Pay Point
Updated Project Control Document and SharePoint	No

All Project meeting related Agendas and minutes	
Risk Management Log	
Issues tracking log	
Monthly Status Report	
All Project meeting related agendas and minutes	

3.0 Task 3 – Department Operations, Contractor’s Review

An important step in successful implementation is for Contractor SMEs to become familiar with the Department operations. Contractor must observe, on-site, the Department SMEs to get a complete understanding of daily dispatch operations from all User aspects (e.g., field, station, and tele-communicators). Contractor must submit a report that demonstrates Contractor’s knowledge and understanding of the Department operations. The report must include an analysis of the Department’s business processes.

Contractor understands that County Project Manager will work with Contractor Project Manager to schedule all observations of patrol station, transportation, and communication center operations. Contractor understands a minimum of two weeks’ observation is expected.

Following the observation period, Contractor must deliver a presentation outlining the Department’s call receipt and dispatching procedures as well as field operations as they relate to the mobile Application. In addition to current operations, Contractor’s presentation must identify any potential business process improvements that Contractor recommends to best utilize the Solution.

Finally, Contractor must provide a demonstration to County Project Manager and SMEs identified by County Project Manager. The intent of the demonstration will be to validate how the Application could be configured to meet the County’s current workflow expectations, or how the Application, with configuration, may offer an alternate workflow agreeable to the County.

Task 3 Deliverables	Pay Point
Onsite site visit Report including an analysis of current business processes and recommendations to best utilize the Solution.	Yes
Demonstration for Department SMEs	40%
Contractor’s Proposed Solution Workflow Document	30%
All Project meeting related agendas and minutes	30%

4.0 Task 4 - Design and Development Task

Contractor and the County will actively manage the design process for each agreed-upon Interface based on findings from the County's completed Requirements review and Gap Analysis using various tools such as storyboards, mock-ups, narratives, or similar. Contractor must provide a development plan for each Interface, as outlined in Attachment A.4 (System Interfaces) to Exhibit A (Statement of Work), inclusive of checkpoints. Contractor must manage the development of all Interfaces, frequently collaborating with the County, to ensure the development is proceeding according to schedule and meeting the County's expectations.

4.1 Design

Contractor is responsible for developing a draft design document that outlines all changes and Configurations to Contractor's Solution.

Prior to the development of any Interfaces, Contractor must conduct multiple feedback sessions on County premises, as determined by County Project Manager, with key County stakeholders for technical, functional, and design feedback, thus ensuring accuracy and completeness of the design review document.

During these active review sessions, Contractor must provide:

A review of the data model, Mock-ups, storyboards, or similar to demonstrate the functionality and User Interface, and demonstrations of the functionality, as applicable.

At the conclusion of the review sessions, Contractor must create a final design document, which will provide final specifications for all Interfaces, as well as a plan for managing, developing, testing, and deploying each.

4.2 Development

Using the final design document as a guide, Contractor must develop all Interfaces. Contractor must manage the Interface development, testing, and deployment process.

The development plan for each Interface must have a set of milestones. At the conclusion of each milestone, Contractor Project Manager must document and memorialize each step, as well as obtain acceptance by the County.

Task 4 Deliverables	Pay Point
Requirements Review and Gaps Analysis	Yes
Development plan for each Interface	80%
All Project meeting related agendas and minutes	20%

5.0 Task 5 – System Configuration

Contractor must configure the CAD System at County Project Manager's direction to meet the needs of the County. At the conclusion of Task 5, Contractor must demonstrate the Solution to the County to ensure it meets the County's expectations. If Configuration changes are necessary, Contractor must perform the modifications and include Department resources to participate based on their interest and availability.

Contractor understands the County's expectation is that all Configuration(s) to the CAD System will be completed, tested, approved, and accepted before the County will authorize payment for licensing.

Contractor must ensure the successful Configuration of the Solution, inclusive of any third-party applications necessary to meet the Requirements that have been appropriately reviewed and agreed upon by the County. The County will not be limited to the number of participants or Configuration sessions necessary to complete, test, and achieve acceptance of each modification. The following expectations are to be met for all Configurations:

- The County will provide a team of SMEs as required. To ensure the appropriate resources are made available, Contractor Project Manager must Work with County Project Manager to identify the skill sets required, workload expectations, and dates required for any on-site meetings.
- Contractor Project Manager must document all Configurations made and provide any necessary Documentation to ensure the timely Configuration of the CAD Application.
- Each meeting will be scheduled based on the development timeline and will be mutually agreed upon by both parties in advance.
- At the conclusion of each meeting, Contractor must document, in writing, and submit to County Project Manager all decisions made, any outstanding questions, and any request for follow-up data, as applicable.
- Following the meeting, Contractor must make a resource available to answer any questions that may arise from the Department's hands-on time.

There must be separate tracks for both CAD and Mobile Configurations. Contractor must ensure all Configuration decisions are made in alignment with Department SMEs (e.g., if a Configuration decision is made on the CAD Application that impacts the Mobile Application, Contractor must document the decision and identify all impacts). Prior to all Configuration meetings, Contractor must develop agendas, and any other necessary Documentation required to ensure successful Configuration sessions.

Task 5 Deliverables	Pay Point
Demonstration of installed System	Yes

Configuration Documentation – CAD and Mobile	80%
All Project meeting related agendas and minutes	20%

6.0 Task 6 – System Reports, Design/Development

Contractor must provide 24 hours of training and training Documentation for County personnel on the System's report and dashboard tools.

The County will work with Contractor to create a list of 10 reports and or dashboards, some of which may be developed during the training sessions.

Task 6 Deliverables	Pay Point
Identify reports consistent with the Department's KPIs	Yes
Training and related Training Documentation for the reports	80%
All Project meeting related agendas and minutes	20%

7.0 Task 7 – Data Import

Contractor must perform data conversion and the initial import of the County's CAD and GIS data, in accordance with the Data Conversion Plan agreed upon by both parties. Contractor must document all steps needed to perform the GIS import process. Contractor must provide GIS import process training to County personnel. Contractor's personnel must be readily available should issues or questions arise from County personnel with any future GIS imports. Data import does not include historical CAD call data.

Task 7 Deliverables	Pay Point
GIS Data Conversion Plan	Yes
Initial import of County CAD data and Documentation	30%
Initial import of County GIS data and Documentation	30%
Quality Assurance testing of imported data	20%
All Project meeting related agendas and minutes	20%

8.0 Task 8 – Testing

Contractor's component testing phase allows the User to determine that the expected functionality as specified in Exhibit B (Solution Requirements) to the Contract and detailed in the PCD, works as described. Task 8 includes System component testing, reliability testing, performance testing, and stress testing. Prior to any testing, all test strategies and forms of Documentation must be approved by

both parties. Task 8 usually runs in parallel with User software installation and involves more technical staff members and Project leaders in accordance with the strategic test plan that is part of the Project Control Document agreed to by both parties in Task 1 (Project Plan and Management). During testing, the Department and Contractor will work together in reviewing and demonstrating the required functionality, to allow Contractor to provide an additional level of technical training to the Department's technical staff. Once all components are approved by the Department, final deployment tasks, such as User training, can be scheduled. All test results are subject to approval by County Project Manager.

The County is aware that testing may occur at various strategic points during implementation. Contractor agrees to update the Comprehensive Test Plan in accordance with the strategy and test plans agreed to by the parties at least two weeks prior to the scheduled testing.

Should the Solution fail any testing process, Contractor must develop follow-up Documentation that includes a description of the failure, how it will be remedied, when follow-up testing will be completed, and outline its impact on the Project schedule.

Contractor must provide the following testing:

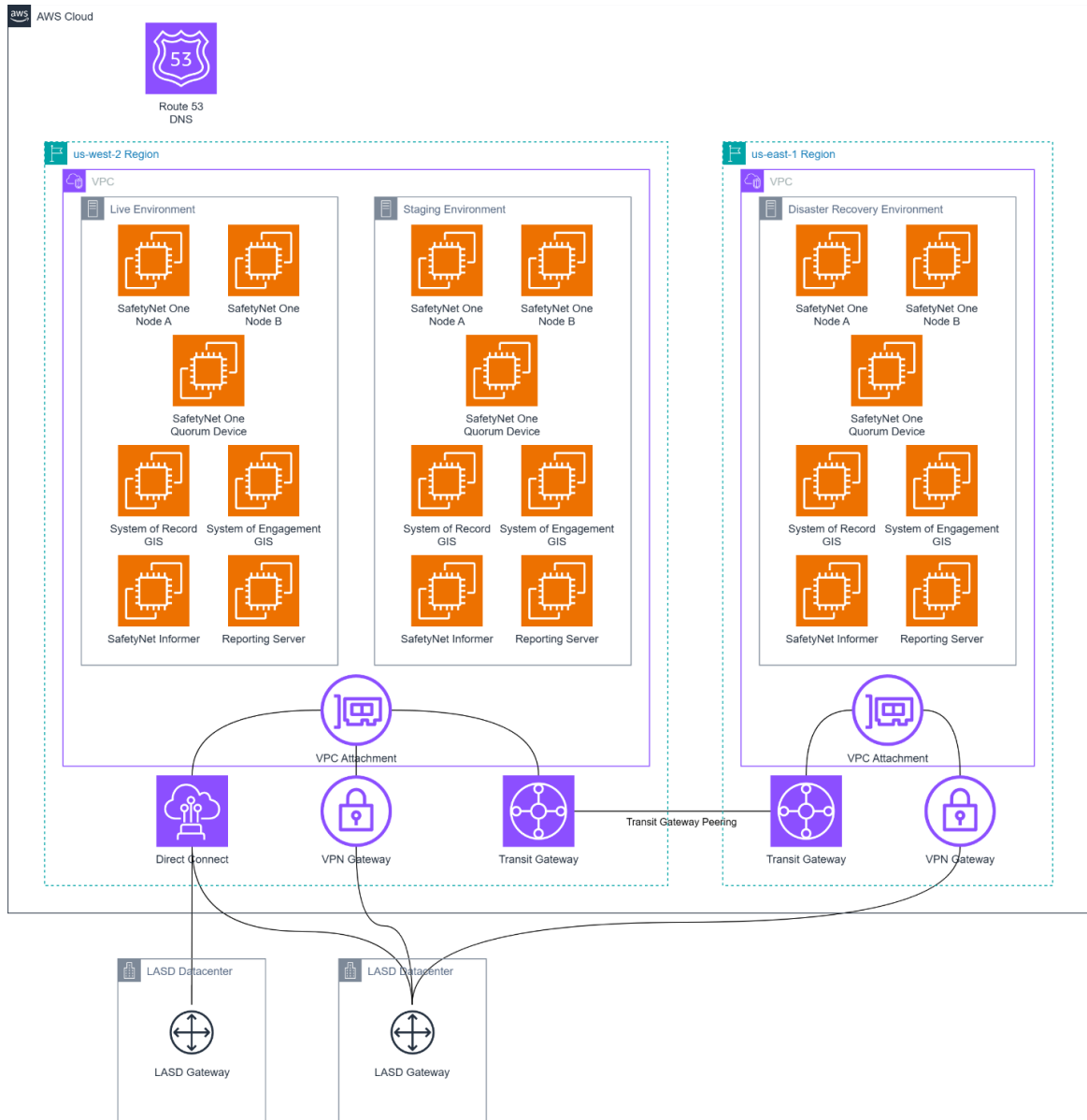
- Functional Testing: Contractor must demonstrate the functionality outlined in Exhibit B (Solution Requirements) to the Contract, including creating test scenarios to support the demonstrated functionality.
- Interface Testing: For each Interface, Contractor must create a test plan. To address the functionality of the Application in each environment in which the Interface is to be deployed (e.g., production, disaster recovery, etc.) County Project Manager will coordinate Interface testing with any third parties.
- Systems Integration Testing: Contractor must provide comprehensive integration testing for all Solution components utilizing scenarios and test scripts that fully test the System.
- Performance and Load Testing: Contractor must utilize automated tool(s) to accurately simulate the performance of the CAD Application at maximum capacity for a period not less than 72 consecutive hours. Contractor must deliver reports to document testing outcomes.
- Operational Readiness Testing: Contractor must provide operational readiness testing which includes, but is not limited to:
 - Database backup,
 - Database recovery,
 - Rollback,
 - Failover, and
 - Security

Task 8 Deliverables	Pay Point
Comprehensive Testing Plan	Yes
Functional Testing	15%
Interface Testing	15%
Systems Integration Testing	15%
Performance and Load Testing	15%
Operational Readiness Testing	15%
Testing Report	15%
Schedule User Training	5%
All Project meeting related agendas and minutes	5%

9.0 Task 9 – SafetyNet One Installation

Contractor must work with the Department's IT staff and AWS to deploy the AWS instances as outlined in the System Architecture diagram below, subject to County Project Manager's written authorization to proceed.

(Task 9 continued on next page)



Following the deployment of the AWS cloud instances, Contractor must provide a follow-up report of completion documenting the results and accompanied by a final 'as-built' System architecture diagram.

Contractor must install the CAD and Mobile Applications on end-User workstations, as applicable, and develop a software distribution plan that outlines the following:

- How the software can be accessed and installed on standalone workstations (e.g., FTP site, thumb drive, Microsoft System Center Configuration Manager),
- Instructions for installation,
- Steps to ensure the application is kept current, and
- Timeline for installation.

Contractor must also install all back-end software and Third-Party Software (e.g., server software), as applicable.

Task 9 Deliverables	Pay Point
Deploy AWS Cloud Instances	Yes
Final 'as-built' System Architecture Documentation	15%
Final 'as-built' System Architecture diagram	15%
Software Distribution Plan	15%
Installation of CAD and Mobile Applications on end-User workstations (as required)	15%
Installation of all back-end Software	15%
Installation of all Third-Party Software	15%
All Project meeting related agendas and minutes	10%

10.0 Task 10 – User Acceptance Test

Contractor must initially deploy its Solution for the Department as a decentralized dispatch model. Contractor understands it is the Department's intent to transition to a centralized dispatching model prior to Final Acceptance (Task 12). Contractor also understands the County, in its sole discretion, may elect to delay implementing a centralized dispatch model to a later date.

Contractor must conduct User Acceptance Testing in the form of a Phase 1 rollout. Contractor must provide on-site support for the County during the Phase 1 (User Acceptance Test) period. Contractor must develop and document a Go-Live Plan agreeable to the County. Additionally, Contractor must also develop a mock Go-Live scenario for presentation to the County, as well as a process to triage any System issues and/or support requests.

Initially, Contractor must complete all Tasks and Subtasks described in this Task 10 for Part A – Decentralized. Upon the Department's request, Contractor must repeat Tasks 10-12, and all Subtasks described therein for deployment of Part B - Centralized.

10.1 Subtask 10A - Part A – Decentralized

10.1.1 Phase 1 Pilot (User Acceptance Test)

For Phase 1, Contractor and the County plan on a Pilot period of 90 calendar days. During this phase, the configured CAD will be rolled out to a select number of Department station(s), no fewer than 10 stations, for User Acceptance Testing (UAT) for a period of 90 consecutive days. UAT ensures that Contractor's CAD Solution meets all final Requirements, and

identifies any cosmetic, operational, and functional modifications which may be required. During the 90-consecutive-day UAT period, Users will perform hands-on testing of the Solution in a live environment, and report deficiencies to the County's helpdesk.

During Phase 1, Contractor must have a dedicated Project team on-site to provide any necessary assistance. Contractor's Project team must be comprised of SMEs in all aspects of the Application and must be the personnel that provided support during implementation. During the first 30 calendar days of Phase 1, the Project team will be available on a 24/7 basis, or as required by the County. For the second 30 calendar days of Phase 1, Contractor's Project team will be available on-site during standard business hours. During the final 30 calendar days of Phase 1, the County will utilize Contractor's standard support services.

Contractor understands that upon occurrence of any Major Deficiency during Phase 1, the Pilot will stop. Contractor must then correct such Major Deficiency, and upon the correction of each such Major Deficiency, the 90-consecutive-day Phase 1 UAT period will restart. The Phase 1 Pilot will conclude after a successful 90-consecutive-day period free from any Major Deficiency, as defined in Exhibit C (Service Level Agreement) to the Contract.

Contractor must work with the County to identify all minor Deficiencies not resolved during Phase 1 and develop an action plan for resolving each minor deficiency. Contractor must also resolve all minor Deficiencies, as determined by the County in its sole discretion. At the conclusion of the Phase 1 Pilot, and upon approval of County Project Director, the Department will proceed to Phase 1 Go-Live as specified in Paragraph 10.1.2 below.

10.1.2 Phase 1 Go-Live Plan

Contractor must develop a Go-Live Plan with the County. Due to the new or future centralized dispatching operational model of the Department, the County expects best practices on Go-Live to be continually discussed throughout the Configuration of the Application to determine the optimal approach for the County. Contractor must provide options and recommendations to the County on how best to Go-Live with the Solution. Following agreement by the County and Contractor on the Go-Live strategy, Contractor must thoroughly document the strategy including specific details on how the System will be transitioned.

Following review and approval of the detailed Go-Live strategy, Contractor must develop a mock Go-Live scenario, which will be a step-by-step breakdown of the tasks and actions to be taken by both the County and Contractor's Go-Live Project team. Assuming a successful mock Go-Live, Contractor must document any modifications required of the Go-Live Plan and coordinate Go-Live.

10.2 Subtask 10B - Part B – Centralized

10.2.1 Phase 1 Pilot (User Acceptance Test)

For Phase 1, the County plans on a Pilot period of 90 calendar days. During Phase 1, the configured CAD will be rolled out to a select number of Department station(s), no fewer than 10 stations, for User Acceptance Testing (UAT) for a period of 90 consecutive days. UAT ensures that Contractor's CAD Solution meets all final Requirements, and identifies any cosmetic, operational, and functional modifications which may be required. During the 90-consecutive-day UAT period, Users will perform hands-on testing of the Solution in a live environment, and report deficiencies to the County's helpdesk.

During Phase 1, Contractor must have a dedicated Project team on-site to provide any necessary assistance. Contractor's Project team will be comprised of SMEs in all aspects of the Application and will be the personnel that provided support during implementation. During the first 30 calendar days of Phase 1, Contractor's Project team must be available on a 24/7 basis, or as required by the County. For the second 30 calendar days of Phase 1, Contractor's Project team will be available on-site during standard business hours. During the final 30 calendar days of Phase 1, the County will utilize Contractor's standard support services.

Contractor understands upon occurrence of any Major Deficiency during Phase 1, the Pilot will stop. Contractor must correct such Major Deficiency, and upon the correction of each such Major Deficiency, the 90-consecutive-day Phase 1 UAT period will restart. The Phase 1 Pilot will conclude after a successful 90-consecutive-day period free from any Major Deficiency.

Contractor must work with the County to identify all minor Deficiencies not resolved during Phase 1 and develop an action plan for resolving each minor deficiency. Contractor must also resolve all minor Deficiencies, as determined by the County in its sole discretion. At the conclusion of the Phase 1 Pilot, and upon approval of County Project Director, Department will proceed to Phase 2 Go-Live as specified in Paragraph 10.2.2 below.

10.2.2 Phase 1 Go-Live Plan

Contractor must develop a Go-Live Plan with the County. Contractor understands that due to the unique operational model of the Department, the County expects best practices on Go-Live to be continually discussed throughout the Configuration of the Application to determine the optimal approach for the County. Contractor must provide options and recommendations to the County on how best to Go-Live with the Solution. Following the agreement by the County and Contractor on the Go-Live strategy, Contractor must thoroughly document, in writing, the strategy with specific details on how the System will be transitioned.

Following review and approval of the detailed Go-Live strategy, Contractor must develop a mock Go-Live scenario, which will be a step-by-step

breakdown of the tasks and actions to be taken by both the County and Contractor's Go-Live Project team. Assuming a successful mock Go-Live, Contractor must document any modifications required of the Go-Live Plan and coordinate Go-Live.

Task 10 Deliverables	Pay Point
User Acceptance Testing – Phase 1	Yes
Onsite Support via UAT Phase 1 (90 days) 30 days 24/7 onsite 30 days onsite during business hours 30 days via standard support procedures	30%
UAT Phase 1 Go Live Plan	30%
UAT Phase 1 Go Live Plan – Mock Scenario and Documentation	10%
User Acceptance Testing – Phase 2	
Onsite Support via UAT Phase 2 (90 days) 30 days 24/7 onsite 30 days onsite during business hours 30 days via standard support procedures	10%
UAT Phase 2 Go Live Plan	5%
UAT Phase 2 Go Live Plan – Mock Scenario and Documentation	5%
Schedule Go Live	5%
All Project meeting related agendas and minutes	5%

11.0 Task 11 – User Acceptance Test

Contractor understands the Department will initially deploy a decentralized dispatch model and that it is the Department's intent to transition to a centralized dispatching model prior to Final Acceptance (Task 12). The County, in its sole discretion, may elect to delay implementing a centralized dispatch model to a later date.

Contractor must provide on-site support for the County during the Go-Live period. During Phase 2, Contractor's resources will be required to be on-site and at multiple locations throughout the County to provide ongoing support.

Initially, Contractor is expected to complete all Tasks and Subtasks described in Task 11 for Part A – Decentralized. Upon the Department's request, Contractor understands they will be expected to repeat Tasks 10-12, and all Subtasks described therein for deployment of Part B - Centralized.

11.1 Part A - Decentralized

11.1.1 Phase 2 Go-Live Department Rollout (Reliability Test)

For Phase 2, the County plans on a Go-Live period of 90 calendar days. Contractor's Go-Live Project team must be comprised of SMEs in all aspects of the Solution and must be personnel that provided support during implementation. For the first 30 calendar days of Go-Live, Contractor's Go-Live Project team must be available on a 24/7 basis, or as required by the County. For the second 30 calendar days of Go-Live, Contractor's Go-Live Project team must be available on-site Monday through Friday during business hours. During the final 30 calendar days of Phase 2, the County will utilize Contractor's standard support services.

Notwithstanding the above, any identified Major Deficiency categorized as Severity Level 1 or Severity Level 2 must be corrected by Contractor within a time period agreed-to by both parties.

The same iterative process described above will commence and will conclude upon an operational period of 90 consecutive-days free of any Major Deficiency as determined by County Project Manager.

11.2 Part B – Centralized

11.2.1 Phase 2 Go-Live Department Rollout (Reliability Test)

For Phase 2, the County plans on a Go-Live period of 90 calendar days. Contractor's Go-Live Project team must be comprised of SMEs in all aspects of the Solution and must be the personnel that provided support during implementation. For the first 30 calendar days of Go-Live, Contractor's Go-Live Project team must be available on a 24/7 basis, or as required by the County. For the second 30 calendar days of Go-Live, Contractor's Go-Live Project team must be available on-site Monday through Friday during business hours. During the final 30 calendar days of Phase 2, the County will utilize Contractor's standard support services. Notwithstanding the above, any identified Major Deficiency categorized as Severity Level 1 or Severity Level 2 must be corrected by Contractor within the time period agreed to by both parties.

The same iterative process described above will commence and will conclude upon an operational period of 90 consecutive-days free of any Major Deficiency as determined by County Project Manager.

Task 11 Deliverables	Pay Point
Go-Live – Phase 2 Part A Centralized	Yes
Onsite Support via Go-Live Phase 2 Part A Centralized (90 days) 30 days 24/7 onsite 30 days onsite during business hours 30 days via standard support procedures	45%

Go-Live – Phase 2 Part B Decentralized	
Onsite Support via Go-Live Phase 2 Part B Decentralized (90 days) 30 days 24/7 onsite 30 days onsite during business hours 30 days via standard support procedures	45%
All Project meeting related agendas and minutes	10%

12.0 Task 12 - Final Acceptance

The Department will initially deploy a decentralized dispatch model. It is the Department's intent to transition to a centralized dispatching model prior to Final Acceptance (Task 12). The County, in its sole discretion, may elect to delay implementing a centralized dispatch model to a later date.

Contractor must assist the County in verifying that the CAD Solution meets Final Acceptance criteria according to the requirements outlined in Exhibit B (Solution Requirements) to the Contract.

Initially, Contractor must be expected to complete all Tasks and Subtasks described in Task 12 for Part A – Decentralized. Upon the Department's request, Contractor must repeat Tasks 10-12, and all Subtasks described therein for deployment of Part B - Centralized.

12.1 Part A - Decentralized

At the conclusion of Phase 2, the County and Contractor must verify that all Final Acceptance criteria have been met. The County will deliver to Contractor a Final Acceptance Certificate evidencing achievement of Final Acceptance. The Final Acceptance Certificate date will mark the commencement of the first year of the Maintenance and Support Period.

Notwithstanding the above, should Part B of Task 12 occur prior to Final Acceptance Part A, the requirement to achieve Final Acceptance Part B will cease to be a required task.

The cumulative total of Holdbacks held by the County to date will be remitted to Contractor upon Final Acceptance, and upon the County's receipt from Contractor of an approved invoice, as further specified in Paragraph 7.1 (Invoices) and Paragraph 7.1.7 (Holdbacks) of the Contract.

12.2 Part B - Centralized

At the conclusion of Phase 2, the County and Contractor must verify that all Final Acceptance criteria have been met. The County will deliver to Contractor a Final Acceptance Certificate evidencing achievement of Final Acceptance. The Final Acceptance Certificate date will mark the commencement of the first year of the Maintenance and Support Period.

Notwithstanding the above, should Part B of Task 12 occur after Contractor's achievement of Final Acceptance, Part A - Decentralized, the County's Final Acceptance Certificate will be qualified and will include a disclaimer indicating that Contractor is still obligated to comply and perform the task for Part B - Centralized of Tasks 10-12, and achieve Final Acceptance, Part B - Centralized of Task 12. Failure of Contractor to comply with Part B of Task 12 may result in the County, in its sole discretion, exercising all appropriate legal remedies (both in law and equity) at its disposal to protect itself from Contractor's breach of the Contract.

The cumulative total of Holdbacks held by the County will be remitted to Contractor upon Final Acceptance, and upon the County's receipt from Contractor of an approved invoice, as further specified in Paragraph 7.1 (Invoices) and Paragraph 7.1.7 (Holdbacks) of the Contract.

Task 12 Deliverables	Pay Point
Part A - Verify that all Final Acceptance criteria have been met	Yes
Part A - Invoice	25%
Part B - Verify that all Final Acceptance criteria have been met	25%
Part B - Invoice	25%
All Project meeting related agendas and minutes	25%

13.0 Task 13 – Documentation

Contractor must develop and produce all Documentation related to the CAD System. All Documentation provided must be for the specific software installed for the Department and tailored to the County's operations. All Documentation must be available in electronic format.

Contractor must update all Documentation, as applicable. The content, form, and format for all documents will be as approved by County Project Director. The following Documentation must be provided by Contractor:

- Configuration Documentation,
- Interface Documentation,
- System administration manuals,
- Application software tutorials,
- Data dictionaries,
- Database set-up and maintenance information,
- Entity relationship diagrams,
- Report creation and maintenance manuals,

- Ad hoc reporting manuals,
- System architecture Documentation,
- Helpdesk support and call escalation procedures,
- Disaster recovery manuals,
- Data conversion assessment and conversion plan,
- GIS assessment and import/maintenance instructions,
- Business continuity strategy,
- Training manuals, including the following:
 - Mobile,
 - Desktop,
 - Admin, and
- Go-live plan.

The above Documentation is the minimum Documentation required and is not considered a comprehensive list. The County expects other Documentation to be included over the course of the Project (e.g., agendas, minutes, and other Contractor-recommended Documentation). As mentioned, all Documentation must be reviewed and signed off by County Project Director to achieve formal acceptance from the County.

Task 13 Deliverables	Pay Point
Updated Configuration Documentation	Yes
Updated Interface Documentation	5%
Updated System administration manuals	5%
Updated Application software tutorials	10%
Updated Data dictionaries	5%
Updated Database set-up and maintenance information	5%
Updated Entity relationship diagrams	5%
Updated Report creation and maintenance manuals	5%
Updated Ad hoc reporting manuals	5%
Updated System architecture Documentation	10%
Helpdesk support and call escalation procedures	5%

Disaster recovery manuals	5%
Updated Data conversion assessment and conversion plan	5%
Updated GIS assessment and import/maintenance instructions	5%
Updated Business continuity strategy	5%
Updated Training manuals including the following: <ul style="list-style-type: none"> • Mobile • Desktop • Admin 	15%
All Project meeting related agendas and minutes.	5%

14.0 Task 14 – Training and User Documentation

The County will coordinate the training logistics (e.g., location, time, personnel). Contractor must provide the training to the County personnel on the CAD Application. Contractor must, with input from the County, develop a training plan. Contractor must provide training in the manner set forth in the Training Plan and as approved by the County. Contractor may be required to perform training outside of standard business hours. Should the County determine the training provided is inadequate, Contractor must conduct additional training sessions.

14.1 Subtask 14A - Training

The training plan must at minimum include a description of training courses, methods for delivery, target training groups, training schedule, training materials, training requirements (e.g., facilities, equipment), and business scenarios.

Contractor must provide on-site technical training for the Department's System Administrators, which includes:

- Solution administration,
- Database administration,
- Operation, and
- Configuration of the Solution.

Contractor must provide Solution Configuration training. The purpose of Task 14 is to train select County technical staff to configure Contractor's System, which will include:

- Table-driven Configuration,
- User Interface Configuration,
- Security Configuration,
- Workflow Configuration, and

- User ID setup and management.

Contractor must utilize a train-the-trainer (T3) approach for end-User training for the CAD and Mobile Application and will provide the requisite tools to Department training personnel for future training delivery. Contractor must provide 160 training hours for CAD, and 40 hours for Mobile.

Contractor must provide applicable T3 training to Department personnel (e.g., System Administrators and technical staff). Contractor must provide 40 training hours for System Administration.

Contractor must provide 288 hours of additional CAD training to support the training of the first two stations. Training will be provided 24 hours a day for 3 consecutive days.

Contractor must provide all T3 training materials (e.g., agendas, syllabi, and course materials) to County Project Manager, for review and approval, at least three weeks prior to any training taking place. All training materials must be tailored to the County's actual design, not standard COTS Documentation.

Contractor must develop computer-based "e-training" materials. The online computer-based training will be used by County's SME trainers to familiarize personnel with the Application.

Notwithstanding the foregoing, should the County require additional training sessions beyond those quoted during negotiations, said training must be delivered pursuant to a formal executed Change Notice to the Contract issued by the County to Contractor for Optional Work, utilizing Pool Dollars, in accordance with Paragraph 10.2 (Change Notices) and Paragraph 3.3.4 (Optional Work), of the Contract.

14.2 Subtask 14B - User Documentation

Contractor must develop complete User Documentation and "quick reference guides" all of which must be available online for distribution. User Documentation must include:

- User Reference Manual – includes step-by-step desk procedures for performing business operations using the Solution, and
- Quick Reference Guides – that serve as "cheat sheets" that highlight how to perform common operations using the Solution.

Contractor must develop a technical system administration and operations manual that details the Solution's maintenance procedures, including:

- User roles and credentials,
- Solution security,
- Application of Software patches and upgrades,
- Data table maintenance and configuration,
- Offline processing,

- GIS data import process,
- Interfaces,
- Report development and maintenance,
- Offline schedules – jobs and dependencies (daily, weekly, monthly, annual), and
- Troubleshooting.

Contractor must develop context-sensitive on-line User help resources for all aspects of the Solution, as well as complete technical Documentation, all of which will be available online for distribution.

The Technical and User Documentation must be submitted for review and approval by County Project Manager following the completion of the initial draft and prior to final delivery. The review must occur during the designated Project milestones, ensuring that all Documentation meets County standards and requirements before implementation or deployment.

Task 14 Deliverables	Pay Point
Updated Training Plan (if applicable)	Yes
On-site technical training for the Solution, which includes: <ul style="list-style-type: none"> • Solution administration • Database administration • Operation • Configuration of the Solution 	40%
Solution configuration training	10%
Computer based e-training materials	10%
User Reference Manual	10%
Quick Reference Guides	10%
On-line User help resources	10%
All Project meeting related agendas and minutes	10%

15.0 Task 15 – Solution Maintenance and Support and 24/7 Helpdesk Support

Contractor must formally transition the Project from implementation to support. Contractor must provide the County with a dedicated account manager and a 24/7 Helpdesk throughout System implementation and as needed to provide maintenance and support Services.

Following Final System Acceptance, the Solution will shift to standard System support. Solution maintenance requirements and service levels are described in Exhibit C (Service Level Agreement) and elsewhere throughout the Contract.

Task 15 Deliverables	Pay Point
Account Manager Handoff	Yes
All Project meeting related agendas and minutes	100%

ATTACHMENT A.2

DELIVERABLE ACCEPTANCE PROCESS FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES

1.0 Notifying the County of an Expected Delivery - At least one week prior to the time that a Deliverable is to be delivered to the County, in accordance with the PCD project schedule, Contractor must notify the County via email of the planned delivery, indicating the name of the Deliverable, the Deliverable number as listed in the Statement of Work (which is also identified for invoicing), the item number as listed in the work breakdown structure in the PCD, the version number, and the expected date of delivery. Contractor may include or attach a list of recommended criteria for the County to use in reviewing the Deliverable, although the County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project. Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis, such as status reports and schedule updates.

2.0 Preparing the Deliverables

- a. Document Deliverables - Contractor must prepare the document as an electronic MS Word file (unless otherwise stated in the subject Task), with the file name as follows: XXX System Deliverable [name of deliverable] version [version number] Contractor must also deliver five paper copies of any charts or tables that exceed 8 ½ x 14 inches.
- b. Desktop-software Deliverables - such as large data tables, Microsoft Project or Excel files, System mock-ups, etc., where the Deliverable cannot be fully reviewed as a PDF file but can be opened or executed on a Department desktop computer, Contractor must prepare a file using the same file-naming convention as for document Deliverables.
- c. Software or data Deliverables to be installed into the System - Contractor must prepare the file(s) in accordance with a naming convention and change-control procedure to be determined.
- d. Continuous Deliverables - such as ongoing logs, etc., Contractor must prepare a written description of the Deliverable when the initial version of the Deliverable is ready for review.

3.0 Transmitting the Deliverable

- a. Document and Desktop-software Deliverables - Contractor must email the Deliverable to the County. The email is required to have the Deliverable's name and version number in the email's subject line, and the body of the email must serve as a cover letter indicating that this is a formal delivery. If a file is too large to send via email attachment, Contractor must place the file on the project's SharePoint site (or similar arrangement) and insert the link to that specific file into the body of the email.
- b. Software or data Deliverables to be installed into the System - Contractor must electronically load and install the files into the test environment through a formal change-control process. Contractor must notify the County by email as soon as the software has been delivered, with the Deliverable's name and version number in the email's subject line. When the Deliverable is transmitted, Contractor must also submit a Task/Deliverable Acceptance Certificate in

accordance with Paragraph 3.8 (Approval of Work) of the Contract. The County Project Manager and County Project Director will sign this form when the Deliverable is accepted.

4.0 Reviewing the Deliverable - A Deliverable is considered “out of sequence” when preceding Deliverables (based on the sequence shown in the PCD’s project schedule) have not yet been delivered and accepted. The County may, at its discretion, postpone its review of an out-of-sequence Deliverable until all preceding Deliverables have been accepted.

- a. Document Deliverables - All delivered documents are considered DRAFT submissions, subject to review and approval by the County Project Manager. The County must distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and needs for improvement.
- b. Software or data Deliverables to be installed into the System – The County will, with Contractor assistance, exercise or test the System with the delivered software installed, and make detailed notes of any deficiencies, anomalies, and needs for improvement.
- c. Other Deliverables – The County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.

5.0 Preparing the Deliverable Response – The County will consolidate and integrate reviewer notes into a well-organized written Deliverable Response that clearly explains what in particular is deficient, questionable, or needs improvement, and if relevant, reference any specific requirements or criteria. The Deliverable Response will indicate either that (a) the Deliverable is accepted, or (b) the Deliverable needs to be revised and go through another review cycle.

- a. Transmitting the Deliverable Response – The County will email the Deliverable Response to Contractor, and/or hold a conference call to present and discuss the Deliverable Response.
- b. Discussing the Deliverable Response - If desired, Contractor may discuss the Deliverable Response with the County, and the County may revise the Deliverable Response.
- c. Revising and Resubmitting the Deliverable - If the Deliverable Response indicated that the Deliverable needs to go through another review cycle, Contractor is required to revise the Deliverable based on the County’s feedback in the Deliverable Response. Contractor must submit the revised Deliverable using sequential version numbers (or release number) to identify each revision submitted, along with the revised Deliverable. The County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out. Each time a revised version of the Deliverable is submitted, it must again go through all the steps in this Process.
 - i. Contractor must submit a **Response Tracking Sheet** which indicates how each item on the Deliverable Response was addressed in revising the Deliverable.

- ii. Contractor must maintain a **Deliverable Change Log** which clearly points out (a) what has changed since the previous version of the Deliverable, and (b) all cumulative changes from the initial version that was submitted.

6.0 Accepting the Deliverable - When the Deliverable Response indicates that the Deliverable is accepted, the County Project Manager and County Project Director will sign the Task/Deliverable Acceptance Certificate and the Process ends. A copy of the signed Task/Deliverable Acceptance Certificate will be provided to Contractor. For **document deliverables**, the word “final” is added to the file name.

7.0 Maintaining the Deliverable

- a. For one-time Deliverables - after a Deliverable has been accepted, any further changes must be made in accordance with the Change Notice process (refer to Paragraph 10.2 of the Contract). The County will own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as County deems fit. Contractor is required to keep a copy of the final Deliverable, and any amendments, in its project records.
- b. For continuous Deliverables - Ongoing Project Management (Task 2): Contractor must maintain, administer, and update the Deliverable(s) in accordance with applicable specifications and purposes. The County may from time to time review the status of the Deliverable(s) and will indicate to Contractor any deficiencies that require re-working.

8.0 Deliverable List

Deliverable	Pay Points	Cost
Deliverable 1.		
Deliverable 2		
Deliverable 3.1		
Deliverable 3.2		
Deliverable 4		
Deliverable 5		
Deliverable 6		
Deliverable 7.1		
Deliverable 7.2		
Deliverable 7.3		
Deliverable 8.1		
Deliverable 8.2		
Deliverable 9.1		
Deliverable 9.2		
Deliverable 9.3		

Deliverable	Pay Points	Cost
Deliverable 9.4		
Deliverable 9.5		
Deliverable 9.6		
Deliverable 10.1		
Deliverable 10.2		
Deliverable 10.3		
Deliverable 10.4		
Deliverable 11		
Deliverable 12.1		
Deliverable 13.1		
Deliverable 13.2		
Deliverable 13.3		
Deliverable 13.4		
Deliverable 14		
Deliverable 15		

ATTACHMENT A.3

**PROJECT CONTROL DOCUMENT
FOR
COMPUTER-AIDED DISPATCH (CAD) SERVICES
*(PLACEHOLDER)***

ATTACHMENT A.4

CAD SYSTEM INTERFACES FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES

1.1 Overview

This Attachment A.4 provides the required Interfaces to be developed by Contractor:

- a. Interface Overview Document (IOD): This document will serve as a control document for the development of the Interface(s). The IOD will provide a functional description of the Interface, identify the direction of the Interface, identify the tools to be used, identify data to be transferred, an explanation of how the data will be transferred, and how the data will be mapped with the third-party system identified.
- b. Interface Testing Plan (ITP): Each Interface must have a corresponding testing plan. The initial ITP will be drafted by Contractor and will subsequently be reviewed by County Project Manager. Contractor must work with County Project Manager to make modifications to the ITP until approved by the County.
- c. Final Interface: Contractor is responsible for developing and deploying the Final Interface. As the Interface is developed, Contractor must coordinate with County Project Manager during development to ensure alignment with the County's vision and the applicable IOD (e.g., storyboards, mock-ups).

County Project Manager will coordinate any meetings required with the third parties identified.

Contractor must use industry standards in developing these Interfaces such as National Information Exchange Model (NIEM) and abide by all federal and state security requirements [e.g., Criminal Justice Information System (CJIS)].

1.2 System Interfaces

The following is a list of the Interfaces required for the CAD and Mobile application.

1.2.1 JDIC/NCIC/CLETS/County-wide Databases

1.2.1.1 System Overview

The Justice Data Interface Controller (JDIC) is a regional law enforcement data communications system networked throughout the County. JDIC serves the Department, other police agencies within the County and provides services to the District Attorney, the Probation Department, the municipal and superior courts and numerous other local, state, and federal criminal justice agencies. The primary function of JDIC is to provide County law enforcement agencies instant access to local, state, and federal data files and communication throughout the County, state, and nation. The County-wide Databases refers to a number of local databases, including Countywide Warrant System (CWS), Automated Justice Information System (AJIS), Juvenile Automated Index (JAI), and Electronic Suspected Child Abuse Reporting System (eSCARS). A single query must hit all applicable databases.

1.2.1.2 Functional Overview

The County is seeking the following functionality from the CAD and Mobile applications:

- Query capabilities with ability to import and attach returns to calls-for-service (CFS) records.
- Data entry capabilities to databases defined by the Department from both CAD and Mobile (e.g., entering information into the Stolen Vehicle System (SVS)). Read/Write capabilities would be dependent on the database (e.g., no entry/modification of warrants).
- Ability for CAD masks to appropriately query relevant third-party databases.

1.2.1.3 Anticipated Workflow

The Interface must allow for Users to query databases associated with JDIC, California Law Enforcement Telecommunications System (CLETS)/National Crime Information Center (NCIC), and County-wide Databases. The Interface must be supported between CAD and Mobile. Dependent on the specific query/query mask, the expectation is that any databases linked to those applications must be eligible for the query. Returns from the query must then be made available for attachment to records and made eligible for import into reports. For example, in the CAD/Mobile applications, a User would enter information in the appropriate inquiry mask. When that individual submits the query, the databases associated with that query would be searched. Further, the Department would like to explore the capability to do direct entry into those systems from the CAD and Mobile. This would allow Users to see the results at the time of the query (as opposed to running a new query at that time when returns may be different).

1.2.2 VESTA E9-1-1 Solution

1.2.2.1 System Overview

The Enhanced 911 (E-911) application provides the Automatic Number Identification (ANI) and Automatic Location Identification (ALI) data of incoming 911 calls. It is the Department's intent for the CAD Solution to have an Interface with the E-911 application so that data can be easily transferred into the CAD application. Additionally, the CAD Solution must be capable of interfacing with Next Generation 911 (NG-911) technologies.

1.2.2.2 Functional Overview

The County is seeking the following functionality from the CAD Solution:

- Upon operator action (e.g., push button), data from the E-911 application is transferred into the appropriate data fields of the call entry screen.

1.2.2.3 Anticipated Workflow

Information received by the E-911 system must be made available for import into the CAD Solution. When a call is received by a telecommunicator, the telecommunicator must have the option of transferring the call data from the E-911 into the call entry mask. Further, information from the E911 system must be eligible for modification.

1.2.3 Validar 86 (Link M Technologies)

1.2.3.1 System Overview

When lights and sirens are activated, the Validar 86 system provides a unit status update to the GST Mapper system. The purpose of the system is to provide a visual update of the unit's status when lights and sirens are activated.

1.2.3.2 Functional Overview

The County is seeking the following functionality from the Mobile application:

- When field personnel activate lights and sirens, the Mobile application must automatically update to a County-defined unit status.

1.2.3.3 Anticipated Workflow

A User would activate their vehicle's lights and sirens and the Validar 86 equipment must be notified visually. When activated, the System must automatically update the User's unit status in the CAD System and visually display on the map.

Designated Users must be able to pull the audit trail for any vehicle captured by the Validar that is stored within the mapping system. At a minimum, the audit trail must provide the vehicle number, speed, location, activation of lights, activation of siren, or any combination thereof. These audits are used for investigations of both external and internal request.

1.2.4 Law Enforcement Records Management System

1.2.4.1 System Overview

The Department currently utilizes an internal Records Management System (RMS) called the Los Angeles Crime Information System (LARCIS). The Department is currently exploring the replacement of LARCIS with a commercially available RMS application. The

CAD Solution must transfer applicable call-for-service (CFS) data to the Department's RMS application.

1.2.4.2 Functional Overview

The County is seeking the following functionality from the CAD and Mobile application:

- At to-be-determined intervals, CFS information must be transferred to the RMS database into the corresponding data fields.
- Information from the Mobile application must be made available for export into a field reporting application, with data appropriately mapped. This includes any system queries by the Mobile User.
- Users currently use the Department's Legacy CAD system to access the Uniform Report Number (URN) module to create an URN and have the ability to reference the URN on either a call for service or observation.

1.2.4.3 Anticipated Workflow

When dispatched to an incident, CFS information must be made available for transfer into the RMS. At certain intervals, data must be transferred into the RMS with all relevant data. As information becomes modified/updated, the appropriate data fields in the RMS must also be modified. The CFS must provide shell data for any reports. Additionally, in the event the Department acquires field reporting software, information captured in the Mobile application, including both CFS data as well as any queries run from the Mobile application must be eligible for transfer into the report writing application. All data must be appropriately mapped to the corresponding data fields.

Using the Mobile Digital Computer (MDC) CAD application, Users must be able to create a Uniform Report Number (URN) that is generated via an Interface to the LARCIS application.

1.2.5 Regional Allocation of Police Services (RAPS)

1.2.5.1 System Overview

The Regional Allocation of Police Services (RAPS) is an archive reporting system created to mimic MDC System on a personal computer system. RAPS is an on-line system containing information that forms the official record of the Department's patrol unit activity. This information provides Department executives, Contract Law Enforcement Bureau and station administrators with statistical data relevant to policing jurisdictions. RAPS serves as a management tool for the deployment of patrol personnel, analysis of individual patrol units' performance, budgetary justifications and

reporting to contract cities regarding levels of police services. The system proprietor is a panel comprised of representatives from the Field Operations Regions.

1.2.5.2 Functional Overview

The Department currently uploads data from the legacy CAD system once per shift, resulting in a lack of real-time tracking and statistical data. This delay hinders timely access to critical information and impacts data-driven decision-making.

1.2.5.3 Anticipated Workflow

At to-be-determined intervals, CAD data information must be transferred to the RAPS database into the corresponding data fields.

1.2.6 Body Worn Cameras

1.2.6.1 System Overview

Deputy body-worn cameras (BWCs) are relatively small devices that record interactions between community members (e.g., the public, suspects, and victims) and Sheriff deputies.

1.2.6.2 Functional Overview

At present, the deputies in the field are tasked with the manual assignment of incident numbers to the video metadata and also manually entering the data into the CAD narrative. This process lacks automation, which underscores the need for a more efficient system. The video metadata is then pulled from evidence.com via API and cross-referenced with CAD records using a third-party tool.

These exceptions encompass codes for station activities devoid of public contact, responses to calls that were canceled prior to the deputy's arrival, or CAD narratives indicating that BWC activation was not required by policy.

1.2.6.3 Anticipated Workflow

Currently deputies must manually enter and "tag" videos within the CAD System.

The Department would like an Interface to the CAD System which allows the ease of tracking and tagging of incidents with the necessary BWC information.

EXHIBIT B

SOLUTION REQUIREMENTS

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

Technical Requirement

REQ #	Technical Requirement
Multiple Environments	
1	The Solution has the ability to support multiple environments, including the following:
1 a	Production
1 b	Test
1 c	Training
1 d	Disaster Recovery
2	The Solution performs complex queries, involving multiple parameters, without adversely impacting performance in the production environment.
3	The Solution performs historical system queries without adversely impacting performance in the production environment.
4	The Solution can be modified in the test environment and pushed/uploaded to the production environment.
5	The Solution supports the following architectures for all environments (e.g., production on-premise, replication in cloud): *Proposer must specify, in comments section, the on-premise portions vs. cloud.
5 a	A cloud computing architecture.
5 b	An on-premise architecture.
6	A hybrid of cloud computing and on-premise architecture.
7	The Solution replicates data from production to Disaster Recovery environment synchronously or asynchronously (with an agency-defined lag) as needed.
8	The Solution allows the System Administrator to determine the lag time between production and replication environments.
9	The Solution supports a clustered architecture environment.
10	The Solution supports a virtualized server environment. *Proposer must specify, in comments section, the virtualization software utilized.
Application Accessibility	
11	The Solution can be accessed from the following device(s):
11 a	Desktop
11 b	Mobile Computer
11 c	Smart phone
11 d	Tablet
12	The Solution supports multiple operating systems from MS Intune MDM, including, but not limited to the following:
12 a	iOS
12 b	Android
Database	
13	The Solution provides a relational database management system.
14	The Solution supports the following database(s):
14 a	Oracle database
14 b	MS SQL database
15	The Solution provides a common error table across applications for system monitoring.
16	The Solution supports transparent data encryption for database files.
17	The Solution supports compression within the database without additional latency. *Proposer must identify, in comments section, the tools being used for compression with an explanation of how this will be accomplished.
18	The Solution enables sub-partitioning of the tables within the database.

Technical Requirement

19	The Solution masks/encrypts production data in non-production environments. *Proposer must specify, in comments section, how this will be accomplished.
Operating System	
20	The Solution supports the following operating systems:
20 a	Windows
20 b	Red Hat Linux enterprise
20 c	HP-UX
21	The Solution operates on the latest Windows Operating System within:
21 a	Current Version
21 b	N-1
21 c	N-2
21 d	N-3
21 e	N-4
System Reliability	
22	The Solution supports 99.999% uptime.
Disaster Recovery	
23	The Solution:
23 a	Automatically initiates moves to the failover environment without requiring manual intervention - OR - *Proposer must identify, in comments section, the time required to move to the failover environment.
23 b	Does not automatically initiate the move to failover, rather, manual intervention is required by authorized System Administrator prior to initiating move to failover environment.
24	The Solution allows the System Administrator to utilize test scripts for moving between the failover/Disaster Recovery and Production environments.
Product Support and Maintenance	
25	The Solution provides remote system diagnostics for use by the System Administrators and technical support personnel.
26	The Solution performs a debug trace (e.g., record user activity/transactions) to replay for troubleshooting purposes.
27	The Solution allows the System Administrator to schedule deployment of system updates/upgrades.
28	The Solution provides tools for the System Administrator to deploy system updates/upgrades remotely.
29	The Solution allows the System Administrator to decline a system update or upgrade.
30	The Solution provides a reporting tool that can identify system response times (e.g., certain CAD transactions must be ≤ 1 second; tool provides an automated report showing performance against that benchmark).
Data Retention	
31	The Solution allows the System Administrator to determine data retention periods.
32	The Solution's data retention periods can be modified.
33	The Solution allows the System Administrator to establish/define the table-driven parameters for data retention.
34	The Solution notifies appropriate personnel, when a retention period is modified. *Proposer must indicate in "Comments" field how the notifications are made.
35	The Solution requires acknowledgment of the notification if a retention period is modified.
36	The Solution:
36 a	Automatically purges records after the associated retention period has lapsed -OR -

Technical Requirement

36 b	Does not automatically purge records after the retention period has lapsed, rather, the Solution requires manual intervention prior to purging a record.
	Data Backup
37	The Solution automatically backs up data to the following:
37 a	Local disk, on-premise
37 b	A cloud environment
38	The Solution utilizes or integrates with LASD's backup solution for on premise solutions.
39	The Solution allows the System Administrator to define the point-in-time recovery period (e.g., one day, one week, one month, etc.)
	System Security
40	The Solution complies with LASD antivirus software.

Business Requirement

REQ #	Business Requirement
General System Features	
1	The Solution provides Users with feedback as to the success or failure of a system task, including, but not limited to:
1 a	Audible alert
1 b	Visual alert
2	The Solution automatically adjusts number sequencing for new calendar years.
3	The Solution automatically accounts for daylight savings time and any required parameter changes pertaining to daylight savings.
4	The Solution accepts time standard from a master clock device.
5	The Solution allows narrative/comment fields to be of unlimited length. *If limited, Proposer must indicate, in comments section, maximum length.
6	The Solution allows Users to copy and paste across fields.
7	The Solution ensures only valid codes are used in data entry (e.g., verify against data table, prevent alphas from being used within numeric fields).
8	The Solution prevents the submission of data with incomplete mandatory fields.
9	The Solution allows NIEM compliant data extracts and inputs.
Security Administration	
General	
10	The Solution complies with CJIS certification requirements.
11	If Solution is in a hosted environment, the Solution meets CJIS certification requirements -OR-
12	If Solutions Disaster Recovery is in a hosted environment, the Disaster Recovery solution meets CJIS certification requirements .
13	The Solution supports multi-factor authentication.
User IDs	
14	The Solution assigns a unique ID to each User via Active Directory.
15	The Solution captures the following information associated with each User ID:
15 a	Name
15 b	Title
15 c	Unit
15 d	Assignment
15 e	Email Address
15 f	Security Rights/Role
16	The Solution hides a primary key from Users (except from authorized System Administrators).
17	The Solution maintains a history of de-activated user IDs.
18	The Solution allows User IDs to be reactivated.
19	The Solution supports Active Director Federation Services authentication for Users outside of LASD.
User Passwords	
20	The Solution uses Active Directory for User authentication and password maintenance.
21	The Solution enforces CJIS-compliant passwords.
22	The Solution allows the System Administrator to create unique password requirements.
23	The Solution allows Users to change or reset their own passwords.
24	The Solution allows the System Administrator to change User passwords.
25	The Solution allows the System Administrator to disable or activate an account.
Security Groups/Roles	
26	The Solution supports role-based security permissions.

Business Requirement

27	The Solution allows the System Administrator to assign personnel to specific roles.
28	The Solution allows the System Administrator to assign personnel to multiple roles.
29	The Solution includes User security templates that can be assigned to each role (e.g., define User permissions for Bus Driver, vs SD, vs other roles).
30	The Solution automatically updates all User roles/permissions associated with a specific User template, when that template is modified by the System Administrator.
31	The Solution allows the System Administrator to re-use security templates.
32	The Solution allows the System Administrator to assign multiple templates to a role.
33	The Solution allows the System Administrator to assign permissions to each role, including but not limited to:
33 a	Application Access
33 b	Module Access
33 c	External Systems Access
33 d	Modification Rights (e.g., Read-only, Read and Write, Delete)
33 e	Print Rights
33 f	Query Rights
34	The Solution allows the System Administrator to designate a User as a System Administrator.
35	The Solution allows System Administrator to restrict User access to NCIC, regardless of other system permissions/roles (e.g., prevents a System Administrator from having NCIC access).
36	The Solution allows the System Administrator to restrict User modification rights (e.g., add, inquiry, modify, print, delete).
37	The Solution prevents Users from creating reports using data for which they do not have appropriate security permissions.
38	The Solution allows the System Administrator to create temporary security profiles.
39	The Solution's temporary security profiles are confined to date/time parameters (e.g., can only log on at this day/time).
Online Documentation/Help	
40	The Solution provides Users with an electronic help menu.
41	The Solution allows for the creation of agency-specific online documentation and help files.
42	The Solution's help file automatically updates at the time of all version/release updates.
43	The Solution prevents software updates from overriding agency-specific online documentation and help files.
44	The Solution allows Users to export help files/text to third-party programs (e.g., MS Word).
45	The Solution's help files are context sensitive (e.g., the help files displayed are only applicable to the User's current view screen).
46	The Solution tracks revisions to online documentation and help files by:
46 a	User ID
46 b	Date and time
47	The Solution allows Users to search the help file by:
47 a	Keyword
47 b	Topic
47 c	Field
Audit Trails	
48	The Solution's audit trail captures, but is not limited to, the following:
48 a	User ID
48 b	User name
48 c	Terminal ID
48 d	Date and time stamp

Business Requirement

48 e	Action taken (e.g., print, edit, deletion)
48 f	Before and after values of modified data (if applicable)
48 g	User transactions
48 h	System transactions
48 i	External Systems Access
49	The Solution records all User actions including, but not limited to:
49 a	Modifications
49 b	Security violations
49 c	Inquiries to all systems accessed via CAD (e.g., NCIC)
49 d	Entries
49 e	System Messaging
49 f	Print commands
49 g	Successful sign-on
49 h	Unsuccessful sign-on attempts
49 i	View actions
49 j	Duration of view
49 k	Code table maintenance
50	The Solution records all Contractor system actions.
51	The Solution dates and time stamps the following:
51 a	System transactions
51 b	User transactions
51 c	External third-party administrator transactions.
52	The Solution's time stamps include:
52 a	Date
52 b	Hour
52 c	Minute
52 d	Second
52 e	Millisecond
53	The Solution allows the System Administrator to create User templates for the purpose of defining who has audit trail access permissions.
54	The Solution allows the System Administrator to review all User activity performed during a defined period of time.
55	The Solution complies with NCIC-III log-in requirements.
56	The Solution allows select Users to create standard and ad-hoc reports from the audit log.
57	The Solution allows audit logs to be exported to third-party programs (e.g., MS Excel).
58	The Solution allows LASD to define audit trail data retention periods.
General CAD Requirements	
Telecommunicator Log-on/Log-off	
59	The Solution requires the following upon sign-on:
59 a	User ID
59 b	Password
59 c	Role (e.g., SD, call-taker, etc.)
59 d	Station
60	The Solution allows the System Administrator to define role titles and corresponding permissions (e.g., call-taker, SD, Watch Commander).

Business Requirement

61	The Solution prevents multiple Users from signing on to the same SD role (e.g., Lakewood can only have a single SD).
62	The Solution allows Users to transfer their role to another User (e.g., assigned SD becomes unavailable, they can transfer their role to the Watch Deputy.)
63	The Solution's Users can actively change their role/responsibilities without Solution requiring a re-log-in process (e.g., watch deputy takes control of station dispatching responsibilities).
64	The Solution's rights/privileges are associated with User log-on.
65	The Solution provides an LASD custom welcome screen when a User logs-on.
66	The Solution supports a User log-off function key and/or command.
67	The Solution provides Users with a visual indicator when they have been successfully logged off.
68	The Solution allows Users to remotely log out of a workstation (mobile or desktop).
69	The Solution supports User lock-out after a defined number of failed attempted log-ins.
70	The Solution allows the System Administrator to define the interval at which point passwords expire, and are required to be reset (e.g., every 30, 60, 90 days).
Incident Numbering	
71	The Solution provides a unique automated incident number (i.e., no incident numbers may be repeated).
72	The Solution's incident numbers are automatically generated and attached to the incident as it is created.
73	The Solution's incident numbering supports at least 9999 incidents per day at each station. *Proposer must indicate, in comments section, if there is a limit to the number of incidents.
74	The Solution's incident numbering system identifies the following: (Example: LKD-2019-001-0001)
74 a	Station Identifier
74 b	Year
74 c	Julian Date
74 d	Sequential Number (specific to each Station, resets each day)
Multi-Operator Access	
75	The Solution allows multiple Users to work on a single incident.
76	The Solution provides a visual indicator if another User is operating on the same incident (e.g., incident is highlighted).
77	The Solution provides a visual identification (e.g., ID stamp) that identifies which incident-taker/SD entered specific information into an incident.
Browser Access	
78	The Solution supports a browser-based environment to:
78 a	View Incidents (i.e., Read only)
78 b	Create Incidents
78 c	Dispatch Units
General Data Entry	
79	The Solution supports data entry via:
79 a	Mouse (point and click)
79 b	Command line entry
79 c	Pre-formatted screens
79 d	The Solution allows Users to click on a map to auto-populate address field.
80	The Solution provides the following information when pulling a location from a map:
80 a	X/Y Coordinates
80 b	Nearest Validated Address
80 c	Nearest cross streets

Business Requirement

81	The Solution provides type ahead capability allowing Users to continue entering data while the system is processing a previous transaction.
82	The Solution allows Users to use arrow and tab keys to scroll within a window.
83	The Solution has no character limitations for any fields designated as notes/narrative. *Proposer must indicate the maximum, in the comments section, if limited.
Command Line Entry	
84	The Solution allows Users to enter all commands via the command line.
85	The Solution notifies Users, via visual or audible alerts, that a command line entry has either failed or was successful.
86	The Solution allows Users to enter more than one command on a single command line.
87	The Solution allows the System Administrator to define short-hand commands used in command line.
88	The Solution identifies the required syntax of the information typed into a command line and prompts the User with a corrective action (e.g., while typing command, system prompts the remainder of the type of information required).
89	The Solution's command line provides type-ahead functionality to Users based on their previous command-line entries.
90	When identifying an incident, the Solution's command line entry takes into account the SD's operating area (e.g., when entering a command specific to an incident, User does not have to enter entire incident number, but only the portion of the incident number that is relevant to their station (i.e., the sequential number).
Time Stamps	
91	The Solution automatically time stamps all activities.
92	The Solution's time stamps include:
92 a	Current date and time (hour, minute and second)
92 b	User ID
92 c	Workstation ID
Timers	
93	The Solution's incident timers and alerts are configurable by the following:
93 a	System Administrators
93 b	SDs
94	The Solution associates timers with:
94 a	Unit status
94 b	Incident type
94 c	Incident priority
94 d	Incident creation
95	The Solution alerts Users of the expiration of a timer via the following:
95 a	Audible alert
95 b	Visual alert
95 c	The Solution allows Users to manually set incident timers and alerts.
95 d	The Solution records acknowledgement of timer alert.
96	The Solution provides the following options when a status timer expires:
96 a	Modify to new time value
96 b	Reset to default value
96 c	Cancel a timer
96 d	Extend for a set amount of time
96 e	Mute for a set amount of time
Scratchpad	

Business Requirement

97	The Solution provides users with a digital scratchpad.
98	The Solution allows Users to share a digital scratchpad with other Users logged in their station (e.g., digital message board).
99	The Solution allows the digital scratchpad to be associated with:
99 a	An incident
99 b	A station
Miscellaneous Functions	
100	The Solution displays system messages without affecting work in progress.
101	The Solution allows Users to sort queues by any column/heading.
Call Taking	
Call Receipt	
102	The Solution receives call data from the following sources:
102 a	E9-1-1 phone system
102 b	TDD/TTY
102 c	NG9-1-1 phone system
102 d	Text-to-911
102 e	ASAP-to-PSAP
103	The Solution imports data from any one of the above sources via a one step process (e.g., function key import).
104	The Solution allows Users to override imported data from any of the above sources.
Call for Service Initiation	
105	The Solution allows Users to initiate a call for service from the input of location and call type (e.g., radio code).
106	The Solution allows Users to enter a location for an event using the following:
106 a	Street address
106 b	Block number or address range
106 c	Commonplace name
106 d	Landmark
106 e	Intersections
106 f	X/Y coordinates
106 g	Point and click on a map
106 h	Street aliases
106 i	Building aliases
106 j	Parcel Number
Call Data Entry Screen	
107	The Solution allows Users to open a call entry screen via:
107 a	Command Line Entry
107 b	Function key
107 c	Mouse Click/Selection
108	The Solution allows Users to enter incident location information in defined fields as follows:
108 a	House Number
108 b	Apartment Number
108 c	Street Name
108 d	Street Direction
108 e	Street Type
108 f	Street Suffix Direction
108 g	City
109	The Solution allows Users to enter Call Type (i.e., Radio Code) information.

Business Requirement

110	The Solution allows Users to enter Call Source information.
111	The Solution allows Users to enter Reporting Party Information, including the following:
111 a	Name
111 b	Address Information
111 c	Phone Number
112	The Solution allows Users to enter Narrative information.
113	The Solution allows Users to enter Assigned Station information.
114	The Solution allows Users to enter Vehicle Information, including the following:
114 a	License Plate Number
114 b	License Plate Code
114 c	License Plate State
115	The Solution allows Users to enter information associated with multiple vehicles (e.g., log and run multiple plates).
116	The Solution allows Users to save incidents in "draft mode" during the initial call entry. *If limited on the number of incidents that may be saved at a time, Proposer must indicate the maximum number in the "comments" section.
117	The Solution allows Users to recall an incident that is in "draft mode".
118	The Solution allows authorized Users to recall and update any previously dispatched incident.
119	The Solution allows Users to recall any incident waiting to be dispatched.
120	The Solution allows authorized Users to access an incident (e.g., call isn't restricted only to originator).
Station Assignment	
121	The Solution allows Users to manually enter the station to be assigned an incident.
122	The Solution automatically populates the assigned station field based on the Users entering the incident (e.g., when incident is created at Lakewood, the system would automatically assign Lakewood) when field is left blank.
Unusual Occurrence	
123	The Solution allows Users to label an incident as an "Unusual Occurrence" at any time.
124	The Solution allows the manual input of a unique number (in addition to the incident number) with each "Unusual Occurrence." *Must support up to 10 Digits.
125	The Solution associates multiple incidents with a single "Unusual Occurrence" number.
126	The Solution allows Users to run a query on any event flagged as an "Unusual Occurrence".
127	The Solution allows Users to generate a report on any event flagged as an "Unusual Occurrence".
Location Verification	
128	The Solution verifies locations for any address entered into the system.
129	The Solution provides a visual indicator, to the Users, when an address has been validated.
130	The Solution automatically presents potential matches based on partial or incorrect information entered by the User, based on any of the following parameters:
130 a	Block Ranges (e.g., 125 Main St may not exist, but system will query 100 - 500 Block of Main St)
130 b	Business name
130 c	Common place names
130 d	Landmarks
130 e	Intersections
130 f	Street name
131	The Solution auto-populates remaining location information (e.g., auto-completion).
132	The Solution's matching search takes the following information into account:

Business Requirement

132 a	Soundex
132 b	Phonetic spelling
133	The Solution's location verification takes Station location into account when querying for potential matches (e.g., if User is entering McDonald's at Lakewood Station, the query is presenting User with list of McDonald's in local area as opposed to showing all McDonald's in County).
134	The Solution supports multiple aliases with a location.
135	The Solution translates the appropriate RD based on the verified address.
Location Verification: Failure	
136	The Solution allows Users to manually override address if it is not verified by geofile.
137	The Solution logs all locations that fail geofile validation.
138	The Solution automatically generates a notification of correction and sends it to the geofile administrator, when a User manually overrides and corrects an address/location.
139	The Solution's notification of correction includes the following information:
139 a	Address/location information as presented (ANI/ALI information)
139 b	Address/location data as corrected by the User
139 c	Date/time of report
139 d	User ID
140	The Solution allows Users to manually validate an address without creating an incident.
Location Verification: Station Transfer	
141	The Solution allows Users to transfer incident information to the appropriate Station (e.g., South Los Angeles receives incident, transfers incident information to Lakewood).
142	The Solution generates a new incident number indicating the new station, when an incident is transferred.
143	The Solution automatically cross-references an original incident number with a new incident number.
144	The Solution updates a transferred call from the original receiver.
Call Classification and Prioritization	
Call Classification (Radio Codes)	
145	The Solution displays a drop-down list containing radio codes (i.e., call types).
146	The Solution's radio codes are defined by the System Administrator.
147	The Solution allows Users to assign multiple radio codes to a single incident.
Call Designation	
148	The Solution allows Users to assign the following call designation:
148 a	Routine
148 b	Priority
148 c	Emergency
148 d	D + V (Digital and Voice)
149	The Solution allows all call designations to be manually assigned.
150	The Solution automatically defaults calls to 'Routine' if 'Priority' is not entered by User.
Duplicate Call Management	
151	The Solution automatically identifies potential duplicate incidents based on any combination of the following:
151 a	Incident type
151 b	Proximity to active incidents
151 c	Proximity to recently closed incidents
151 d	Proximity to pending incidents
151 e	Time parameter
151 f	Specific incident address/event location
152	The Solution includes field-initiated incidents in the potential duplicate incident identification process.

Business Requirement

153	The Solution's duplicate call management takes into account neighboring station activity for border locations (e.g., Lancaster would also take into account Palmdale activity).
154	If an incident is determined to be a duplicate, the Solution allows Users to do any of the following:
154 a	Add additional information to the original call for service record.
154 b	Close a duplicate incident and cross-reference it to the original CAD incident.
154 c	Ignore duplicate notice and create a new incident.
155	The Solution cross-references incidents outside of the duplicate management process.
156	The Solution merges incidents outside of the duplicate management process.
Call Entry - Automated Queries	
157	The Solution automatically queries all associated information regarding a verified address, including but not limited to:
157 a	Premise History (call history)
157 b	Hazards
157 c	Flags
158	The Solution automatically queries CLETS/NCIC, when vehicle information is entered into the call mask.
159	The Solution allows Users to organize and aggregate all query returns (e.g., if there are 10 CFS in history, User can expand on CFS section to identify additional information).
160	The Solution allows all User queries to append to a relevant incident.
161	The Solution allows the status of all User queries to append to the relevant incident (e.g., if there are no incidents at that previous location, indicator would show "CH-0").
Location History	
162	The Solution allows Users to search for location information based on the following:
162 a	Address
162 b	Sub-address (e.g., unit number, building floor, apartment number)
162 c	Partial address
162 d	Block ranges
162 e	Business name
162 f	Business aliases
162 g	Complex (e.g., apartment building)
162 h	Common place names
162 i	Intersections
163	The Solution allows Users to search for Location history on locations not associated with incidents.
164	The Solution displays summary information regarding a subject location.
165	The Solution's summary location information can be drilled down to greater detail.
166	The Solution indicates the number of past incidents at a location.
167	The Solution allows Users to retrieve and attach any information associated with the location to a CAD incident (e.g., pre-plan information, access codes, previous incidents for service).
168	The Solution allows location information to be available to Users without affecting work in progress (e.g., window does not cover entire workstation screen).
Incident Scheduling	
New Incidents	
169	The Solution records/maintains the original time of entry for incidents scheduled for dispatch at a later time.
170	The Solution allows Users to modify incidents scheduled for dispatch at a later time.
171	The Solution allows Users to generate a call for service at specified intervals (e.g., directed patrol 5 hours after the last directed patrol concluded).
172	The Solution allows a scheduled call for service to be dropped in the appropriate pending queue.

Business Requirement

173	The Solution records the original time of entry for all cancelled scheduled incidents.
174	The Solution allows Users to query all scheduled incidents (including cancelled scheduled incidents).
175	The Solution allows Users to duplicate incidents with a new incident (Tag) number.
Dispatching	
Call Routing	
176	The Solution allows Users to send an incident for dispatch.
177	The Solution allows Users to transfer an incident to appropriate SD prior to call completion.
178	The Solution provides an alert when Users attempt to dispatch a call that is missing LASD required field information (e.g., no address information).
179	The Solution's calls are routed to appropriate SD's queue based on the following:
179 a	Responsible Station
179 b	Priority
180	The Solution allows Users to add comments to a call after it has been sent for dispatch.
181	The Solution allows the System Administrator to determine which data fields may be modified after initial entry.
182	The Solution records and documents all changes to a call as a comment (e.g., an individual updates the location, the location field is updated but the explanation/history is recorded in the comments field).
Pending Queue Configuration (Waiting Incident)	
183	The Solution allows Users to have unique pending queue configurations based on role (e.g., pending queues are different dependent on SD).
184	The Solution's SD queue only displays all calls relevant to their responsibilities.
185	The Solution's pending queues provide expanded space for the first three lines of supplied narrative (e.g., the first line would show basic call information and below that line would be space for narrative. This would allow the SD to review call details in the queue without requiring each call to be opened).
186	The Solution automatically places higher priority incidents at the top of the SD's queue.
Pending Queue (Waiting Incident)	
187	The Solution informs a dispatcher of any edits to an incident, or upon creation of a new incident (e.g., comments added, location change), in the following manner:
187 a	Audible alert
187 b	Visual alert
188	The Solution's pending queue displays the following:
188 a	Incident Location
188 b	Incident Number (Tag No.)
188 c	Incident Priority
188 d	Radio Code (aka call type)
188 e	Time Created
188 f	Responsible Station
188 g	Elapsed Time in Queue
188 h	Initial Narrative
189	The Solution allows dispatcher to select an incident from a pending queue.
190	The Solution allows dispatcher to review all CFS information when selecting from the pending queue.
Resource Dispatch	
191	The Solution allows for multiple incidents to be simultaneously assigned to a unit.
192	The Solution automatically does the following after unit or units are assigned and dispatched:
192 a	Remove the incident from the pending queue
192 b	Send the incident to the assigned unit's mobile computer
192 c	Start the status timers

Business Requirement

193	The Solution automatically sends incident notifications to a wireless communication device (e.g., SMTP, MAPI, SMS) based on the following:
193 a	Incident location
193 b	Incident Type
194	The Solution allows Users to manually ship notifications to a wireless communication device (e.g., user selects SMTP ship, and selects the receiving device/unit/person).
195	The Solution's local table of units/individuals receives SMTP type notification (e.g., store a name/unit, user is able to select that name/unit and ship via SMTP,MAPI, etc.)
196	The Solution allows Users to assign or add multiple units to an incident with a single command.
197	The Solution notifies Users when dispatches were unsuccessfully delivered.
198	The Solution allows Users to re-open/activate closed calls.
Dispatch Receipt Acknowledgment	
199	The Solution notifies the dispatcher when a unit assignment is acknowledged.
200	The Solution alerts a dispatcher when a unit assignment has not acknowledged receipt of dispatch within a defined period of time (e.g., no response in 30 seconds), configurable by the System Administrator.
Field-Initiated Calls for Service	
201	The Solution allows the dispatcher to enter field-initiated incidents (e.g., traffic stop).
202	The Solution allows the dispatcher to add additional units to a field-initiated incident (e.g., traffic stop, subject stop).
203	The Solution allows dispatcher to verify addresses of field-initiated incidents.
204	The Solution allows dispatcher to link a field-initiated call to another incident.
205	The Solution allows dispatcher to record the following information when a unit is placed in a traffic stop status and the information is available:
205 a	Location of the stop
205 b	Number of occupants in the vehicle
205 c	Vehicle license plate
205 d	State of registration
205 e	Vehicle identifier information (make, model, color)
205 f	Driver Information
206	The Solution allows the System Administrator to set defaults for any of the above criteria (e.g., State for DL).
207	The Solution allows the dispatcher to put a unit on a traffic stop and run the plate in one stop.
208	The Solution captures AVL coordinates when entering a field-initiated incident (when its created from the field).
209	The Solution notifies dispatcher of any self-initiated call for service.
Juvenile Detention	
210	The Solution has unique data fields and requirements for any incident involving a juvenile detention.
211	The Solution logs unique events associated with a juvenile in detention (e.g., time taken into custody, time arrived at station).
212	The Solution allows Users to uniquely identify when a juvenile is in detention (e.g., unique call type or disposition).
213	The Solution's juvenile-in-detention identifier has associated business logic that requires the completion of additional information (e.g., those fields are required only when a juvenile is in detention).
Unit Assignment to CAD Incident	
214	The Solution allows SD to update unit status to associate dispatched units with a CAD incident.
215	The Solution allows SD to assign a unit as a "primary/handle" versus "assist" for the incident.
216	The Solution allows SD to assign multiple units to an incident (regardless if incident was initially created as a call-for-service or as a field initiated service i.e., "OBS").

Business Requirement

217	The Solution allows SD to re-assign 'primary/handling' and 'assisting' unit roles.
218	The Solution allows SD to modify unit assignments at any time.
219	The Solution allows SD to modify the 'primary/handling' unit after closing an incident.
220	The Solution records changes to a 'primary/handling' unit in the incident record.
221	The Solution provides a visual indicator of the 'primary/handling' unit on the active incident display.
222	The Solution provides a visual indicator of the 'primary/handling' unit on the unit display.
Informant Advised Delay (IAD)	
223	The Solution allows SD to identify an incident as an 'IAD' within a call for service.
224	The Solution allows the dispatcher to queue pending calls for service as an IAD call for service.
225	The Solution allows the dispatcher to append the IAD call for service with reason for delayed response.
Incident Management	
Assigned Incident Queue	
226	The Solution allows SD/User to monitor an unlimited number of assigned incidents in a queue. *Proposer must indicate, in the comments section, if limited.
227	The Solution's assigned incident queue identifies the following:
227 a	RD
227 b	Station Assignment
227 c	Date/Time
227 d	Radio Code
227 e	Timers
227 f	Unit(s) Assigned
227 g	Unit(s) Assigned Status
227 h	Incident Number (Tag No.)
227 i	Priority
228	The Solution automatically updates incident status data in real-time, in a summary window (status monitor).
229	The Solution allows Users to view multiple incidents simultaneously.
230	The Solution allows Users to click on an active incident and highlight all assigned units in the unit monitoring window.
231	The Solution uses color coding to distinguish between call priorities and status in the CAD mapping display. (e.g., Red = Priority)
CAD Incident Retrieval	
232	When selecting an incident from the assigned incident queue, the Solution presents all the incident information, including, but not limited to, the following:
232 a	Incident Number
232 b	Priority
232 c	Radio Code (aka call type)
232 d	Units Assigned
232 e	Incident Location
232 f	Reporting Party Information
232 g	Status of Automated Queries (e.g., queries run and returns)
232 h	Narrative
232 i	RD
232 j	Uniform Report Number
232 k	Vehicle Information
232 l	Unit Status History
CAD Incident Updates	

Business Requirement

233	The Solution provides Users a visual indicator if a field has been modified (e.g., address is updated, User is visually notified and prior information is accessible).
234	The Solution updates call information immediately after new information is added to an open call.
235	The Solution displays narrative information in reverse chronological order by default (newest information is displayed first).
236	The Solution allows Users to access the before/after values for modified information.
Re-opening CAD Incidents	
237	The Solution allows Users to re-open closed incidents.
238	The Solution stores all previously recorded dates and timestamps for all re-opened closed calls.
239	The Solution allows SD to assign units to re-opened calls.
240	The Solution allows SD to add comments to a call record after the call is closed, without reopening the incident.
241	The Solution records, by date and time, which units were assigned to re-opened incidents.
Cross-Referencing Calls	
242	The Solution allows Users to cross-reference two or more active incidents.
243	The Solution allows Users to cross-reference active and closed incidents.
244	The Solution allows Users to un-link cross-referenced calls.
Call Clearance	
Clearance Codes	
245	The Solution allows the System Administrator to define all clearance codes.
246	The Solution supports an unlimited number of clearance codes. *If limited, Proposer must indicate the maximum, in the comments section.
247	The Solution requires Users to enter a clearance code in order to clear a call.
248	The Solution allows SD and Users to enter a clearance code.
249	The Solution requires a clearance code for both of the following:
249 a	Incident (e.g., Arrest, Unable to locate, etc.)
249 b	Unit Role (e.g., Primary, Assisting Unit, etc.)
Report Needed	
250	The Solution identifies which incidents require a subsequent report based on clearance code used (configurable by the System Administrator).
251	The Solution allows Users to generate a report of all incidents requiring a subsequent report, using any of the following information:
251 a	Station
251 b	Shift
251 c	Unit
251 d	Reporting District (RD)
Clearing Units	
252	The Solution allows Users to clear one or more selected units from an incident while leaving one or more selected units on the incident.
253	The Solution allows Users to clear multiple units from an incident without closing the incident.
254	The Solution requires Users to enter a clearance code prior to clearing any assigned unit from an incident.
255	The Solution allows Users to close a call that does not require the dispatch of resources.
256	The Solution allows Users to change a clearance code after an incident is closed.
257	The Solution allows Users to close an incident after the final unit is cleared from the incident.
Call Clearance Report	
258	The Solution allows SD or Watch Deputy to retrieve a cleared incident.
259	The Solution allows SD or Watch Deputy to review the clearance information.

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260	The Solution allows SD or Watch Deputy to modify any data field in the Call Clearance Report.
	Completed Incident Queue
261	The Solution allows all cleared incidents to go into SD's 'Completed Incident Queue.'
262	The Solution's 'Completed Incident Queue' displays the following information:
262 a	Incident Number (Tag No.)
262 b	Priority
262 c	Radio Code
262 d	Total Length of Incident
262 e	All Units Assigned
262 f	Incident Location
262 g	Clearance Code
263	The Solution allows SD and/or Watch Deputy to open and review each incident in the 'Cleared Incident Queue.'
264	The Solution allows authorized Users to manually edit information associated with the CFS record (e.g., SD can change the RD, but cannot change the clearance code).
265	The Solution records all edits to the 'Completed Incident Queue' in the audit trail.
266	The Solution allows SD or Watch Commander to approve a completed incident.
267	The Solution automatically removes completed incidents from the 'Completed Incident Queue' once approved by the authorized Users.
	Unit Management
	Unit Log-on
268	The Solution provides Users a log-on mask at log in, that identifies the following:
268 a	Unit ID
268 b	Shift
268 c	Status (e.g., available, unavailable for incidents, etc.)
268 d	Class (e.g., number of personnel in vehicle)
268 e	Log on Time
268 f	Deputy Name (multiple)
268 g	Other individuals (e.g., observers)
268 h	Starting Mileage
268 i	Vehicle ID
268 j	Special Equipment
268 k	Mobile Radio
268 l	Portable Radio
268 m	Station Assignment
269	The Solution automatically requires all Users to log in depending on class entered (e.g., if Class 2, 2 deputies must be logged-in to application).
270	The Solution allows the System Administrator to configure the data fields required for log in.
271	The Solution allows Users to identify a unit that does not have a mobile device.
272	The Solution allows Users to manage units that do not have a mobile device (e.g., foot patrol, bike patrol, etc.)
273	The Solution associates unit incident signs with their assigned station.
	Unit Log-off
274	The Solution prompts all Users in a given unit to log-off individually, as applicable.
275	The Solution's log off mask includes information from original log-in (e.g., maintains User ID, shift, etc.)
276	The Solution provides Users a log off mask, that identifies the following information when logging off:
276 a	Log-off Time
276 b	Overtime Patrol Area (RD)

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276 c	Overtime Minutes Worked per area
276 d	Ending Mileage
276 e	Patrol Area (RD)
276 f	Patrol Time in Minutes per area (e.g., RD 1 - 60 minutes, RD 2 - 120 minutes).
277	The Solution allows the Mobile User to capture activity in multiple patrol areas.
278	The Solution allows the System Administrator to configure the data fields required for log-off.
279	The Solution prevents Users from logging off of a unit if they are assigned to an incident.
280	The Solution prevents Users from logging off of a unit if they have uncleared incidents.
281	The Solution removes all units, which have successfully logged-off, from the unit status queue.
282	The Solution prevents Users from logging in as the same unit during the same shift (e.g., prevents 2 day shift Users from logging in as 21A/D).
283	The Solution prevents Users from logging in using identical information at log in (e.g., does not allow Users to select identical mobile or portable radios).
Log Configuration and Management	
284	The Solution allows the System Administrator to develop and maintain all code tables applicable for sign-on (e.g., equipment, patrol areas, etc.).
285	The Solution allows the System Administrator to configure/develop data entry format which prevents Users from entering incompatible data (e.g., minutes field is only numeric, does not allow for alpha characters to be accepted).
286	The Solution allows Users to open a unit's logon form at any time.
287	The Solution allows a SD to modify log information.
288	The Solution allows Users to generate a roster, of all units logged-on, by the following:
288 a	Station
288 b	Shift
Unit Statuses	
289	The Solution allows the System Administrator to define unit status types.
290	The Solution supports an unlimited number of unit status types. * Proposer must indicate, in the comments section, if unit status types are limited.
291	The Solution allows Users to select unit status from a drop down list.
292	The Solution allows Users to associate a default availability with each status (e.g., unit available when in particular status).
Unit Information	
293	The Solution allows Users to query units by any log-on parameters (e.g., run a search for any units with certain equipment assigned).
294	The Solution allows Users to associate special skills with a unit (e.g., ability to speak a foreign language).
Unit Status Queue	
295	The Solution displays the following unit information in a unit status queue:
295 a	Station Assignment
295 b	Unit ID
295 c	Radio Code of Assignment
295 d	Location
295 e	Unit Status
295 f	Elapsed time in status
295 g	Timers
295 h	Mobile Status (e.g., with or without Mobile device).
296	The Solution automatically updates and displays unit status.

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297	The Solution's unit status queue displays/shows non-dispatchable units (e.g., unit is shown, includes a visual identifier that it is not dispatchable).
298	The Solution allows Users to sort displayed data by using unit information.
299	The Solution allows Users to visually differentiate (through color, text and/or symbol) units in varying status or conditions (e.g., on-scene, available).
300	The Solution allows Users to use symbols/characters in the unit status queue display to supplement unit status color.
301	The Solution allows all Units in the status queue to be visually displayed on a CAD mapping display using color, text and/or symbol.
302	The Solution allows Users to use color, in the CAD mapping display, to distinguish between the following:
302 a	Unit Type (e.g., Field Watch Commander vs. Deputy)
302 b	Unit Status
303	The Solution allows Users to modify the unit status for multiple units with a single command.
Unit/Deputy Activity Tracking	
304	The Solution records all unit/deputy activity, including, but not limited to, the following:
304 a	Assignments
304 b	Location History
304 c	Status Changes
304 d	Elapsed time on an incident
304 e	Elapsed time in a unit status
304 f	All system transactions (e.g., NCIC queries)
304 g	The Solution allows Users to review unit status history.
305	The Solution allows Users to generate a unit/deputy activity report using any combination of the following information:
305 a	Unit ID
305 b	Date/Time Range
305 c	Location
305 d	Location Range
305 e	Unit Statuses
CAD Mapping	
General Mapping Requirements	
306	The Solution allows mapping functionality to be integrated from the start of an incident receipt through and including the conclusion of a CAD incident.
307	The Solution's mapping functionality includes a drawing tool that allows Users to create an area for special events (e.g., draw a "radius ring" for evacuation zone).
308	The Solution's mapping functionality supports an overlay that allows Users to set parameters for setting an evacuation zone (e.g., enter location, set evacuation zone at 1 mile radius, system would display the evacuation zone on map).
309	The Solution shows incidents on the CAD mapping display.
310	The Solution allows Users to view a map in a separate window.
311	The Solution allows Users to use a mouse to "click on" a point on a map at any zoom level and have the street name and latitude/longitude information displayed.
312	The Solution allows Users to search all incidents by location using an updated location name (e.g., if a street name has changed, search only the new street name to return all historical information of incidents that occurred for both current and past street names).
Map Layers	

Business Requirement

313	The Solution allows Users to define which map layers are displayed.
314	The Solution allows Users to associate additional information with a location on a map (e.g., attach files or additional map layer data).
315	The Solution displays link to additional information associated with a location displayed on the map.
Incident Display	
316	The Solution maps the location of an incoming 911 call upon receipt of the incident.
317	The Solution displays Phase II wireless 911 incident radius.
318	The Solution provide instantaneous call-plotting, of landline and wireless Phase I and Phase II calls, on a digital map.
319	The Solution allows Users to visually differentiate between Phase I and Phase II on map (using different symbols, colors and/or text).
320	The Solution displays incident location on map when incident is retrieved.
321	The Solution allows Users to view units on a map, as follows:
321 a	Pending and dispatched calls for service County-wide
321 b	Pending and dispatched calls for service for relevant Station
321 c	Units based on AVL or last known locations
322	The Solution automatically allows Users to display the following on a map:
322 a	Retrieved call for service
322 b	Selected unit(s)
323	The Solution allows Users to hover/click on a map and display the following:
323 a	Incident Location
323 b	Incident number
323 c	Units assigned to call
324	The Solution allows Users to click on a map and generate a query based on the selected address.
Map Navigation	
325	The Solution's map navigation provides Users the following functionality:
325 a	Pan
325 b	Zoom
326	The Solution's map centers on and zooms to the location upon incident entry.
326 a	The Solution allows Users to center map display on:
326 b	Incident location
326 c	Last known location of vehicle (AVL or unit status)
326 d	Specified geographic area
326 e	Specified vehicle/unit
326 f	Vehicle activating emergency button
Routing Directions	
327	The Solution provides directions to an incident based on unit's last known location.
328	The Solution provides directions to an incident based from a unit's current location, based on AVL (if available).
329	The Solution's directions to an incident are displayed on the following:
329 a	Dispatched unit's Mobile
329 b	SD's screen
330	The Solution allows Users to close streets by clicking on a specific area (e.g., street, hundred block area) from the CAD map.
331	The Solution adjusts routing recommendations based on street closures.
332	The Solution allows Users to define the expected duration of a street closure.
333	The Solution allows Users to push street closure information to mobile computers.

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334	The Solution alerts Users of any recurring road closure and/or traffic impediment.
335	The Solution projects anticipated response times between two points on a map.
336	The Solution provides an ETA at time of route recommendation, based on suggested route using real-time information.
Geofile Administration	
337	The Solution allows Users to import/upload regional GIS data into the System.
338	The Solution associates location information with the following response information:
338 a	Reporting Districts
338 b	Station Responsibility
338 c	Fire Department Jurisdictions
339	The Solution automatically identifies the appropriate response based on location validation (e.g., when entering 123 Main St. Lakewood, system identifies the appropriate Reporting District (e.g., Lakewood North), appropriate Station Responsibility (e.g., Lakewood), and appropriate FD (e.g., LACoFD).
340	The Solution allows Users to change reporting boundaries.
341	The Solution supports standard location fields, including, but not limited to, the following:
341 a	Apartment building name
341 b	Apartment number (e.g., ½, #5, 2D, D2)
341 c	Block range
341 d	Business name
341 e	City
341 f	Common place name
341 g	Exact address
341 h	Intersections
341 i	Mile markers
341 j	On ramps, off ramps, exit numbers (including direction)
341 k	Parcel Number
341 l	Prefix
341 m	Street abbreviation
341 n	Street name
341 o	Street type
341 p	Suffix
341 q	Suffix direction
341 r	X/Y coordinates
342	The Solution allows the System Administrator to update the system with a new geofile without system downtime or degradation.
343	The Solution allows the System Administrator to test new geofile updates "offline" for accuracy and errors, prior to updating the "live" geofile.
344	The Solution allows geofile updates to be recognized without requiring Users to log-off and log back on to the system.
Automatic Vehicle Location (AVL)	
345	The Solution supports the use of a continuous, real-time AVL system via a CAD interface.
346	The Solution allows the System Administrator to turn AVL on/off.
347	The Solution displays average speed of vehicle between two points when data is polled.
348	The Solution captures, saves and reports on the average vehicle speed between two points.
349	The Solution allows Users to generate reports from AVL data, including the following:
349 a	Vehicle route

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349 b	Speeds along the route
350	The Solution provides an AVL playback utility.
351	The Solution's AVL playback displays the movement of all units simultaneously.
352	The Solution's AVL playback includes an audit trail that indicates the following:
352 a	Time
352 b	Unit
352 c	Status
352 d	Location (e.g., closest address, x/y coordinates, etc.)
Towing Contractor (contractor) Rotation List	
353	The Solution allows Users to maintain a contractor rotation list.
354	The Solution allows contractor rotation lists to be specific per Station.
355	The Solution recommends a contractor based on contractor capabilities and order of rotation.
356	The Solution automatically places a contractor at the end of the rotation list after being selected for service.
357	The Solution allows User to manually re-order the tow contractors based on valid reason code.
358	The Solution requires User to enter a reason when manually placing a contractor at the end of the rotation list (e.g., refused to provide service).
359	The Solution automatically keeps a contractor's place in the rotation list if call is cancelled.
360	The Solution records the following vehicle tow information:
360 a	License plate number
360 b	Tow Company
360 c	Make
360 d	Model
361	The Solution allows Users to generate tow reports using any combination of the captured fields.
Communications Supervisor Support	
362	The Solution allows a communications supervisor (e.g., Watch Deputy) to monitor system usage and current staffing (e.g., who is signed-on, at what position, and with what responsibilities).
363	The Solution allows a workstation to be configured as a supervisor workstation, upon log-on by User with a supervisor profile.
364	The Solution allows supervisor to choose an alternate role at workstation log-on.
365	The Solution allows a communications supervisor to remotely duplicate the monitor activity on any User workstation.
366	The Solution allows a supervisor to emulate a subordinate User's screen on their workstation.
County-Wide Bulletins (CWs)/BOLOs	
367	The Solution allows Users to create and maintain CWs.
368	The Solution provides an audit trail for CWs.
369	The Solution's CW record contains the following fields:
369 a	Date issued
369 b	CW expiration date
369 c	Nature of the CW
369 d	CW priority
369 e	Subject information
369 f	Vehicle information
369 g	Narrative
370	The Solution allows Users to search for a CW record using any of the above-mentioned field information.
371	The Solution records the following CW announcement information:
371 a	Date/Time of broadcast

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371 b	Audience
371 c	User
372	The Solution allows the following in a CW record:
372 a	Multiple subjects
372 b	Multiple vehicles
373	The Solution allows Users to attach a file to a CW.
374	The Solution allows Users to embed a photo in a CW.
375	The Solution allows Users to update a CW.
376	The Solution allows Users to set time limits for the CW (e.g., expires in 48 hours, or active until it is closed/taken out, etc.).
377	The Solution allows CW's to be linked to a call-for-service.
378	The Solution allows CW's to be linked to a report.
379	The Solution allows the CW's to be retrieved by call-for-service data such as:
379 a	Name
379 b	Address
379 c	License Plate
379 d	Any Master Indexed file
380	The Solution allows Users to view recently created CWs history.
381	The Solution allows Users to archive expired CW records.
382	The Solution allows Users to search expired CW records.
383	The Solution allows Users to sort current CWs by the following:
383 a	Date created
383 b	Time created
383 c	Keyword
384	The Solution allows Users to isolate CWs from other messages.
385	The Solution allows Users to distribute CWs to the following:
385 a	Specific units
385 b	All Station units
385 c	Neighboring station units
385 d	All Sheriff Department Units
Management Reporting	
Reporting	
386	The Solution provides a report wizard to create ad hoc reports.
387	The Solution provides Users a reporting tool that can:
387 a	Create reports based on any operational data field in any system database
387 b	Create reports based on multiple operational data fields in any system database
387 c	Access multiple files and tables
388	The Solution's report generating tool handles the following functionalities:
388 a	Arithmetic operations, including fractions and percentiles
388 b	A full suite of statistical operations (e.g., average, mean)
388 c	Logic operations (e.g., greater than, equal to)
388 d	Time operations
389	The Solution allows Users to create ad hoc reports based on any data fields in database.
390	The Solution's queries and reports support either exact date/time or date/time ranges.
391	The Solution allows Users to generate 'incident analysis' reports (e.g., summary reports of incidents) using any of the following information:

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391 a	Day of week
391 b	Geographic Area
391 c	Exact location
391 d	Hour of day
391 e	Shift
391 f	Call Type
391 g	Station
391 h	Reporting District
391 i	Unit
391 j	Clearance Code
391 k	Call source (e.g., deputy-initiated, 911, 10-digit)
391 l	Any combination of the above
392	The Solution allows Users to generate 'response time' reports using any of the following information:
392 a	Day of week
392 b	Geographic Area
392 c	Exact location
392 d	Hour of day
392 e	Shift
392 f	Call Type
392 g	Station
392 h	Reporting District
392 i	Unit
392 j	Clearance Code
392 k	Call source (e.g., deputy-initiated, 911, 10-digit)
392 l	Any combination of the above
393	The Solution allows Users to generate 'total and average time on call' reports using any of the following information:
393 a	Day of week
393 b	Geographic Area
393 c	Hour of day
393 d	Shift
393 e	Call Type
393 f	Station
393 g	Reporting District
393 h	Unit
393 i	Clearance Code
393 j	Call source (e.g., deputy-initiated, 911, 10-digit)
393 k	Unit
393 l	Any combination of the above
394	The Solution allows Users to attach AVL data (e.g., route, speed) to a report.
395	The Solution allows Users to query all log-on activity using any of the following information:
395 a	User ID
395 b	Terminal ID
395 c	Date/Time Range
395 d	Device Type (e.g., CAD Terminal vs. Mobile)

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396	The Solution allows Users to run MDC activity reports [(all incident activity on MDC (e.g., messages, status updates, queries and returns, etc.)) using defined incident time parameters.
397	The Solution allows Users to filter what type of activities to display on an MDC activity report (e.g., all activity vs. show only messages and CLETS returns).
398	The Solution allows authorized Users to query User activity using any of the following information:
398 a	Equipment
398 b	Vehicle
398 c	Messages
398 d	Radio
398 e	Incident Assignment
398 f	Queries
398 g	Query Returns
398 h	Date/Time Range
398 i	User ID
398 j	Log-on history
399	The Solution allows authorized Users to query User-query history using any of the following information:
399 a	User ID
399 b	Terminals Accessed (Terminal ID)
399 c	Date/Time Range
399 d	Query Parameters (e.g., what query was run. [i.e., being able to run a report on when that information was queried (e.g., License plate # or CDL)]).
400	The Solution allows authorized Users to query a User's complete MDC history (e.g., queries, messages, activity, etc.)
401	The Solution presents all historical content when running a User's query history report (e.g., not just parameters, but actual returns of the query).
402	The Solution uses multiple field variables when running queries (e.g., multiple dispositions).
403	The Solution allows Users to capture a snap shot, based on day and time parameters, of the following:
403 a	A workstation
403 b	General CAD system
404	The Solution allows Users to print a chronological incident report.
405	The Solution allows Users to generate a daily listing, from within the CAD application, of incidents and personnel assigned to the incidents, including, but not limited to, the following:
405 a	Date/time received
405 b	Clearance Code
405 c	Unit
405 d	Incident location
405 e	Incident number
405 f	Station
406	The Solution allows Users to capture and generate deputy activity reports using any of the following information:
406 a	Unit Status
406 b	Location
406 c	Shift
407	The Solution allows Users to print audit reports of all changes to incident records including:
407 a	Transaction type (deletion, edit)
407 b	Unit ID

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407 c	Workstation/terminal ID
407 d	Before and after value
	Canned Reports
408	The Solution allows Users to add a User-created report to a library of canned reports.
409	The Solution allows the System Administrator to restrict a User's ability to add a User-created report to a general library of reports (e.g., only supervisors with defined security permissions may add reports to the library).
410	The Solution allows Users to save a report to either of the following:
410 a	General Library of Reports (County-wide)
410 b	User Profile
411	The Solution saves all User-created reports during updates and upgrades.
412	The Solution allows authorized Users to access the general library of User-created reports.
413	The Solution allows the System Administrator to restrict access/rights to reports within the library of reports (e.g., who may view report, modify report).
414	The Solution allows the System Administrator to create a report and determine which Users have permission to generate that report.
415	The Solution allows Users to put their reports in a 'dashboard' for later use.
416	The Solution allows Users to send reports to other Users or User-groups.
417	The Solution allows Users to generate reports on a pre-determined schedule.
418	The Solution automatically sends scheduled reports to distribution groups.
419	Ability to automatically print scheduled reports to designated printers. The Solution automatically prints scheduled reports to designated printers.
420	The Solution allows Users to export results into standard formats, including the following:
420 a	MS Office Applications (e.g., Word, Excel)
420 b	Text files
420 c	ASCII
420 d	CSV
420 e	HTML
420 f	XML
420 g	PDF
	Report Display
421	The Solution's reports display header information, which includes the following:
421 a	Name of User generating the report
421 b	Time report was generated
421 c	Watermark
421 d	Agency logo
422	The Solution allows Users to define which data fields are included within a report.
423	The Solution allows Users to define the layout of a report, including, but not limited to, the following:
423 a	Field arrangement
423 b	Column Width
423 c	Font
423 d	Font size
423 e	Font color
423 f	Bold type
423 g	Spacing
	Dashboards
424	The Solution provides a Dashboard that displays various CAD activities.

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425	The Solution's dashboard incorporates real-time data.
426	The Dashboard is configurable and associated to a user's profile
427	The Solution supports a dashboard for the following incident types:
427 a	County-Wide incidents
427 b	Station-Specific incidents
428	The Solution's dashboards include, but are not limited to, the following information:
428 a	Pending Calls
428 b	Active Calls
428 c	Response Times
429	The Solution's dashboards have the following features/tools:
429 a	Bar Graphs
429 b	Mapping
429 c	Summary Totals
Queries	
430	The Solution allows Users to conduct searches based on the following:
430 a	Soundex
430 b	"Wild cards"
430 c	Exact match
430 d	Partial information
430 e	Boolean operators (e.g., "and," "or," and "not")
430 f	Ranges (e.g., Date, Location, Time)
430 g	Between
430 h	Contains
431	The Solution allows Users to run a query on any operational data element.
432	The Solution allows Users to search on multiple operational data fields.
433	The Solution allows Users to prioritize search results based on relevance to query.
434	The Solution allows Users to query all appropriate databases with one query request.
435	The Solution allows Users to select which databases to query.
436	The Solution allows Users to set default databases to query within each application.
437	The Solution allows Users to consolidate query returns from multiple database queries.
438	The Solution's query returns indicate the information source.
439	The Solution allows Users to select any result from a query and drill down for detailed information (e.g., hyperlink).
440	The Solution allows Users to search narrative fields.
441	The Solution allows Users to exclude specified text when conducting narrative text searches.
442	The Solution provides an immediate notification if a requested report or query may adversely affect the performance of the system (e.g., in the event of a complex query.)
443	The Solution allows the System Administrator to restrict searches that result in large volumes of data by:
443 a	Providing a warning of the size of records found
443 b	Requesting Users to prompt the system to continue the search
443 c	Requesting Users to prompt the system to cancel the search
444	The Solution clearly indicates when additional information (e.g., more search results) is available.
445	The Solution allows Users to query and display incident activity on a map.
446	The Solution automatically runs a driver's license that is entered into CAD.
447	The Solution automatically runs a license plate that is entered into CAD.
448	The Solution allows Users to query geographic area using a drawing tool.

Business Requirement

449	The Solution routes query returns from a field unit to the appropriate dispatcher (e.g., felony warrant, stolen vehicle, etc.)
450	The Solution associates each User query with their corresponding CLETS ID and ORI number.
Query Masks	
451	The Solution uses masks (e.g., predefined data entry forms/screens) to minimize the data requested during queries.
452	The Solution automatically populates query masks based on information obtained from incident records.
453	The Solution allows Users to access query forms using the following:
453 a	Command line entry
453 b	Drop down menus
453 c	Dedicated function keys
453 d	On-Screen Buttons
454	The Solution allows the System Administrator to uniquely configure all query masks.
455	The Solution allows the System Administrator to configure a unique mask that is not listed below.
456	The Solution provides Users the following query masks:
456 a	Vehicle
456 b	Driver
456 c	US DMV
456 d	Wanted Persons/Warrant Information
456 e	Registration
456 f	Boat
456 g	Gun
456 h	Bike
456 i	Property
456 j	Canadian People and Vehicles
456 k	Missing Persons
456 l	Restraining and Protection Orders
457	The Solution allows the System Administrator to set different permissions for queries based upon a User's role/assignment.
458	The Solution's query return information is from the following applications/databases (LASD would determine which associated databases are available for each specific mask):
458 a	CAD
458 b	RMS
458 c	CLETS/NCIC Associated Databases
458 d	JDIC Associated Databases
458 e	Countywide Databases
Query Return Features	
459	The Solution allows Users to print query returns at any time.
460	The Solution allows Users to route query returns to a field unit (e.g., running a plate for an individual in the field/over the air, being able to direct the return to that Users Mobile).
461	The Solution allows query returns to be restricted to designated printers.
462	The Solution allows Users to sort query results by any criteria (e.g., most recent to oldest, by priority).
463	The Solution notifies Users, via alert either audible and/or visual flag, when a return contains a positive hit (e.g., stolen vehicle, felony warrant). *Proposers must indicate, in comments section, the type of alert.

Business Requirement

464	The Solution automatically prioritizes returns so that the more urgent/positive hits are automatically put at the top of returns (e.g., noted that the vehicle is stolen, it is at top of queue).
465	The Solution's "query queue" records all queries associated with a dispatch channel.
466	The Solution allows Users to access past queries directly from the "query queue".
467	The Solution allows Users to select a past-query and re-run query without having to re-enter all data.
468	The Solution allows the SD to access a unit's query history.
469	The Solution allows the SD to select a query and re-run that query.
Messaging	
General Messaging Features	
470	The Solution supports a messaging system that can transmit messages to and from the following:
470 a	Mobile to desktop
470 b	Mobile to mobile
471	The Solution displays the following identifiers within a message:
471 a	Sender name/ID
471 b	Sender date/time
471 c	Receiver name/ID
472	The Solution's message server continuously attempts to deliver a message until received and confirmed.
473	The Solution allows Users to store messages for later viewing.
474	The Solution's messages are sorted by most recent or first received.
475	The Solution allows Users to prioritize messages.
476	The Solution allows Users to query all messages by any field.
Sending Messages	
477	The Solution allows Users to create and save message groups.
478	The Solution allows Users to send a message to a single individual.
479	The Solution allows Users to send a message to multiple personnel (not as an identified group).
480	The Solution supports pre-defined message groups.
481	The Solution allows Users to send a message to all logged-in Users by selecting from the following:
481 a	County-Wide
481 b	Station Specific
481 c	Multiple Stations
482	The Solution allows Users to send messages to an unlimited number of recipients (e.g., multiple recipients and/or message groups). *Proposer must indicate, in comments section, if number is limited.
483	The Solution's narrative field contains a wrap-around feature. *Proposers must indicate, in comments section, if characters are limited.
484	The Solution allows Users to select a message recipient using a single command (e.g., double click on a logged on User and message screen pops up).
485	The Solution allows Users to attach files to messages.
486	The Solution allows Users to embed photos in messages.
487	The Solution allows the System Administrator to set a locally-defined attached file size limit.
488	The Solution allows Users to send a message to all units handling a specific incident (without requiring manual re-entry/creation of a new message and manually entering unit names/IDs).
489	The Solution supports the following features:
489 a	Reply
489 b	Reply all
489 c	Forward

Business Requirement

	Receiving Messages
490	The Solution notifies User, via an audible and/or visual flag, that a new message has arrived in their mailbox.
491	The Solution allows Users to receive incoming messages without affecting work in progress.
492	The Solution displays the total number of unread messages
493	The Solution's messages are queued in User's 'inbox' for later viewing.
494	The Solution allows Users to query message logs using LASD-defined criteria (e.g., date/time range, sender, recipient, device).
495	The Solution records the time a message was opened/read by receiver.
496	The Solution allows Users to clear a message from the queue.
497	The Solution allows Users to retain a message in the queue.
498	The Solution allows Users to archive messages.
499	The Solution allows Users to generate reports of all logged messages using the following information:
499 a	User
499 b	Time
499 c	Date
499 d	Time Range
499 e	Date Range
499 f	Station
499 g	Message keyword
	Instant Messaging
500	The Solution provides an instant messaging function that is not associated with an incident.
501	The Solution's instant message logs can be searched and archived.
	CAD System Administration
	Code Table Administration
502	The Solution allows the System Administrator to update code tables without taking the application offline (e.g., modify CAD code tables while still allowing Users to operate CAD system).
503	The Solution allows the System Administrator to perform code table maintenance without degrading application performance.
504	The Solution's drop-down menus are LASD-defined (e.g., BN for brown, BL for blue).
505	The Solution allows the System Administrator to maintain code tables (e.g., add/change/delete) without requiring Contractor intervention.
506	The Solution's tables can be modified by the System Administrator.
507	The Solution allows the System Administrator to create a new code, and merge/link historical records to a new code.
508	The Solution allows the System Administrator to deactivate a code within a table.
509	The Solution allows the System Administrator to activate a code within a table.
510	The Solution stores the date upon which a code table value becomes obsolete.
511	The Solution stores the date upon which a code table value becomes effective.
512	The Solution prevents the display of obsolete code table values on drop-down lists.
513	The Solution allows the System Administrator to designate code table values as obsolete and unavailable for current use (preventing further entry of that value).
514	The Solution displays obsolete/unavailable codes, for the purpose of querying historical data.
515	The Solution allows the System Administrator to import tables created from other applications (e.g., Excel).
516	The Solution allows the System Administrator to export tables into other applications (e.g., Excel).
517	The Solution allows the System Administrator to maintain code tables using UI-based forms.
518	The Solution allows the System Administrator to search within a code table.

Business Requirement

	Pre-formatted Screens and Configuration
519	The Solution allows the System Administrator to configure commands (e.g., CLR/C = clear command).
520	The Solution allows the System Administrator to create data entry screens (e.g., preformatted screens).
521	The Solution allows the System Administrator to determine order of fields in a preformatted screen.
522	The Solution allows the System Administrator to define shortcut keys (e.g., function keys).
	Application User Interface
523	The Solution allows the following to configure the UI:
523 a	System Administrator
523 b	User
524	The Solution allows the following to be configured by User:
524 a	Font size
524 b	Font type
524 c	Font color(s)
524 d	Window background color
524 e	Window sizes
524 f	Window locations
524 g	Order in which fields are displayed
524 h	Available Queues
524 i	Pre-formatted Screens and Masks
525	The Solution allows the System Administrator to limit the options available for unique User configuration.
526	The Solution allows the System Administrator to determine the order of data entry (e.g., tab order).
527	The Solution supports the following data entry features:
527 a	Drop down menus
527 b	Auto-completion
527 c	Free-text fields
528	The Solution allows the System Administrator to make the following modifications to data fields:
528 a	Add
528 b	Delete
528 c	Rename
528 d	Toggle on and off
528 e	Designate as mandatory
529	The Solution allows Users to return to application default settings.
530	The Solution allows Users to save modifications to their User profile.
531	The Solution allows the System Administrator to set multiple profiles.
532	The Solution allows Users to enlarge and shrink columns in their status windows.
543	The Solution maintains configuration settings during upgrades.
	Flags and Alerts: Creation
534	The Solution allows Users to manually create an alert.
535	The Solution allows Users to include the following information when creating an alert:
535 a	User ID (Creator)
535 b	Date of Entry
535 c	Category of Alert (e.g., Medical, Violent, etc.)
535 d	Narrative
535 e	Expiration Date
535 f	Flag/Alert Identifier (e.g., location, license plate, person, etc.)
536	The Solution allows Users to associate flags/alerts with the following information:

Business Requirement

536 a	Location
536 b	License Plate
536 c	Person
536 d	Address Ranges
537	The Solution geo-validates the address, at the time of entry, when creating a flag/alert.
538	The Solution supports multiple flags/alerts associated with a single identifier.
539	The Solution allows the System Administrator to categorize alerts (e.g., Hazardous Materials, Hostile Occupant, etc.)
540	The Solution allows the System Administrator to categorize flag types with a unique visualization for each flag type (e.g., violent is red, medical is blue).
541	The Solution automatically creates an alert based on Call Clearance code (e.g., Domestic Violence at 123 Main St. When dispatched to location in future, a flag/alert is shown based on previous domestic violence).
542	The Solution's auto-generated alerts include expiration rules (e.g., automatically deletes after incident is one year).
543	The Solution allows Mobile Users the option of creating an alert when clearing a call.
Flags and Alerts: Retrieval	
544	The Solution automatically presents Users with any flags/alerts when querying any of the following associated information:
544 a	Location
544 b	License Plate
544 c	Person
544 d	Address Ranges
545	The Solution automatically presents Users with any flags/alerts when inputting any of the following associated information:
545 a	Location
545 b	License Plate
545 c	Person
545 d	Address Ranges
545 e	The Solution's flags/alerts are dynamic (e.g., User can click on flag for additional information).
546	The Solution provides Users with address incident history when performing the following:
546 a	Creating an Incident
546 b	Querying an Address
Flags and Notifications Maintenance	
547	The Solution archives deleted/expired hazards and event flags.
548	The Solution notifies the System Administrator of the pending expiration of a flag (e.g., via email, sms text, etc.) Proposer must identify, in the comments section, the type of notification provided.
549	The Solution is capable of importing hazard information from an RMS where applicable (e.g., known offenders' information would populate/create hazards on their addresses).
Premise File Maintenance	
550	The Solution allows Users to create/update CAD premise history files.
551	The Solution automatically updates premise history when an incident occurs.
552	The Solution's premise information is parsed into separate data fields/tabs.
553	The Solution captures and maintains specific premise information, including but not limited to the following:
553 a	Alarm/access information
553 b	Emergency contact information
553 c	Business Owner Name

Business Requirement

553 d	Occupant Name
553 e	Building Name
553 f	Hazardous conditions
554	The Solution captures specific premise information by groups of addresses (e.g., all apartments in an apartment complex, all houses in a subdivision).
555	The Solution does batch updates for specific premise information by groups of addresses.
556	The Solution stores premise information for an agency-defined length of time.
557	The Solution stores premise information for a specific apartment unit/suite number.
558	The Solution allows Users to define valid date ranges for time-delimited premise information at a given location (e.g., information valid between <start date> and <end date>).
559	The Solution allows authorized Users to archive expired premise file information.
560	When premise information is modified, the Solution allows Users to include the following information in the premise record:
560 a	Expiration date
560 b	Unit ID of person entering information
Administrative Information	
561	The Solution allows LASD to customize information forms (e.g., List of reserved vs available Radio Channels and accompanying information).
562	The Solution's forms are unique per Station.
563	The Solution has a general information screen associated with each station (e.g., corresponding TAC channels, phone numbers, etc.).
564	The Solution's forms are titled for easy review (e.g., Radio Channel Form, Special Event).
565	The Solution provides a general information file that includes contact information.
566	The Solution's information file data is parsed via the following fields:
566 a	Address
566 b	Business (e.g., Contact for power companies)
566 c	Contact Person
566 d	Contact Phone Number
566 e	Narrative
567	The Solution allows Users to query information file via any parsed data field.
Multiple Environments	
568	The Solution provides a fully simulated training environment to allow Users to create calls for service and dispatch units without impacting the production environment.
569	The Solution allows the System Administrator to test all system updates in a testing environment and allow the modifications to be imported into the production environment.
570	The Solution's training environment operates independently from the Production environment so that Mobile training and CAD training can occur independently without impacting one another.
571	The Solution's training environment allows a User (e.g., instructor) to direct calls to multiple trainees on multiple terminals.
Special Events	
General	
572	The Solution allows authorized Users to create a temporary dispatching station for special events (e.g., LA County Fair).
573	The Solution allows a Mobile User to change their call sign mid-shift and not lose any historical information related to that unit (e.g., in the event that a unit moves from their station's responsibility to EOB, they change their call sign but all associated information with that User's activity remains the same).

Business Requirement

574	The Solution's queues (e.g., incidents, units, etc.) are unique to that special event (e.g., only show those events and units that are assigned to EOB on screen).
575	The Solution allows Users to create a unique reporting district for a special event that overlaps other jurisdictions.
576	The Solution differentiates between overlapping calls for service by designating an RD to Parks, EOB and others (e.g., Parks or EOB may be geographically located in a station RD area but their calls for service will need to be differentiated from station RD calls for service).
587	The Solution's incident number uniquely identifies that it pertained to a special event.
Unit Assignment	
578	The Solution allows temporary stations to include units normally dispatched by other stations.
579	The Solution allows units to temporarily be assigned to a special event dispatching station.
580	The Solution allows Users to uniquely identify units assigned to a special event.
581	The Solution allows units from multiple stations to be added to a special event call.
582	The Solution allows authorized Users to group multiple units as a squad.
583	The Solution allows units to be dispatched as a squad collectively (as opposed to individually adding units to an incident).
Briefing Composition	
584	The Solution allows a User to create a briefing file from within CAD.
585	The Solution's briefing form provides dedicated fields for the following information:
585 a	Station
585 b	Date
585 c	Shift
585 d	Narrative
586	The Solution allows authorized Users to archive all created briefs.
587	The Solution allows Users to distribute briefs in the CAD environment via:
587 a	All MDCs associated with a specific station
587 b	Countywide
588	The Solution allows Users to query briefing history by any operational data element used (e.g., date, station, etc.).
Deputy Daily Work Sheet (DDWS)	
589	The Solution logs deputy activity that is automatically populated based on the following:
589 a	Unit Log-On/Log-Off Record
589 b	Unit Assignment of Incidents Record
589 c	Unit Response Records
590	The Solution's DDWS provides dedicated data fields to capture the following information at a unit's log-on and log-off:
590 a	Unit ID
590 b	Shift
590 c	Date
590 d	Shift Time
590 e	Classification of Personnel
590 f	Patrol Type (e.g., Patrol, Foot, Directed)
590 g	Deputy Name(s)
590 h	Deputy ID(s)
590 i	Vehicle ID
590 j	Mileage

Business Requirement

590 k	Activity (Note: Activity Information is a Summary of Activities that are populated based on assignment in CAD and corresponding clearance codes)
591	The Solution's DDWS captures the following activity information during a unit's shift:
591 a	Incident Assignment History (e.g., listing of all activities a unit was assigned).
591 b	Incident Details to include: incident number, date/time, Clearance codes, narrative, etc.
591 c	Summary of Activities
592	The Solution's DDWS captures a summary of arrest types during a unit's shift, including:
592 a	Felony: Male Adult
592 b	Felony: Female Adult
592 c	Felony: Male Juvenile
592 d	Felony: Female Juvenile
592 e	Misdemeanor: Male Adult
592 f	Misdemeanor: Female Adult
592 g	Misdemeanor: Male Juvenile
592 h	Misdemeanor: Female Juvenile
593	The Solution's DDWS captures a summary of citations during a unit's shift.
594	The Solution's DDWS captures a summary of time allocated during a unit's shift, including: (Note: Time Allocated fields are populated based on information captured as part of call clearance and a unit's log-on information).
594 a	Total Shift Length
594 b	Time Spent on handling an incident
594 c	Time Spent on Report Writing
594 d	Time Spent on Patrol
594 e	Unallocated Time
594 f	Total Reports
595	The Solution automatically calculates/aggregates time to prevent Users from submitting time over the allotted 480 minutes of a shift.
	DDWS - Review and Approval
596	The Solution allows authorized Users to query a list of unapproved DDWS by:
596 a	Shift
596 b	Station
596 c	Unit
597	The Solution allows authorized Users to open and review a DDWS.
598	The Solution allows authorized Users to modify any data in the DDWS.
	DDWS - Data Validation
599	The Solution validates information within the DDWS to identify and ensure the following:
599 a	All unit statuses are correct
599 b	All corresponding times are correct
599 c	All total times are logical (e.g., shift must be a certain time length, noted time cannot accumulate beyond shift length total)
	Court Services Transportation (CST)
	Dispatch Functions
600	The Solution allows specific units to be assigned to inmate transportation.
601	The Solution allows specific units to be assigned to statewide transportation.
602	The Solution supports a unique CAD profile that displays only units associated with inmate transportation.

Business Requirement

603	The Solution has a unique status queue for all units assigned as inmate and/or statewide transportation.
604	The Solution displays only units identified as inmate and/or statewide transportation units on a User's map.
605	The Solution incorporates real-time unit location (e.g., AVL) for inmate and/or statewide transportation units on User's map.
606	The Solution generates an incident number associated with each unit's stop that uniquely identifies that it's TST related (e.g., a stop at San Dimas Station by Unit 101 on 2/1 at 10AM is noted as "TST101-01").
607	The Solution allows Users to run a report on any combination of data elements recorded at individual logging for each stop event (e.g., run a report on total number of inmates picked up, run a report on specific individuals who were picked up at a location).

Mobile Requirement

REQ #	Mobile Requirement
General Mobile Data Computing Features	
1	The Solution meets all CJIS requirements (including data encryption requirements per FIPS 140-2).
2	The Solution supports automatic screen refreshes of information (e.g., call updates).
3	The Solution notifies Mobile Users, any time new information is added to a call, via the following alerts:
3 a	Audible alert
3 b	Visual alert
4	The Solution has unique audible and visual alerts to distinguish between unique information (e.g., messages have different sounds than incidents).
5	The Solution uses unique audible and visual alerts to distinguish between call priorities (e.g., Routine, Emergency, and Priority calls all have different visual indicators).
6	The Solution logs all Mobile User activities, including the following:
6 a	User ID
6 b	Date and time of transmission
6 c	Terminal ID
6 d	Activity Taken (e.g., query, command issued)
7	The Solution supports the following functionalities, where appropriate:
7 a	Type ahead
7 b	Drop down menu
System Connectivity	
8	The Solution provides Mobile Users a visual alert if Mobile is receiving a negative response from CAD System (e.g., no connection to CAD).
9	The Solution continuously attempts to reconnect to CAD system in the event connectivity is lost.
Software Updates	
10	The Solution supports the following functionalities, without affecting work in progress:
10 a	A User-initiated download of software/files (e.g., code tables, updates) at log-on.
10 b	An automatic download of software/files (e.g., code tables, updates) at log-on.
10 c	A scheduled download of software/files (e.g., code tables, updates).
11	The Solution maintains compatibility with standard Windows Operating System and associated component updates (e.g., if Windows or supporting software makes an update, System will make corresponding update to maintain compatibility).
12	The Solution operates on the latest Windows Operating System within:
12 a	Current Version
12 b	N-1
12 c	N-2
12 d	N-3
12 e	N-4
13	The Solution supports a centralized Remote Content Management system.
14	The Solution prevents a Mobile User without appropriate security permissions from updating the application.
Smartphone/Tablet Access	
15	The Solution supports non-traditional hardware for Mobile access (e.g., smartphone/tablet).
16	The Solution provides a Mobile environment in smartphones/ tablets, via the following:
16 a	Web-based Access
16 b	Dedicated Application (e.g., application developed specifically for the device) *If supported, Proposer must indicate, in comments section, Operating Systems supported.

Mobile Requirement

17	The Solution achieves full system functionality via smartphone/ tablet. *If any functionality is not available via smartphone, Solution must indicate, in comments section, the missing functionality.
Briefing File	
18	The Solution allows Mobile Users to access the following:
18 a	An electronic briefing file
18 b	Historical briefings
Mobile Application User Interface	
19	The Solution's UI is configurable by the System Administrator.
20	The Solution's configurations are not overwritten by updates, upgrades, and/or patches.
21	The Solution allows the System Administrator to save the configured UI.
22	The Solution supports multiple UI's based on Mobile User role (e.g., Department has a standard Patrol profile and a CST profile).
23	The Solution accepts input from the following:
23 a	Barcode reader
23 b	Mag Stripe reader
23 c	Command entries on a command line
23 d	Function keys (one touch keys)
23 e	Point-and-click devices
23 f	Touchscreen (e.g., buttons)
23 g	Voice
24	The Solution allows Mobile Users to customize the following fields on their Mobile displays:
24 a	Font color
24 b	Font size
24 c	Day/Night mode
25	The Solution allows Mobile Users to return to application default settings.
Log-on/Log-off	
Log-on	
26	The Solution requires Mobile Users to enter the following information to log-on to Mobile system:
26 a	Unit ID
26 b	Shift
26 c	Status (e.g., available, unavailable for calls, etc.)
26 d	Class (e.g., assignment)
26 e	Number of Deputies in Vehicle
26 f	Log-on Time
26 g	Deputy Name (multiple)
26 h	Other Individuals (e.g., observers)
26 i	Starting Mileage
26 j	Vehicle ID
26 k	Special Equipment
26 l	Mobile Radio
26 m	Portable Radio
26 n	Station Assignment
27	The Solution allows the System Administrator to define which data fields are required for log-on.
28	The Solution's log-on requirements are based on Mobile User profiles (e.g., CST has different requirements than Patrol).

Mobile Requirement

29	The Solution automatically requires all Users to log-in depending on class entered (e.g., if Class 2, 2 deputies must be logged-in to application).
30	The Solution automatically populates log-on fields based on saved Mobile User information (e.g., User enters ID and password, station and radio ID are automatically populated).
31	The Solution allows Mobile Users to overwrite any information that is auto-populated based on User ID/Password (e.g., User can modify the equipment issued).
32	The Solution associates a User's input of a Department-assigned number when recording equipment (similar to a serial code but local to the Department).
33	The Solution provides Mobile Users with a Helpdesk notification, via pop up message, indicating who to contact if Mobile Users are unable to log on.
34	The Solution's Users can change any log-on information entered in error following log-on (e.g., vehicle ID).
35	The Solution requires Users to enter a reason for changing any log-on information entered (e.g., incorrect vehicle ID).
36	The Solution notifies Users at logon if information entered is already logged on (e.g., radio ID, Mobile ID, vehicle number, etc.)
37	The Solution prevents a User from logging on if they enter information or values that are already logged on (e.g., using same Vehicle ID as another unit logged in).
CST Log-On Information	
38	The Solution records the following information (dedicated fields) associated with CST vehicle at log-on:
38 a	Assigned Deputies
38 b	Starting Mileage
38 c	Vehicle Identifier
38 d	Vehicle Shift
38 e	Department Defined
39	The Solution records the following information (dedicated fields) associated with the deputies (multiple) at log-on:
39 a	User ID
39 b	Shift
39 c	Portables
40	The Solution requires units to enter ending mileage when logging off application.
41	The Solution auto-populates User-information based on User ID.
Log Off	
42	The Solution records the following at log-off:
42 a	Log-off Time
42 b	Overtime Patrol Area (Reporting District)
42 c	Overtime Minutes Worked per area
42 d	Ending Mileage
42 e	Patrol Area (Reporting District)
42 f	Patrol Time in Minutes per area
43	The Solution records multiple patrol areas.
44	The Solution references patrol area with patrol time (e.g., RD 1 - 60 minutes, RD 2 - 120 minutes).
45	The Solution allows the System Administrator to define which data fields are required for log-off.
46	The Solution prevents a Mobile User from logging off a unit if they are assigned to an incident.
47	The Solution associates Sign-off information with a Mobile User.
48	The Solution transfers Sign-off information to a new Mobile in the event that they log-in to another Mobile application (e.g., migration of information).

Mobile Requirement

	Peer to Peer Monitoring
49	The Solution allows Mobile Users to select other Mobile Users for peer-to-peer monitoring.
50	The Solution provides a dedicated queue for units under peer-to-peer monitoring (e.g., units selected for peer monitoring are isolated on separate view/window/queue).
51	The Solution allows Mobile Users to configure the type of information they view on peer-to-peer unit monitoring (e.g., view only emergency calls and not priority calls).
52	The Solution allows Mobile Users to set priorities associated with peer-to-peer monitored units.
53	The Solution's alerts with associated peer-to-peer unit monitoring are differentiated by the following:
53 a	Priority (e.g., a higher priority monitored unit may include an audible alert whereas a lower priority unit may only be a visual flag).
53 b	Priority of call (e.g., T-stop has different alert than a domestic violence).
54	The Solution notifies Mobile Users, via message, when a peer-to-peer unit is assigned to a call.
55	The Solution allows Mobile Users to select an unlimited number of units for peer-to-peer monitoring.
56	The Solution allows Mobile Users to be monitored by an unlimited number of units.
	Application Integration
	CAD/Mobile Integration
57	The Solution supports a real-time data transmission between the System and Mobile Computer.
58	The Solution allows Mobile Users to view all incident information available in CAD on the Mobile Computer.
59	The Solution queries CAD data from the Mobile Computer.
60	The Solution allows Mobile Users to query any system interfaced to the CAD application. *If any systems interfaced to the CAD system cannot be queried, please specify in the comments field.
61	The Solution's alerts are automatically made available to Users in the Mobile environment.
62	The Solution allows Mobile Users to create an alert from the Mobile Computer when clearing a call.
63	The Solution allows Mobile Users in the field to modify premise information related to a location.
64	The Solution includes a Mobile User approval process when entering/modifying premise information and/or alerts (e.g., deputy submits a flag/alert, that is submitted to the Watch Deputy; only upon approval from Watch Deputy will it get assigned into CAD).
	Unit Status and Incident Information
65	The Solution displays the following information on the screen during normal operations:
65 a	Unit Status Buttons
65 b	Pending Calls Queue
65 c	Active Calls Queue
65 d	Assigned Call
65 e	Message Queue
65 f	Date/Time
65 g	Peer Unit Information Queue
65 h	Map
66	The Solution allows Mobile Users to change unit status.
67	The Solution's call queues are specific to the following:
67 a	Deputy's station (e.g., Lancaster units see only Lancaster incidents/units).
67 b	Deputy's station reporting district assignment (e.g., Lancaster North unit sees only Lancaster North applicable incidents).
68	The Solution allows Mobile Users to select which reporting district calls they would like to have access to in addition to their assigned reporting district (e.g., unit is assigned in Lancaster North, they can also have access to all Lancaster calls).
69	The Solution allows Mobile Users to view the following when opening an incident:

Mobile Requirement

69 a	Dispatch Data
69 b	Units
69 c	Incident Notes
70	The Solution allows Mobile Users to query incidents regardless of assignment (e.g., Palmdale unit is able to query Lakewood unit(s) incidents).
71	The Solution provides a unit status wizard that triggers required fields when entering/exiting Department-defined unit statuses (e.g., when in Unit Status of "Female Transport" require current mileage; when changing unit status from "Female Transport" would require ending mileage).
72	The Solution has unique status update buttons for CST.
73	The Solution dates and time stamps all unit activity (e.g., status updates, inmate logs, etc.)
Mobile Mapping	
Map Navigation	
74	The Solution provides Mobile Users with the following map navigation functionality:
74 a	Pan
74 b	Zoom
75	The Solution supports finger gesturing (touch screen) for map navigation.
76	The Solution visually differentiates the status of each unit (through color, text and/or symbol).
77	The Solution allows Mobile Users to center map display on any of the following:
77 a	Incident location
77 b	Specified geographic area
77 c	Specified vehicle/unit
77 d	Vehicle activating emergency button
78	The Solution's maps automatically zoom into area as vehicle approaches destination.
79	The Solution allows cache map layers to minimize the amount of data transmitted wirelessly.
80	The Solution's map functions without wireless connectivity.
81	The Solution updates maps with the following information in real-time:
81 a	Unit locations
81 b	Incident locations
82	The Solution allows Mobile Users to right click on a location to display information associated with that location.
83	The Solution allows Mobile Users to click on a unit/incident in the incident queue/unit status bar and have it displayed on the map.
84	The Solution allows Mobile Users to save a map view.
85	The Solution allows Mobile Users to print a map view.
86	The Solution allows Mobile Users to toggle between street grid and satellite view on Mobile map.
Containment	
87	The Solution allows Mobile Users to set containment points via the Mobile.
88	The Solution allows Mobile Users to set containment points on the Mobile via selecting positions on the Mobile map.
89	The Solution utilizes icons to set containment points on the Mobile map ("Containment Icons").
90	The Solution's containment icons visually differentiate (through color, text and/or symbol) when they are manned vs. unmanned.
91	The Solution makes edited maps available to:
91 a	Other units assigned to the call
91 b	All units in a corresponding station
91 c	Units within a geographic area

Mobile Requirement

92	The Solution allows responding unit to identify electronically when they have arrived at a containment point.
93	The Solution's containment actions (e.g., setting of points, records of arrival) are appended to the call history.
AVL Integration	
94	The Solution supports AVL/GPS functionality.
95	The Solution allows Mobile Users to filter the display of other units on the Mobile map by:
95 a	Station
95 b	All Units
96	The Solution displays unit location on a map.
97	The Solution allows Mobile Users to view a units progress (in motion) toward an incident location.
98	The Solution utilizes GPS information to update incident location for field initiated calls for service.
99	The Solution supports pin-dropping (e.g., During a pursuit, a suspect appears to throw something out the window. Deputy continues pursuit but hits a button enroute that records the GPS location of the pin).
100	The Solution incorporates real-time unit location (AVL) for inmate and/or statewide transportation units.
Routing	
101	The Solution automatically calculates directions from Mobile User's current location (on Mobile using AVL) to dispatched location.
102	The Solution allows Mobile Users to toggle on/off routing.
103	The Solution instantaneously recalculates directions to incident/specific location.
104	The Solution provides routing information, via the following:
104 a	Audible
104 b	Text-based
105	The Solution takes the following into account when calculating routing directions:
105 a	Street speed limits
105 b	Closed streets
105 c	Distance between vehicle and incident location
105 d	Real-time traffic data *If this is supported, provide explanation, in comments section, of how.
106	The Solution highlights, on the map, the recommended route from current location to a dispatched incident site.
107	The Solution automatically orients map so vehicle is always moving forward.
108	The Solution provides Mobile Users with an ETA to their dispatched location.
Emergency Key Functionality	
109	The Solution allows Mobile Users to initiate an emergency message transmission from a touch screen button or hot key.
110	The Solution automatically transmits the following information in an emergency situation:
110 a	Unit ID
110 b	Units last known location
111	The Solution allows the following to reset an emergency key:
111 a	SD
111 b	Deputy activating emergency key
112	The Solution automatically creates an incident when the emergency key is activated.
113	The Solution allows SD to create an emergency trigger.
114	The Solution's emergency key provides an alert to:
114 a	Other Units in corresponding Station
114 b	Other monitoring units (peer-to-peer)
114 c	Units within a geographic area (e.g., regardless of station, any Department user within 2 miles of the activation)

Mobile Requirement

114 d	Specified Users (e.g., appropriate supervisor is always notified)
115	When the emergency key is reset, the Solution notifies the same Users that were originally notified by the alert.
116	The Solution supports a unit status (e.g., Code 3 - lights and sirens) that automatically sends an alert to appropriate SD/monitoring units.
117	The Solution supports a Code 3 approval process which notifies the appropriate Watch Deputy when a Mobile User goes Code 3.
118	The Solution allows notified watch deputy to authorize or decline the Code 3.
119	The Solution notifies Mobile User, via pop-up, of the watch deputy's response.
120	The Solution visually differentiates (through color, text and/or symbol) between an approved Code3 unit status vs. requested Code3 unit status.
121	The Solution supports a unit status (e.g., Code 6 - out of vehicle) that automatically creates an incident, identifying the following:
121 a	Unit hitting Code 6
121 b	Time
121 c	Location (via AVL/GPS)
122	The Solution allows Mobile Users to modify any unit status (e.g., Code 3 or Code 6) from a central location (e.g., Watch Deputy).
Mobile Dispatch Operations	
Dispatch Receipt	
123	The Solution's calls for service automatically open on the assigned unit's Mobile computers.
124	The Solution requires a Mobile User to "acknowledge" an assigned call.
125	The Solution allows Mobile Users access to all premise history associated with an incident (e.g., call history, hazards, etc.)
126	The Solution allows the System Administrator to configure whether a call for service is opened automatically.
127	The Solution alerts Mobile Users that a new call for service has arrived, via the following:
127 a	Pop-Up on-screen
127 b	Audible alert
127 c	Visual alert
128	The Solution notifies personnel dispatched to an incident when other personnel assigned to the call update their unit status (e.g., Enroute, on-scene).
129	The Solution allows Mobile Users to add themselves to an incident.
130	The Solution allows Mobile Users to access and read all call comments associated with a call, regardless of assignment.
131	The Solution displays the following information in distinct fields or tabs (as opposed to in the call narrative) upon receipt of dispatch:
131 a	Assigned Units
131 b	Comments/narrative
131 c	Date and time incident entered
131 d	Incident location
131 e	Incident priority
131 f	Radio Code (e.g., call type)
131 g	Premise Information (e.g., hazards, flags, etc.)
131 h	Previous Call for Service information
131 i	Reporting party information
131 j	Suspect information
132	The Solution directly accesses (e.g., hyperlink, drill down) previous call information related to the call for service.

Mobile Requirement

133	The Solution allows Mobile Users to add to call comments.
Self-Assignment	
134	The Solution allows a deputy to self-assign as an assisting unit to an incident (e.g., a unit goes into an "OBS", a new unit can assign themselves as an assisting unit).
135	The Solution prevents a Mobile User from assigning themselves as a primary handler (primary handler assignment must come from dispatch).
136	The Solution automatically notifies dispatch if a Mobile User self-assigns to an incident.
Dispatch Updates	
137	The Solution displays the most current dispatch data at the top of the screen/narrative section.
138	The Solution allows Mobile Users to receive supplemental dispatch information (e.g., location, suspect, pictures, vehicle information) without interrupting work in-progress.
139	The Solution's supplemental dispatch information is visually distinct from information previously received by Mobile User (e.g., separate font color, highlighted).
Hazard Information	
140	The Solution notifies Mobile Users, via message, of availability of information associated with a location (e.g., hazard).
141	The Solution indicates the type of information that is attached to a call so that Mobile Users can decide whether or not to retrieve the information (e.g., hazards are categorized and made visually distinct via icon or under separate tab).
142	The Solution allows field units to have the option of pulling up or not pulling up information attached to the call.
Field Initiated Calls for Service (Observation)	
143	The Solution allows Mobile Users to initiate the following calls for service from the Mobile Computer:
143 a	Traffic stop
143 b	Pedestrian stop
143 c	Bike Stop
143 d	Other (Department Defined)
144	The Solution allows additional units to self-assign to another unit's OBS.
145	The Solution allows Mobile Users to initiate a call for service using the following:
145 a	Function key
145 b	Quick touch button
146	The Solution allows field-initiated calls for service to trigger required fields that would be required for completion at call clearance (e.g., User can identify what OBS they're in, but not need to complete it immediately).
Call Clearance	
147	The Solution allows Mobile Users to clear calls from the Mobile.
148	The Solution requires the following information when clearing a call:
148 a	Clearance Code
148 b	Narrative (free form)
148 c	Reporting District (drop-down)
148 d	Number of Reports to be written (numeric, free-form)
148 e	Writing Time (numeric, free-form)
148 f	Citations Issued (numeric, free-form)
148 g	Citation Number(s)
148 h	Number of Arrests, including the following drop down options: - Felony or Misdemeanor

Mobile Requirement

	<ul style="list-style-type: none"> - Male or Female - Adult or Juvenile
149	The Solution allows the System Administrator to create and add fields as part of Call Clearance.
150	The Solution allows the System Administrator to create a Call Clearance wizard that determines subsequent questions based on previous answers.
151	The Solution allows Mobile Users to export all information recorded as part of a Call Clearance, into the deputy's daily worksheet.
152	The Solution allows the System Administrator to determine which fields associated with clearing a call are mandatory vs. optional.
153	The Solution allows the System Administrator to configure all drop-down fields (e.g., Department develops and manages the code tables).
154	The Solution's clearance code used determines the subsequent data fields required to complete the call clearance.
155	The Solution requires all deputies responding to an incident (CFS or OBS) to input their own clearance codes.
156	The Solution allows Mobile Users to be assigned to multiple calls.
157	The Solution allows Mobile Users to switch call assignment.
158	The Solution maintains associated call times pertaining to a specific incident (e.g., if a unit switches between active incidents, all activity taken (e.g., unit statuses) corresponds to their active incident.)
159	The Solution allows Mobile Users to add anticipated report writing time as part of Call Clearance.
Call Clearance Summary	
160	The Solution compiles time for all associated tasks (e.g., 5 calls cleared with reports, system tallies all reporting time into a single number).
161	The Solution verifies that all call times are valid and there is no overlap (e.g., when a deputy is handling Call A from 9 - 9:30, the system verifies that they are not handling Call B from 9:20 - 9:25).
162	The Solution allows Mobile Users to modify Department-determined call times associated with an incident (e.g., manually override enroute time).
163	The Solution tallies the total time spent on a call based on the following:
163 a	Unit status history
163 b	Additional information added as part of a call clearance
164	The Solution's call for service history allows Mobile Users to view all primary and assisting unit's narratives.
Contact Information	
165	The Solution allows the System Administrator to determine which clearance codes require contact information to be completed.
166	When entering a clearance code requiring contact information, the Solution allows Mobile Users to be presented the following fields to complete:
166 a	Last Name
166 b	First Name
166 c	Type of Contact
166 d	Sex
166 e	Race
166 f	Date of Birth
166 g	Probation/Parole Status asked? (Yes/No)
166 h	On Probation/Parole? (Yes/No)
166 i	Backseat Detention Length [in minutes] (e.g., 3 digit numeric field)
166 j	Vehicle Impound or Storage
166 k	Vehicle Code for Storage Authority

Mobile Requirement

167	The Solution's contact information fields incorporate drop down menus (maintained by the System Administrator) where appropriate.
AB 953 Contact Form	
168	The Solution supports clearance codes associated with AB 953 collection requirements.
169	The Solution presents Mobile User with an AB 953 form to complete, when eligible an AB 953 clearance code is used.
170	The Solution allows Mobile Users to manually identify requirement for AB 953 form.
171	The Solution presents Mobile Users with AB 953 form, after manual identification.
Countywide Bulletins/BOLOs and Messaging	
Countywide Bulletins/BOLOs	
172	The Solution allows Mobile Users to generate CWs.
173	The Solution provides the following fields for a CW record:
173 a	Date issued
173 b	CW expiration date
173 c	Nature of the CW
173 d	CW priority
173 e	Subject information
173 f	Vehicle information
173 g	Narrative
174	The Solution automatically checks outstanding CWs when a name or plate is queried.
175	The Solution isolates CWs from other messages.
Messaging	
176	The Solution supports a messaging system that can transmit messages to and from Mobile and desktop workstations.
177	The Solution displays the following identifiers within a message:
177 a	Sender name/ID
177 b	Sender date/time
177 c	Receiver name/ID
178	The Solution's message server continuously attempts to deliver a message until received (e.g., in the event connectivity is unavailable).
179	The Solution allows Mobile Users to store messages for later viewing.
180	The Solution's retention periods for sent and received messages are defined by the System Administrator.
181	The Solution's messages are sorted by most recent or first received.
Sending Messages	
182	The Solution allows Mobile Users to create and save message groups.
183	The Solution allows Mobile Users to create message groups by the following:
184 a	Individual Unit
184 b	Station Specific
184 c	Department Wide
184 d	The Solution saves Mobile User created message groups at the profile level.
185	The Solution allows Mobile Users to send messages to the following:
186 a	A single individual
186 b	Multiple personnel (e.g., not as an identified group)
187	The Solution's narrative field contains a wrap-around feature. *The Solution must indicate if characters are limited.

Mobile Requirement

188	When creating a message, the Solution allows Mobile Users to select a recipient using a single command (e.g., double click on a logged on user and message screen pops up).
189	The Solution allows Mobile Users to attach files to messages.
190	The Solution allows Users to embed photos in messages.
191	The Solution allows the System Administrator to set a file size limit.
192	The Solution allows Mobile Users to send a message to all units handling a specific incident (e.g., without requiring manual re-entry/creation of a new message and manually entering unit names/IDs).
193	The Solution's messages support the following features:
193 a	Reply
193 b	Reply All
193 c	Forward
Receiving Messages	
194	The Solution notifies Mobile Users, via an audible and/or visual flag, that a new message has arrived in mailbox.
195	The Solution allows Mobile Users to receive incoming messages without affecting work in progress.
196	The Solution has a visual identifier indicating the total number of unread messages.
197	The Solution's messages are queued in Mobile Users "inbox" for later viewing.
198	The Solution allows Mobile Users to query message logs using Department-defined criteria (e.g., date/time range, sender, recipient, device).
199	The Solution records the time a message was opened/read by receiver.
200	The Solution allows Mobile Users to clear a message from the queue.
201	The Solution allows Mobile Users to retain a message in the queue.
202	The Solution allows Mobile Users to archives messages.
203	The Solution allows Mobile Users to generate reports of all logged messages using the following criteria:
203 a	User
203 b	Time
203 c	Date
203 d	Time Range
203 e	Date Range
203 f	Station
203 g	Message keyword
203 h	Device
Queries	
General Queries	
204	The Solution searches and queries all appropriate databases without impacting dispatching performance.
205	The Solution allows Mobile Users to select which databases (e.g., CAD, RMS, and appropriate interfaces) to query.
206	The Solution allows the System Administrator to define/configure which databases and interfaces are automatically queried.
207	The Solution's automatic queries are based on a Mobile User's profile (e.g., a User has a certain security level, they only have access to query certain databases).
208	The Solution allows Mobile Users to query any call within the system, regardless of station (e.g., Compton can query Lakewood calls).
209	The Solution's query returns incorporate hyperlinks so that additional information is easily accessible without requiring the re-keying of data.
210	The Solution associates each User query with their corresponding CLETS ID and ORI number.
Query Returns and Access	

Mobile Requirement

211	The Solution retains recently queried information for easy access (e.g., User runs multiple DLs, they are able to access the initial DL query again without forcing a re-query).
212	The Solution stores a Mobile Users 10 most-recent queries. *The Solution must indicate the maximum if queries are limited to below or above 10.
213	The Solution removes queries from query history after the following:
213 a	Up to a certain number of queries are hit (e.g., when 11th query occurs, only last ten are maintained).
213 b	Time limit (e.g., only queries from past hour, day, shift).
213 c	Manually removed (e.g., all queries are stored until manually eliminated).
214	The Solution's query returns are accessible to other programs (e.g., User can select a query return from a Mobile and have the data populated into report writing software).
215	The Solution allows Mobile Users to link queries to a call for service.
216	The Solution allows Mobile Users access to another User's queries and returns.
217	The Solution allows Mobile Users to do the following with another User's queries and returns:
217 a	View Information Only
217 b	Copy a User's Information
218	The Solution's query returns are organized so that they do not overload a User's interface (e.g., returns are categorized, placed in separate queues, etc.)
219	The Solution organizes and aggregates all query returns in a logical manner (e.g., running a query on multiple databases, the return is divided across those multiple databases, showing an individual the basics of the return). For example: Database 1 - No Returns Database 2 - 5 Returns User would be able to click on those databases and see additional information.
220	The Solution saves all query returns until Mobile User clears data.
221	The Solution allows Mobile Users to access past queries.
222	The Solution saves all stored query returns after Mobile User log-off (e.g., returns are still there the next time that Mobile User logs onto the system).
223	The Solution sorts query results on any returned field.
224	The Solution provides a window from which Mobile Users can run common queries.
225	The Solution notifies Mobile Users, via on-screen indicator (e.g., pop-up), of a failed query (e.g., access to a database is unavailable).
Query Masks	
226	The Solution uses predefined data entry forms/screens (masks) to minimize data transmitted during queries.
227	The Solution allows Mobile Users to access query forms using the following:
227 a	Command line entry
227 b	Drop down menus
227 c	Dedicated function keys
227 d	On-Screen Buttons
228	The Solution allows the System Administrator to uniquely configure all query masks.
229	The Solution provides the following query masks:
229 a	Vehicle
229 b	Wanted Persons
229 c	DMV
229 d	NCIC (e.g., Property, Gun, Boat, Bike)
230	The Solution allows the System Administrator to develop a query mask not listed above.
Query Vehicle Mask	

Mobile Requirement

231	The Solution's Vehicle Query includes, but is not limited to, the following:
231 a	License Plate Number
231 b	License Plate State
231 c	License Plate Code
231 d	VIN
231 e	License Make
231 f	Stolen Vehicle Recovery Network (for LOJAC)
232	The Solution allows the System Administrator to determine which fields are optional/mandatory in order to run query.
233	The Solution's queries return information from the following applications/databases:
233 a	CAD (Incident History with Vehicle)
233 b	RMS (Master Vehicle Index Search)
233 c	CLETS/NCIC Associated Databases
233 d	JDIC Associated Databases
234	The Solution automatically runs a wants/hits check for the address associated with the DMV return.
235	The Solution automatically queries the license plate when creating a traffic stop.
Query Wanted Persons Mask	
236	The Solution's Wanted Person Query includes, but is not limited to, the following:
236 a	Driver's License Number
236 b	Driver's License State
236 c	Name
236 d	Address
236 e	Sex
236 f	Race
236 g	Hair
236 h	Eyes
236 i	Height
236 j	Weight
236 k	DOB
236 l	Age
Query DMV Mask	
237	The Solution's DMV mask query includes, but is not limited to, the following:
237 a	DL Number
237 b	Name
237 c	Address
237 d	DOB
237 e	Age
238	The Solution allows the System Administrator to define which fields are optional/mandatory in order to run a DMV mask query.
239	The Solution's DMV mask query is national (e.g., not restricted solely to California DMV returns).
240	The Solution's DMV mask query returns information from the following applications/databases:
240 a	CAD (Incident History with address)
240 b	RMS (History associated with name or address)
240 c	CLETS/NCIC Associated Databases
240 d	JDIC Associated Databases
Query NCIC Mask	

Mobile Requirement

241	The Solution allows Mobile Users to query NCIC with a dedicated mask, by searching the following:
241 a	Property
241 b	Gun
241 c	Boat
241 d	Bike
Deputy Daily Worksheet	
242	The Solution provides a unit activity record (e.g., DDWS).
243	The Solution's DDWS captures the following log-on information during a unit's shift:
243 a	Unit ID
243 b	Shift
243 c	Date
243 d	Shift Time
243 e	Classification of Personnel
243 f	Patrol Type (e.g., Patrol, Foot, Directed)
243 g	Deputy Name(s)
243 h	Deputy ID(s)
243 i	Vehicle ID
243 j	Mileage
243 k	Activity (Note: Activity information is a summary of activities that are populated based on assignment in CAD and corresponding information documented in call clearance)
244	The Solution's DDWS captures the following activity information during a unit's shift:
244 a	Incident Assignment History (e.g., listing of all activities a unit was assigned)
244 b	Incident Details (including: incident number, date/time, Clearance codes, narrative, incident type: CFS, OBS, etc.)
245	The Solution's DDWS captures a summary of arrest types during a unit's shift, including:
245 a	Felony: Male Adult
245 b	Felony: Female Adult
245 c	Felony: Male Juvenile.
245 d	Felony: Female Juvenile
245 e	Misdemeanor: Male Adult
245 f	Misdemeanor: Female Adult
245 g	Misdemeanor: Male Juvenile
245 h	Misdemeanor: Female Juvenile
246	The Solution's DDWS captures a summary of citations during a unit's shift.
247	The Solution's DDWS captures a summary of time allocated during a unit's shift, including: (Note: Time Allocated fields are populated based on information captured as part of call clearance and a unit's log-on information).
247 a	Total Shift Length
247 b	Time Spent on handling an incident
247 c	Time Spent on Report Writing
247 d	Time Spent on Patrol
247 e	Unallocated Time
247 f	Total Reports
248	The Solution allows Mobile Users to query and review their DDWS from the Mobile Computer.

Mobile Requirement

249	The Solution allows Mobile Users to modify the DDWS from the Mobile Computer (e.g., add additional Patrol time).
	Court Services Transportation (CST)
	Inmate Logging
250	The Solution allows Mobile Users to manually record information related to inmates picked up.
	Stop Location
251	The Solution designates transportation stop location codes (e.g., Pickup and Drop-off locations), including the following:
251 a	Stations
251 b	Jail Facilities
251 c	Juvenile Facilities
251 d	Miscellaneous Locations
251 e	Court Locations
251 f	County Hospitals
251 g	County Dialysis Centers
251 h	Department Defined
252	The Solution associates remarks with each stop location.
253	The Solution records drop-off/pick-up information related to each stop.

Acronyms

AAS	Automated Archive System
ANI/ALI	Automatic Number Identification/Automation Location Identifier
ASAP	Advanced Surveillance and Protection
ASCII	American Standard Code for Information Interchange
AVL	Automatic Vehicle Location
BOLO	Be On the Look Out
CAD	Computer Aided Dispatch
CDL	California Drivers License
CFS	Call-For-Service
CJIS	Criminal Justice Information Services
CLETS	California Law Enforcement Telecommunications System
CODE 3	Lights and Sirens
CST	Court Services Transportation
CSV	Comma-separated values
CW	County Wide
CWS	County Warrant System
DBA	Data Base Administrator
DDWS	Deputy Daily Worksheet
E9-1-1	Enhanced 911
EOB	Emergency Operations Bureau
GIS	Geographic Information System
GPS	Global Positioning System
FIPS	Federal Information Processing Standards
HP-UX	Hewlett Packard Unix
HTML	Hyper Text Markup Language
IAD	Informant Advised Delay
IT	Information Technology
JDIC	Justice Data Interface Controller
LARICS	Los Angeles Regional Interoperable Communication System
LASD	Los Angeles County Sheriff's Department
MAPI	Messaging Application Programming Interface
MDC	Mobile Digital Computer
MDM	MS Intune mobile device management
MS SQL	Microsoft Standard Query Language
MySQL	Open-source relational database management system - Structured Query Language
NCIC	National Crime Information Center
NCIC-III	National Crime Information Center - Interstate Identification Index
NIEM	Nation Information Exchange Model
NG9-1-1	Next Generation 911
OBS	Observation
ORI	
Number	Originating Agency Identification Number
PDF	Portable Document Format

Acronyms

PSAP	Public Safety Answering Points
RD	Reporting District
RMS	Records Management System
SCC	Sheriff's Communication Center
SD	Station Dispatcher
SMTP	Simple Mail Transfer Protocol
TST	Technical Services Transportation Bureau - Inmate transportation
UI	User Interface
URN	Uniform Reporting Number
XML	Extensible Markup Language

EXHIBIT C

SERVICE LEVEL AGREEMENT

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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1.0 GENERAL

This Exhibit C, Service Level Agreement (hereinafter SLA), sets forth the scope of, and Contractor's Service level commitment regarding the Maintenance and Support Services (M&S) for the Solution, including, but not limited to, M&S service levels for Hardware and Software support, correction of Deficiencies, warranties, and the County's remedies for Contractor's failure to meet the Service level commitment specified herein. This SLA is supplemental to the warranties and representations made in the Contract. Capitalized terms used in this SLA without definition will have the meanings given to such terms in the Contract.

2.0 SCOPE OF SERVICES

2.1 Description

Contractor must provide M&S services specified in the Contract and this SLA, as more fully described in Paragraph 2.2 (Definitions) below.

2.2 Definitions

Customer Support: Has the meaning specified in Paragraph 4.1 (Scope of Support) below.

Disaster: A catastrophic event that results in Downtime or disruption of the Production Environment at the primary data center, and requires Contractor to maintain an Active-Passive Disaster Recovery plan.

Disaster Recovery: A network configuration of independent nodes having the ability to replicate the CAD Solution for real-time data recovery across the primary and secondary data centers instantaneously, as further described in Paragraph 4.4 [Business Continuity Strategy (Disaster Recovery)] of this SLA.

Downtime: The period of time that the Solution cannot be accessed due to the System, or any component thereof, being inaccessible.

Incident: A circumstance or set of circumstances taken together, resulting in a failure to meet a Service level as required under this SLA and which can result in a Downtime credit.

Maintenance Services: Any goods or Services provided under the Contract for maintaining the Solution. This includes, but is not limited to:

- a. Hardware Maintenance (e.g., Preventive Maintenance, and scheduled/unscheduled equipment repairs or replacement), and
- b. Software Maintenance [e.g., Preventive Maintenance, Software Upgrades, Updates, enhancements, patches, and other updates to the Solution Software, Solution Interface updates needed to maintain compatibility with the Solution, Solution security updates, and report design updates, as further outlined in Paragraph 3.0 (Maintenance Services) below.]

Preventive Maintenance: The regular inspection, cleaning and replacement of System components in order to optimize System functionality and prevent any Unscheduled Downtime due to System failure.

Service Credits: Credits (or any other form of discount) to be applied to the applicable Service fees for Contractor's failure to timely resolve an Incident, or correct a Deficiency, including System Downtime.

Severity Level: The applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies) below.

Support Hours: Means 365/366 Days per year, 24 hours per Day, 7 Days per week, with no exceptions made for holidays.

Support Services: Contractor's provision to the County of Customer Support services and help-desk assistance, as applicable.

System Availability: Has the meaning specified in Paragraph 5.3 (Solution Availability Requirements) below.

System Performance: The performance of the System with respect to Response Time, System Availability and Disaster Recovery.

System Performance Requirements: The requirements for System Performance, as agreed-to by the parties, pursuant to Paragraph 5.3 (Solution Availability Requirements) below.

Total Monthly Time: The total number of minutes during a calendar month, excluding Scheduled Downtime.

3.0 MAINTENANCE SERVICES

- 3.1 As part of Solution Maintenance, Contractor must provide Maintenance Services for all System Hardware delivered by Contractor to the County, and the Application Software, Interfaces, and Third-Party Software provided by Contractor to the County, as applicable, all as part of the Solution (hereinafter "Maintenance Services"), as provided in this Paragraph 3.0 (Maintenance Services).
- 3.2 Also, as part of Solution Maintenance, Contractor must provide Helpdesk support for all County-provided Third-Party Software, including the Operating System, transaction processing layer, and database layer of the entire System, as applicable, as provided in this Paragraph 3.0 (Maintenance Services).
- 3.3 Contractor must provide to the County a comprehensive program of scheduled Preventive Maintenance to ensure the County 24/7 uninterrupted availability of the Solution. The Preventive Maintenance program must include, but is not limited to:
 - Software Preventive Maintenance including, but not limited to: OS tuning, database tuning/compacting, error log reviews, error log purging, and security Software reviews, etc.

3.3.1 Technology Refresh

At the conclusion of the fifth year of the Contract following Final Acceptance, and every five years thereafter should the Contract be extended beyond the original Term, a Technology Refresh will occur. Contractor must provide to the County a refreshment strategy to ensure the CAD Solution will, at a

minimum, meet the System performance requirements and ensure all Hardware, Software, and associated operating systems are fully supported. At the sole discretion of County Project Director [Refer to Task 15 (Solution Maintenance and Support and 24/7 Help Desk Support) of Attachment A.1 (SOW Outline)], the Technology Refresh will be procured, delivered, and installed by Contractor as Optional Work, payable by the County utilizing Pool Dollars pursuant to Paragraph 3.3.4 (Optional Work) of the Contract. The actual date for the Hardware upgrade will be as negotiated by the parties.

3.4 Application Software

- 3.4.1 Contractor must provide periodic Software Updates (“Updates”) to the Application Software to keep current with Contractor’s technology standards, industry standards, and federal and California state mandates, to maintain compatibility with the Solution Requirements listed in Exhibit B to the Contract, and with Third-Party Software, upgrades, updates, patches, bug fixes, etc. Contractor must timely deliver all Software Updates to the County, in accordance with this SLA and in coordination with County Project Manager.
- 3.4.2 Without limiting the other provisions of the Contract including, without limitation, the provisions of this SLA, such Updates must be provided to the County at least twice every year, unless otherwise agreed to by the County and Contractor. Contractor must notify the County, at least two weeks in advance, of all such updates to the Application Software prior to the anticipated installation date thereof. Contractor must test updates in the Test Environment. The County will assess impacts to its business processes, if any, and verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to the Production Environment. If not, Contractor must conduct additional testing, until the County verifies successful testing.
- 3.4.3 The County may choose at its sole discretion not to implement a particular Software Update. Contractor and the County will discuss the impacts and risks to the County, if any, for not implementing a particular Software Update. Contractor must roll back any Software Update to its prior version, as instructed by the County, when severe issues arise. Contractor must provide the County with a clearly defined configuration management plan (e.g., version control and source code control processes).
- 3.4.4 Contractor’s provision and installation of Software Updates (as defined in Paragraph 2.1.56 of the Contract) to the Application Software and all Third-Party applications are provided as part of Contractor’s annual M&S service delivery and will be at no additional cost to the County.
- 3.4.5 Any Updates necessary to remedy security problems in the System (e.g., closing “back doors” or other intrusion-related problems) must be provided promptly following Contractor’s knowledge of such problems. The County must also be notified in writing within 24 hours of Contractor’s knowledge of

the existence of any intrusions or other security problems or breaches that may affect the integrity of the System Data or any other County data, subject to the provisions specified in Paragraph 19 (Security) of the Contract.

- 3.4.6 Contractor must install all CAD Application software security patches not later than 14 Days from the time when Contractor is notified by either: a) a Third-Party Software company, or b) Department's data security office.

3.5 Solution Interfaces

Contractor must maintain and update all Solution Interfaces to: a) remain compatible with all System Updates, as applicable, and (b) accommodate changes made to any interfaced external system which was outside the control of the County or Contractor.

3.6 Third-Party Software

- 3.6.1 As part of Maintenance Services, Contractor must provide Maintenance Services for all Third-Party Software included in all CAD Environments for the Solution, including but not limited to Operating Software, transaction processing software, database software, virtualization software, report-writer software, and other software installed in the Production Environments and Test/Train Environment that is not Contractor's Application Software. Contractor must update, upgrade, or replace these System Software components throughout the entire Term of the Contract to comply with the Solution Requirements listed in Exhibit B to the Contract and the warranties specified herein, and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Contract.
- 3.6.2 Contractor must provide updates to the System Software to keep current with Contractor's technology standards, industry standards, updates to the Application Software and other Application Modifications, all in coordination with County Project Manager.
- 3.6.3 Contractor must utilize automated software provisioning tools to perform remote software patches and install Version Releases, including security and Windows updates. Contractor must test all Third-Party Software updates to the Solution in the CAD Test Environment. The County will verify whether the updates were tested successfully. Upon the County's approval, Contractor must proceed with transitioning updates to all the CAD Environments. If not, Contractor must conduct additional testing, until the County verifies successful testing. Contractor must roll back any Third-Party Software update to its prior Version, as instructed by the County, when severe issues arise.
- 3.6.4 Contractor must utilize industry-standard software configuration management tools for tracking and controlling changes in the Solution for all CAD environments.
- 3.6.5 All third-party security patches must be delivered and installed monthly or as available, as part of regular M&S, or sooner upon request from County Project Manager or the Department's data security office.

- 3.6.6 Contractor must provide all Third-Party Software Maintenance Services for both the primary and secondary data centers, monthly or as requested by the County, as part of regular M&S.
- 3.6.7 Furthermore, any Third-Party Application that may be incorporated into the Solution by Contractor and become part of the Application Software will be subject to the same System M&S obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.7 Additional Products

- 3.7.1 Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by the County under the Contract as Optional Work. Contractor must provide price quotes as requested by Department for Additional Products. Additional Products will include the provision to the County of all accompanying/supporting Documentation at no additional cost.
- 3.7.2 Prior to the installation of any Additional Product or any update thereto, Contractor must test and ensure such Additional Product's compatibility with the then-current version of the System Software including, without limitation, service packs and security patches, promptly upon their release. The County will validate the testing.

3.8 System Availability

Unless agreed-to otherwise in advance by the County, Contractor must provide all Maintenance Services, including installation of Updates, with no Downtime. If Downtime occurs, Paragraph 5.4 (Solution Availability and Credits) of this SLA will apply. In the event that System Maintenance is required, Contractor must ensure that, during any such System Maintenance, the System Availability requirements of the Contract are met and that the CAD Solution remains fully operational.

4.0 **SUPPORT SERVICES**

4.1 Scope of Support

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") must include responding to problems reported, and correcting Deficiencies as specified in this SLA. As part of its Support Services, Contractor must provide operational support for the Solution during Support Hours, which must include without limitation, the provision of a Contractor Customer Support desk to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5.0 (Correction of Deficiencies) below, to ensure that the Solution operates in accordance with the specifications, including the Solution Requirements listed in Exhibit B to the Contract, warranties and other requirements set forth in the Contract. Contractor's Customer Support desk must be accessible via telephone, email, and/or a Contractor-maintained web-based Customer Support portal.

4.2 Customer Support

4.2.1 Requests for Customer Support will be submitted only by authorized County technical support staff (County's 'help-desk'). All requests for Customer Support must be tracked and maintained by Contractor in the Customer Support portal, using an automated trouble ticketing system. Contractor must respond with a plan for resolving each Deficiency and respond to County Project Manager within the applicable required timeframe specified in Paragraph 5.2.1 (Problem Correction Priorities) below, depending on the Severity Level of the Deficiency.

Contractor's Customer Support responsibilities must also include, but not be limited to, the following:

- a. Providing the County's help-desk with access to Contractor's Customer Support via telephone, email, and/or a dedicated web-based Customer Support portal.
- b. Providing a telephone number for County staff to call at any time during Support Hours, managed by a live operator to quickly connect County staff with the appropriate Contractor Customer Support personnel.
- c. Access to Contractor's Customer Support via the web-based trouble-ticketing system or telephone. The trouble-ticketing system must provide the County with a simple method to submit, track and update issues. Authorized County help-desk personnel must be provided an account, and training on the use of the automated trouble ticketing system.
- d. Responding within the timeframes specified in Paragraph 5.2.1 (Problem Correction Priorities) below, depending on the Severity Level of the Deficiency.
- e. Working with County Project Manager and County's technical support staff to correct Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, and ensuring that all scheduled Downtime maintenance windows are clearly communicated by Contractor, and the requirements of this SLA are met.
- f. Informing the County at least two weeks in advance when the automated trouble ticketing system requires any scheduled Maintenance.
- g. Working with County Project Manager and County-authorized technical staff to correct Deficiencies.
- h. Informing County Project Manager and County's help-desk personnel of all pending Software Updates, including the scheduled timeframes for delivery to ensure 100% System Availability.
- i. Providing all Software Updates necessary to keep the Solution compliant with FBI's Criminal Justice Information Services (CJIS), and federal and state mandates.

- j. Maintaining all CAD Solution Documentation and computer-based training tools to align with all Software Upgrades and Updates delivered to the County, inclusive of all security Software, as applicable.
 - k. Triaging, diagnosing and resolving all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency with a workaround, the County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor must work with the County to ensure that each service ticket case is documented and diagnosed properly.
 - l. Tracking each Deficiency in Contractor's Customer Support ticketing system by, at minimum, the following:
 - i. Severity Level in accordance with the definitions specified in Paragraph 5.2.1 (Problem Correction Priorities) below,
 - ii. Date/time notified by the County,
 - iii. Name of Contractor's service technician(s) or engineer(s),
 - iv. Component and, if applicable, sub-component,
 - v. Tracking number,
 - vi. Description of problem including, if applicable, Solution Software version,
 - vii. Root cause of problem,
 - viii. Action(s) taken to resolve issue and/or to prevent recurrence,
 - ix. History of actions taken by Contractor and County personnel (including any communication), and
 - x. Date/time completed by Contractor and communicated to the County.
 - m. Monitoring the Solution for security breaches and reporting and coordinating resolution of any such security breaches with the County.
 - n. Installing all Software security patches no later than 30 Days from notification of the availability of such security patch(es) by either a Third-Party Software provider, or Department's data security staff.
- 4.2.2 During the M&S period, Contractor's Project Manager must meet with County Project Manager on a regularly scheduled basis, minimally monthly. Meetings may be conducted in person at a County-designated location, or via web-conferencing, as mutually agreed-upon in advance by the parties. Contractor must provide the County with meeting agendas and presentation materials reflecting the most recent and accurate M&S activity which, at minimum, includes:
- i. Service ticket activity from the prior month, including the age of each open service ticket,

- ii. Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve,
 - iii. Summary of Downtime, along with dates, times and location (if applicable),
- 4.2.3 Contractor must provide User and Technical refresher training when requested by the County, pursuant to the Project Control Document's Training Plan. The topics to be covered during the session will be determined by the County and planned accordingly with Contractor.
- 4.2.4 Contractor must provide Service Credits to the County for: a) its failure to meet the response timeframes, and/or b) its failure to meet the resolution timeframes to correct any Major Deficiency as specified in Paragraph 5.0 (Correction of Deficiencies) and more specifically in Paragraph 5.3 (Solution Availability Requirements) below.
- 4.2.5 Contractor must evaluate CAD Solution enhancement suggestions, whether initiated by the County or Contractor, using Contractor's trouble ticketing system. Contractor must conduct a preliminary evaluation of the proposed enhancement within 30 Days and update the ticket with that preliminary evaluation. Contractor must use this information for product enhancement planning.

4.3 Business Continuity Strategy (Disaster Recovery)

As part of Support Services, Contractor must provide Disaster Recovery Services, including modifications to the Business Continuity Strategy in the PCD throughout the entire Contract Term.

Contractor must maintain and implement an agreed-upon Disaster Recovery environment to ensure that the Solution is not interrupted during a declared disaster. All requirements of the Contract, including those relating to, but not limited to, Disaster Recovery procedures, security, personnel due-diligence, and training, must be addressed in the Business Continuity Strategy.

Upon occurrence or declaration of a force majeure event, Contractor must provide the agreed-upon services outlined in the Business Continuity Strategy. Contractor will be subject to the following minimum Disaster Recovery requirements, which must be incorporated into the Business Continuity Strategy:

- i. Contractor will have complete responsibility for continuation of Service and restoration of the Solution, as applicable.
- ii. In the event of a force majeure declaration [see Paragraph 69 (Force Majeure) of the Contract], Contractor is required to maintain regular and consistent communication with the County regarding the outage, and steps needed to restore the System and the Solution.
- iii. Contractor must configure the Solution to immediately failover to the next available data center to ensure 100% availability instantaneous with the occurrence of a force majeure event.

5.0 CORRECTION OF DEFICIENCIES

5.1 Identification of Deficiencies

Deficiencies may be identified either by Contractor's use of its own monitoring tools or discovered by the County. Upon discovery of a Deficiency by the County, the County will report the Deficiency and its Severity Level to Contractor's Customer Support for resolution in accordance with this SLA. Upon discovery of a Deficiency by Contractor, Contractor must report the Deficiency to County Project Manager. Regardless of the Deficiency discovery source, Contractor must keep the County informed on all identified Deficiencies. The parties must mutually agree to assign the appropriate severity Level to any Deficiency discovered by Contractor in accordance with the Severity Level definitions set forth in Paragraph 5.2.1 (Problem Correction Priorities) of this SLA.

Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, the County may reevaluate and escalate or downgrade the Severity Level of the Deficiency, pursuant to Paragraph 5.2.3 (Severity Level Adjustment) of this SLA.

5.2 Resolution of Deficiencies

5.2.1 Problem Correction Priorities

For each Deficiency reported by the County to Contractor, the County will assign the Severity Level to that Deficiency. For each Deficiency discovered by Contractor by its own problem monitoring system, Contractor will initially assign that Deficiency's Severity Level in consultation with the County.

Following a report of a Deficiency by the County, Contractor must respond back to the County within the prescribed "Service Response Timeframe" and resolve each such Deficiency within the specified "Service Resolution Time" as specified in the table below.

Following the report of a Deficiency by Contractor, Contractor must resolve each such Deficiency within the specified "Resolution Time" based on the Severity Level agreed-to by the parties.

Resolution times for correction of Deficiencies reported by the County will start tolling when the County first notifies Contractor of a Deficiency by telephone or as otherwise specified herein, including Contractor's Customer Support, and will end when the County determines that the Deficiency has been resolved.

Conversely, resolution times for correction of Deficiencies reported by Contractor to the County will start tolling when Contractor first notifies the County of a Deficiency by telephone or as otherwise specified herein, including Contractor's Customer Support, and will end when the County determines that the Deficiency has been resolved.

Severity Level	Description of Deficiency (any one of the following)	Service Response Timeframe	Service Resolution Time
1 – Critical	<p>Major Deficiency: The System or any component of the System is down (Unscheduled Downtime) or is effectively non-responsive or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County Users are affected. A production business system is inoperable.</p> <p>Severity Level 1 renders the Solution or a component of the Solution inoperative or unusable, causes an ongoing interruption to the end User's activities, or causes an unrecoverable loss or corruption of data.</p>	<p><u>30 minutes</u></p> <p>Credits for each 30min block thereafter an 'incident'</p> <p>31-60 incident 1 61-90 Incident 2, etc.</p> <p>*Each Incident is added to Downtime Credits.</p>	<p>Resolve Incident or formulate reasonable workaround within two consecutive hours.</p> <p>Downtime Credits double for each hour thereafter an 'Incident'.</p>
2 - Severe	<p>Major Deficiency: A component of the Solution is not performing in accordance with the specifications, creating significant County business impact, its core functionality is not available or one of the System Requirements is not met, as determined by the County. This Major Deficiency is considered "Unscheduled Downtime."</p>	<p>One hour</p> <p>Credits applied for each hour thereafter an 'Incident'</p> <p>04:01-5hrs Incident 1</p>	<p>Resolve Incident or formulate reasonable workaround within four consecutive hours.</p> <p>Credits double for all hours thereafter. Each hour an 'Incident'.</p>
3 - Moderate	<p>A component of the Solution is not performing in accordance with the specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.</p>	<p>Six hours</p> <p>Credits applied for each hour thereafter an 'Incident'</p>	<p>Resolve Incident within five consecutive Days.</p> <p>Credits commence on Day six for each Day thereafter, 8am-5pm. Each Day thereafter an 'Incident'.</p>
4 - Low	<p>This is a low impact problem and is not significant to operations or is cosmetic in nature as determined by the County.</p>	<p>Two Days</p> <p>Credits applied for each Business Day 8am-5pm thereafter an 'Incident'</p>	<p>Next Version Release, or 180 Days, unless otherwise agreed-to by County and Contractor.</p> <p>Credits for each Business Day 8am-5pm thereafter. Each Day an 'Incident'.</p>

5.2.2 Problem Resolution Process

For any Deficiency reported by the County or discovered by Contractor, Contractor must immediately commence corrective action. Contractor must correct all Deficiencies within the resolution times specified above. Contractor must also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter "Major Deficiency"). The County and Contractor must agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by the County.

Contractor must provide the best level of effort to correct all Deficiencies and, in particular, Major Deficiencies, within the prescribed resolution times. In the event that Contractor fails to correct a Deficiency within the prescribed resolution time, Contractor must provide the County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved, and the resolution is approved by County Project Manager. The parties will jointly cooperate during this period.

5.2.3 Severity Level Adjustment

The County may escalate or downgrade the Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be mutually escalated by the County and Contractor if the Deficiency persists or reoccurs, as determined by County Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities) above. Contractor may request an exception to the prescribed timeline when there are extenuating circumstances. Such request may or may not be granted at the sole discretion of County Project Manager.

If a workaround may be provided by Contractor for a Deficiency, the County and Contractor may agree to downgrade the Severity Level of such Deficiency until an agreed-upon date. If a permanent fix is not provided by such agreed-upon date, the County will have sole discretion to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 Solution Availability Requirements

System Downtime is not permissible under the Contract. Nonetheless, should a circumstance of such severity require Downtime, the County and Contractor must mutually agree on the appropriate date and time.

The Solution must meet the Solution availability requirements specified below, including, but not limited to, those relating to Major Deficiencies and System Availability, as further specified in this SLA and Exhibit B (Solution Requirements).

All Solution Downtime will be deemed a Major Deficiency for the purpose of the correction of Deficiencies and other County remedies. All Major Deficiencies, for purposes of this Paragraph 5.3, will be considered Solution Downtime, and will be subject to the Service Credits stated below.

5.4 Solution Availability and Credits

The Solution must be operational at 100% availability. Performance will be measured monthly. It is the responsibility of Contractor to present reports identifying compliance with this requirement. In the event Contractor fails to meet the availability requirements, Contractor must provide Service Credits to the County as follows:

SYSTEM AVAILABILITY (% OF SERVICE MONTH)	SERVICE RESPONSE/RESOLUTION AND/OR DOWNTIME RANGE / MONTH	SERVICE CREDITS (%OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH)
=> 99.9% and <= 100%	0.00 – 1.00 hours	2.5%
=> 98.9% and < 99.9%	1.01 – 8.00 hours	5%
=> 97.9% and < 98.9%	8.01 –15.00 hours	20%
=> 95.9% and < 97.5%	15.01 – 29.00 hours	35%
=> 93.9% and < 95.9%	29.01 – 44.00 hours	45%
=>91.9% and < 93.9%	44.01 – 58.00 hours	50%
=>89.9% and < 91.9%	58.01 – 72.00 hours	60%
=>87.9% and < 89.9%	72.01 – 87.00 hours	75%
and < 87.9%	Beyond 87.01 hours	Fee Waived for that Month

System Availability will be calculated as follows:

System Availability = (Total Monthly Hours required availability – Unscheduled Downtime) ÷ Total Monthly Time

EXAMPLES:

- Case #1: June has 720 hours; System was 'lights-out' for 8 minutes.
 $8/60 = .134$ hours Solution Downtime
 $720 - .134 = 719.866$ hours, System was 'Available'
 $719.866 / 720 = .9998138 = 99.981\%$ Availability (2.5% Svc Credits Assessed)
- Case #2: June has 720 hours; System had a reported Severity Level 2 Deficiency which required 4 hours to remedy.

4 hours Solution Downtime

$720 - 4 = 716$ hours, System was 'Available'

$716 / 720 = .9944 = 99.4\%$ Availability (5% Svc Credits Assessed)

- Case #3: June has 720 hours; System has a reported Severity Level 2 Deficiency which required 6 hours to remedy.

6 hours to remedy = 8 hours of Solution Downtime [4 hours + 4 hours (2 hours "doubled")]

$720 - 8 = 712$ hours, System was 'Available'

$712 / 720 = .9889 = 98.8\%$ Availability (20% Svc Credits Assessed)

- Case #4: June has 720 hours; System had a reported Severity Level 3 Deficiency, and Contractor took 10 hours to respond.

10 hour response time = 2 hours of Delayed Response/Resolution

$720 - 2 = 718$ hours, Delayed Service Response/Resolution

$718 / 720 = .9972 = 99.7\%$ (5% Svc Credits Assessed)

ATTACHMENT C.1

**COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT**

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

ATTACHMENT C.1

COUNTY - INFORMATION SECURITY

AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and Contractor's commitment and agreement to fulfill each of their obligations under applicable local, state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by Contractor before the Effective Date of the Contract and maintained throughout the Term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying Contract between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County 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 requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Contract by Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

ATTACHMENT C.1

COUNTY - INFORMATION SECURITY

AND PRIVACY REQUIREMENTS EXHIBIT

- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under the Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

Contractor must exercise the same degree of care in safeguarding and protecting County Information that Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. Contractor must implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

ATTACHMENT C.1

COUNTY - INFORMATION SECURITY

AND PRIVACY REQUIREMENTS EXHIBIT

Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to Contractor.

- b. **Privacy Program.** Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

Contractor must exercise the same degree of care in safeguarding the privacy of County Information that Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. Contractor must implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that Contractor complies with all applicable laws and regulations;
- External privacy policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by Contractor for any purpose other than as required under this Exhibit and the Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or

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otherwise used by, or on behalf of, Contractor, its officers, directors, employees, or agents. Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. Contractor specifically consents to the County's access to such County Information held, stored, or maintained on all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

Contractor may use County Information only as necessary to carry out its obligations under this Exhibit and the Contract. Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any local, state and federal law governing the protection of personal Information, (ii) any local, state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

Refer to Paragraph 18.0 (Confidentiality) of the Contract.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. Contractor or third party will be subject to the following terms and conditions: (i) each third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under the Contract.

Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor must encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other

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removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

Contractor must encrypt County Information transmitted on networks outside of Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, any cloud storage of County information will reside in CJIS compliant cloud providers only. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) must maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of the Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Contract; and (iii) deliver or destroy, at the 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, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision (b) below of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, Contractor must return all hardware, if any, provided by the County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement must be sent to the designated County Project Manager within ten Days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of the Contract, the County will return or destroy

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all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by Contractor hereunder), at the County's option.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information must be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information must be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 (Security and Privacy Incidents) below; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If Contractor makes backups to removable media (as described in Section 8 (Storage and Transmission of County Information) above, all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 (Storage and Transmission of County Information) above.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 (Storage and Transmission of County Information) above, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 8 (Storage and Transmission of County Information) above, must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by Contractor at off-site facilities.

Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

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- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. Conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 13 (Security and Privacy Incidents) below; and
- f. In the event any hardware, storage media, or removable media [as described in Section 8 (Storage and Transmission of County Information) above] must be disposed of or sent off-site for servicing, Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 (Storage and Transmission of County Information) above.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer (CISO):

Jeffrey Aguilar
Chief Information Security Officer
320 W. Temple Street, 7th Floor,
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W. Temple Street, 7th Floor,
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer (DISO):

Fransiscus X. Gunawan
Departmental Information Security Officer
12440 Imperial Hwy., Suite 400 E.,
Norwalk, CA 90650
(562) 345-4181

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,

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- ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident,
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified, and
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident has been confirmed to have been caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in the Contract and this Exhibit, Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the 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 additional remedies available within law or equity. Any breach of Confidentiality as outlined in Paragraph 18 (Confidentiality) of the Contract, constitutes a material breach of the Contract and will be grounds for immediate termination of at the exclusive discretion of the County.

15. AUDIT AND INSPECTION

Refer to Paragraph 33.5 (Audit and Inspection, Information Security and Privacy Requirements) of the Contract.

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ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in the Contract, Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under the Contract.

- a. **Inventory:** Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under the Contract. Contractor must be able to provide such management records to the County at inception of the contract and anytime upon request.
- b. **Access Control:** Contractor agrees to manage access to all Systems or Hardware covered under the Contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under the Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of the Contract, Contractor must document their access control plan for Systems or Hardware covered under the Contract and provide such plan to the DISO who will consult with the County's CISO for review and approval. Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 Days of the release of such updates, upgrades, or patches. Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason Contractor cannot do so within 90 Days, Contractor must provide a Risk assessment to the Sheriff's Department's DISO.
- d. **Vulnerability Management:** Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under the Contract. If such vulnerabilities cannot be addressed, Contractor must provide a Risk assessment to the DISO who will consult with the CISO. The CISO must approve the Risk acceptance and Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of the Contract, Contractor must encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under the Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the Sheriff's Department DISO.
- f. **Malware Protection:** Contractor must provide and maintain industry-standard endpoint antivirus and anti-malware protection on all Systems and Hardware as approved or required by the DISO who will consult with the CISO to ensure provided hardware is free and remains free of malware. Contractor agrees to provide the County documentation proving malware protection status upon request.

ATTACHMENT C.2

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

ATTACHMENT C.2

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Attachment C.2 sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential 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 Attachment C.2 will constitute a material, non-curable breach of the Contract by Contractor, entitling the 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 Attachment C.2, capitalized terms will have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor must 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 must screen and conduct background checks on all Contractor personnel who will have access to County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and Subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), must specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor must have an established set of procedures to ensure Contractor personnel 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 the County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Attachment C.2, "**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 must 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 will encrypt all 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 must encrypt County's Confidential

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DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information 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 mobile devices storing County's Confidential Information (including Protected Health Information) must be managed by a Mobile Device Management system. All workstations/PCs will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

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: (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 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 Project Director in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by the County in writing. The foregoing requirements must apply to back-up data stored by Contractor at off-site facilities. In the event any Hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all the 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 at any time upon the County's request, Contractor must return all Hardware, if any, provided by the County containing Personally Identifiable Information, Protected Health Information, or the County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and the County's Confidential Information must not be removed or altered in any way. The Hardware must be physically sealed and returned via a bonded courier or as otherwise directed by the County. In the event the Hardware containing County's Confidential Information or Personally Identifiable Information 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 and/or individual who performed the destruction will be sent to a designated County security representative within 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 pursuant to this Section must be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information must be housed in secure areas and protected by perimeter security

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DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor must: (i) monitor and manage all of its information processing facilities, including without limitation, implementing operational procedures, change management and incident response procedures; (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor must implement formal procedures to control access to its systems, services, and data, including but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including but not limited to, authentication, authorization, and event logging;
- c. Applications must include access control to limit user access to information and application system functions; and
- d. All systems must be monitored to detect deviation from access control policies and identify suspicious activity. Contractor must record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" will mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor must promptly notify (but in no event more than 24 hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor must provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by the County. The County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

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DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon the County's request, Contractor must provide to the County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date of the Contract must include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full 12 months of operation and is produced annually,
 - (ii) The resulting detailed report is available to County, and
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit) above, during the Term of the Contract, the County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than 90 Days from the date of the request by the County. The County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. The County will pay for all third-party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators will have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County 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.
- b. **County Data.** All of the County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under the Contract ("County Data"), is and will remain the property of the County and the County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under the Contract, nor may 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.** Subject to the limitations and other applicable provisions set forth in the Contract, 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 the County, and therefore, that upon any such breach or any threat thereof, the 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 13 (Confidentiality) will constitute a material breach of the Contract and be grounds for immediate termination of the Contract in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" will 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 must 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 the County or otherwise, Personally Identifiable Information pertaining to the 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.

ATTACHMENT C.2

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

- 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 must not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any 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 the County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) the Contract, (b) the County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor must not retain any Personally Identifiable Information 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 to perform its duties under the Contract, Contractor must promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On the County's written request or upon expiration or termination of the Contract for any reason, Contractor must promptly: (a) return or destroy, at the County's option, all originals and copies of all documents and materials it has received 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 the 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, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a) above, and provide a notarized written statement to the County certifying that all documents and materials referred to in Subsections 13(a) and (b) above have been delivered to the County or destroyed, as requested by the County. On termination or expiration of the Contract, the County will return or destroy all Contractor's Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

ATTACHMENT C.3

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

ATTACHMENT C.3
COMPLIANCE WITH DEPARTMENTAL
ENCRYPTION REQUIREMENTS

Contractor is required to provide information about its encryption practices with respect to personal information, Protected Health Information, Medical Information and any other information described in Paragraph 19.3 (Protection of Electronic County Information - Data Encryption) of the Contract by completing this Attachment C.3. By signing this Attachment C.3, Contractor certifies that it will be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Contract.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Firm

Name of Authorized Representative Title

Signature Date

ATTACHMENT C.4

DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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ATTACHMENT C.4

DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS

Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles (County). These requirements apply to all County and externally hosted applications: County-developed and third-party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System's security capabilities that must consistently be met throughout the Term of the Contract.

Requests for exceptions to any specific requirements within this requirement must be reviewed by the Departmental Information Security Officer (DISO) and approved by the Departmental management. The request should specifically state the scope of the exception, along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. The Departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Application Name and Brief Description:

Application Owner Name

Application Owner Signature

Departmental Information Security Officer (DISO) Name:

DISO Signature

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Secure Coding Standard		
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard		
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard		
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)		
3.3	Application login must be integrated with a central department and/or County authentication mechanism (e.g., AD)		
3.4	System encrypts passwords before transmission		
3.5	Ensure passwords are "hashed and salted" before storage		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
3.6	For public facing applications, implement multi-factor authentication (e.g., password) for applications with sensitive and/or confidential information (e.g., PII, PHI)		
4.0	Authorization (Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges		
4.2	Users accessing resources hold valid credentials to do so, for example: <ul style="list-style-type: none"> • User interface (UI) only shows navigation to authorized functions • Server side authorization checks for every function • Server side checks do not solely rely on information provided by user 		
4.3	Role and permission metadata is protected from replay or tampering by using one of the following: <ul style="list-style-type: none"> • Tokens/tickets expires after a single use or after a brief period • Standard authorization/authentication protocol (e.g., SAML, OAuth) 		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
5.0	Configuration Management (Database and Application Configuration Security)		
5.1	Database Security: System restricts users from directly accessing the database		
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)		
5.3	Application/database connection credentials need to be encrypted in transit and in storage		
5.4	Application/database connection and service accounts must comply with least privilege principle (i.e., must not be database admin account)		
6.0	Data Security		
6.1	Sensitive (e.g., password protected) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., Board of Supervisors Policy No.5.200)		
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
7.0	Audit logging and reporting		
7.1	Application provides audit reports such as configuration, user accounts, roles, and privileges		
7.2	<p>Auditing and logging an event in the system must include, at a minimum:</p> <ul style="list-style-type: none"> • Successful and unsuccessful logons to application • Security Configuration changes (add users, delete users, change roles/group permissions, etc.) • Sensitive business transaction/functions (e.g., override approvals) • All logged information is handled securely and protected as per its data classification 		
7.3	<p>The event parameters logged must include:</p> <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event 		
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
8.0	Reference		
8.1	County Web Application Secure Coding Standards		
8.2	County Password Security Standard		
8.3	Database Security Standard		
8.4	County Windows Server Baseline Security Standard		

EXHIBIT D

PRICING SCHEDULE

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

EXHIBIT D

PRICING SCHEDULE (Page 1 of 5)

Statement of Work-Implementation (One-Time Fees)

Contractor:		Pulsiam				
Task #	Task Description	Deliverable Description	Quantity	Unit of Measure (UOM)	Unit Price	Cost * (Qty x Unit Price)
1	Project Plan and Management	Deliverable 1 – Project Control Document, Communications Plan, Risk Identification and Management Plan, Quality Control, Business Continuity Strategy, Technology Refresh Implementation Strategy	1104	hours	\$ 175.00	\$ 193,200.00
2	Ongoing Project Management **	Deliverable 2 – Meeting agendas, minutes, action plans, issue tracking log, risk management log	N/A	N/A	Included / Not Billable	\$0.00
3	Department Operations, Contractor's Review	Deliverable 3 – Analysis of LASD's Department business processes	1500	hours	\$ 175	\$262,500.00
4	Customization Design and Development Task	Deliverable 4 – Manage the design process for each agreed-upon System Customization and Interface. Including but not limited to review and Gap Analysis using various tools such as storyboards, mock-ups, narratives, or similar tools. The end result will include a final design document.	1500	hours	\$ 175.00	\$ 262,500.00
5	System Configuration	Deliverable 5 – Configure the CAD System and Mobile software at County Project's Managers direction to meet the needs of the County. Training and documentation will also be provided.	912	hours	\$ 125.00	\$ 114,000.00
6	System Reports, Design/Development	Deliverable 6 – Develop all CAD reports that are currently available via the County's RAPS application and provide related training and documentation.	1456	hours	\$ 175.00	\$ 254,800.00
7	Data Conversion and GIS Import	Deliverable 7 – Data conversion and the initial import of the County's CAD and Geographic Information System (GIS) data. The plan will be documented and discussed in advance of conversion.	500	hours	\$ 125.00	\$ 62,500.00
8	Testing	Deliverable 8 – Functional, Interface, Systems Integration, Performanace and Load along with Operational Readiness testing will be delivered as part of this task.	500	hours	\$ 100.00	\$ 50,000.00
9	Cloud Hosting Ordering and Installation (as applicable)	Deliverable 9 – Order and install all required Hardware (as applicable), subject to the County Project Manager's written authorization to proceed. Provide a follow-up report of completion documenting the results and accompanied by a final 'as-built' System architecture diagram. Install the CAD and Mobile Applications on end-User workstations, as applicable, and develop a Software distribution plan. Timeline for installation.	800	hours	\$ 125.00	\$ 100,000.00
10	Phase 1 Pilot (User Acceptance Test) and Go-	Deliverable 10, Part A - Decentralized	1536	hours	\$ 125.00	\$ 192,000.00
		Deliverable 10, Part B - Centralized	800	hours	\$ 125.00	\$ 100,000.00
11	Phase 2 Go-Live Part - A Centralized and	Deliverable 11, Part A - Decentralized	1536	hours	\$ 125.00	\$ 192,000.00
		Deliverable 11, Part B - Centralized	800	hours	\$ 125.00	\$ 100,000.00
12	Final Acceptance Part - A Centralized and	Deliverable 12, Part A - Decentralized	108	hours	\$ 125.00	\$ 13,500.00
		Deliverable 12, Part B - Centralized	108	hours	\$ 125.00	\$ 13,500.00
13	Documentation	Deliverable 13 – Configuration Documentation, Interface Documentation, System administration manuals, Application software tutorials, Data dictionaries, Database set-up and maintenance information, Entity relationship diagrams, Report creation and maintenance manuals, Ad hoc reporting manuals, System architecture Documentation, Helpdesk support and call escalation procedures, Disaster recovery manuals, Data conversion assessment and conversion plan, GIS assessment and import/maintenance instructions, Business continuity strategy, Training manuals (including Mobile, Desktop, Admin) and Go-live plan.	2760	hours	\$ 100.00	\$ 276,000.00
14	Training and User Documentation	Deliverable 14 – Pulsiam will provide training and associated documentation to the County personnel on the customized CAD Application. Pulsiam will, with input from the County, develop a training plan.	1008	hours	\$ 100.00	\$ 100,800.00
15	Solution Maintenance and Support and 24/7 Helpdesk Support ***	Deliverable 15 – Transition the project from implementation to support. Pulsiam will provide the County with a dedicated account manager and Helpdesk.	N/A	N/A	N/A	\$0.00
TOTAL						\$ 2,287,300.00
* Cost - there will be a 20% holdback on all, due upon Final Acceptance. ** Ongoing Project Management shall be included in this implementation engagement. *** Please refer to Page 3 (Maintenance and Support (M&S)) for all charges related to Task 15.						

EXHIBIT D

PRICING SCHEDULE (Page 2 of 5)

Software

Contractor:		Pulsiam				
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Unit Price	Cost * (Qty x Unit Price)
1	Software	SafetyNet One (Publisher/Subscriber)	1		\$ 9,980,482.64	\$ 9,980,482.64
2		Call Takers	154			\$ -
3		Dispatchers	106			\$ -
4		Supervisors	6			\$ -
5		Command Staff	200			\$ -
6		System Administrators	8			\$ -
7		GIS Specialists	70			\$ -
8		Mobile Users	2262			\$ -
11		ArcGIS Monitor (up to 4 core)	1		\$ 11,000.00	\$ 11,000.00
12		ArcGIS Monitor (additional cores)	3		\$ 550.00	\$ 1,650.00
13		ArcGIS Knowledge server (up to 4 core)	1		\$ 22,000.00	\$ 22,000.00
14		ArcGIS Knowledge server (additional cores)	3		\$ 5,500.00	\$ 16,500.00
15		ArcGIS Notebook server advanced (up to 4 core)	1		\$ 22,000.00	\$ 22,000.00
16		ArcGIS Notebook server advanced (additional cores)	3		\$ 5,500.00	\$ 16,500.00
TOTAL						\$ 10,070,132.64

EXHIBIT D
PRICING SCHEDULE (Page 3 of 5)
Maintenance & Support (M&S)

Contractor:		Pulsiam										
Line #	Category	Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	Software	SafetyNet One (Publisher/Subscriber)	\$ -	\$ 2,929,775.78	\$ 3,076,264.57	\$ 3,230,077.80	\$ 3,391,581.69	\$ 3,561,160.77	\$ 3,739,218.81	\$ 3,926,179.75	\$ 4,122,488.74	\$ 4,328,613.18
2		Call Takers	included in license									
3		Dispatchers	included in license									
4		Supervisors	included in license									
5		Command Staff	included in license									
6		System Administrators	included in license									
7		GIS Specialists	included in license									
8		Mobile Users	included in license									
9		Microsoft Unified Support	\$ 50,000.00	\$ 52,500.00	\$ 55,125.00	\$ 57,881.25	\$ 60,775.31	\$ 63,814.08	\$ 67,004.78	\$ 70,355.02	\$ 73,872.77	\$ 77,566.41
10		ArcGIS Monitor (up to 4 core)	included in license	\$ 2,750.00	\$ 2,887.50	\$ 3,031.88	\$ 3,183.47	\$ 3,342.64	\$ 3,509.77	\$ 3,685.26	\$ 3,869.53	\$ 4,063.00
11		ArcGIS Monitor (up to 4 core)	included in license	\$ 135.00	\$ 141.75	\$ 148.84	\$ 156.28	\$ 164.09	\$ 172.30	\$ 180.91	\$ 189.96	\$ 199.46
12		ArcGIS Knowledge server (up to 4 core)	included in license	\$ 5,500.00	\$ 5,775.00	\$ 6,063.75	\$ 6,366.94	\$ 6,685.28	\$ 7,019.55	\$ 7,370.53	\$ 7,739.05	\$ 8,126.00
13		ArcGIS Knowledge server (additional cores)	included in license	\$ 1,375.00	\$ 1,443.75	\$ 1,515.94	\$ 1,591.73	\$ 1,671.32	\$ 1,754.89	\$ 1,842.63	\$ 1,934.76	\$ 2,031.50
14		ArcGIS Notebook server advanced (up to 4 core)	included in license	\$ 5,500.00	\$ 5,775.00	\$ 6,063.75	\$ 6,366.94	\$ 6,685.28	\$ 7,019.55	\$ 7,370.53	\$ 7,739.05	\$ 8,126.00
15		ArcGIS Notebook server advanced (additional cores)	included in license	\$ 1,375.00	\$ 1,443.75	\$ 1,515.94	\$ 1,591.73	\$ 1,671.32	\$ 1,754.89	\$ 1,842.63	\$ 1,934.76	\$ 2,031.50
		Subtotal	\$ 50,000.00	\$ 2,998,910.78	\$ 3,148,856.32	\$ 3,306,299.13	\$ 3,471,614.09	\$ 3,645,194.80	\$ 3,827,454.54	\$ 4,018,827.26	\$ 4,219,768.63	\$ 4,430,757.06
16	Misc.	AWS Cloud (Production, Staging and Disaster Recovery) Annual Cost	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80
17		AWS Enterprise Support Annual Cost	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93
18		2x Dedicated AWS DX Using Las Vegas AWS Onramp 10G Dedicated DX from BEC Norwalk (Loop to Coresite LA1) 10G Megaport in Coresite LA1 (facing carrier circuit) 10G Megaport in Switch Las Vegas (facing AWS LOA) Cross Connect at Switch Las Vegas- Port to AWS LOA 10G VXC between the 2x Megaports	\$ 38,200.00	\$ 37,200.00	\$ 37,200.00	\$ 37,200.00	\$ 37,200.00	\$ 46,500.00	\$ 46,500.00	\$ 46,500.00	\$ 46,500.00	\$ 46,500.00
19		10G Dedicated DX from SCC (Loop to Switch Las Vegas) 10G Megaport in Switch Las Vegas (facing carrier circuit) 10G Megaport in Switch Las Vegas (facing AWS LOA) Cross Connect at Switch Las Vegas- Port to AWS LOA 10G VXC between the 2x Megaports	\$ 27,400.00	\$ 26,400.00	\$ 26,400.00	\$ 26,400.00	\$ 26,400.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00
			Subtotal	\$ 372,421.73	\$ 370,421.73	\$ 370,421.73	\$ 370,421.73	\$ 370,421.73	\$ 386,321.73	\$ 386,321.73	\$ 386,321.73	\$ 386,321.73
TOTAL			\$ 422,421.73	\$ 3,369,332.51	\$ 3,519,278.05	\$ 3,676,720.86	\$ 3,842,035.82	\$ 4,031,516.53	\$ 4,213,776.27	\$ 4,405,148.99	\$ 4,606,090.36	\$ 4,817,078.79
												GRAND TOTAL
												\$ 36,903,399.91

EXHIBIT D

PRICING SCHEDULE (Page 4 of 5)

Professional Services - Hourly Rates

Contractor:		Pulsiam				
Line #	Category	Years 1 and 2 Hourly Rate	Years 3 and 4 Hourly Rate	Years 5 and 6 Hourly Rate	Years 7 and 8 Hourly Rate	Years 9 and 10 Hourly Rate
1	Software Configuration	\$ 125.00	\$ 137.50	\$ 151.25	\$ 166.38	\$ 183.01
2	Software Development	\$ 175.00	\$ 192.50	\$ 211.75	\$ 232.93	\$ 256.22
3	Training Services	\$ 100.00	\$ 110.00	\$ 121.00	\$ 133.10	\$ 146.41
4	Technology Refresh (Year 6) Installation and Configuration Services - Fixed Hourly Rate:					\$ 150.00

EXHIBIT D

PRICING SCHEDULE (Page 5 of 5)

Total Cost

Contractor:		Pulsiam	
Line #	Category	Category Description	Cost From Other Worksheets
1	SOW Deliverables	Central Server Equipment, Network Communication, Browser-based Software	\$ 2,287,300.00
2	Software License(s) (Perpetual)		\$ 10,070,132.64
3	M&S (Software for 10 years)	M&S Fees - Including Hardware, Secondary Data Center, CAD Solution, FREN Software, Direct Network Communication Line, and SLA Service Provisions	\$ 36,903,399.91
CONTRACT SUM SUBTOTAL			\$ 49,260,832.55
Pool Dollars (20%)			\$ 9,852,166.51
MAXIMUM CONTRACT SUM TOTAL			\$ 59,112,999.06

This Exhibit D (Pricing Schedule) represents Contractor's fully burdened firm-fixed cost for Solution implementation and annual maintenance and other professional services.

Contractor asserts that the below signed person is authorized to bind Contractor to the Pricing represented herein.

Hitech Systems, Inc. DBA Pulsiam

Name of Firm

Henry P. Unger

President

Name/Title of Authorized Representative

Title



1/31/2025

Signature

Date

EXHIBIT E

CONTRIBUTION AND AGENT DECLARATION FORM

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Hitech Systems, Inc. dba Pulsiam

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

Not applicable

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

Not applicable

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Henry P. Unger, President

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

None

b) Subsidiaries:

None

c) Related Business Entities:

Pulsiam S.A. de C.V.

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Henry P. Unger

- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

None

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

None

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

None

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

Not applicable

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

No.

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are no additional pages attached to this Contribution Declaration Form.

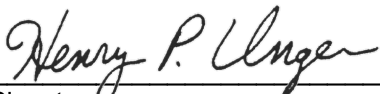
COMPANY BIDDERS OR APPLICANTS

I, Henry P. Unger (Authorized Representative), on behalf of Hitech Systems, Inc.(Declarant Company), at which I am employed as President (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree

to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.


Signature

January 7, 2025
Date

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, , declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

text.

Signature

Click or tap here to enter

Date

EXHIBIT F1

**COUNTY'S ADMINISTRATION
FOR
COMPUTER-AIDED DISPATCH (CAD) SERVICES**

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: David C. Sum

Title: Captain

Address: 12440 E. Imperial Hwy, Norwalk, Ca 90650

Telephone: (562) 345-4314

E-Mail Address: dcsum@lasd.org

COUNTY PROJECT MANAGER:

Name: Marshall R. Yelverton

Title: Lieutenant

Address: 1277 N. Eastern Avenue, Los Angeles, Ca 90063

Telephone: (323) 881-8002

E-Mail Address: mryelver@lasd.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Alesia W. Fuller

Title: Administrative Services Manager I

Address: 211 W. Temple Street, 6th floor, Los Angeles, Ca 90012

Telephone: (213) 229-3254

E-Mail Address: awfuller@lasd.org

EXHIBIT F2

CONTRACTOR'S ADMINISTRATION FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Hitech Systems Inc. dba Pulsiam

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Holly Blanks

Title: Director

Address: 16030 Ventura Blvd., Suite 250, Los Angeles, CA 91436

Telephone: (310) 691-8126

E-Mail Address: hblanks@pulsiam.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Henry P. Unger

Title: President

Address: 16030 Ventura Blvd., Suite 250, Los Angeles, CA 91436

Telephone: (310) 282-9919

E-Mail Address: hunger@pulsiam.com

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Henry P. Unger

Title: President

Address: 16030 Ventura Blvd., Suite 250, Los Angeles, CA 91436

Telephone: (310) 282-9919

E-Mail Address: hunger@pulsiam.com

EXHIBITS G1, G2, and G3

**ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

Contractor referenced above has entered into a contract with the County of Los Angeles (County) to provide certain Services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide Services in the above referenced Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of Work under the above-referenced Contract.

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving Services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to Contractor's staff during employment, Contractor and Contractor's Staff will keep such information confidential.

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

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

Signature: _____ Date: ____/____/____

Printed Name: _____

Title of its Authorized Representative: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles (County) to provide certain Services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to Contractor or on my behalf by virtue of my performance of Work under the above-referenced contract.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of Work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of Work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with Work pertaining to Services provided by the County and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving Services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County Work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Agreement as a condition of my Work to be provided by my employer for the County. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced contract between my employer and the County. I agree to forward all requests for the release of any data or information received by Contractor to my immediate supervisor.

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving Services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I will keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

Signature: _____

Date: ____/____/____

Printed Name: _____

Title of its Authorized Representative: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

CONTRACTOR NAME _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

Contractor referenced above has entered into a contract with the County of Los Angeles (County) to provide certain Services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above-referenced contract.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of Work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of Work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with Work pertaining to Services provided by the County and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving Services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County Work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Agreement as a condition of my Work to be provided by the above-referenced Contractor for the County. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced contract between the above-referenced Contractor and the County. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving Services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I will keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this Agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

Signature: _____

Date: ____/____/____

Printed Name: _____

Title of its Authorized Representative: _____

EXHIBIT H

JURY SERVICE ORDINANCE

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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 will be applicable to this chapter:

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

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

2.203.030 Applicability.

This chapter will apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter will 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, will 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 must have and adhere to a written policy that provides that its employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the 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 will 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 will 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, Contractor must 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 must not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter will be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter will 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 will remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

EXHIBIT I

SAFELY SURRENDERED BABY LAW

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

Safely Surrendered



No shame. No blame. No names.

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

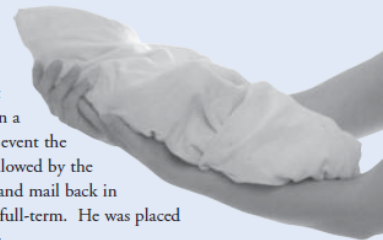
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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.



EXHIBIT J

CONTRACT DISCREPANCY REPORT

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date: _____

Contractor Representative's Signature and Date: _____