COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
"To Enrich Lives Through Effective and Caring Service"

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

MARK PESTRELLA, Director

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

IN REPLY PLEASE
REFER TO FILE

November 17, 2026

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

Dear Supervisors:

TRANSPORTATION CORE SERVICE AREA
AWARD OF CONSULTANT SERVICE AGREEMENTS
ON-CALL VISION ZERO TRANSPORTATION PLANNING
AND ENGINEERING SERVICES
FOR FEDERALLY AND NON-FEDERALLY FUNDED PROJECTS
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to award three consultant service agreements to provide on-call Vision Zero transportation planning and engineering services for Federally and non-Federally funded projects on behalf of Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.

2. Award and delegate authority to the Director of Public Works or his designee to execute three consultant service agreements with Egis USA, Inc., T.Y. Lin International, and Fehr & Peers. These firms will provide on-call, specialized transportation planning and engineering support services for Federally and non-Federally funded projects in support of the County's Vision Zero initiative. The aggregate not-to-exceed program amount for all three agreements is $15,000,000 for the initial 3-year term, with two additional 1-year extension options, for a total maximum contract term of 5 years.

3. Delegate authority to the Director of Public Works or his designee to administer the agreements and, at the discretion of the Director of Public Works or his designee, to exercise the two 1-year extension options based on project needs and satisfaction with the services provided, with no change to the initial not-to-exceed program amount. Also delegate authority to suspend or terminate the agreements for convenience pursuant to Article 8.41 of the agreement when such action is determined to be in the best interest of Los Angeles County, and authorize the Director of Public Works or his designee to take all necessary actions to effectuate termination or suspension, including issuing the appropriate notice and reimbursing the consultant for reasonable costs incurred for work performed up to the date of termination or suspension, pursuant to the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve three consultant service agreements for on-call Vision Zero transportation planning and engineering services for Federally and non-Federally funded projects and to expand the County's available Vision Zero and transportation planning expertise, increase technical innovation, and provide the ability to meet project schedules during peak workloads. These consultant service agreements will provide Public Works with the flexibility to augment staffing levels on an on-call basis.

The infrastructure and services delivered through these agreements will support the County's sustainability goals by improving the well-being of communities through a wide variety of Vision Zero and other active transportation policies, planning, studies, and technical work. These efforts will lead to further traffic safety enhancements and programming aimed at eliminating fatal traffic injuries and increasing active transportation use, aiding Los Angeles County to achieve its sustainability goals.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting healthy lifestyles through safe, active forms of transportation, such as walking and biking; and North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting non-motorized transportation investments that improve safety and mobility and reduce vehicle miles traveled.

FISCAL IMPACT/FINANCING

The total aggregate not-to-exceed program amount for the recommended three consultant service agreements is $15,000,000 for the initial 3-year term, with two additional 1-year extension options. The initial 3-year term is expected to begin during Fiscal Year 2026-27.

Funding for the first year of services is available in various Public Works administered funds, primarily in the Road Fund (B03 – Services and Supplies) Fiscal Year 2026-27 Budget. Funding to finance future contract years will be requested through the annual budget process. When services under these agreements are needed, financing will be made from the appropriate Public Works administered fund. Total expenditures for the consultant services will not exceed the amount approved by the Board of Supervisors.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultants are Egis USA, Inc., T.Y. Lin International, and Fehr & Peers. A standard consultant service agreement has been used that contains terms and conditions in compliance with the Board's ordinances, policies, programs, and Federal contracting requirements. Community Business Enterprise participation was not included in the solicitation because it conflicts with Federal regulations. Effective October 3, 2025, all disadvantaged business enterprise goal requirements are suspended under an interim final rule issued by the United States Department of Transportation. The suspension will remain in effect until further notice from Caltrans.

The Chief Information Officer has reviewed this request and recommends approval. The Chief Information Officer Analysis is enclosed (Enclosure A). County Counsel has reviewed and approved the proposed contract as to form, which is substantially similar to the enclosed draft contract (Enclosure B).

Enclosure C provides the proposers' utilization participation details and Community Business Enterprise information, including identification of their status as minority, women, disadvantaged, disabled veteran, and LGBTQ+ business enterprises, which were submitted in their proposals.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are excluded from the definition of a project under Section 21065 of the California Public Resources Code and Section 15378(b)(5) of the CEQA Guidelines. The proposed action, to award and execute on-call consultant service agreements, is an administrative activity of government which will not result in direct or indirect physical changes to the environment. Public Works will return to the Board as necessary for consideration of appropriate environmental documentation prior to the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On January 22, 2025, Public Works released a Request for Proposals (RFP). The RFP was advertised on the County's "Doing Business with Los Angeles County" website (Enclosure D), Public Works' "Do Business with Public Works" website, and in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, San Gabriel Valley Tribune, Pasadena Star News, Press Telegram, Santa Monica Daily Press, Daily Breeze, The Signal, and World Journal. Public Works notified 34,000 subscribers of our "Do Business with Public Works" website. Also, Public Works notified 1,703 Local Small Business Enterprises, 156 Social Enterprises, 185 Disabled Veteran Business Enterprises, 1,136 Community Business Enterprises, and 1,385 Community Based Organizations. Public Works requested assistance from the Department of Economic Opportunity to conduct a focused outreach effort based on the commodity code of the services being solicited and reached out to 245 vendors about this business opportunity. Sixteen firms registered on Public Works' website for this RFP. Thirty-seven individuals attended the optional preproposal conference held on February 2, 2025, and the solicitation was downloaded 197 times.

On March 18, 2025, a total of eight proposals were received. An evaluation committee consisting of Public Works staff evaluated the proposals based on the criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on this evaluation, the following firms were selected without regard to race,

creed, color, or gender: Egis USA, Inc., T.Y. Lin International, and Fehr & Peers. Pursuant to Caltrans' Local Assistance Program Guidelines, consultant service agreements for Federally funded projects over $1,000,000 require a financial document review by Caltrans' Independent Office of Audits and Investigations. Each of the selected firms has completed this review, and Caltrans has accepted the consultants' Indirect Cost Rates in accordance with applicable Federal requirements.

The selected firms represent the best-qualified firms to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable. Three-year contracting histories for the selected firms are on file with Public Works. In addition, Public Works notified the California Association of Professional Employees of the solicitation.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements. These agreements are exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

The consultant service agreements include a cost-of-living adjustment provision in accordance with Board Policy 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended consultant service agreements. Authorizing these agreements will facilitate the development and accelerate the delivery of County projects and programs by providing the necessary on-call Vision Zero transportation planning and engineering services for Federally and non-Federally funded projects.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PETRELLA, PE
Director

PETER LOO
Chief Information Officer

MP:SK:sc

Enclosures

c: Chief Executive Office (Christine Frias, Cynthia Zapata)
County Counsel
Executive Office, Board of Supervisors

ENCLOSURE A

Chief Information Office

Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:
11/17/2026

SUBJECT:

TRANSPORTATION CORE SERVICE AREA AWARD OF CONSULTANT SERVICE AGREEMENTS ON-CALL VISION ZERO TRANSPORTATION PLANNING AND ENGINEERING SERVICES

CONTRACT TYPE:

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

SUMMARY:

The Department of Public Works (DPW) is requesting delegated authority to award and execute three consultant service agreements with Egis USA, Inc., T.Y. Lin International, and Fehr & Peers for a 3-year term with two additional 1-year extension options to provide on-call, specialized transportation planning and engineering support services for Federally and non-Federally funded projects in support of the County's Vision Zero initiative. DPW is further requesting authorization to suspend/terminate these agreements for convenience.

On January 22, 2025, Public Works released a Request for Proposals (RFP). On March 18, 2025, a total of eight proposals were received. An evaluation committee consisting of Public Works' staff, evaluated the proposals based on the criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements.

The contract scope of services includes community and countywide transportation plans, Safe Routes to School, corridor safety studies, data collection and analysis, GIS, stakeholder engagement, safety initiatives, and open-streets event planning. The work may involve traffic collision, speed, volume, origin-destination, demographic, and near-miss data, together with community collaboration and street visualization tools. These services are primarily professional consulting services but may include IT services, applications, websites, software subscriptions, or SaaS solutions on a task-order basis. Work is authorized through individual task orders and Notices to Proceed; no specific work is guaranteed under the master agreement.

For IT-related work, Exhibit A, Section 16 requires consultation with and written approval from DPW's Information Technology Division (ITD), compatibility with County infrastructure and standards, testing and verification, coordination of deployment, at least twelve months of maintenance and support, and a hand-off before the support period ends. The contract also incorporates additional IT provisions (Exhibit C), Information Security and Privacy Requirements (Exhibit F), and SaaS Requirements (Exhibit H). These establish a contractual framework but do not replace a solution-specific technical and security review.

***Contract Amount*: $15,000,000**

FINANCIAL ANALYSIS:

The cost proposal includes professional consulting labor rates, project-specific direct costs, traffic data collection services, and software/data subscriptions. The $15 million contract amount shown in the proposal is a contract-level amount, not an individual vendor's fee. Likewise, unit prices and subscription options should not be added together as committed expenditures without defined quantities or selected services on authorized task orders.

1. **One-time or Project Specific costs:** Traffic studies, safety audits, data collection, equipment, travel, and other services purchased as needed. (The following are identifiable published prices in the cost proposal, not estimated contract spending.)

Vendor	One-time / project-specific costs	Ongoing / recurring costs
RoadSafe GIS	$45,000 setup and configuration	$35,000 annually for enterprise SaaS licensing; $150,000 combined over 3 years
Replica	No separate setup fee identified	$250,000–$500,000 for 1 year; $675,000–$1,350,000 for 3 years, depending on product
StreetLight	Data-as-a-Service purchases, including 12-month data products	12-month SaaS subscriptions; prices vary by product and jurisdiction
Street Simplified	$500–$5,000 for individual data/analytics components; $13,000–$23,000 for safety audits; $50,000–$200,000 for packaged safety surveys	$20,000 for 30-day or $40,000 for 90-day CCTV analysis, when ordered; not identified as automatically renewing
National Data & Surveying (NDS)	Traffic counts, pedestrian/bicycle counts, radar, video surveillance and field data collection, priced by location, duration or unit	Additional-day and hourly services available; no fixed recurring subscription identified
AimTD	Traffic counts, speed studies, parking studies, drone services and near-miss analysis	Additional-hour and additional-day services; no fixed recurring subscription identified
TYLin International	Professional services and reimbursable project-specific expenses	Hourly labor as assigned; no fixed annual retainer identified

2. **Ongoing costs:** Annual or multi-year software subscriptions, data services, support, and recurring access fees.

StreetLight annual subscription examples **12-month pricing; 10 seats for listed SaaS products**	
Product	**Annual price range across listed geographic scopes**
Traffic & Intersections	$7,500–$437,500
Truck Traffic	$5,000–$93,750
Active Transportation	$5,000–$37,500
Street Scanner	$5,625–$450,000
Crash Data Viewer	$35,000–$65,000
Network Screening	$80,000–$190,000

Future Safety SaaS	$5,625–$190,000
Additional seat	$1,000 per seat/year
API access	$7,500/year
Single sign-on configuration	$5,000/year as listed
Premium support	$5,000–$15,000/year, with one intermediate amount requiring confirmation

These prices are alternatives by product and geographic scope, rather than a single required annual package.

3. **Hourly consultant/sub-contractor rates:** Minimum and maximum hourly rates by consulting firm. These are not necessarily the final invoice billing rates, which may include indirect costs and fees.

Consultant	Example hourly rates	Basis
TYLin International	$32.76–$156.00	Intern through senior leadership
Community Art Resources	$33.32–$70.00 for identified positions	Project Manager through President
Chen Ryan Associates / CR Associates	$54.75–$118.00 for listed classifications	Planner through Principal
Lenax Construction Services	$119.50	Estimating Manager
Southwest Strategies	$73.32–$105.98 for identified personnel	Project Manager through Principal in Charge
Street Plans	$65.00–$189.39 for identified positions	Project Planner through Principal

Board Letter Subject/Title **TRANSPORTATION CORE SERVICE AREA AWARD OF CONSULTANT SERVICE AGREEMENTS ON-CALL VISION ZERO TRANSPORTATION PLANNING AND ENGINEERING SERVICES**

Risks:

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, and to manage contractor performance. Because this is a multi-vendor, on-call arrangement, inconsistent oversight of task orders could lead to fragmented deliverables, duplicate tools, and incompatible technical solutions. OCIO recommends a formal ITD review gate before approval of any task order involving software, hosted services, data sharing, interfaces, or system development. The project executive sponsor is DPW's Chief Information Officer, John Calas and the Project Manager will be Eric Dunlap, Senior Civil Engineer, Transportation Planning and Programs Division.

2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and corrective action remedies. These include contract compliance, timely completion, quality of deliverables, contractor performance history, and corrective actions; Performance Requirements for system availability and response time include error response and resolution standards. Termination and suspension options include the ability to terminate without contractor fault, for poor performance, or for specified compliance violations.

3. **Information Security Review** – The potential use of hosted applications, analytics platforms, GIS data, community engagement tools, and third-party data providers creates variable security and privacy exposure. Exhibit F establishes security/privacy requirements, while Exhibit H includes SaaS controls such as SOC 2 Type 2 reporting, SSO, role-based access, backup, and data location requirements. OCIO recommends DPW-DISO and County Information Security Officer review for each proposed technology solution, including data classification, personal-information exposure, vendor security evidence, data-sharing arrangements, and any required privacy assessment.

4. **Contract Risks** – County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

Stephanie Todd

STEPHANIE TODD, DEPUTY CHIEF INFORMATION OFFICER — DATE: 10/29/2026

APPROVED:

Peter Loo

PETER LOO, CHIEF INFORMATION OFFICER — DATE: 10/29/2026

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

ON-CALL VISION ZERO TRANSPORTATION PLANNING AND ENGINEERING SERVICES FOR FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS

DRAFT

CONTRACT BETWEEN COUNTY OF LOS ANGELES AND CONTRACTOR NAME FOR ON-CALL VISION ZERO TRANSPORTATION PLANNING AND ENGINEERING SERVICES FOR FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS

This Contract ("Contract" or "Agreement") is made and entered into on Enter Date ("Execution Date"), by and between the County of Los Angeles, hereinafter referred to as "County" or "Local Agency," and Contractor Name, hereinafter referred to as "Contractor" or "Consultant." Contractor Name is located at Contractor Address.

RECITALS

WHEREAS, this Contract is authorized under Los Angeles County Code Section 2.18.030 and California Government Code Sections §31000; and

WHEREAS, pursuant to the authority vested in the Los Angeles County Board of Supervisors under the Los Angeles County Charter, the Board approved the award of this Contract on [insert Board approval date], thereby authorizing its execution and Board-approved amendments; and

WHEREAS, the County may contract with private businesses for environmental and compliance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing engineering services; and

WHEREAS, Contractor represents that it is duly qualified, experienced, and willing to provide such services to the County; and

WHEREAS, the parties wish to set forth the terms and conditions under which Contractor will provide such services;

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

DRAFT

1.0 APPLICABLE DOCUMENTS

Exhibits A through H1 are attached to and incorporated into this Contract.

In addition, the Contractor's Proposal, the Request for Proposals – BRC0000535 (RFP), and all Notices to Proposers issued in connection with the RFP are incorporated herein by reference and will form a part of this Contract. The COUNTY and the CONTRACTOR agree that these documents collectively constitute the Contract.

In the event of any conflict or inconsistency among the provisions of this Contract, the Federal Provisions and requirements, and the incorporated documents—including, without limitation, the definition or interpretation of any term, responsibility, schedule, or the description of any task, deliverable, goods, services, or other work—such conflict or inconsistency shall be resolved in accordance with the following order of precedence:

1. Federal Provisions and requirements;
2. The terms and conditions of this Contract;
3. The Exhibits, in the following order of priority:

Standard Exhibits:

Exhibit A	Scope of Services
Exhibit B	Cost Proposal
Exhibit C	Additional Information Technology Provisions • Exhibit C1 Subscription Services
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Information Security and Privacy Requirements
Exhibit G	Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit H	Software as a Service (SaaS) Requirements • Exhibit H1 Digital Accessibility Requirements

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 8.1 (Amendments) and signed by both parties.

DRAFT

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Board of Supervisors (Board)**: The Board of Supervisors of the County acting as governing body.

2.1.2 **Contract or Agreement**: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work required under this Agreement. The terms "Contract" and "Agreement" are used interchangeably throughout this document and refer to the same governing instrument.

2.1.3 **Contractor or Consultant**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by the Contract. The terms "Contractor" and "Consultant" are used interchangeably throughout this Agreement and refer to the same party.

2.1.4 **Contractor's Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.5 **County or Local Agency:** County means either County of Los Angeles; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2.1.6 **County's Contract Analyst**: The person designated by the County to manage and facilitate the administrative functions of the Contract.

2.1.7 **County's Project Director**: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.1.8 **County's Project Manager**: Person designated by County's Project Director to manage the operations under this Contract.

2.1.9 **County's Project Monitor**: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

DRAFT

2.1.10 **County's Representative**: Director or Director's authorized representative represents County in all matters pertaining to the services to be rendered pursuant to this Contract.

2.1.11 **County Observed Holidays**: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website https://lacounty.gov/government/about-la-county/about/.

2.1.12 **Day(s)**: Calendar day(s) unless otherwise specified.

2.1.13 **Department:** The Los Angeles Public Works, which is entering into this Contract on behalf of the County of Los Angeles.

2.1.14 **Director:** Director of Public Works.

2.1.15 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.16 **Local Agency:** Local Agency means Los Angeles County.

2.1.17 **Statement of Work**: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.18 **Subcontract or Subagreement**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract. The terms "Subcontract" and "Subagreement" are used interchangeably throughout this document and refer to the same governing instrument.

2.1.19 **Subcontractor or Subconsultant:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement. The terms "Subcontractor" and "Subconsultant" are used interchangeably throughout this Agreement and refer to the same party.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, not specified in this Contract or in Exhibit A (Statement of Work and Attachments), or performed outside the Contract Term, such work will be deemed gratuitous and at the Contractor's sole risk. The Contractor will not proceed with any such additional services or expenditures without a written amendment to this Agreement executed in advance, as set forth in Paragraph 8.1 (Amendments). The Contractor

DRAFT

will have no claim whatsoever against the County for any such work or expenditures.

3.3 County will assign work to Contractor under this Contract using a Task Order under and as described in Paragraph 10.5 (Allowable Costs and Payments) and will initiate work under each Task Order using a Notice to Proceed. Contractor must not commence work under a Task Order until a Notice to Proceed has been issued for such work.

3.4 If the Consultant and any of its subconsultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with Exhibit C (Additional Information Technology Provisions) and Exhibit H (Software as a Service (SaaS) Requirements).

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be three years commencing on the date of full execution of the Contract, unless sooner terminated or extended, in whole or in part, as provided in this Contract. No work will proceed until a Notice to Proceed is issued by the County. County does not guarantee or promise that any work will be assigned to Contractor under this Contract until a written Notice to Proceed is issued by the County.

4.2 The County will have the sole option to extend this Contract term for up to two additional one (1) year periods, for a maximum total Contract term of 5 years. Each such extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board.

4.3 Contractor Alert Reporting Database (CARD): The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 This Contract is one of several contracts that the County has awarded as a result of the RFP. All of the services performed by all of contractors awarded contracts resulting from the RFP are collectively referred to herein as the "Program." The total, aggregate, not-to-exceed monetary amount for the Program is **Fifteen Million Dollars** ($15,000,000). As provided for in the RFP, the County may allocate the Program amount across any or all of

DRAFT

resultant contracts that are awarded by the County, in any manner that the County determines in the County's sole and absolute discretion.

5.1.2 In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A Scope of Work and Attachments , including receipt and acceptance of such work by Director, County agrees to pay the Contractor up to the total, aggregate amount(s) set forth in any Notices-to-Proceed that County may issue to the Contractor in connection with this Contract, and subject to the aggregate, not-to-exceed Program amount of $15,000,000 in the manner set forth in Paragraph 5.1.1.

5.1.3 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Cost Proposal).

5.1.4 The amendment/change order shall be executed in accordance with Paragraph 8.1, Amendments. Work will be based on Contractor's Cost Proposal in Exhibit B

5.1.5 The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will not be 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 specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor

DRAFT

after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoice Information and Payments

5.5.1 To ensure timely processing, the Contractor's invoice must include all information required by the County. At a minimum, the invoice shall contain the following applicable items:

a. Remit-to address
b. Company name and phone number
c. Invoice date
d. Invoice number
e. Time period covered by invoice (billing period)
f. Project title/description
g. Specs. Number and C.P. number (if applicable)
h. Contract Number (PW#)
i. Supplemental Agreement Number (if applicable)
j. DSR number (for earthquake work)
k. Project Number (for earthquake work)
l. Los Angeles County Building ID (for earthquake work)
m. Federal ID Number or Vendor Code (for earthquake work)
n. Contract amount or Notice to Proceed amount
o. Amount due on this invoice
p. Separate direct cost and indirect costs amount
q. Contract balance remaining after this invoice
r. Detailed description of services provided
s. Back-up material supporting reimbursable expenses (receipts, etc.)
t. A blank space approximately 3x5 inches on the page showing the total amount due, reserved for Public Works use.

5.5.2 The County's Project Manager will assist the Contractor in establishing the correct invoicing procedures.

5.5.3 The Contractor must email each invoice, with all supporting documentation, to the Task Order Project Manager and Account Payable, with a complete copy sent to the County Project Manager. The email subject line must include the Contract Number, Task Order Number, Firm Name, and Invoice Number. Refer to County Administration, **Exhibit D**.

5.5.4 The Contractor and all subcontractors must update their remit-to and business address in the County's Vendor Registration whenever a change occurs, via the Vendor Portal: https://camisvr.co.la.ca.us/Webven/

DRAFT

5.5.5 Contractor must provide written notice to the Project Manager within ten (10) days of any change to its remit to or business address. Refer to County Administration, Exhibit D.

5.5.6 The Contractor's invoices must be priced in accordance with Exhibit B (Cost Proposal).

5.5.7 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.8 Task Orders must comply with the performance period and not-to-exceed amount specified in each Task Order. Task Orders may not modify the terms or scope of this Contract.

5.5.9 **County Approval of Invoices**

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

5.5.10 **Preference Program Enterprises - Prompt Payment Program** Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Paragraph 4.2 - Term of Contract may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the Contract, it will require a written amendment to the Contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written

DRAFT

request along with appropriate justification to the Contract Analyst 60 days prior to the contract renewal date" or "exercising the additional option year periods identified in Paragraph 4.2.

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

5.7.1 The County, at its sole discretion, 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 Auditor-Controller (A-C).

5.7.2 The 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.

5.7.3 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.

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Representative

The role of the County's Project Representative may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

DRAFT

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

DRAFT

7.4 Contractor's Staff Identification

7.4.1 Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

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

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

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

7.5.4 These terms will also apply to subcontractors of County contractors.

7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality and Security

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor will comply with Exhibit F (Information Security and Privacy Requirements) and will be required to certify that they are in full compliance with the provisions of the Information Security

DRAFT

and Privacy Requirements and will maintain compliance during the contract term. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and security provisions of this Contract and is fully liable and responsible for their compliance with them.

7.6.4 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, 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 County with a full and adequate defense, as determined by County in its sole judgment, 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 County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.5 Confidentiality Agreement

Contractor must sign and adhere to the provisions of Exhibit G (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, Contract term, Contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by Director.

DRAFT

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director.

8.1.3 The Director, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Director.

8.1.4 For any change, which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by the Department and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by the Department and signed by the Contractor and the Director. For Board approved supplemental amount to the contract, a change order will be prepared and executed by the Director or his designed to effectuate the increase in Contract amount.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its 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, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

DRAFT

mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

1. Within 5 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
2. The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
3. If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 5 business days for County approval.
4. If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

DRAFT

5. The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 5 business days of receiving the complaint.
6. 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.
7. Copies of all written responses must be sent to the County's Project Manager within 5 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 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 herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, 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 County with a full and adequate defense, as determined by County in its sole judgment, 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 County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The 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

DRAFT

subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 **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.

8.8.2 **Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "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 fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of

DRAFT

hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

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

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

8.9 Conflict of Interest

8.9.1 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 the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the 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.

8.9.2 The 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. The Contractor warrants that it is not now aware of any

DRAFT

facts that create a conflict of interest. If the 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 the County. 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 **Responsible Contractor**

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

8.12.2 **Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates

DRAFT

that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 **Non-responsible Contractor**

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the 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, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the 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 the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect

DRAFT

for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, 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.

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.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at the Contractor's place

DRAFT

of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the 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 the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the 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.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

DRAFT

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the 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.

8.18 Electronic Signatures, Counterparts, and Representations

Electronic Signatures and Counterparts

1. **Recognition of Electronic Signatures**
The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders, and Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract.

   (a) The parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

2. **Definition of Electronic Signatures**
Electronic signatures include facsimile or email electronic signatures.

3. **Counterparts**

   (a) Each executed counterpart shall be deemed an original.

   (b) All counterparts, taken together, constitute the executed Agreement.

DRAFT

4. **Binding Effect of Electronic Signatures**
The parties hereby acknowledge and agree that:

(a) Electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement—including signatures transmitted by electronic mail in so-called PDF format—shall be legal and binding.

(b) Such signatures shall have the same full force and effect as if a paper original of this Agreement had been delivered and signed using a handwritten signature.

5. **Authentication and Waiver of Defenses**
Contractor and County:

(i) agree that an electronic signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature;

(ii) intend to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means;

(iii) are aware that the other party will rely on such signatures; and

(iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

6. **Statutory Consent**
If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under:

(a) The United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”), and

(b) The California Uniform Electronic Transactions Act (“UETA”) (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

8.19 Fair Labor Standards

The 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 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 the Contractor’s employees for which the County may be found jointly or solely liable.

DRAFT

8.20 Force Majeure

8.20.1 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").

8.20.2 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 will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The 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.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons 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

DRAFT

compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 **Evidence of Coverage and Notice to County**

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

2. Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any

DRAFT

required contractor and/or sub-contractor insurance policies at any time.

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 the 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 fifty thousand dollars ($50,000), and list any County required endorsement forms.

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 the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements must be emailed to the County's Contract Analyst.

6. Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

The County, it's 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. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also 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

DRAFT

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

8.24.4 **Cancellation of or Changes in Insurance**

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

8.24.5 **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 the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 **Insurer Financial Ratings**

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

8.24.7 **Contractor's Insurance Must Be Primary**

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

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

DRAFT

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide 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 County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**

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

8.24.11 **Claims Made Coverage**

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

8.24.12 **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.

8.24.13 **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.

8.24.14 **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.

8.24.15 **County Review and Approval of Insurance Requirements**

DRAFT

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

8.25 Insurance Coverage

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

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

8.25.2 **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.

8.25.3 **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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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.

8.25.4 **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

DRAFT

8.25.5 INFORMATION TECHNOLOGY INSURANCE REQUIREMENTS

If the Consultant and any of its subconsultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with the following insurance requirements below before any IT services may be assigned.

1. Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than $2 million.

2. Privacy/Network Security (Cyber Liability Insurance)

The Contractor must secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its

DRAFT

indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars ($500) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner,

DRAFT

restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The 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.

8.28.4 The 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.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws

DRAFT

and regulations to the end that no person will, 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.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (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. While 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 Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti- discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's

DRAFT

Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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.

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the 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.

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (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 except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. 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.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents,

DRAFT

information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

1. The Contractor must develop all publicity material in a professional manner; and
2. During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) 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 the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will

DRAFT

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.

8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the 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)

8.37.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the 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 the Contractor, then the difference must be either: a) repaid by the 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 the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the 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.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

1. A description of the work to be performed by the subcontractor.

DRAFT

2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor must obtain certificates of insurance from each approved subcontractor, confirming that the subcontractor maintains all insurance programs required by the County. Before any subcontractor employee performs work under this Agreement, the Contractor must ensure that all such documents are delivered to the County's Contract Analyst (refer to Exhibit D – County's Administration).

8.40 Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) 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 the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

DRAFT

8.41 Termination/Suspension for Convenience

8.41.1 This Contract may be terminated or suspended, 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 or suspension of work hereunder will be effectuated by notice of termination/suspension to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination or suspension becomes effective.

8.41.2 After receipt of a notice of termination or suspension and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination/Suspension for Default

8.42.1 The County may, by written notice to the Contractor, terminate or suspend the whole or any part of this Contract, if, in the judgment of County's Project Director:

1. Contractor has materially breached this Contract; or
2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates or suspends this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated or suspended. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated or suspended under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond

DRAFT

the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination/Suspension for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination/Suspension for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination/Suspension for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination/Suspension for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination/Suspension for Improper Consideration

8.43.1 The County may, by written notice to the Contractor, immediately terminate or suspend the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor’s performance pursuant to the Contract. In the event of such termination/suspension, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report

DRAFT

must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Contractor; or
4. The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination/Suspension for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the 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.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's 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 the Contractor in writing of any such non-allocation of funds at the earliest possible date.

DRAFT

8.47 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.

8.48 Waiver

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 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

8.49.1 The 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 the Contractor for the purpose of securing business.

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

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.51 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 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be

DRAFT

grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time Off for Voting

The 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 (10) 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 Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.54 Integrated Pest Management (IPM) Program Compliance

8.54.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.54 can be found at: https://ipm.lacounty.gov/

8.54.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

8.54.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and

DRAFT

- Reduction of pesticide use.

8.54.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development or preparation of the solicitation document(s).

DRAFT

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 developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to

have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 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 twelve (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, may be a material breach of this Contract as determined in the sole discretion of the County.

8.60 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars ($100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of $100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

DRAFT

9.0 ADDITIONAL TERMS AND CONDITIONS

9.1 Advertising and Other External Communications About the Project

The Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Contractor's, application for an award or any other recognition of the project; and (2) any advertising or promotion of the project and/or the Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Contractor to make revisions to the information prior to disclosure.

9.2 Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

9.3 Federally Funded Work - Debarment, Suspension, and Eligibility

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor.

9.3.1 Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

9.3.2 For federally funded work, the Project Manager will, before assigning work or Notice to Proceed to the Contractor, verify that the Contractor is

DRAFT

not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: https://sam.gov/content/home.

9.3.3 If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Project Manager will notify the Contractor of their negative standing in the SAM. The Project Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue.

9.3.4 The Contractor shall notify the Project Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

9.3.5 If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

9.3.6 Where applicable, the Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, prior to assigning federally funded work.

9.3.7 For State-funded contracts, the Contractor acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded.

9.3.8 By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. Contractor further certifies, to its knowledge, that none of its subcontractors, at any tier, nor any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded.

9.3.9 During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts.

9.3.10 Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

DRAFT

9.4 Ownership of Materials, Software and Copyright

9.4.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.4.2 Contractor shall affix the following notice to all County Materials: "© Copyright (year of first publication), County of Los Angeles. All Rights Reserved." This notice shall be affixed on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

9.4.3 If directed to do so by County, Contractor will place the County name and County logo on County Materials developed under this Contract. Contractor may not, however, use the County name and County logo on any other materials prepared or developed by the contractor that falls outside the scope of this Contract.

9.4.4 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.4.6 Contractor represents and warrants that all County Materials prepared under this Contract are the original work of Contractor and do not infringe upon any copyright, patent, trade secret, trademark, or other intellectual property or proprietary rights of third parties. For any portions of County Materials not original to Contractor, Contractor represents and warrants that it has obtained all necessary licenses, rights, and permissions from appropriate third parties to include such materials in the County Materials.

DRAFT

9.4.7 The County will use reasonable means to ensure that the 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 the Contractor.

9.4.8 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.8.7 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.8.5 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.5 Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Paragraph 8.23 (Indemnification), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor must not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

9.6 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor must pay full compensation for all costs incurred by the County.

9.7 Acknowledgement/Attributions

County will also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or

DRAFT

attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

9.8 Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

9.9 Cooperation

Contractor must cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor must carry out all work in a diligent manner and according to instructions of the Director.

9.10 Cooperation and Collateral Work

Contractor must perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

9.11 Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, must be provided by Contractor.

9.12 Labor

No person will be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person must be reassigned immediately and not again employed on Public Works' projects or providing services.

9.13 Labor Law Compliance

Contractor, its agents, and employees must comply with all applicable provisions of the California Labor Code, as well as all other Federal, State, and local labor laws, including prevailing wage requirements. Contractor is responsible for selecting the proper worker classifications and, when applicable, must pay the prevailing wage rates in effect as adopted by the Director of the Department of Industrial Relations on the date the project was first advertised for bid. Contractor will indemnify the County against any claims arising from noncompliance. Contractor must also comply with Labor Code Section 1777.5 regarding the employment of apprentices.

9.14 Permit/License

Contractor must be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from

DRAFT

the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

9.15 Prohibition Against Use of Child Labor

Contractor must:

9.15.1 Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.

9.15.2 Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

9.15.3 Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

9.15.4 Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor must immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

9.16 Public Convenience

Contractor must conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

9.17 Public Safety

It will be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

9.18 Quality of Work

Contractor must provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

9.19 Safety Requirements

Contractor must be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

DRAFT

9.20 Storage of Materials and Equipment

Contractor must not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

10.0 FISCAL AND FEDERAL PROVISIONS

10.1 Introduction

The following sections provide the fiscal terms and federal compliance requirements applicable to the Consultant. These provisions are derived from the Caltrans Local Assistance Procedures Manual and Exhibit 10-R (Sample Agreement), which together establish the procurement guidance and federal compliance standards required for all federally funded contracts.

10.1.1 Consultant agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this Contract.

10.1.2 Consultant in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that Consultant (including Consultant's employees) is an independent consultant, and that no relationship of employer-employee exists between the Parties hereto. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of the County

10.1.3 LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

DRAFT

10.1.4 Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

10.1.5 Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntarily shall be furnished promptly to the LOCAL AGENCY.

10.1.6 CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its consultants and subconsultants or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

10.1.7 No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10.1.8 The consideration to be paid to the Consultant as provided herein, shall be in compensation for all of the Consultant's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

10.2 Consultant's Reports or Meeting

10.2.1 Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY’s Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

10.2.2 Consultant’s Project Manager shall meet with LOCAL AGENCY’s Project Manager, as needed, to discuss progress on the project(s).

10.3 Statement of Work

Refer to Applicable Documents, Exhibit A, Statement of Work.

DRAFT

10.4 Performance Period

10.4.1 This Contract shall take effect on the Execution Date (**see Recitals, Page 1**). The Consultant shall begin work only after receiving written notice to proceed from the LOCAL AGENCY. The AGREEMENT shall terminate in accordance with Paragraph 4, unless extended by AGREEMENT amendment (Amendments 8.1).

10.4.2 Consultant is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

10.4.3 The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete Task Order in progress only. The maximum term shall not exceed five (5) years.

10.5 Allowable Cost and Payments

10.5.1 Consultant will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. The Indirect Cost Rate on the Cost Proposal will be fixed for the entire term of the Contract. The Consultant will be reimbursed within thirty (30) days upon receipt by the LOCAL AGENCY'S Project Manager of itemized invoices in duplicate.

10.5.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

10.5.3 Applicability of Mini-RFP Process to Federal Funded Projects. For federally funded Task Orders, the Mini-RFP process shall apply. All on-call Contractors shall be eligible to compete for the Task Order solicitation.

10.5.4 Specific projects will be assigned to Consultant through issuance of Task Order solicitations.

10.5.5 After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a Task Order solicitation; less the cost estimate. A task order solicitation will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY

DRAFT

Project Manager. The Task Order solicitation will be delivered to Consultant for review. Consultant shall return the Task Order solicitation within ten (10) calendar days along with a cost estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, a Notice to Proceed will be issued for the finalized Task Order by the LOCAL AGENCY to the Consultant.

10.5.6 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal. No Mark-Ups are allowed on either specified payment. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

10.5.7 Reimbursement for transportation and subsistence costs shall not exceed State rates.

10.5.8 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the LOCAL AGENCY's Project Manager before exceeding such estimate.

10.5.9 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual cost incurred.

10.5.10 Consultant shall not commence performance of work or services until this Contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

10.5.11 A Task Order has no force or effect until it is returned to LOCAL AGENCY and a Notice to Proceed is issued and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project, and work shall not begin until the LOCAL AGENCY Project Manager issues the Notice to Proceed for that Task Order.

10.5.12 Consultant will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Project Manager of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the

DRAFT

work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Paragraph 10.11 Equipment Purchase and Other Capital Expenditures, must be reimbursed by Consultant prior to the expiration or termination of this AGREEMENT. Invoices shall be emailed to LOCAL AGENCY's Project Manager (refer to **Exhibit D** County's Administration).

10.5.13 The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

10.5.14 The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

10.5.15 If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

10.5.16 Task Orders may not be used to amend the language (or the terms) of this Contract nor to exceed the scope of work under this Contract.

10.5.17 The total amount payable by LOCAL AGENCY for all Task Orders resulting from this Contract shall not exceed the Contract Sum (**refer to Total Contract Sum, Paragraph 5.1**). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

10.6 Termination

10.6.1 This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

10.6.2 LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

DRAFT

10.6.3 Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

10.6.4 In the event of termination, Consultant shall be compensated as provided for in this Contract. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

10.7 Cost Principles and Administrative Requirements

10.7.1 The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

10.7.2 The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10.7.3 Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Contractor to LOCAL AGENCY.

10.7.4 When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

10.8 Retention of Record/Audits

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the

DRAFT

CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

10.9 Audit Review Procedures

10.9.1 Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

10.9.2 Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

10.9.3 Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

10.9.4 CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Analyst to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

10.9.5 CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Analyst to conform to the Work Paper Review recommendations included in the management letter or audit

DRAFT

recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

a. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:

   1) If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   2) If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   3) If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

b. If IOAI is unable to issue a cognizant letter per paragraph 10.10.5.a above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

c. If the CONSULTANT fails to comply with the provisions of this paragraph 10.10.5, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 10.10.5.a. above for all rendered services.

DRAFT

In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

d. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT must submit its final invoice to Local Agency no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

10.10 Subcontracting

10.10.1 Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

10.10.2 The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Analyst, except that which is expressly identified in the CONSULTANT’s approved Cost Proposal.

10.10.3 Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

10.10.4 Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Analyst in advance of assigning work to a substitute Subconsultant.

10.10.5 Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants,

DRAFT

to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

10.10.6 Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate the method below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

a. The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the

DRAFT

LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

b. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

10.11 Equipment Purchase and Other Capital Expenditures

10.11.1 Prior authorization in writing by LOCAL AGENCY's Project Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs

10.11.2 For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Project Manager, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

10.11.3 Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

a. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with

DRAFT

established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

b. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

10.12 State Prevailing Wage Rates

10.12.1 No Consultant or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

10.12.2 The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

10.12.3 General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

10.12.4 Payroll Records

1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours

DRAFT

worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.

   c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the LOCAL AGENCY Project Manager by both email and regular mail on the business day following receipt of the request.

3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.

DRAFT

5. The Consultant shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The Consultant or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

10.12.5 When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Project Manager.

10.12.6 Penalty

1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to

DRAFT

each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

    a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient

DRAFT

to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

10.12.7 Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the Consultant or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

10.12.8 Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars ($30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. Consultants and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

10.13 Conflict of Interest

10.13.1 During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this Agreement or any ensuing LOCAL AGENCY construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing LOCAL AGENCY construction project which will follow.

10.13.2 Consultant certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the

DRAFT

services to be provided pursuant to this Agreement. Consultant agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

10.13.3 The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

10.13.4 The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

10.14 Rebates, Kickbacks or Other Unlawful Consideration

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

10.15 Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying

10.15.1 The Consultant certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall

DRAFT

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.15.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

10.15.3 The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

10.16 Non-Discrimination Clause and Statement of Compliance

10.16.1 The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.

10.16.2 During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

10.16.3 CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504,

DRAFT

are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

10.16.4 CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

10.16.5 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

10.16.6 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

10.16.7 The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

10.16.8 The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

10.16.9 CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

10.17 Debarment and Suspension Certification

10.17.1 The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

DRAFT

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

10.17.2 Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

10.17.3 Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

10.18 Disadvantaged Business Enterprises (DBE)

10.18.1 Consultant, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):
CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

10.19 Insurance

10.19.1 Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

DRAFT

10.19.2 The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

10.19.3 CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

10.20 Funding Requirements

10.20.1 It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

10.20.2 This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

10.20.3 It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

10.20.4 LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Paragraph 10.7, Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

DRAFT

10.21 Change in Terms

10.21.1 This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

10.21.2 CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Project Manager.

10.21.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by Local Agency's Project Manager.

10.22 Contingent Fee

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10.23 Disputes

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

10.23.1 Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Project Manager and/or Local Agency's Project Manager's Supervisor or designee, who may consider written or verbal information submitted by Consultant.

10.23.2 Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, Consultant may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

10.23.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

DRAFT

10.24 Inspection of Work

Consultant and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

10.25 Safety

10.25.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

10.25.2 Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

10.25.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

10.26 Ownership of Data

10.26.1 It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

10.26.2 Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work

DRAFT

(and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by County.

10.26.3 Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

10.26.4 Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

10.26.5 LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted, the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

10.27 Claims Filed by Local Agency's Construction Contractor

10.27.1 If claims are filed by LOCAL AGENCY's construction consultant relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

10.27.2 Consultant's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this AGREEMENT.

10.27.3 Services of Consultant's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

10.28 Confidentiality Data

10.28.1 All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to Consultant in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

DRAFT

10.28.2 Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

10.28.3 Consultant shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, Consultant's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

10.28.4 Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

10.28.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Paragraph.

10.29 National Labor Relations Board Certification

In accordance with Public Contract Code §10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

10.30 Evaluation of Consultant

Consultant's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to the Consultant for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

10.31 Title VI Assurances

APPENDICES A and E of the Title VI Assurances

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national

DRAFT

origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

    CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

DRAFT

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with

DRAFT

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

11.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination/Suspension for Convenience
Paragraph 8.42	Termination/Suspension for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

DRAFT

Paragraph 9.4 Ownership of Materials, Software and Copyright

Paragraph 10.0 Fiscal and Federal Provisions

Paragraph 11.0 Survival

DRAFT

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

NAME OF CONTRACTOR

By _____
President

_____
Type/Print Name

By _____
Secretary

_____
Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Talin Halabi
Senior Deputy County Counsel

DRAFT

EXHIBIT A

Scope of Services

DRAFT

ON-CALL VISION ZERO TRANSPORTATION PLANNING AND ENGINEERING SERVICES FOR FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS
SCOPE OF SERVICES

SCOPE OF SERVICES

1. COMMUNITY, COUNTYWIDE, AND ACTIVE TRANSPORTATION PLAN DEVELOPMENT

   The Consultant may be required to lead all aspects of development of various transportation, urban, and road safety planning at a community or population level in rural and urban environments. The types of services and planning efforts may include, but are not limited to, the following:

   - Development of Vision Zero Action Plans, Active Transportation Plans, Livable Street Plans, Community Traffic Safety Plans, Pedestrian Plans, and Bicycle Plans
   - Internal stakeholder coordination
   - External stakeholder coordination (e.g., other government agencies, elected officials)
   - Transportation policy development
   - Development of design guidelines
   - Research, data analyses, and Geographic Information System (GIS) support
   - Copywriting
   - Creative deliverable production
   - Facilitating all aspects of community-based planning and engagement

2. SAFE ROUTES TO SCHOOLS PLANNING

   The Consultant may be required to lead and execute all aspects of Safe Routes to School Planning and program implementation. The types of services may include, but are not limited to, the following:

   - Development of Safe Routes to School Plans
   - Coordination with school district staff, administration and stakeholders, including student and parent groups.
   - Infrastructure planning, including feasibility analyses
   - Walk to School and Bike Bus Day facilitation
   - New safety curriculum development
   - Pickup/Drop-off Zone consulting
   - Demonstration and "quick build" project planning and implementation around schools
   - Educational and encouragement activities planning and execution

DRAFT

- Training for County staff on best practices for working with children and students
- Coordination of background checks and enforcing safety protocols for project staff and volunteers interacting with students

3. CORRIDOR SAFETY AND ACTIVE TRANSPORTATION PROJECT PLANNING

The Consultant may lead and facilitate traffic safety, placemaking, livable streets, and active transportation project planning along specific roadways in the unincorporated communities, including but not limited to, the following services:

- Conducting existing conditions assessments which includes documenting, reporting, and creating an inventory of applicable existing physical, social, cultural, historical, and environmental elements/conditions at a project site
- Data collection and analyses, including but not limited to, safety, economic, demographic, and public realm assessments, such as pedestrian and bicycle counts, vehicular speed and volume, behavioral studies, and public surveys to inform and evaluate traffic safety and active transportation projects
- Planning and conducting community engagement using innovative and unique means and methods
- Leading internal and external project advisory committees
- Recommending traffic safety, active transportation, and livable street improvements and conducting associated feasibility studies, including engineering warrants and engineering recommendations
- Providing conceptual plan development which includes, but is not limited to providing existing and proposed conditions and cross sections
- Community-based organization and stakeholder coordination
- Conducting project evaluation to verify projects met established goals and objectives

4. CIVIL AND TRAFFIC ENGINEERING

The Consultant may be required to execute all aspects of civil and traffic engineering support required for various active transportation projects. The service may include, but are not limited to, the following:

- Reviewing transportation and streetscape designs and providing recommendations for traffic engineering improvements, collection and analyses of data, and presentations to the public
- Conceptual to final design of streetscape plans, parking layouts, street lighting design plans, civil plans (e.g. street improvement plans), signing and striping plans, traffic signal plans, traffic signal timing sheets (i.e., Los Angeles County Signal Program series, Econolite, and D4 programs), time space diagrams and producing associated specifications and estimates
- Intersection or roadway traffic studies, including warrants, for traffic control devices utilizing best practices and innovations aligned with County policies practices and guidelines

DRAFT

- Application of various standards and guidelines, including the California Manual on Uniform Traffic Control Devices, California Highway Design Manual, Caltrans Standard Plans, Standard Plans for Public Works Construction, etc.

5. DEMONSTRATION AND QUICK-BUILD PROJECT DESIGN

The Consultant may be required to assist with design of quick-build traffic calming projects, including but not limited to, the following services:

- Development of conceptual to final design of signing and striping plans, traffic signal plans, civil plans (e.g. street improvement plans), and standard plans
- Providing material and equipment recommendations, including cost estimates and specifications
- Training of County staff on treatment installation and maintenance procedures
- Facilitation of necessary agreements with community members, artists, or other parties to incorporate decorative and artistic elements into the infrastructure, including providing support for parties to provide on-going touch-ups and maintenance to the decorative elements
- Conducting community engagement and education on demonstration and quick-build improvements
- Developing Slow Streets or other quick-build traffic calming projects and programs
- Conducting quick-build project evaluation to verify projects met established goals and objectives

6. VISION ZERO AND ACTIVE TRANSPORTATION POLICY DEVELOPMENT AND IMPLEMENTATION

The Consultant may be required to assist with identification and development of organizational and policy changes needed at the County to advance the County's Vision Zero work, including, but not limited to, the following services:

- Organizational change management consulting
- Guidance to the County on compliance with recently adopted transportation-related legislation or state and federal standards, including but not limited to, the California Vehicle Code, California Manual on Uniform Traffic Control Devices, United States Code - Title 23, and Caltrans standards and directives.
- Evaluation and development of County and departmental practices and policies to align with the County Board of Supervisor's transportation planning goals and priorities.

DRAFT

7. TRAFFIC SAFETY AND ACTIVE TRANSPORTATION GRANT WRITING AND SUPPORT

The Consultant may be required to lead and assist with all aspects of delivering competitive grant applications for traffic safety and active transportation programs, including but not limited to, the California Active Transportation Program, Highway Safety Improvement Program, and Safe Streets and Roads for All Program. The services may include, but are not limited to, the following:

- Grant application development, including writing, data analyses, mapping, photography, and graphic design
- Providing expert guidance on grant requirements and priorities
- Liaising with the funding agencies
- Identifying local community groups and residents to work with during application development and facilitating obtaining their support
- Conducting engineering feasibility analyses and developing conceptual plans
- Producing project schedules and cost estimates
- Conducting internal and external agencies coordination
- Funding agreement development with grant agencies

8. PUBLIC RELATIONS AND COMMUNITY ENGAGEMENT SERVICES

The Consultant may be required to assist with providing public relation and community engagement services for various transportation, traffic safety, and urban planning projects and efforts. The Consultant may utilize community-based organizations to participate or facilitate community engagement events where there is alignment between the community-based organization and Public Works goals and priorities. The Consultant shall be responsible for ensuring that all work performed by the organization is done with the highest level of professionalism. The services may include, but are not limited to:

- Coordinating and planning creative and engaging community meetings and outreach events for all ages and abilities, both in-person and online/hybrid
- Presenting on behalf of Public Works at community meetings
- Providing crisis communications stemming from serious traffic crashes
- Developing strategic partnerships with stakeholders, including elected officials and their representatives, other jurisdictions and public agencies, community groups and leaders, chambers of commerce, business associations, neighborhood groups, school districts, and various interest and advocacy groups
- Preparing creative and unique project information reports, flyers, mailers, presentations, videos, images, and creative deliverables for public distribution
- Managing and creating project or program websites
- Developing a social media strategy and content
- Developing and implementing community surveys

DRAFT

- Managing and facilitating on-the-ground street-team style engagement, including door knocking and intercept engagement/surveys
- Answering inquiries from the public, tracking issues, and responses
- Developing and producing/procuring creative, one-of-a-kind promotional gear and giveaways

9. MEDIA AND PUBLIC EDUCATION CAMPAIGNS

The Consultant may be required to assist with development and deployment of media and public educations campaigns with a traffic safety or active transportation focus. The campaigns may range from grassroots to large scale media and audiences may be across all demographics. The services may include, but are not limited to:

- Research and strategy development
- Print and digital media content creation
- Campaign production
- Paid and earned media buys and partnerships
- Campaign evaluation and surveying

10. TRAINING AND PROFESSIONAL DEVELOPMENT SERVICES

The Consultant may be required to assist with design, administering, and delivering professional development services for transportation planning and engineering staff at all levels and classifications to ensure employees have the technical and interpersonal skills required to deliver Vision Zero and traffic safety services effectively to the public, including training and educational materials and resources. The training topics may include, but are not limited to:

- Transportation planning and livable streets
- Traffic safety and Vision Zero
- Traffic engineering
- Public speaking
- Professional writing
- Community engagement
- Effective project management and supervisory skills
- Creating culture change (i.e., safety culture)
- Crisis communications
- Customer service

11. TRANSPORTATION DATA COLLECTION

The Consultant may be required to collect data used to support transportation planning and project development, engineering studies, and evaluation. The data shall be available with GPS coordinates for GIS mapping purpose. The types of data, may include but are not limited to:

- Vehicular volume

DRAFT

- Turning movement counts
- Pedestrian volumes
- Bicycle volumes
- Vehicular speeds, including certified radar speed studies
- Truck counts
- Near miss data
- Collision data
- Intersection lighting data

12. DATA ANALYSIS AND GIS SUPPORT

The Consultant may be required to support various types of a data analyses, including but not limited to the following services:

- GIS application development and customization
- Collision data analyses
- ArcGIS Online maintenance services
- Creation of maps and other GIS products
- Performs spatial and non-spatial analyses related to road safety
- Performs Extract, Transform, and Load (ETL) processes to support data coordination with other agencies.
- Data science work related to transportation and road safety
- GIS dashboard development and maintenance
- Supporting data integration efforts
- Documentation for developed workflows, automations, and implementations
- GIS training

13. VISION ZERO AND ACTIVE TRANSPORTATION SOFTWARE SUPPORT

The Consultant may be required to provide Public Works access to various Software-as-a-Service licenses to utilize applications or manage data required for Vision Zero and active transportation planning, including but not limited to, the following:

- Speed and volume data
- Origin and destination data
- Mode data
- Demographic data for roadway users
- Traffic collision data
- Near-miss data
- Community engagement collaboration tools
- Street visualization tools

DRAFT

14. OPEN STREETS EVENT PLANNING AND PRODUCTION

The Consultant may be required to plan, coordinate, and deploy all aspects of an Open Streets events to promote and encourage traffic safety and active transportation use and encourage physical activity and recreation. The Open Streets events may range in scale from one or two City blocks to several miles of roadways that traverse multiple jurisdictions. The types of services include, but are not limited to, the following services:

- Event planning, including overseeing and planning all matters related to physical production and implementation of an open streets event
- Route logistical needs and site plans
- External and community stakeholder coordination
- Governmental stakeholder coordination, including County departments, cities, and elected officials
- Sponsorships, if applicable and appropriate
- Creative and marketing material development and support for Public Works communications team around the event
- Event signage creation and deployment
- Event set up
- Staff and volunteer recruitment, training, and management
- Event production and staging
- Event budgeting
- Event programming, including involving community organizations and local artists
- Designing and producing promotional materials
- Securing equipment
- Clean-up, event breakdown, and trash removal
- Security and crowd control
- Insurance and permits
- Reporting and invoicing
- Evaluation report development, including audience surveys and attendance reports

15. ADDITIONAL REQUIREMENTS

- Additional Work: related-work requested but not listed in the Schedule of Fees, including but not limited to transfer of knowledge (transferring knowledge gained by the Consultant during the course of this Agreement to a County-designated personnel), shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved in writing by the County.

- County Project Manager pre-approval in writing will be required for special costs that are not listed in the Schedule of Fees.

DRAFT

16. **Information Technology Related Work**

When Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with the following requirements below:

- The Consultant shall consult with and obtain written approval from Information Technology Division (ITD) to ensure the technology utilized is compatible with the County's IT infrastructure, meets the County's user and functional requirements, and is consistent with Los Angeles County IT standards. IT standards can be provided upon request.
- Once the application, software or website is developed, or the SaaS solution is configured for the County's use, the Consultant shall verify that it works properly and shall coordinate with ITD to perform a technical review. Any technology used that is not compatible or in compliance shall be remedied by the Consultant.
- Upon passing the technical review, the Consultant shall assist ITD to transfer the application, software, SaaS solution, or website to Public Works development environment, if applicable. The transferred application, software, SaaS solution or website shall be tested and verified by Public Works' Transportation Planning and Programs Division (TPP).
- Upon approval from TPP, the Consultant shall assist ITD to deploy the application, software, SaaS solution, or website to Public Works production environment.
- The Consultant shall provide all needed user licenses for Public Works use, and at least twelve (12) months of maintenance and support to allow TPP to operate or use the application, software, SaaS solution, or website in production, address any deficiencies, and make adjustments that weren't discussed during the discovery and development phases.
- Four (4) weeks prior to the end of the Consultant's maintenance and support period, the Consultant shall:
    - Conduct a hand-off meeting to ensure ITD has all the necessary information, access, user licenses, and tools to maintain and support the application, software, SaaS solution, or website.
    - Transfer any perpetual costs associated with the application, software, SaaS solution, or website (licensing, etc.) to Public Works.

DRAFT

EXHIBIT B - COST PROPOSAL

PLACEHOLDER

DRAFT

EXHIBIT C

ADDITIONAL INFORMATION TECHNOLOGY PROVISIONS

DRAFT

ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

NOTE TO CONSULTANTS: If Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for the Agreement for On-Call Vision Zero Transportation Planning and Engineering Services for Federally Funded and Non-Federally Funded Projects, Consultant shall also comply with the following requirements below. Depending on the scope of services, the amount of software or SAAS solution that is needed, as well as the type of information that is maintained in the software or SAAS solution, the County reserves the right to revise the requirements accordingly.

1. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Terms not defined where they first appear in the Contract shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

The County's written approval of any tasks, subtasks, Support Services, other Services, Deliverables, the System and milestones (if applicable).

1.2 County Data

All of the County information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Contract, during the use and/or provisioning of the System, and any data entered/stored/accessed during use of the System by users of the System. Such users include County's contractors, subcontractors and consultants.

1.3 Deliverable(s)

Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, by designation, number, or context, in the Scope of Services, Exhibits, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Scope of Services).

DRAFT

1.4 Documentation

All of Contractor's training course materials, the System specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the System, including, but not limited to, online help screens contained in the System, existing as of the Effective Date and any revisions, supplements, or updates thereto.

1.5 Error

With respect to the System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to the System, a failure that impairs the performance of the System when operated in accordance with the Contract.

1.6 Final Acceptance

The System shall achieve “Final Acceptance” when (a) the Contractor’s Project Director provides County a signed Acceptance Certificate; and (b) County’s Project Director provides Contractor with written approval, as evidenced by the County Project Director’s countersignature on such Acceptance Certificate (A.4). The Acceptance Certificate shall not be issued by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the System to Production Use have been corrected.

1.7 Hosted Services

Services required from Contractor that includes Contractor supplying the hosted hardware, hosted network and hosted operating software for the System.

1.8 System

The Licensed Software, Subscription Services, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the Vision Zero transportation planning software to County as a "software as a service,” in accordance with this Contract.

1.9 Licensed Software

Individually each, and collectively all, of the computer programs provided by Contractor under this Contract (including Third-Party Products), including as to each such program, the processes and routines used in the

DRAFT

processing of data, the object code, Interfaces to be provided hereunder by Contractor, and Revisions, and any and all programs otherwise provided by Contractor under this Contract. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

1.10 Production Use/Productive Use

The actual use of the System in the production environment to (a) process actual live data in County's day-to-day operations and (b) use of the System.

1.11 Specifications

All specifications, requirements, and standards specified in Exhibit A (Scope of Services); the requirements specified in Exhibit P (Software as a Service (SaaS) Requirements); all performance requirements and standards specified in this Contract, Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing; all specifications for the Licensed Software provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

1.12 Revisions

Changes to the Licensed Software, including but not limited to: (a) a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Error corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements; or (c) any modifications to the Licensed Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor to its other customers.

1.13 Services

Collectively, all functions, responsibilities, tasks, Deliverables, goods, and other services: (a) identified in Exhibit A (Scope of Services) and/or Attachment C-1 (Maintenance and Support) to this Exhibit, including Subscription Services; (b) identified in this Contract as being Contractor's

DRAFT

responsibility; and (c) otherwise necessary to comply with the terms of this Contract.

1.14 Subscription Services

Collectively includes use of the System, provision of Hosting Services, provision of Revisions, provision of Error correction and Help Desk Support, maintenance of Service Levels, and provision of other Services under and as described in Attachment C-1 (Subscription Services) to this Exhibit.

1.15 Third Party Product (If Applicable)

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the System or used for the performance of the Services and which is expressly identified as Third Party Product as indicated in the Attachment (of the referenced Third-Party Product) when issuing work order.

1.16 Users

All County defined users of the System, which may include County employees, consultants, contractors, and subcontractors.

1.17 Work Product

All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract ("Background Intellectual Property") or (b) the Licensed Software or any modifications thereto made by Contractor.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY

DRAFT

2.1 License Grant

2.1.1 Scope of License

Subject to the terms and conditions of this Contract, Contractor grants to County a fully paid, worldwide, non-exclusive license to use the System and Documentation for County's business purposes and activities ("License") during the term specified in the applicable Task Order, including any Revisions to the System and any new version releases and upgrades to the System. For the purposes of this License Grant, the term "use" as it applies to System means to access, execute, operate, archive and run unlimited copies of the System and by an unlimited number of Users for test, development, production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the System available for use to County, and its contractors and consultants. This License shall cover the County, and its contractors and consultants, and there shall be no additional cost for licensing separately applied by Contractor to County's contractors, subcontractors and consultants.

2.1.2 Documentation

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the System. If the Documentation for the System is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and users of the System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the System as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

2.2 Revisions

2.2.1 Notice of Revisions

Contractor may from time to time make material revisions to the Licensed Software. In the event of such Revisions, (a) the Revision

DRAFT

of the Licensed Software will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all of the requirements of this Contract, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software and/or the System, including, but not limited to, a failure to comply with the requirements of this Contract, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the term of the Contract.

2.2.2 Revisions During Term

As a part of Subscription Services, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge beyond the fees payable hereunder, regardless of whether Contractor charges other customers for such Revisions. During the term of this Contract, if (a) the Licensed Software is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision.

2.3 Work Product and Background Intellectual Property

2.3.1 Ownership of County Data

All County Data provided or made accessible to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data or other proprietary data belonging to the County stored within the System. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall

DRAFT

destroy all originals and copies of all such data, and other related information or documents.

2.3.2 Ownership of Background Intellectual Property & Licensed Software

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

2.4 Third Party Product (If Applicable)

The Contractor shall not use any Third Party Product in the System, except for those identified in the Attachment (of the referenced Third Party Product) when issuing work order, without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for County and County's agents and assigns, to use the Third Party Product for County's business purposes and activities.

3. SERVICES

3.1 Services Generally

The Contractor will provide and implement the System as specified in this Contract. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities

DRAFT

set forth in this Contract, and more specifically, Exhibit A (Scope of Services) and/or Attachment C-1 (Subscription Services) to this Exhibit. Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 Training

As part of the Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Scope of Services) at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.

3.3 Subscription Services

Contractor shall provide the Subscription Services described in Attachment C-1 (Subscription Services) or otherwise in this contract. The Subscription Services shall commence on the Final Acceptance of the System. There shall be no additional charge to County for on-site Subscription Services to remedy a breach of this Contract, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations.

4. ACCEPTANCE

4.1 Acceptance Criteria

The System, Services, Deliverables, and milestones (if applicable) may be subject to acceptance testing consisting of a review session for a time period determined by the County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties and this Paragraph (Acceptance) (the "Acceptance Criteria"). Such Acceptance Criteria shall be based, at a minimum, on conformance of the System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the System, Services, Deliverables, and milestones, and the System as a whole, shall be based solely on County's reasonable satisfaction therewith.

4.2 Acceptance Tests

When Contractor notifies County that the System has been implemented as required in Exhibit A (Scope of Services) or that a Service, Deliverable, or milestone (if applicable) has been completed, County may, in its sole

DRAFT

discretion, elect to test or evaluate the related System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the System, as a whole, is operating in accordance with the Specifications.

For each test, Contractor shall provide County testing scenarios consistent with Contractor's best practices for the applicable System, Service, Deliverable, and/or milestone.

4.3 Production Use

The System shall be ready for Production Use when the County Project Director, or his/her designee, approves in writing the System.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

Following successful transitioning of the System to Production Use, County will monitor for Errors and Contractor shall maintain the System in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Contract. County and Contractor shall agree upon each such proposed solutions to be used to correct an Error(s) prior to its implementation.

Commencing with Final Acceptance, any problems encountered by County in the use of the System shall be subject to Subscription Services.

4.4.2 Final Acceptance

The System shall achieve "Final Acceptance" when (a) the Contractor's Project Director provides County written confirmation that the System has been successfully delivered; and (b) County's Project Director provides Contractor with written approval. The request for Final Acceptance shall not be submitted by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the System to Production Use have been corrected.

4.5 Failed Testing

DRAFT

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

4.5.2 If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the System, services, deliverables, and/or tasks again fails to pass the applicable Designated Test, the County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System, services, deliverables, and/or tasks failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, services, deliverables, and/or tasks as will permit the System, services, deliverables, and/or tasks to be ready for retesting.

4.5.3 Such procedure shall continue, subject to County's rights under Subparagraph 8.26 (Liquidated Damages) of the Contract, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test, or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Subparagraph 8.43 (Termination for Default) of the Contract on the basis of such non-curable default.

4.5.4 Such a termination by County may be as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the System; (ii) a termination of any part of Exhibit A

DRAFT

(Scope of Services) relating to the System component, service, deliverable and/or task that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the System as a whole, the entire Contract. In the event of a termination under this Subparagraph, County shall have the right to receive reimbursement of all payments made to Contractor by County under this Contract for the System component(s), service(s), deliverable(s), task(s), and/or System as to which the termination applies, or, if the entire Contract is terminated, all amounts paid by County to Contractor under this Contract. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Contract or by law. For the avoidance of doubt and without limiting Subparagraph 8.49 (Waiver) of the Contract, no prior acceptance by County of any System component, service, deliverable, task, and/or System shall constitute a waiver or estoppel by County of the rights and remedies set forth in this Subparagraph

5. INTELLECTUAL PROPERTY INDEMNIFICATION

5.1.1 Contractor shall indemnify, hold harmless, and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third-party's patent, copyright, or other intellectual property right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the System or other Contractor Proprietary Technology (collectively in this Paragraph 5, the "Indemnified Items;" with such claims, demands, damages, liabilities, losses, costs, and expenses being collectively referred to in this Paragraph 5 as "Infringement Claims").

5.1.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under this Paragraph 5, or in County's opinion is likely to become the subject of such an Infringement Claim, then, in addition to defending the Infringement Claim and paying any damages and attorneys' fees as required above in this Paragraph 5, Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof,

DRAFT

or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Paragraph 5, "Remedial Act(s)").

5.2 If Contractor fails to complete the Remedial Acts described in Paragraph 5 above within forty-five (45) days of notice of the Infringement Claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default, in which case, in addition to other remedies available to County, Contractor shall reimburse County for all fees paid by County to Contractor under the Contract for the System as apportioned by County in its sole discretion, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to in this Paragraph 5 as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

6. DISABLING DEVICE

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Data or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent

DRAFT

viruses from being incorporated or introduced into the System or Revisions thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

7. NON-INFRINGEMENT

To the best of Contractor's knowledge, the System, Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the System, Services, including Implementation Services, Support Services, and Deliverables will not infringe the intellectual property rights of any third party.

8. PENDING LITIGATION

There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the System to perform in accordance with the requirements of this Contract.

9. ASSIGNMENT OF WARRANTIES

To the extent permissible under the applicable third-party Agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.

10. OTHER WARRANTIES

During the term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Contract. This Contract and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

11. SUBSCRIPTION SERVICES

During the term of this Contract, Contractor shall provide the Subscription Services to remedy Errors within the required timeframes, provide Help Desk Support, and

DRAFT

meet the Services Levels, all under and as described in Attachment C-1 (Maintenance and Support) to this Exhibit, in exchange for County's payment of the applicable fees for Subscription Services. There shall be no additional charge to County for on-site Subscription Services to remedy a breach of this Contract, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Contract.

12. INTENTIONALLY OMITTED

13. DATA DESTRUCTION

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

http://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 the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall 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. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

14. TERMINATION TRANSITION SERVICES

14.1 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.

DRAFT

14.2 Upon the expiration or termination of this Contract, County may require Contractor to provide services at no additional cost to assist County to transition System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Section 14 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Section 14 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 14 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

DRAFT

EXHIBIT C-1

SUBSCRIPTION SERVICES

DRAFT

SUBSCRIPTION SERVICES

I. ERRORS AND CORRECTION

1. Classification of Errors. "Error" shall mean a defect which causes the Licensed Software not to function substantially in conformance with the Specifications. Errors may be reported by County to Contractor through Contractor's Help Desk Support (as defined below) or discovered by Contractor. Errors are classified as follows:

Service Level 1: An Error causing (i) "crashes" of the Licensed Software, (ii) unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention. "Circumvention" means, as applied to an Error, a change in operating procedures whereby the County can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as "Urgent").

Service Level 2: An Error causing (i) recoverable loss or corruption of data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as "Critical").

Service Level 3: An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as "Serious").

Service Level 4: An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate County action or procedures. (A Service Level 4 Error is sometimes referred to as "Minor").

2. Error Correction. Contractor acknowledges that Errors in the Licensed Software other than Service Level 3 and 4 Errors are serious and must be resolved with urgency. Therefore, Contractor agrees to correct reported Errors in accordance with the following provisions:

a) Contractor shall provide an initial response to all Errors reported by County support personnel within one (1) working hour for Service Level 1 or 2 Errors, and within four (4) working hours for Service Level 3 or 4 Errors, and Contractor and the County shall promptly agree in good faith what additional information and/or Error documentation will be required to permit Contractor to resolve such Errors.

b) Contractor shall resolve Service Level 1 Errors within one (1) calendar day. Contractor shall resolve Service Level 2 Errors within two (2) working days. Contractor shall use its best efforts to resolve Service Level 3 Errors within five (5) working days. Contractor shall use its best efforts to resolve Service Level 1

DRAFT

and 2 Errors by delivering emergency releases to the County, shall generally resolve Service Level 3 Errors by documenting a means of Circumvention, and shall resolve Service Level 4 Errors by means of the next regularly scheduled update.

3. Escalation Procedure. In the event Contractor has responded to the County's request for corrections to the Licensed Software or for warranty service but has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframe as set forth in Sections 1 and 2 of this Attachment C-1, Contractor shall initiate the following escalation procedure:

Escalation Stage 1: Contractor's technicians attempting to correct the situation shall notify the Contractor's Engineering Manager or equivalent level. Upon such notification, Contractor will immediately assign, at Contractor's sole expense, additional resources to include at a minimum one senior-level technician or engineer. For a Service Level 1 or Level 2 situation, the Contractor's Engineering Manager shall notify the County at four (4) hour intervals of the status of the situation until the situation is resolved or for the next twenty-four (24) hours, whichever occurs first.

Escalation Stage 2: After the previous Stage 1 timeframe, if the situation is still unresolved, the Contractor's Senior Vice President of Engineering or equivalent level shall be notified, and shall assign additional and more experienced or senior technical staff or engineers. For Service Level 1 or Level 2 situations, Contractor's Senior Vice President for Engineering shall contact the County at two (2) hour intervals until the situation is resolved.

Escalation Stage 3: If a total of seventy-two (72) hours has elapsed since the initial call of the County to Contractor for a Service Level 1 or Level 2 situation and the situation is still unresolved to County's satisfaction, then in addition to its other remedies, the County shall be entitled to receive a five percent (5%) reduction or refund of the annual fees paid for Subscription Services for the current year for each twenty-four (24) hour period that the Licensed Software situation is unresolved, commencing with the date and hour of the instigation of the escalation procedures contained in this. At the sole discretion of the County, this reduction may (i) be applied to any accrued fees due to Contractor hereunder, or (ii) refunded to the COUNTY in cash or, at the County's option, other good funds. In addition to the annual fees paid for Subscription Services refund, after a total of seventy-two (72) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Section 1.0 for a Service Level 1 or Level 2 situation and the situation is still unresolved, at the sole discretion of the County, Contractor shall immediately send, at Contractor's sole expense, Contractor's most technically qualified representative to the County's site and said representative will continue to address and work to remedy the failure, malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the County.

DRAFT

II. SERVICE LEVELS

Contractor must maintain and support the hosting environments for any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Contract (collectively, the "Hosted Services") so that the Hosted Services, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99% as measured on a monthly basis (excluding agreed-upon maintenance downtime). In an event of a system failure or catastrophic disaster, the Hosted Services shall minimize County data loss up to a maximum of 5 minutes prior to the system becoming unavailable.

In addition to its other remedies, in the event that the Hosted Services fail to meet an availability of 99% in any calendar month, the County will be entitled to a service credit equal to five percent of the monthly Hosted Services fee for each 30 minutes of unavailability or portion thereof below 99% in that month. All daily service credits accrued during a month will be aggregated to produce a total credit due for that month which at the sole discretion of the County, this reduction may (i) be applied to any accrued fees due to Contractor hereunder, or (ii) refunded to the County in cash or, at the County's option, other good funds. Contractor will provide a report to the County by the tenth (10^{th}) day of each calendar month detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably be required by the County.

If the Hosted Services monthly availability averages less than 99% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may, in addition to its other remedies, terminate the Contract for material breach.

The hosted solution will comply with applicable Los Angeles County security policies Exhibit F (Information Security and Privacy Requirements).

Contractor shall provide service levels for the Hosted Services in accordance with best industry standards, but in no event less than the standards set forth in this Contract.

III. HELP DESK SUPPORT

Contractor will provide technical and operational support for the System Monday through Friday, excluding County holidays, during the hours of 8:00 a.m.–5:00 p.m. Pacific time, by maintaining customer support help desk to receive and address County inquiries ("Help Desk Support"). Contractor will provide all technical and operational support Services to remedy Errors as specified in this Attachment C-1 to ensure that the System operates in accordance with the Specifications, warranties,

DRAFT

and other requirements under the Contract. Contractor will provide and maintain throughout the term of the Contract a web-based trouble ticketing system and telephone number for County to submit support requests.

The web-based ticketing system provide for County a simple method to submit, track and update issues that require escalation to Contractor's Help Desk Support. Contractor's telephone system will include the functionality of leaving detailed voice mails describing the issues, and voice mails must be responded to within 24 to 48 hours (including weekends and holidays).

DRAFT

EXHIBIT D

COUNTY'S ADMINISTRATION

DRAFT

COUNTY'S ADMINISTRATION

CONTRACT NO.: PWXXXXX

COUNTY'S CONTRACT ANALYST:

Name:	Rori Rubio
	Business Relations and Contracts Division
Address:	900 S. Fremont Avenue
	Alhambra, CA 91803
Telephone:	(626) 458-2584
E-mail Address:	

COUNTY'S PROJECT MANAGER:

Name:	Eric Dunlap
	Transportation Planning and Programs Division
Title:	Senior Civil Engineer
E-mail Address:	edunlap@pw.lacounty.gov

ACCOUNTS PAYABLE (INVOICES):

Name:	Chai Wongsavanh
Telephone:	(626) 458-6590
E-mail Address:	apcontracts@pw.lacounty.gov

Note: The Contractor must send each complete invoice, including all supporting documents, to both the County Project Manager and Accounts Payable. All invoices must be approved by the County Project Manager before payment. Refer to the Contract section on Invoice Information and Payments.

Contractor and subcontractors are to update WebVen (Vendor Registration) whenever there is a change of address. https://camisvr.co.la.ca.us/webven/

DRAFT

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

DRAFT

EXHIBIT E

WILL INSERT COMPLETED EXHIBIT E FOR EACH OF THE 3 FIRMS

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:
CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

DRAFT

EXHIBIT F

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

DRAFT

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

NOTE TO CONSULTANTS: If Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services for the Agreement for On-Call Vision Zero Transportation Planning and Engineering Services for Federally Funded and Non-Federally Funded Projects, Consultant must also comply with the following requirements below. Depending on the scope of services, the amount of software or SAAS solution that is needed, as well as the type of information that is maintained in the software or SAAS solution, the County reserves the right to revise the requirements accordingly.

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 the Contractor's commitment and agreement to fulfill each of their obligations under applicable 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 the 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 base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the 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 Contract by the 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 shall 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).

DRAFT

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.

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

DRAFT

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.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall 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.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

DRAFT

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the 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 the Contractor.

b. **Privacy Program.** The Contractor shall 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. The Contractor's Privacy Program shall 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. The Contractor's Privacy Policies, guidelines, and procedures shall 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. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the 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.

DRAFT

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The 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, the 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 the 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. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall 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 state and federal law governing the protection of personal Information, (ii) any 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

The Contractor shall 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

a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

DRAFT

b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator 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.

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the 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. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for

DRAFT

conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

DRAFT

f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the 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 shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and 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 the 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) the Contractor shall 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 this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will 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 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.

The Contractor will encrypt County Information transmitted on networks outside of the 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, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a

DRAFT

password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will 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.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall 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 this Contract for any reason, Contractor shall (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 this 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 the 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, the Contractor shall 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, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. **Method of Destruction.** The Contractor shall 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. The Contractor will 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 will be sent

DRAFT

to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will 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 will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (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; 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.

The 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 the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

DRAFT

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, 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 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall 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 shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

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. The Contractor will 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. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

DRAFT

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

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 twenty-four (24) hours of detection of the Incident. All notifications shall 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:
James Thurmond
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:
Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:
Jason Reyes
Departmental Information Security Officer
900 South Fremont Ave.
Alhambra, CA 91803
(626) 458-5183
JaReyes@dpw.lacounty.gov

b. Include the following Information in all notices:

i. The date and time of discovery of the Incident,
ii. The approximate date and time of the Incident,
iii. A description of the type of County Information involved in the reported Incident, and
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.

DRAFT

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 was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall 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 the 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 this Contract and Exhibit, The Contractor shall 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 the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The 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 whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a

DRAFT

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

16. AUDIT AND INSPECTION

a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will 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.

   The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall 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 the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit**;** and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

   Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the 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

DRAFT

that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall 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 shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter

DRAFT

into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18. ARTIFICIAL INTELLIGENCE APPLICATIONS

This provision defines special requirements agreed to by the County and Contractor regarding the AI Applications provided as part of the Contract.

This provision governs any contrary license terms, and County will not agree to any terms that conflict with the provision. Failure of Contractor to comply with the terms of this provision will constitute a material breach of the Contract.

a. DEFINITION OF AI APPLICATION

County defines "AI Application" to be use of generative artificial intelligence or "GenAI" or another technology that is capable of learning patterns and structure of input training data thus generating recommendations, predictions, or decisions for a given set of objectives. GenAI uses machine and/or human-based inputs/data to perceive environments; abstract these perceptions into models; and interpret the models to formulate options for outcomes. AI Applications are designed to operate with varying levels of autonomy. With GenAI, the machine produces new information rather than simply recognizing, analyzing, or classifying existing content.

b. GUIDING PRINCIPLES

Contractor must demonstrate that the AI Application and its usage, deployment, and maintenance as it pertains to the services outlined in this agreement do not conflict with County's GenAI Policy and Principles therein.

c. RISK MITIGATION

Contractor represents that the AI Application is suitable for its intended use by County and has been developed and will perform in a manner that is in compliance with all applicable laws and regulations. Unless otherwise stated in the Contract, data provided by County to Contractor on matters governed by this agreement will only be used as explicitly requested or approved by County. Contractor must work with County to evaluate and minimize risks posed by the AI Application.

1. GenAI Incident Response

In the event of a GenAI incident, at the request of County, Contractor must thoroughly investigate their systems of any suspected GenAI incident and promptly report findings to County. A "GenAI incident" is an alleged harm or near harm event to people, property, reputation, technical integrity of the environment where an AI Application is implicated. Examples of GenAI incidents include providing false information, copyright infringement, generating harmful bias, system misuse, exposure of sensitive information, and liability risk.

2. Remediation

DRAFT

At County's request, Contractor must immediately discontinue the use of any AI Application involved in providing services to County. If County, in its sole discretion, determines that the AI Application is in violation of one or more of the requirements enumerated in Section d (Requirements for Vendors When Operating AI Application(s)), or that Contractor does not promptly resolve a GenAI incident, or that the system does not adequately support the County's GenAI Policy and Principles, then County will provide Contractor with notice that they have 30 calendar days to promptly assess and resolve the issue. Potential methods to address such issues include, without limitation, changing the behavior of the AI Application or subsystem; supplementing the system or subsystem to achieve the necessary outcomes; replacing the system with a non-AI Application that meets County's needs; or limiting the function of the AI Application or subsystem. After 30 calendar days, Contractor must provide evidence that the AI Application is adequately fixed and ready for re-deployment, or that the AI Application is not suitable for use.

d. REQUIREMENTS FOR VENDORS WHEN OPERATING AI APPLICATION(S)

To the extent permissible by law, Contractor must adhere to the following requirements while using any AI Applications in the course of doing business with or for County:

1. Approval: The County must approve in writing any and all use of AI Applications as a part of Contractor's work under the Contract.

2. Part of the System and County Information Assets: If County approves the use of an AI Application, it will become a part of the applicable software provided by the Contractor for all purposes under the Contract, including representations, warranties, and covenants; license/access provisions; confidentiality, privacy, and security obligations; and indemnification obligations. Further, all output of the AI Application becomes County Data for all purposes. Contractor must not use County Data or other Confidential Information to train the AI Application.

3. Review: Prior to providing an AI Application, Contractor will be required to complete a County Gen AI Factsheet regarding the AI Application. Contractor attests that the required GenAI Factsheet accurately represents the AI Application. Contractor commits to update the GenAI Factsheet on an annual basis and within 30 calendar days of any substantive change to the AI Application. Any substantive changes made to the GenAI Factsheet may be cause for termination by County, if it is determined at County's sole discretion that the revised information renders the AI Application unserviceable to the County.

4. Performance: Contractor must provide County or entity working on behalf of County with the means to monitor the performance, including the accuracy, of the AI Application it uses and report this accuracy to County. This may include, but is not limited to, the false positive rate, the false negative rate, the true positive rate, the average percentage error, the mean-squared error, and human judgement scores.

DRAFT

5. Algorithmic Bias: Contractor must provide County with evidence that demonstrates that bias present in the AI Application is effectively managed for the context in which it will be deployed. Contractor must provide information describing in detail how bias is assessed.

6. Human Oversight: If Contractor or Subcontractor staff is using the AI Application on behalf of County, Contractor must provide human oversight, evaluation, and override outputs of the AI Application. Contractor must provide County with the means for a human to evaluate and override outputs of the AI Application. The human evaluator must be able to override the outputs of the AI Application and take precedence over all outputs.

7. Explainability: Contractor must provide County with an explanation of how the AI Application generates outputs, including what factors influence the system's decisions, rule-based logic, training data sources, and probability-based decisions. County holds the right to communicate its general usage of the AI Application and explain its decision-making processes to the public.

8. Notice: If required by County, Contractor must provide written notice of the usage of the AI Application to data subjects and/or end-users, preferably at the point of service.

9. Process: Contractor must comply with existing local, state, and federal law for data access and decision appeals related to the use or operation of the AI Application.

10. Ongoing Monitoring: Contractor must regularly monitor the performance of the AI Application to detect and rectify behavior that violates any of the requirements in this section. Contractor must promptly communicate the discovery of such a behavior that violates any of the requirements in this section to the County, including the potential impact to services.

11. Training: Contractor must ensure that appropriate training is available to County staff who may operate the AI Application, which may include how to:
- Protect sensitive or personal information;
- Mitigate harmful algorithmic bias;
- Promote optimal performance;
- Report system errors; and
- Maintain service delivery if the AI Application fails, to the extent possible.

12. Auditing: County retains the right to observe or audit any relevant work processes, services, or documents in the course of doing business with County to confirm that Contractor (and any relevant Subcontractors) is complying with this provision. Contractor must provide access to information, documentation, and personnel required to complete this audit at no additional cost to County.

DRAFT

EXHIBIT G

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

DRAFT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles 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 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 of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles 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 of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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 Agreement 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 shall 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 of Los Angeles 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 of Los Angeles. 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 Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

DRAFT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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 shall 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 Agreement or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME:_____

POSITION: _____

DRAFT

CONTRACTOR NON- EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____
Agreement No._____

Non-Employee Name

_____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles 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 of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles 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 of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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 Agreement 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 shall 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 of Los Angeles 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 of Los Angeles. 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.

DRAFT

CONTRACTOR NON- EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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 Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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 shall 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 Agreement or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME:_____

BRC0000535

DRAFT

POSITION: _____

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number ____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

_____ _____
Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

DRAFT

EXHIBIT H

SOFTWARE AS A SERVICE REQUIREMENTS

DRAFT

Software as a Service (SaaS) Requirements

When Consultants are required to provide a SaaS solution, the solution must meet the following mandatory requirements. Depending on the SaaS solution needed and the type of information stored or processed in the solution, the County reserves the right to revise the requirements accordingly.

1. General

1.1 The system must be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).

1.2 The Contractor must provide to PW the Service Organization Control (SOC) 2 Type 2 Report by an objective third party, stating the application/environment has been tested for security, availability, processing integrity, confidentiality, and privacy of a system, on an annual basis no later than 30 days after they are received by the vendor. The report must include the documented corrective action plan which addresses each audit finding or exception and identify in detail the remedial action to be taken along with the date(s) when each remedial action is to be implemented.

1.3 The Contractor must require annual cyber security awareness training for all personnel with access to IT resources (e.g., hardware, software, data).

1.4 The Contractor must procure and maintain for the duration of the contract Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence.

1.5 The system must retain personal information as long as necessary and ensure it is deleted when no longer needed.

1.6 The system must provide program participants (system users) method for submission of a request to delete personal data.

1.7 The system must allow program participants (system users) to “opt out” of the collection and storage of personal information.

2. Access

2.1 The System must provide Single Sign On (SSO) capability for County users using the County’s Enterprise Identity & Access Management Directory (based upon Microsoft Azure Active Directory).

2.2 The System must provide the ability to define role-based access with different security groups.

2.3 The System must return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).

2.4 Access to County data must be limited only to the Contractor personnel to perform work necessary as defined in the scope of services. The Public Works Contract Manager must be notified in writing of any third-party which the Contractor is required to share County data. The notification must address what type of information/data is being shared and how the program participants can “opt-out”.

3. Data, Backup, and Recovery

3.1 The Contractor must provide all raw data to the County when requested or at the end of the project/contract in a format mutually agreed upon.

3.2 The System must provide the ability to automatically export all system data.

3.3 All system data center(s) and backup/replication locations must reside in the Continental United States. and must not transverse continental boarders in an unencrypted format.

3.4 The System must perform backups with no adverse effect on performance.

3.5 At minimum, System data must be backed up daily.

3.6 The Contractor must have a clear way to address how data and system security are protected from disruption and loss in the event of disaster, emergency, and security breaches. System must be monitored to ensure the effectiveness of security controls. The Contractor must promptly notify the

DRAFT

County Project Manager and Departmental Security Officer within twenty-four (24) hours of when there is a suspected system breach.

3.7 The Contractor must have the ability to restore data or portions of data within 8 hours after request is made.

3.8 The System must ensure that all data from the past 6 months is backed up and accessible for retrieval purposes.

4. Infrastructure and Hosting Environment

4.1 The System must keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).

4.2 The hosted environments must implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) and Detection (HIDS) system, Network Intrusion Prevention (NIPS) and Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.

4.3 The hosted environment must be comprised of software that has been fully tested, integrated and is accessible to County users.

4.4 The System must be contained by a perimeter firewall to protect the network from external attacks.

4.5 The System must have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.

4.6 The System must have measures to prevent the upload of unauthorized files (e.g., executable files).

4.7 The System must undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).

4.8 The System must have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).

4.9 If the System requires significant integrations with County systems, the platform must use Microsoft Azure or Amazon AWS for hosting.

4.10 Management access to Infrastructure and Hosting must be secured by multi-factor authentication (MFA) and use Transport Layer Security (TLS) protocol (1.2 or higher) to ensure secure access.

5. Performance and Availability

5.1 The system environments must operate on a 24x7x365 basis.

5.2 System availability must be ninety-nine percent (99%)

5.3 The system must have an average response time of two (2) seconds, as measured from the Hosted Environments.

6. Compatibility and Integration

6.1 The system must provide a secure web-based user interface accessible from any web browser (e.g., Edge, Chrome, Firefox, Safari) or from any device and must not require plug-ins or additional installed software (e.g., Adobe Flash).

6.2 The System must transmit data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).

6.3 All system data must be available to the County via web services.

6.4 All API integrations must utilize HTTPS with strong TLS (e.g., version 1.2 and above) configurations and incorporate unique, regularly rotated (e.g., two years or less) API keys for authentication.

6.5 The system sending emails on behalf of Public Works (e.g., VisionZero@pw.lacounty.gov) or any subdomain must be DMARC (Domain-based Message Authentication, Reporting & Conformance) compliant. This will require configuring SPF and DKIM to authenticate legitimate email messages.

6.6 All application logging must be integrated with Public Works' Microsoft Sentinel for real-time monitoring and analysis of system activity.

DRAFT

Additional SaaS Requirements

Internal Use

If the solution stores or processes data for internal County use only, the following additional requirements are mandatory.

- The System must include comprehensive audit trail for all actions (e.g., login, maintenance, activity) performed in the environment and system.
- Access to County data must be limited only to the Contractor or Service Provider's personnel to perform work necessary defined in the scope of services. County must be notified in writing of any third party which the Contractor is required to share County data.
- The Contractor or Service Provider must wipe PW data from all storage media after contract termination using National Institute Standards and Technology (NIST) Special Publication (SP) 800-88 titled Guidelines for Media Sanitation.

Confidential

If the solution stores or processes confidential data, the following additional requirements are mandatory.

- The Contractor must require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data).
- The System must lock the user’s account after five (5) successive failed attempts within a 30-minute period.
- The System must not store sensitive data in cookies or URLs.
- The System must use AES-256 encryption or stronger for all data in storage.
- The System must use AES-128 encryption or stronger for all data in transit.
- The System’s backup media must be encrypted.
- All application logs must not contain sensitive data.
- All sensitive data must be redacted or de-identified in reports, dashboards, exports, and web services (e.g., last four (4) SSN).

DRAFT

EXHIBIT H-1

DIGITAL ACCESSIBILITY REQUIREMENTS

DRAFT

DIGITAL ACCESSIBILITY REQUIREMENTS

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles ("County") to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the Web Content Accessibility Guidelines (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

Definitions

- **Web Content Accessibility Guidelines WCAG 2.1:** Version 2.1, developed by the W3C. eb Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.

DRAFT

- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines (**WCAG**) Overview for an introduction and links to WCAG technical and educational material.

A. **Websites and Web Applications**

Websites and web applications must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 WCAG 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 WCAG 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

B. **Mobile Applications**

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text -** Don't use images of text.
- **1.4.11 - No text Contrast -** The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.

DRAFT

- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

C. **Documents**
Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

D. **Multimedia**
Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1** Audio-only and Video-only (Prerecorded): Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2** Captions (Prerecorded): Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4** Captions (Live): Add captions to live videos.

Social Media
Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content**: Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

Maps and Dashboards
Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

DRAFT

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content**: Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color**: Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum)**: Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard**: Functionality must be operable through a keyboard interface.
- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

E. **Third-Party Applications**

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

F. **Exceptions**

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.
  Example: Historical city council meeting minutes stored in an archive section without modifications.

- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.
  Example: An old PDF report from 2015 available on the website for historical reference.

- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).
  Example: Comments or posts made by the public on a County-managed forum.

DRAFT

- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).
  Example: A personalized benefits statement accessible only to a particular employee.

- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.
  Example: A Facebook post from 2020 on the County's official page.

  Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

G. **Monitoring and Enforcement**

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.

DRAFT

ON-CALL VISION ZERO TRANSPORTATION PLANNING AND ENGINEERING SERVICES FOR FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS

SELECTED FIRMS

	Proposer Name (**Prime** with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	**Local Small Business Enterprise (LSBE)**	**Small Business Enterprise (SBE)**	**Minority**	**Women-Owned**	**Disadvantaged Business**	**Disabled Veteran Business Enterprise**	**Social Enterprise**	**Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise**
1	**Fehr & Peers**								
	AimTD					x			
	Chen Ryan Associates		x	x	x	x			
	Estolano Advisors					x			
	HERE LA					x			
	Safe Streets Research Consulting					x			
2	**Egis USA, Inc.**								
	Advanced Avant-Garde Corporation		x	x	x	x			
	Aim TD LLC (Aim Traffic Data)		x		x	x			
	Chen Ryan Associates, Inc. dba CR Associates		x	x	x	x			
	Cityworks Design	x	x	x	x	x			
	DC Traffic Control		x	x		x			
	Gruen Associates		x	x					
	Here Design Studio, LLC	x	x	x	x	x			x
	Katherine Padilla & Associates, Inc.		x	x	x	x			
	KDM Meridian		x						
	National Data & Surveying Services, Inc. (NDS)		x						
	SharpLine Solutions, Inc.		x			x			
	The Robert Group	x	x	x	x	x			
	UltraSystems Environmental, Inc.		x		x	x			
3	**T.Y. Lin International**								
	Aim TD LLC (Aim Traffic Data)		x			x			
	Chen Ryan and Associates, Inc.		x	x	x	x			

DRAFT

ON-CALL VISION ZERO TRANSPORTATION PLANNING AND ENGINEERING SERVICES FOR FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS

	Community Arts Resources		x						
	Estolano Advisors	x	x		x	x			
	Lenax Construction Services, Inc.	x	x			x			
	National Data & Surveying Services, Inc. (NDS)		x						
	Public Matters, LLC			x	x				
	The Street Plans Collaborative, Inc.			x					

NON-SELECTED FIRMS

	Proposer Name (**Prime** with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	**Local Small Business Enterprise (LSBE)**	**Small Business Enterprise (SBE)**	**Minority**	**Women-Owned**	**Disadvantaged Business**	**Disabled Veteran Business Enterprise**	**Social Enterprise**	**Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise**
1	**Alta Planning + Design, Inc.**								
2	**AYCE Consulting Engineers, Inc.**					x			
3	**General Technologies and Solutions (GTS) LLC**								
4	**NN Engineering, Inc.**								
5	**TDG Engineering, Inc. dba Toole Design**				x				

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

DRAFT

ON-CALL VISION ZERO TRANSPORTATION PLANNING AND ENGINEERING SERVICES FOR FEDERALLY FUNDED AND NON-FEDERALLY FUNDED PROJECTS

FIRM INFORMATION*	Fehr & Peers	Egis USA, Inc.	T.Y. Lin International				
BUSINESS STRUCTURE	Corporation	Corporation	Corporation				

CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP					
OWNERS/PARTNERS	Black/African American	1	N/A - held by private equity	N/A - owned by T.Y. Lin International Group Ltd. 100%			
	Hispanic/Latino	1					
	Asian or Pacific Islander	2					
	Native American	0					
	Subcontinent Asian	2					
	White	38					
	Female (included above)	16					
		NUMBER					
Total No. of Employees		397	1,060	3,623			

COUNTY CERTIFICATION							
CBE	N/A	N/A	N/A				
LSBE	N/A	N/A	N/A				
OTHER CERTIFYING AGENCY	N/A	N/A	N/A				

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

DRAFT

(/LACoBids/)

lacounty.gov

Home (/LACoBids/)

Solicitation Detail

Solicitation Number:	BRC0000535		
Title:	On-Call Vision Zero Transportation Planning and Engineering Services for Federally Funded and Non-Federally Funded Projects		
Department:	Public Works		
Bid Type:	Commodity	**Bid Amount:**	$15,000,000.00
Commodity:	CONSULTING SERVICES - ENGINEERING		
Description:	Visit Public Works website at https://dpw.lacounty.gov/contracts/opportunities.aspx , to access RFP documents. Proposals received after the deadline will not be accepted. Los Angeles County Public Works is requesting proposals from qualified firms to provide On-Call Vision Zero Transportation Planning and Engineering Services for various projects throughout the Los Angeles County. A pre-proposal virtual conference to answer questions concerning the project will be held on Wednesday February 5, 2025, at 2:00 p.m., via Microsoft Teams. Those who wish to attend must click the link titled "Pre-Proposal Conference Meeting (Live) on the project page located at the website below to join. https://dpw.lacounty.gov/contracts/opportunities.aspx Submit questions relating to this solicitation to person listed below. Less		
Open Day:	1/22/2025	**Close Date:**	3/11/2025 5:30:00 PM
Contact Name:	Rori Rubio	**Contact Phone:**	(626) 458-2584

DRAFT

Contact Email:	rrubio@dpw.lacounty.gov
Last Changed On:	2/18/2025 11:17:28 AM
Attachment File (0) :	Click here to download attachment files.

Powered by ISD | Contact Us

DRAFT