



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Acting Chief Executive Officer

DATE: **Thursday, November 12, 2020**
TIME: **10:00 a.m.**

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: **29523097#****

TELEPHONIC PUBLIC COMMENT - (30 minutes)

The public may address the Board deputies during the virtual meeting on all regular agenda items.
PLEASE INDICATE ITEM TO BE ADDRESSED.

AGENDA

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

1. **CALL TO ORDER**
2. **GENERAL PUBLIC COMMENT**
3. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:
MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION FOR PARTICIPATION IN THE LOS ANGELES CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
Speaker(s): Ramona Zamora and Jennipher M. Baeza (Sheriff)
 - B. Board Letter:
APPROVE SOLE SOURCE AMENDMENT NUMBER SEVEN TO EXTEND SOLE SOURCE AGREEMENT NUMBER 77869 WITH IDEMIA IDENTITY & SECURITY USA, LLC FOR CONTINUED LIVSCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES
Speaker(s): Derek S. Sabatini and Angelo Faiella (Sheriff)
4. **PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:
AMEND SECTION 2.34.190 OF COUNTY CODE INCREASE THE CARRY CONCEALED WEAPON LICENSE APPLICATION FEE
Speaker(s): Jesus Carrasco and Jessica Triay (Sheriff)

Thursday, November 12, 2020

- B.** Board Briefing:
REFORM AND OVERSIGHT EFFORTS: LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT
Speaker(s): Max Huntsman (Inspector General)

5. ADJOURNMENT

6. UPCOMING ITEMS:

- A.** Board Letter:
DELEGATE AUTHORITY TO THE ACTING CHIEF EXECUTIVE OFFICER TO
EXTEND THE TERM OF THE CONTRACT WITH INFORMATION AND REFERRAL
FEDERATION OF LOS ANGELES COUNTY, INCORPORATED DBA 211
LA COUNTY, FOR A MAXIMUM OF 18 MONTHS, AND INCREASE THE MAXIMUM
CONTRACT SUM BY UP TO \$14,244,847
Speaker(s): XXX (CEO)
- B.** Board Letter:
AUTHORIZE THE COUNTY PURCHASING AGENT TO PROCEED WITH THE
ACQUISITION OF A 56 PASSENGER TRANSPORT BUS
Speaker(s): Robert Smythe and James Johnson
- C.** Board Briefing:
MEN'S CENTRAL JAIL BRIEFING
Speaker(s): Karen Tamis (ODR)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE
AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

November 24, 2020

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

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF
INVESTIGATION FOR PARTICIPATION IN THE LOS ANGELES CHILD
EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) for participation in the Los Angeles Child Exploitation and Human Trafficking Task Force (CEHTTF).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached MOU for participation in the CEHTTF for the duration of the CEHTTF's operations.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all supplemental agreements, including but not limited to, the attached Cost Reimbursement Agreement with the FBI, as necessary, for the effective participation in the CEHTTF.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the MOU and supplemental agreements, as necessary, for the effective participation in the CEHTTF.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required contract documents with CEHTTF, including, but not limited to, agreements, assurances and certifications, amendments, modifications, extensions, and payment requests, in future fiscal years as necessary for the continued participation in the CEHTTF.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CEHTTF provides a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction. The CEHTTF will strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

The purpose of the MOU is to delineate the responsibilities of CEHTTF participants, maximize inter-agency cooperation, and formalize relationships between participating agencies for policy guidance, planning, training, and public and media relations.

The MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather a basic statement of understanding between the participating agencies of the methods for performing the agreed upon tasks. Unless otherwise agreed upon in writing, each party shall bear its own costs in relation to the MOU.

Implementation of Strategic Plan Goals

The services provided under this MOU support the County's Strategic Plan, Goal 3 - Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability. Participation in the CEHTTF leverages resources from the Department and FBI to enhance public safety service.

FISCAL IMPACT/FINANCING

The overtime incurred by Department members assigned full-time to the CEHTTF will be reimbursed by the FBI in accordance with the separate Cost Reimbursement Agreement. Subject to the availability of funding, the FBI will pay federal funds in the amount of up to \$76,721.00 for federal Fiscal Year (FY) 2020-21 for overtime incurred by four detectives from the Department's Human Trafficking Bureau assigned full-time

to the CEHTTF. Program costs will be supported with the Department's FY 2020-21 budgeted appropriations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this MOU is for the duration of the CEHTTF's operations, contingent upon approval of necessary funding. The MOU may be terminated upon the written mutual consent of the participating agencies involved. Any participating agency may withdraw from the CEHTTF at any time by providing written notification to the CEHTTF supervisor or program manager of the CEHTTF at least 30 days prior to withdrawal.

Board approval is required for this MOU as the amount of the MOU potentially exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

The attached MOU has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will provide the personnel and resources required for participation in the CEHTTF.

CONCLUSION

Upon Board approval, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TKM:jb
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Acting Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Robin A. Limon, Assistant Sheriff, Countywide Operations
Patrick A. Nelson, Chief, Detective Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy, ASD
Ramona Zamora, Administrative Services Manager II, CLEB
Jennipher M. Baeza, Administrative Services Manager I, CLEB
(Contract Law – Child Exploitation Human Trafficking Task Force-FBI 11-24-20)

November 17, 2020

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER SEVEN TO EXTEND
SOLE SOURCE AGREEMENT NUMBER 77869 WITH IDEMIA
IDENTITY & SECURITY USA, LLC FOR CONTINUED LIVESCAN
EQUIPMENT MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute Amendment Number Seven (Amendment) to extend Sole Source Agreement Number 77869 (Agreement) with Idemia Identity & Security USA LLC (Idemia) for continued maintenance and support services (Services) for the Department's livescan equipment.

IT IS RECOMMENDED THAT THE BOARD:

Approve, and instruct the Chair of the Board to authorize the Sheriff, or his authorized designee, to sign the attached Amendment to the Agreement with Idemia to, among other things, extend the term of the Agreement for 12 months in any increment, from December 1, 2020, through November 30, 2021, for continued Services for mission critical livescan equipment utilized by the Department and participating law enforcement

agencies within the Los Angeles County Regional Identification System (LACRIS) network while the Department completes its implementation of a successor system.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The continuation of these Services is critical for maintaining the County's livescan devices, which are still in use pending the successful implementation of a successor system. Idemia is the sole provider of Services for all livescan equipment within the County.

The existing livescan system utilizes proprietary hardware and software customized to meet the needs of the Department and other LACRIS agencies. The livescan equipment and software can only be maintained by Idemia. Idemia does not license, certify, or otherwise endorse any third party to maintain or support its proprietary technology.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County's Strategic Plan, Goal 3, Integrated Services Delivery; Maximizing the opportunities to measurably improve client and community outcomes, and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

The Services for the proposed extension period will be procured at zero net cost to the County.

On May 28, 2020, the Department received approval from the Remote Access Network Board to fund the proposed Amendment using Automated Fingerprint Identification System, Special Fund Number 41079. The monthly cost for the Amendment is \$130,451.85, bringing the total cost for the 12-month term to \$1,565,422.20. The new Maximum Contract Sum is \$13,464,486.33.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2005, the County purchased 173 new livescan devices through the Internal Services Department. The devices are placed in every Department station, police station, criminal booking facility, the Coroner's Office, the District Attorney's Office, Probation Department's Office, and all but two of the courthouses in the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County.

On November 25, 2008, the Board approved a sole source agreement, number 76819, for a term of four years with Identix, Incorporated (Identix) to provide livescan equipment maintenance and support services. That agreement expired November 30, 2012.

On November 20, 2012, the Board approved a successor sole source Agreement, Number 77869, with Identix, for a term of four years.

The Agreement was amended on six occasions to exercise the option term extensions, add new County-mandated provisions, and memorialize the mergers of Identix with MorphoTrust USA, Inc., and then with Idemia.

On May 31, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to extend the Agreement for one year plus twelve additional months in any increment. The Sheriff executed Amendment Number Four on July 13, 2016.

On October 16, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Five to extend the Agreement for an additional one-year period plus one Option Term of up to twelve months in any increment. The Sheriff executed Amendment Number Five on November 1, 2018. The Agreement expires on November 30, 2020.

On December 10, 2019, the Board approved agreement number 79015 with DataWorks Plus, LLC to deliver a Criminal Booking System solution to replace the current Idemia livescan infrastructure with new technology, and to provide ongoing maintenance and support.

Mutually recognizing the end-of-life condition of the existing Idemia livescan infrastructure, Contractor and County agreed to negotiate certain contract and scope-of-work clauses to reduce Contractor's risk while performing its maintenance obligations. Contractor will be required to use all reasonable best efforts in providing both preventive and remedial maintenance work. As part of the maintenance effort, the LACRIS team will warehouse existing salvageable Idemia components as they are decommissioned in order to facilitate Contractor's ability to effect critical repairs or component replacement.

The Chief Information Office (CIO) has reviewed this Board letter and recommends approval. The CIO has further determined that a CIO Analysis is not required for the recommended action as it represents a continuation of the original Agreement, and contains no new information technology matters requiring review.

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

CONTRACTING PROCESS

On May 14, 2020, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into an Amendment to extend the Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for the Department's livescan equipment.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

Reviewed by:

TIMOTHY K. MURAKAMI
UNDERSHERIFF

WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER

AV:TL:VU:vu
(Fiscal Administration Bureau/Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Acting Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo Castro-Silva, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit I
Cammy C. DuPont, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Mark A. Glatt, Division Chief, Technology and Support Division (TSD)
Bill I. Song, Commander, TSD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Brian Yanagi, Captain, Data Systems Bureau (DSB)
Dave E. Culver, Assistant Director, FAB, Contracts Unit
Derek S. Sabatini, Lieutenant, Data Systems Bureau
Angelo Faiella, Manager, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy, ASD
Veronica Urenda, Contract Analyst, Contracts Unit
(Contracts – Idemia Identity and Security 11-17-20)

**AMENDMENT NUMBER SEVEN TO
AGREEMENT NUMBER 77869 FOR
LIVESCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number Seven (hereinafter "Amendment") to Agreement Number 77869 (hereinafter "Agreement") is entered into by and between County of Los Angeles (hereinafter "County") and Idemia Identity & Security USA LLC (hereinafter "Contractor"), effective upon execution by both parties.

- A. WHEREAS, on November 20, 2012, County and Identix, Incorporated (hereinafter "Identix") entered into the Agreement for Livescan Equipment Maintenance and Support Services for the Initial Term of December 1, 2012, through November 30, 2014, with up to two (2) one-year Option Terms to be exercised by County by an Amendment to the Agreement pursuant to the delegated authority given by the County Board of Supervisors to the County Sheriff (hereinafter "Sheriff"); and
- B. WHEREAS, on September 4, 2013, County and Contractor entered into Amendment Number One to the Agreement to document the merger of Identix into MorphoTrust USA, Inc. (hereinafter "MorphoTrust"), with MorphoTrust surviving as "Contractor" under the Agreement; and
- C. WHEREAS, on August 8, 2014, County and Contractor entered into Amendment Number Two to the Agreement to (1) extend the Term of the Agreement for the first one-year Option Term pursuant to the delegated authority of the Sheriff and (2) add new County-mandated provisions; and
- D. WHEREAS, on April 4, 2015, County and Contractor entered into Amendment Number Three to the Agreement to (1) extend the Term of the Agreement for the second one-year Option Term pursuant to the delegated authority of the Sheriff and (2) revise County-mandated provisions; and
- E. WHEREAS, on July 13, 2016, County and Contractor entered into Amendment Number Four to the Agreement to extend the Term of the Agreement for an additional one-year period from December 1, 2016, through November 30, 2017, plus up to 12 additional months in any increment; and
- F. WHEREAS, on November 1, 2018, County and Contractor entered into Amendment Number Five to the Agreement to, among other things, (1) extend the Term of the Agreement for an additional one-year period from December 1, 2018, through November 30, 2019, plus up to twelve (12) months in any increment, and (2) increase the Maximum Contract Sum by \$3,428,058.60 for a total Maximum Contract Sum not to exceed \$11,899,064.13; and

- G. WHEREAS, on December 16, 2019, County and Contractor entered into Amendment Number Six to the Agreement to make certain non-material clerical edits to the Agreement to remove any ambiguity created by prior amendments to the Agreement; and
- H. WHEREAS, the Agreement will expire on November 30, 2020; and
- I. WHEREAS, County desires to (1) extend the Term of the Agreement for an additional twelve months from December 1, 2020 through November 30, 2021, in any increment, (2) revise Section 1 (Agreement and Interpretation), Section 2 (Definitions), and Section 5 (Work; Approval and Acceptance) of the Agreement, (3) increase the Maximum Contract Sum by \$1,565,422.20, for a total Maximum Contract Sum not to exceed \$13,464,486.33, (4) delete Section 12 (Replacement Products) and Section 13 (Liquidated Damages) of the Agreement, (5) amend and restate Exhibit A (Additional Terms and Conditions), Exhibit B (Statement of Work), and Exhibit C (Maintenance Price Schedule and Equipment List) to the Agreement, and (6) delete Exhibit I (Contract Performance Discrepancy Report) and Exhibit J (Performance Requirements Summary (PRS) Chart) to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through November 30, 2021:

7. TERM

- 7.1 The Term of this Agreement shall commence December 1, 2012, and shall terminate on November 30, 2021 ("Initial Term"), unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The County maintains a database that tracks/monitors Contractor performance history. Information entered into this database may be used for a variety of purposes, including determining whether County will exercise an extension option.
- 7.3 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

2. Subparagraph 1.2.3 of Section 1 (Agreement and Interpretation) of the Agreement is deleted in its entirety and replaced as follows:
 - 1.2.3 Exhibit B – Effective December 1, 2020, references to "Exhibit B" shall mean the amended and restated Exhibit B-1 (Statement of Work), attached hereto.
3. Subparagraph 2.43 is hereby added to Section 2 (Definitions) of the Agreement:
 - 2.43 "Reasonable Best Efforts" or "RBE" means, with respect to a RBE activity (as defined hereinafter), the efforts a reasonable company in the position of the Contractor would expend to engage in such RBE activity, but in no event a degree of effort that, if applied to all RBE activities, would, cause Contractor to expend more funds to perform services under the Agreement during a twelve (12) month period (including, without limitation, material and labor costs) than the fee due to the Contractor under the Agreement for such period. RBE activities are all activities the Contractor is required to perform to the RBE standard pursuant to Exhibit B-1 (SOW) and elsewhere in the Agreement.
4. Subparagraph 5.3.6 is hereby added to Section 5 (Work; Approval and Acceptance) of the Agreement:
 - 5.3.6 Notwithstanding anything to the contrary in the Agreement, the Contractor shall not be obligated to perform any Additional Work that the Contractor believes it cannot reasonably accomplish using Reasonable Best Efforts.
5. Paragraph 8.1 of Section 8 (Prices and Fees) of the Agreement is deleted in its entirety and replaced as follows to revise the Maximum Contract Sum:
 - 8.1 The Maximum Contract Sum for this Agreement, inclusive of Pool Dollars, authorized by County hereunder shall in no event, expressly or by implication, exceed \$13,464,486.33, which shall be allocated as set forth in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of this Agreement.
6. Section 12 (Replacement Products) of the Agreement is hereby deleted in its entirety.
7. Section 13 (Liquidated Damages) of the Agreement is hereby deleted in its entirety.
8. Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced with the amended and restated Exhibit A-1 (Additional Terms & Conditions), attached hereto and incorporated herein by reference.

9. Exhibit B (Statement of Work) to the Agreement is deleted in its entirety and replaced with the amended and restated Exhibit B-1 (Statement of Work), attached hereto and incorporated herein by reference.
10. Exhibit C (Maintenance Price Schedule and Equipment List) to the Agreement is deleted in its entirety and replaced with the amended and restated Exhibit C-1 (Maintenance Price Schedule and Equipment List), attached hereto and incorporated herein by reference.
11. Exhibit I (Contract Performance Discrepancy Report) to the Agreement is hereby deleted in its entirety.
12. Exhibit J (Performance Requirements Summary (PRS) Chart) to the Agreement is hereby deleted in its entirety.
13. The Agreement and all prior Amendments and Change Orders, as applicable, are hereby incorporated by reference, and all of their terms and conditions, including capitalized terms defined therein shall be given full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Seven to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

IDEMIA IDENTITY & SECURITY
USA, LLC

By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

By: _____
Cammy C. DuPont
Principal Deputy County Counsel

EXHIBIT A-1

**ADDITIONAL TERMS AND CONDITIONS
AMENDED AND RESTATED
PURSUANT TO
AMENDMENT NUMBER SEVEN**

ADDITIONAL TERMS AND CONDITIONS

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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms in this Exhibit A-1 (Additional Terms and Conditions) not otherwise defined herein shall have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures:

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
 - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party

may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract, but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement, attached as Exhibit E2 of the Agreement, for each of subcontractor's employees performing Work under the subcontract. Such completed forms shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by, and shall be deemed to have assumed and agreed to be bound by, each and all of the provisions of the Agreement and any fully executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the County Project Manager and the Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the County Project Director and the Contractor Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration) of this Exhibit A-1 (Additional Terms and Conditions) or any other termination provision under this

Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events, or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Agreement for

each of its employees performing Work under the Agreement and an executed Exhibit E2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit A-1(Additional Terms and Conditions), in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by

Contractor as “proprietary” or “confidential.” Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency, and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information) of this Exhibit A-1 (Additional Terms and Conditions).

3.4 Use of County Name

In recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term of the Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2 above) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County’s name and Contractor shall cure promptly and prospectively any use of County’s name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County’s other rights under the Agreement and at law and in equity, County shall have the

right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Agreement; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 5.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 5.0 (Termination for Default).
- 5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with

this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration) of this Exhibit A-1 (Additional Terms and Conditions), then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit A-1 (Additional Terms and Conditions), County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 13.0 (Liquidated Damages) of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 5.0 (Termination for Default) or Section 6.0 (Termination for Convenience) of this Exhibit A-1 (Additional Terms and Conditions), Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants, and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including Exhibit B-1 (Statement of Work).

- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.
- 11.6 Contractor shall provide all Professional Services in a professional and workmanlike manner by duly qualified personnel.
- 11.7 The Livescan Equipment, System Software, Additional Software and all components thereof shall interface and be compatible with each other.
- 11.8 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the Livescan Equipment, System Software, Additional Software or any component thereof through any virus, device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code (in this Paragraph 11.10 each a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of the Livescan Equipment, System Software, Additional Software or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the Livescan Equipment, System Software, Additional Software, any component thereof, or the data contained therein. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on the Livescan Equipment, System Software, Additional Software or any component thereof provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component to contain any Disabling Device.
- 11.9 Without limiting Contractor's obligations to provide Maintenance Services with respect to Additional System Software, the Additional System Software is provided on an "AS-IS" basis without warranty of any kind.
- 11.10 Contractor shall assign to County to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any third party product or service provided hereunder shall fully extend to and be enjoyed by County.
- 11.11 THE WARRANTIES CONTAINED IN THIS SECTION 11 (FURTHER WARRANTIES) AND ALL OTHER WARRANTIES IN THE AGREEMENT ARE EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THEIR EQUIVALENTS

UNDER THE LAWS OF ANY JURISDICTION, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR CONTRACTOR ANY OTHER LIABILITIES IN CONNECTION WITH THE SAID ARTICLES. These warranties shall not apply to any of such products or services that shall have been repaired or altered, except by Contractor or as approved by Contractor, or to any products which have been altered or modified other than by Contractor or as approved by Contractor.

11.12 In the case of a breach by the Contractor of the warranties in Sections 11.3, 11.4, 11.6, or 11.7, the County's sole remedy shall be to require the Contractor to use Reasonable Best Efforts to cure such breach.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers 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), to the extent arising from or connected with the negligent, or intentional and wrongful acts and/or omissions of the Contractor. This Section is subject to Section 13.4 of Exhibit B-1.

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Agreement and until all of its obligations pursuant to the Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 12.2 (General Provisions for All Insurance Coverage) and Paragraph 12.3 (Insurance Coverage) below. 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 the Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

12.2.1 Evidence of Coverage and Notice to County

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

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in the Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Unit
211 West Temple St., 6th floor
Los Angeles, California 90012
Attention: Contract Compliance Manager
- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-contractors which arises from or relates to the Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

12.2.2 Additional Insured Status and Scope of Coverage

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

12.2.3 Cancellation of or Changes in Insurance

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

12.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate the Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, 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.

12.2.5 Insurer Financial Ratings

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

12.2.6 Contractor's Insurance Shall Be Primary

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

12.2.7 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 the Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 Subcontractor Insurance Coverage Requirements

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

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

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

12.2.10 **Claims Made Coverage**

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

12.2.11 **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.

12.2.12 **Separation of Insureds**

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

12.2.13 **Alternative Risk Financing Programs**

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

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

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

12.3 **Insurance Coverage**

12.3.1 **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

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

12.3.3 **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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

12.3.4 **Professional Liability/Errors and Omissions**

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

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to Work provided under the Agreement (collectively in this Section 13.0 (Intellectual Property Indemnification) "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which

approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

- 13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Livescan Equipment, System Software, and Additional Software, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Livescan Equipment, System Software, and Additional Software or part(s) or component(s) thereof, with another item of equipment and/or software of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Livescan Equipment, System Software, and Additional Software and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.0 BUDGET REDUCTIONS

In the event that the 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, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by Contractor under the Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in the Agreement.

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services

to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, 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 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 Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

- 16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

- 17.1 In the performance of the Agreement, Contractor's shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference.
- 17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 17.3 Notwithstanding Section 17.1 hereof: (1) The Contractor shall not, except to the extent provided in Section 19.0 of Exhibit B-1, be obligated to upgrade, enhance, revise, improve, fix, patch, or modify hardware and software to comply with laws, rules, regulations, ordinances, guidelines, directives, policies, or procedures. (2) The Contractor's defense, indemnify, and hold harmless obligations in Section 17.1 shall not apply to a failure by the Contractor to upgrade, enhance, revise, improve, fix, patch, or modify hardware or software to comply with laws, rules, regulations, ordinances, guidelines, directives, policies, or procedures.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses

(including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached as Exhibit D (Contractor's EEO Certification) to the Agreement.

19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

19.4.1 Title VII, Civil Rights Act of 1964;

19.4.2 Section 504, Rehabilitation Act of 1973;

19.4.3 Age Discrimination Act of 1975;

19.4.4. Title IX, Education Amendments of 1973, as applicable; and

19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or 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 the Agreement, or under any project, program, or activity supported by the Agreement.

- 19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit A-1 (Additional Terms and Conditions).
- 19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or

benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1 Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.
- 21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Paragraph 13.1 (Indemnification) of this Exhibit A-1 (Additional Terms and Conditions) from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term of the Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit A-1 (Additional Terms and Conditions), (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit A-1 (Additional Terms and Conditions), (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit A-1 (Additional Terms and Conditions), or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of the Agreement.
- 23.3 Contractor's Certification of No Conflict of Interest is attached as Exhibit L (Certification of No Conflict of Interest) of the Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

- 25.1 Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully

comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

- 25.2 Contractor's Familiarity with the County Lobbyist Ordinance Certification is attached as Exhibit N (Familiarity with the County Lobbyist Ordinance Certification) of the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

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

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

29.2 CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

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

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may

terminate the Agreement pursuant to Section 5.0 (Termination for Default) of this Exhibit A-1 (Additional Terms and Conditions) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

The Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G (Jury Service Ordinance and Contractor Employee Jury Service Program Certification Form and Application for Exception) of the Agreement. **Contractor's** Contractor Employee Jury Service Program Certification Form and Application for Exception is also attached as Exhibit G (Jury Service Ordinance and Contractor Employee Jury Service Program Certification Form and Application for Exception) of the Agreement.

32.2 Written Employee Jury Service Policy

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or

more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term of the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.
- 32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under the Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor,

regardless if the member of Contractor's staff passes or fails the background investigation.

- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the Term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 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.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or

employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

- 36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 INTENTIONALLY OMITTED

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached as Exhibit N (IRS Notice 1015) of the Agreement. Additional copies of Internal Revenue Service Notice 1015 can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

- 39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

- 39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 39.1 of this Exhibit A-1 (Additional Terms and Conditions).

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

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit A-1 (Additional Terms and Conditions).

41.0 RECORDS AND AUDITS

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours,

have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the

Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum of the Agreement.

- 41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend the Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department - Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of the Agreement, provide the same goods and/or substantially similar services under similar

quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

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

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

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

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of the Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's

right to recover such payment from Contractor. This provision shall survive the expiration or other termination of the Agreement.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Contractor's Acknowledgement of County's Commitment to 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 understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place 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. Information and posters for printing are available at www.babysafela.org.

49.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor and all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit A-1 (Additional Terms and Conditions) become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including,

without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

52.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 52.1 The Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no

longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

53.0 WAIVER

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

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit A-1 (Additional Terms and Conditions), are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The Agreement shall not restrict County or the

Department from acquiring similar, equal or like goods and/or services from other entities or sources.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 59.1 The Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

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

62.1 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.

62.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached as Exhibit H (Defaulted Property Tax Reduction Program and Certification of Compliance with County's Defaulted Property Tax Reduction Program) of the Agreement. Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program is also attached as Exhibit H (Defaulted Property Tax Reduction Program and Certification of

Compliance with County's Defaulted Property Tax Reduction Program) of the Agreement.

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Exhibit A-1 (Additional Terms and Conditions) shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

64.0 NOTICE OF DELAYS

Except as otherwise provided under the Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

65.0 TIME OFF FOR VOTING

The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

66.0 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 shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

67.0 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.

68.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

EXHIBIT B-1

**STATEMENT OF WORK
AMENDED AND RESTATED
PURSUANT TO
AMENDMENT NUMBER SEVEN**

STATEMENT OF WORK

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STATEMENT OF WORK

Capitalized terms used in this Exhibit B-1 (Statement of Work) not otherwise defined herein shall have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

1.0 PURPOSE AND BACKGROUND

- 1.1 The Department desires Contractor to provide equipment maintenance, support, and repair services further described in this Exhibit B-1 for the LiveScan Equipment, System Software, and Additional Software. The systems are located in every police station, Department station, criminal booking facility, the Coroners Office, Probation sites, the District Attorney's Office and all but two of the courthouses in Los Angeles County, as listed on Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement.
- 1.2 The County's criminal LiveScan network is a dynamic system that is designed to incorporate new technology as new generation LiveScan hardware, software, and processing equipment are introduced. The County's criminal LiveScan network went through a significant upgrade in 2005 at a cost of \$7.8 million.
- 1.3 The County's network in its current configuration is interfaced to the Los Angeles Automated Fingerprint Identifications System (LAFIS), the Automated Jail Information System (AJIS), a mug shot image management system, the Department's Custody Division's Defendant/Inmate Movement Management System (DIMMS), local law enforcement agencies, record management systems, and the California Department of Justice's (DOJ) Automated Fingerprint Identification System (AFIS). Any change or modifications to the interfacing systems impacts the configuration of the County's LiveScan network.
- 1.4 The primary functionality of the criminal LiveScan devices permits the digital image capture and electronic transmission of fingerprints, palm prints, booking information, and digital booking photos to the LAFIS located at the Department's Records and Identification Bureau. The capture, transmission, storage, and processing of the images and data within the network include highly sophisticated and proprietary functions designed specifically for the County.

2.0 GENERAL SCOPE OF SERVICES

- 2.1 Contractor shall, to the extent provided in this SOW, maintain, support, and service (1) the LiveScan Equipment (including LiveScan devices, printers, cameras, servers and other sub-components) listed in Exhibit C-1

(Maintenance Price Schedule and Equipment List) of the Agreement, (2) the System Software with respect to such LiveScan Equipment, and (3) any Additional Software.

- 2.2 Contractor shall provide, upon County's request, any and all Additional Work, as defined in Section 19.0 of this SOW.

3.0 MAINTENANCE SERVICE REQUIREMENTS

Contractor shall employ Reasonable Best Efforts to perform both Remedial Maintenance and Preventive Maintenance of all the LiveScan Equipment listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, including the System Software with respect to such LiveScan Equipment, and all Additional Software.

4.0 SELF DIAGNOSTIC CAPABILITY

Contractor shall provide a self-diagnostic capability for each device of LiveScan Equipment, whereby an operator can determine that all component devices are functioning normally. This may be accomplished either by diagnostic routines performed by the operator and/or remotely initiated diagnostics performed by the Department's LACRIS staff or Contractor's representative. The devices must also be able to run self diagnostics at pre-determined times.

5.0 REMEDIAL MAINTENANCE SERVICE REQUIREMENTS

- 5.1 Contractor shall employ Reasonable Best Efforts to perform full-service, on-call emergency repair Remedial Maintenance services for all LiveScan Equipment listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, including the System Software with respect to such LiveScan Equipment, and all Additional Software, on a twenty-four (24) hours-per-day, seven (7) day-per-week basis, including County holidays.
- 5.2 "Remedial Maintenance" is defined as using Reasonable Best Efforts to conduct the lubrication, adjustment, and replacement of parts to restore equipment to good operating condition as per manufacturer's specification. Remedial Maintenance includes using Reasonable Best Efforts to conduct all required labor, repair, and/or replacement of all LiveScan Equipment parts, including the System Software with respect to such LiveScan Equipment, and all Additional Software regardless of how damaged. With respect to System Software and Additional Software, Contractor's ability to repair the software will be limited. Core software repairs may not be possible using Reasonable Best Efforts and, as such, are excluded from Remedial Maintenance or Preventative Maintenance. Certain configuration repairs may not be possible using Reasonable Best

Efforts and, as such, may also be excluded from Remedial Maintenance or Preventative Maintenance.

- 5.3 Contractor shall provide Remedial Maintenance service using Reasonable Best Efforts to repair the LiveScan equipment within eight (8) consecutive hours from the time Contractor is notified by the Department. If the repair requires equipment that is difficult to obtain or otherwise obsolete, Contractor will use Reasonable Best Efforts to replace LiveScan equipment with surplus inventory in LACRIS' storage. The service technician assigned the service call must return the Department's call within one (1) hour to the LACRIS Help Desk at (562) 345-4400.
- 5.4 Contractor shall provide Remedial Maintenance on an on-call basis. Contractor shall provide contact information for response to requests for repairs after normal business hours.
- 5.5 Contractor may attempt to correct problems by phone or remote access. If Contractor is unable to correct a problem in this manner, Contractor must begin on-site repair within four (4) hours of the time Contractor was initially notified by the Department, depending on the availability of the site.

6.0 PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS

- 6.1 Contractor shall provide Preventive Maintenance using Reasonable Best Efforts in accordance with the recommendations and specifications of the original equipment manufacturer for each site and each piece of LiveScan Equipment listed on Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, including the System Software with respect to such LiveScan Equipment, and all Additional Software.
- 6.2 Without limiting the requirement that the Preventive Maintenance schedule be in accordance with the recommendations of the original equipment manufacturer, Preventive Maintenance shall be performed every thirty (30) calendar days, with no less than fifteen (15) calendar days in between visits, and with a downtime of no more than one and one half (1.5) hours.
- 6.3 All Preventive Maintenance must be performed during slack times or off-shift hours, when LiveScan Equipment is not in use, and must not exceed 1.5 hours per Preventive Maintenance call.
- 6.4 Contractor shall provide a Preventive Maintenance service that is consistent with Reasonable Best Efforts. "Preventive Maintenance" shall include but is not limited to using Reasonable Best Efforts to conduct the following: checking, cleaning, and calibrating all equipment (including but not limited to: LiveScan device, mug shot camera, printer, server, and

other sub-components) at each site. The various sites where LiveScan Equipment is located and where Preventive Maintenance shall be performed are listed on Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement.

- 6.5 The various sites where LiveScan Equipment is located and where Preventive Maintenance shall be performed are listed on Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement.

7.0 ON-SITE CRITICAL PARTS

- 7.1 The County understands that the Contractor cannot ensure availability of parts or supplies, and may have to reuse LiveScan inventory from LACRIS. The Contractor will use Reasonable Best Efforts to maintain a critical spare parts inventory.
- 7.2 Any spare part that is used in the recovery from a failure of any component of such LiveScan Equipment must be replaced within seventy-two (72) hours. The parties agree to cooperate to locate a suitable replacement part. If necessary, the parties may agree to salvage parts from the existing LACRIS LiveScan inventory.
- 7.3 Intentionally Omitted
- 7.4 Intentionally Omitted

8.0 ADDITION/DELETION OF COUNTY LIVESCAN EQUIPMENT

County, at its sole discretion, reserves the right to replace or delete like LiveScan Equipment or System Software items, of a similar type and/or complexity to those located at sites listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement. Pricing for services for such items shall be determined by mutual agreement of the parties and memorialized as provided for in Section 6 (Change Orders and Amendments) of the Agreement. Replacement LiveScan requests may use any limited available Department inventories, as agreed to by the parties.

9.0 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

- 9.1 Contractor shall employ Reasonable Best Efforts to provide and install all upgrades, enhancements, revisions, improvements, bug fixes, patches and modifications. Contractor's ability to update and alter the software will be limited. Core software modifications will not be possible using Reasonable Best Efforts and, as such, are excluded from Remedial Maintenance or Preventative Maintenance even if such changes are required to comply with laws or other requirements. Certain configuration

updates and alterations may not be possible using Reasonable Best Efforts and, as such, may also be excluded from Remedial Maintenance or Preventative Maintenance even if such changes are required to comply with laws or other requirements.

10.0 CONTRACTOR'S RESPONSIBILITIES

- 10.1 Contractor and each of Contractor's staff (service technicians) assigned to provide services under this Agreement shall, prior to commencing Work, complete a Department security clearance check prior to entering any LACRIS LiveScan facility, accessing any LiveScan Equipment, or any part of the LiveScan network.
- 10.2 Security clearance shall be reviewed annually and is revocable at any time with or without cause.
- 10.3 Contractor's employees providing services under this Agreement shall prominently display Contractor-provided identification badges at all times while conducting business at any of the LiveScan Equipment sites.
- 10.4 Contractor shall provide ongoing Remedial Maintenance and Preventive Maintenance, in accordance with the specific site requirements as outlined in Section 5.0 (Remedial Maintenance Service Requirements), Section 6.0 (Preventive Maintenance Service Requirements), and Section 7.0 (On-Site Critical Parts) of this SOW.
- 10.5 The Contractor Project Manager shall meet with the County Project Manager as follows:
 - a. Monthly management meeting to discuss project overview.
 - b. Bi-monthly regarding maintenance issues.
 - c. As-needed meeting to discuss other issues. Contractor will be given written or electronic notification three (3) calendar days prior to the meeting as to the date, time, and location.
- 10.6 Contractor shall maintain a complete service-call tracking system, including appropriate documentation, for each equipment item covered under this Agreement which shall minimally include:
 - a. Dates and times service calls are placed;
 - b. Dates and times service calls are dispatched and completed;
 - c. Facility from which service call is placed;
 - d. Name of the person who placed the service call;
 - e. Serial number of equipment serviced;

- f. Description of problem;
- g. Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order;
- h. Complete, documented service history of each piece of equipment;
- i. Service technician's full printed name;
- j. Service technician's signature; and
- k. Agreement number.

10.7 Upon completion of each Preventive Maintenance service or Remedial Maintenance repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS Help Desk at (562) 345-4400, and provide a disposition (report) within one (1) hour of completing Preventive Maintenance service or Remedial Maintenance repair service call.

10.8 Contractor shall, upon request and within one (1) calendar day, provide the County Project Manager with any requested information regarding service calls/history of the equipment.

11.0 CONTRACTOR'S STAFF

11.1 Contractor shall staff one (1) Contractor Project Director and one (1) Contractor Project Manager to this Agreement. The duties of the Contractor Project Director and the Contractor Project Manager are briefly described in the Section 4 (Administration of Agreement-Contractor) of the Agreement.

11.2 Contractor shall ensure that both the Contractor Project Director and the Contractor Project Manager are able to receive telephonic and electronic communication from the Department, as needed, Monday through Friday, during normal business hours (8:00 a.m. to 5:00 p.m.). The Contractor Project Manager shall act as a central point of contact with the County.

11.3 Contractor shall maintain sufficient staff assigned to the County and to this Agreement to meet the maintenance service requirements herein.

12.0 MATERIALS AND TOOLS

12.1 Contractor shall provide all tools and diagnostic equipment (collectively "tools") necessary to provide the maintenance services required herein. The purchase of all tools needed for the provision of all Work under this Agreement is the responsibility of Contractor.

12.2 Contractor shall maintain all of its tools in accordance with the Occupational Safety and Health Act (OSHA), or other regulatory standards as they may apply, and shall check said tools before use for safety and functionality.

Contractor shall ensure that all Contractor employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

12.3 Intentionally Omitted

13.0 CONTRACTOR'S DAMAGES / CLEANUP

- 13.1 All damages incurred to the site of the LiveScan Equipment by Contractor shall be repaired or replaced at Contractor's expense.
- 13.2 All such repairs or replacements shall be completed within the time requirements as determined by the Department. If Contractor fails to repair or replace damaged property, the Department may, at its sole discretion, deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill Contractor.
- 13.3 Upon completion of Work, Contractor shall remove remaining excess materials from the LiveScan Equipment site. Any dirt, stains or residues caused by the Work under this Agreement shall be cleaned off and removed.
- 13.4 Notwithstanding anything to the contrary in the Agreement, in the event the Contractor damages equipment or software, Contractor's responsibility shall be limited to utilizing Reasonable Best Efforts to repair or replace the same. The foregoing shall not limit the Contractor's responsibility for damage resulting from the Contractor's gross negligence or willful misconduct.

14.0 INTENTIONALLY OMITTED

15.0 CONTRACTOR'S WARRANTY

In addition to the other warranties elsewhere in the Agreement:

15.1 Warranty to Provide Professional Skills and Performance

- 15.1.1 Contractor warrants that all Work performed under this Agreement will be performed in a timely and professional manner using only qualified, skilled, or original equipment manufacturer (OEM) trained and, if applicable, certified maintenance technicians specifically qualified to maintain and repair the LiveScan Equipment located at sites listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of this Agreement, System Software, and the Additional Software.

15.1.2 Contractor warrants that all tasks, deliverables, services, and other Work provided shall conform to the specifications for, and to the standards set by, each respective OEM for the LiveScan Equipment listed in Exhibit C-1 (Maintenance Price Schedule and Equipment List) of the Agreement, System Software, and the Additional Software, for the same or similar tasks, deliverables, services, and other Work.

15.1.3 Contractor warrants that Contractor and all staff performing Work hereunder are authorized to perform the Work hereunder, including, if required, by the OEM.

15.1.4 In the case of a breach by Contractor of the warranties in Sections 15.1.1 or 15.1.2, the County's sole remedy shall be to require the Contractor to use Reasonable Best Efforts to cure such breach.

15.2 Intentionally Omitted

16.0 ACCEPTABILITY OF WORK

All Work shall be performed in a professional manner, and must be acceptable to LACRIS staff who are technically qualified Department personnel designated by the County, including the County Project Director and County Project Manager or their designee. All Work shall be completed within the time frames specified in Section 5.0 (Remedial Maintenance Service Requirements), Section 6.0 (Preventive Maintenance Service Requirements), and Section 7.0 (On-Site Critical Parts) of this SOW, unless otherwise approved by the County Project Director.

17.0 INTENTIONALLY OMITTED

18.0 INTENTIONALLY OMITTED

19.0 ADDITIONAL WORK

Upon the written request of the County Project Director made at any time and from time to time during the Term of the Agreement, Contractor shall use Reasonable Best Efforts to provide to County all requested Additional Work, which includes (1) Professional Services, including but not limited to the development of Additional System Software, additional custom programming, modifications, enhancements, interfaces, and data conversions, and (2) Maintenance Services for Additional Hardware, Additional Software, and Additional System Software. Such Additional Work shall be provided in accordance with Paragraph 5.3 (Additional Work) of the Agreement. Contractor's ability to update and alter the software will be limited. Certain core software modifications will not be possible using Reasonable Best Efforts even if such

changes are required to comply with laws or other requirements. Certain configuration updates and alterations may not be possible using Reasonable Best Efforts even if such changes are required to comply with laws or other requirements.

DRAFT

November 17, 2020

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

Dear Supervisors:

**AMEND SECTION 2.34.190 OF COUNTY CODE TO INCREASE
THE CARRY CONCEALED WEAPON LICENSE APPLICATION FEE**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) requests that the Board amend Section 2.34.190 of the County Code to increase the Carry Concealed Weapon (CCW) license application fee from \$66 to \$150.

IT IS RECOMMENDED THAT THE BOARD:

Approve for introduction an ordinance amending Section 2.34.190 of Title 2, Administration, of the County Code to increase the CCW license application fee from \$66 to \$150, payable in a \$30 payment for initial application screening and a subsequent \$120 payment applicable solely to screened initial applications accepted for further processing.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will increase the CCW license application fee from \$66 to \$150. The current fee of \$66 has been in effect since November 6, 1994. Increasing the amount to \$150 will greatly assist the Department in recovering costs associated with processing the CCW license applications.

The increased fee has been reviewed by the County Auditor-Controller, who confirmed the proposed fee offsets, but does not fully recover the Department's actual cost of \$340.56 associated with license issuance. However, the fee is being adjusted to align with fees currently charged by local law enforcement agencies. For comparison purposes, San Bernardino County Sheriff's Department currently charges a fee of \$156 and Orange County Sheriff's Department charges a fee of \$169.

Implementation of Strategic Plan Goals

This request conforms to the County's Strategic Plan Goal 1, Make Investments That Transform Lives, by aggressively addressing society's most complicated social, health and public safety challenges. In addition, this request also conforms to the County's Strategic Plan Goal 3, Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

The Department plans to gradually increase the cost associated with the issuance of CCW licenses over several years in order to avoid a drastic increase in one year. If approved, the revenue generated from the increased CCW license application fee will partially offset ongoing costs associated with the issuance of CCW licenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CCW license application fee is a regulatory fee associated with the Department's processing of CCW license applications. The proposed ordinance will increase the CCW license application fee from \$66 to \$150, payable in two separate payments. The first payment will be in the amount of \$30, non-refundable, payable by any initial applicant at the time of filing the application for approval or rejection screening. Applicants whose initial application have been duly screened and accepted for further processing will be charged a second payment of \$120 for further processing. The additional fees for Live Scan and firearms training will be the responsibility of the applicant.

The proposed ordinance has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow for the Department to recover a larger portion of the total cost for processing CCW license applications. No other County departments are impacted by this request.

The Honorable Board of Supervisors
November 17, 2020
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CONCLUSION

Upon Board approval, please return a certified copy of the adopted Board letter and two original signed ordinances to the Undersheriff's Office.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

DRAFT

AV:TKM:jc
(Office of the Undersheriff)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Acting Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Jesus Carrasco, Lieutenant, Office of the Undersheriff
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy ASD
(Ordinance – Carry Concealed Weapon Ordinance 11-17-20)

ANALYSIS

This Ordinance amends Title 2 – Administration of the Los Angeles Code by amending Section 2.34.190 to increase the concealed weapon license application fee from \$66.00 to \$150.00, payable in two payments of \$30.00 and \$120.00.

MARY C. WICKHAM
County Counsel

By


MICHELE J. JACKSON
Senior Deputy County Counsel
Sheriff's Services Division

MJM:js

Requested: 7/7/20

Revised: 9/1/20

DRAFT

ORDINANCE NO.

An ordinance amending Title 2 – Administration of the Los Angeles County Code, relating to increase the concealed weapon license application fee.

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

SECTION 1. Section 2.34.190 is hereby amended to read as follows:

2.34.190 - Concealed weapon license application fee.

The sheriff shall charge and collect from each applicant for a new license to carry a pistol, revolver or other firearm capable of being concealed upon the person, a concealed weapon application processing fee of ~~\$66.00~~150.00 in addition to any fees charged by the department of justice for record checks or by the county for fingerprinting, photographs, and clearance checks. The application processing fee shall be payable in two payments of ~~\$40.00~~30.00 and ~~\$56.00~~120.00 each. The initial payment of ~~\$40.00~~30.00 shall be nonrefundable and paid upon submission of the application for screening for acceptance or rejection. The follow-up payment of ~~\$56.00~~120.00 shall be paid following screening and acceptance of the application for further processing, at which time the additional specified fees applicable to initial and renewal application shall also be paid.

[234190MJCC]