



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

REVISED

DATE: October 6, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

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

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**

2. **INFORMATIONAL ITEM(S):**
(5 minutes)

A) Board Letter:

APPROVAL TO ENTER INTO A SOLE SOURCE AGREEMENT WITH
FIREEYE, INC. TO PROVIDE CYBERSECURITY INCIDENT
RESPONSE SERVICES

CEO/OCIO – Peter Loo, Acting Chief Information Officer;
Lillian Russell, Chief Privacy Officer; and
Jeffrey Aguilar, Acting Chief Information Security Officer

CONTINUED ON PAGE 2

- B) Board Letter:
APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 79015 WITH DATAWORKS PLUS, LLC TO PROVIDE AN ENHANCED PREVENTIVE MAINTENANCE PROGRAM FOR THE DEPARTMENT'S CRIMINAL BOOKING SYSTEM
LASD – Lt. Derek Sabatini, Project Manager and Angelo Faiella, Contracts Manager
- C) Board Letter:
TREATMENT OF CERTAIN RESTORATIVE CONTRIBUTIONS UNDER THE DEFINED CONTRIBUTION PLANS
CEO/BENEFITS – Susan Moomjean, CEO Manager and Kimberly Burch-Garcia, Principal Analyst
- D) Board Memo:
ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT, LLC (FORMERLY VERTIBA LLC) FOR THE LICENSING, DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE AND SUPPORT OF A CLIENT CASE MANAGEMENT SYSTEM (CCMS)
APD – Erika Anzoategui, Director; Jane Yang, Division Chief; and Jordan Yerian, Deputy Alternate Public Defender

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/6/2021	
BOARD MEETING	10/19/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All.	
DEPARTMENT	Chief Executive Office, Office of the Chief Information Officer	
SUBJECT	Cybersecurity Incident Response Sole Source Agreement with FireEye Inc.	
PROGRAM	Chief Executive Office, Office of the Chief Information Officer	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: CEO believes that a sole source agreement is the best option to obtain immediate cybersecurity incident response services the County currently needs.	
DEADLINES/ TIME CONSTRAINTS	N/A.	
COST & FUNDING	Total cost: Mandiant Agreement: [\$375k]	Funding source: CEO Operating Budget
	TERMS (if applicable): One (1) year at \$125,000 with option to extend this Contract term for up to two (2) additional one-year extensions at \$125,000 per year, for a maximum total Contract term of three (3) years totaling \$375,000.	
	Explanation: The maximum amount of the Contract shall be \$375,000. CEO is also requesting Delegated Authority to use \$250,000 per year in Pool Dollars for emergency cybersecurity incident response services in case the original annual amounts are exhausted.	
PURPOSE OF REQUEST	When a cybersecurity incident occurs, it is essential that the County have immediate access to specialized, highly skilled professionals who are trained in cyber-forensics and cybersecurity incident response. Immediate response and timely remediation to cybersecurity incidents minimizes the impacts to County technology systems, operations, and potential disruption of services. Resources provided through this contract will assist the County in identifying the root cause of cybersecurity incidents, containment, remediation, and restoration of technology systems to ensure continuous operations and services.	
BACKGROUND (include internal/external issues that may exist)	CEO has attempted to engage appropriate cybersecurity incident response service providers for the past three years without being able to negotiate and execute an agreement. In May 2018, CEO released a Request for Statement of Qualifications for Security Incident Response Services. Although multiple firms expressed interest in this solicitation, the County did not receive any Statements of Qualifications from contractors. Discussions with potentially interested contractors indicated that the non-negotiable standard County contracting language in the master agreement was not conducive to providers of these services due to the County's limitation of liability clauses and certain areas related to proprietary information and tools.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Peter Loo, Acting Chief Information Officer, CEO/OCIO, 213-253-5627, Ploo@cio.lacounty.gov Lillian Russell, Chief Privacy Officer, (213) 351-5363, lrussell@ceo.lacounty.gov Jeffrey Aguilar, Acting Chief Information Security Officer, 213 253-5659, jaguilar@cio.lacounty.gov 	



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles

CHIEF EXECUTIVE OFFICE

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

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

October 19, 2021

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

Dear Supervisors:

APPROVAL TO ENTER INTO A SOLE SOURCE AGREEMENT WITH FIREEYE, INC. TO PROVIDE CYBERSECURITY INCIDENT RESPONSE SERVICES

(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)

SUBJECT

The Office of the Chief Information Officer (OCIO) is requesting approval of a sole source agreement with FireEye, Inc. to provide cybersecurity incident response services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Chief Executive Officer (CEO), or designee, to execute a sole source agreement with FireEye, Inc. to provide cybersecurity incident response services for a one-year term, and up to two one-year renewal options, for a total of three years with a contract sum of \$125,000 for each year and a total maximum contract sum of \$375,000.
2. Delegate authority to the CEO, or designee, to execute amendments to the agreement to exercise the options to extend the term of the agreement; add, delete, and/or change terms and conditions as mandated by the County of Los Angeles (County) policy, the County Board of Supervisors (Board) and/or CEO; or align the agreement with County standards and needs, including but not limited to business workflows, protocols, and policies.

3. Delegate authority to the CEO, or designee, to approve and execute amendments to the agreement as necessary, for use of Pool Dollars not to exceed \$250,000 for each year of the contact term, to utilize additional emergency cybersecurity services should the initial \$125,000 per year funding be exhausted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

When a cybersecurity incident occurs, it is essential that the County have immediate access to specialized, highly skilled professionals who are trained in cyber-forensics and cybersecurity incident response. Immediate response and timely containment and remediation of cybersecurity incidents minimizes the impacts to County technology systems, operations, and potential disruption of services. Resources provided through this agreement will assist the County in rapidly identifying the root cause of cybersecurity incidents, containment, remediation, and restoration of technology systems to ensure continuous operations and services.

IMPLEMENTATION OF STRATEGIC PLANNING GOALS

The recommended action supports Strategy III.3, *Pursue Operational Effectiveness, Fiscal Responsibility and Accountability* of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum contract sum of the agreement is \$375,000 (\$125,000 per year) over the three-year term and will be funded by CEO's operating budget. The CEO is also seeking delegated authority to amend the contract and use up to \$250,000 Pool Dollars per year, as necessary to support emergency cybersecurity incident response activities should the initial funding be exhausted.

Should the County not experience a cybersecurity incident requiring the activation of this agreement the \$125,000 annual cost will be used for cybersecurity services such as incident response training or cybersecurity assessments of County systems.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The enclosed agreement includes all County required provisions, including the most recent provisions, with changes to certain provisions related to requirements that are not applicable to FireEye, Inc's services. The agreement also includes the County's Information Security and Privacy exhibit ensuring that FireEye, Inc. protects County information commensurate with the services provided and information to which they may come into contact.

One key aspect of the agreement is the up-front payment of \$125,000 to FireEye, Inc. for the purchase of 125 Service Units (Units). The purchase of these Units ensures the County that FireEye, Inc. will have resources available on short notice to respond to any cybersecurity incident to which the County should need the specialized assistance of FireEye, Inc. If at the end of each year of the contract term the County has not used the Units for a cybersecurity incident, these Units will be converted to other services provided by FireEye, Inc., including but not limited to, specialized cybersecurity training or assessments. This type of arrangement is standard business practice for such service providers.

There are a number of adjustments to the County's standard risk management provisions:

1. The agreement includes a \$5,000,000 cyber liability insurance requirement and a \$5,000,000 limitation of liability.
2. Contractor shall also retain all intellectual property rights for all tools and products use to deliver the services under the agreement. Certain provisions have been modified in this agreement due to the nature of the services provided and how the resulting information may be used. FireEye, Inc. will own any resulting indicators of compromise FireEye, Inc. discovers in the cybersecurity investigation which is standard business practice. FireEye, Inc. customers and the general cybersecurity community will benefit from FireEye, Inc's use of the indicators through FireEye, Inc's practice of sharing such indicators with the cybersecurity industry as a whole.

CEO Risk Management has reviewed and approved these revisions and the attached agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

The CEO filed an advance notification of intent to enter into negotiations for a sole source contract for cybersecurity services on October 8, 2020. Contract negotiations began in January 2021 and concluded August 26, 2021.

CEO has evaluated and determined that the County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreement. This incident response services agreement is exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

The Honorable Board of Supervisors
10/19/2021
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will have no impact to current services.

CONCLUSION

The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to the OCIO.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:TJM
PL:JA:jmn

Enclosure

c: Executive Office, Board of Supervisors
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FIREEYE, INC. dba MANDIANT

FOR

CYBERSECURITY INCIDENT RESPONSE SERVICES

TABLE OF CONTENTS

1.	STANDARD EXHIBITS	V
2.	UNIQUE EXHIBITS	V
1	APPLICABLE DOCUMENTS	1
2	DEFINITIONS	2
3	WORK	4
4	TERM OF CONTRACT	4
5	CONTRACT SUM	5
5.1	Total Contract Sum	5
5.2	Written Approval for Reimbursement	5
5.3	(Intentionally omitted)	5
5.4	No Payment for Services Provided Following Expiration - Termination of Contract	5
5.5	Invoices and Payments	5
5.6	County Approval of Invoices	6
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	6
6	ADMINISTRATION OF CONTRACT – COUNTY	7
6.1	County Administration	7
6.2	County’s Project Director	7
6.3	County’s Project Manager	7
6.4	County’s Contract Project Monitor	7
7	ADMINISTRATION OF CONTRACT – CONTRACTOR	7
7.1	Contractor Administration	7
7.2	Contractor’s Project Manager	8
7.3	Approval of Contractor’s Staff	8
7.4	Contractor’s Staff Identification	8
7.5	Background and Security Investigations	8
7.6	Confidentiality	9
8	STANDARD TERMS AND CONDITIONS	9
8.1	Amendments	9
8.2	Assignment and Delegation/Mergers or Acquisitions	10
8.3	Authorization Warranty	10
8.4	Budget Reductions	11
8.5	(Intentionally omitted)	11
8.6	Compliance with Applicable Law	11

TABLE OF CONTENTS

8.7	Compliance with Civil Rights Laws	11
8.8	Compliance with the County's Jury Service Program	12
8.9	Conflict of Interest	13
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	13
8.11	Consideration of Hiring GAIN-GROW Participants	13
8.12	Contractor Responsibility and Debarment	14
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	15
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	15
8.15	County's Quality Assurance Plan	16
8.16	Damage to County Facilities, Buildings or Grounds	16
8.17	Employment Eligibility Verification	16
8.18	Counterparts and Electronic Signatures and Representations	17
8.19	Fair Labor Standards	17
8.20	Force Majeure	17
8.21	Governing Law, Jurisdiction, and Venue	18
8.22	Independent Contractor Status	18
8.23	Indemnification	18
8.24	General Provisions for all Insurance Coverage	19
8.25	Insurance Coverage	21
8.26	Intentionally Omitted	23
8.27	Nondiscrimination and Affirmative Action	23
8.28	Non Exclusivity	24
8.29	Notice of Delays	24
8.30	Notice of Disputes	24
8.31	Notice to Employees Regarding the Federal Earned Income Credit	24
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law	24
8.33	Notices	24
8.34	Prohibition Against Inducement or Persuasion	25
8.35	Public Records Act	25
8.36	Publicity	25
8.37	Record Retention and Inspection-Audit Settlement	25
8.38	Recycled Bond Paper	26
8.39	Subcontracting	26
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	27

TABLE OF CONTENTS

8.41	Termination for Convenience	27
8.42	Termination for Default	28
8.43	Termination for Improper Consideration	29
8.44	Termination for Insolvency	29
8.45	Termination for Non-Adherence of County Lobbyist Ordinance	30
8.46	Termination for Non-Appropriation of Funds	30
8.47	Validity	30
8.48	Waiver	30
8.49	Warranty Against Contingent Fees	30
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	31
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	31
8.52	Time Off for Voting	31
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking	31
8.54	(Intentionally omitted)	31
8.55	Compliance with Fair Chance Employment Practices	31
8.56	Compliance with the County Policy of Equity	32
8.57	Prohibition from Participation in Future Solicitation(s)	32
9	UNIQUE TERMS AND CONDITIONS	32
9.1	(Intentionally omitted)	32
9.2	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	32
9.3	Ownership of Materials; Warranties	32
9.4	Patent, Copyright and Trade Secret Indemnification	34
9.5	(Intentionally omitted)	35
9.6	(Intentionally omitted)	35
9.7	(Intentionally omitted)	35
10	SIGNATURES	35

TABLE OF CONTENTS

1. STANDARD EXHIBITS

- A Statement of Work
- B Expertise On Demand List of Available Services
- C Contractor's EEO Certification
- D County's Administration
- E Contractor's Administration
- F Contractors Acknowledgement and Confidentiality Agreement
- G Jury Service Ordinance
- H Safely Surrendered Baby Law

2. UNIQUE EXHIBITS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) AGREEMENT

- I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

SECURITY AND PRIVACY EXHIBIT

- J Information Security and Privacy Requirements

COUNTY TRAVEL REQUIREMENTS

- K Travel Related Expenses and Milage Rates

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FIREEYE, INC. dba MANDIANT
FOR
CYBERSECURITY INCIDENT RESPONSE SERVICES**

This Contract ("Contract") is made and entered into by and between the County of Los Angeles, hereinafter referred to as County and FireEye, Inc., hereinafter referred to as "Contractor". FireEye, Inc. is located at 601 McCarthy Blvd, Milpitas, CA 95035.

RECITALS

WHEREAS, the County may contract with private businesses for Cybersecurity Incident Response Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Cybersecurity Incident Response Services;

WHEREAS, the County is authorized by California Government Code Section 3100 to contract for special services;

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer (CEO) or her designee to execute and administer this Contract; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1.1 Exhibit A - Statement of Work
- 1.1.2 Exhibit B - Expertise On Demand List of Available Services
- 1.1.3 Exhibit C - Contractor's EEO Certification
- 1.1.4 Exhibit D - County's Administration
- 1.1.5 Exhibit E - Contractor's Administration
- 1.1.6 Exhibit F - Contractors Acknowledgement and Confidentiality Agreement
- 1.1.7 Exhibit G - Jury Service Ordinance
- 1.1.8 Exhibit H - Safely Surrendered Baby Law

Unique Exhibits:

Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

- 1.1.9 Exhibit I - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Security and Privacy

- 1.1.10 Exhibit J - Information Security and Privacy Requirements

County Travel Requirements

- 1.1.11 Exhibit K Travel Related Expenses and Milage Rates

2 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
 - 2.1.1 **Annual Subscription Period:** One year from the initial date of the execution of this agreement or each subsequent extension of this agreement.
 - 2.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
 - 2.1.3 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
 - 2.1.4 **Contractor Materials:** All Contractor proprietary materials, intellectual property related to Products or Subscriptions, (such as all rights in any software incorporated into a Product or Subscription, copyrights, and patent, trade secret and trademark rights related to Products, and screens associated with Products or Subscriptions), Documentation, any hardware and/or software used by Contractor in performing Services or providing Subscriptions, Contractor's

processes and methods (including any forensic investigation processes and methods), Indicators of Compromise, materials distributed by Contractor during Training, and any Contractor templates and/or forms, including report and presentation templates and forms. Contractor Materials does not include Third Party Materials.

- 2.1.5 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.6 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.7 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.9 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 **Deliverables:** the written reports that are created specifically for County as a result of the Professional Services provided hereunder.
- 2.1.12 **Documentation:** The user manuals generally provided in writing by Contractor to end users of the Products and Subscriptions in electronic format, as amended from time to time by Contractor.
- 2.1.13 **Fees:** The prices set forth in each Work Order and/or Statement of Work, as applicable.
- 2.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 **Indicators of Compromise or Indicators:** Specifications of anomalies, configurations, or other conditions that Contractor can identify within an information technology infrastructure, used by Contractor in performing Professional Services and providing Subscriptions.
- 2.1.16 **Intellectual Property Rights:** Copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.
- 2.1.17 **Pool Dollars:** As used herein, the term "Pool Dollars" shall mean the maximum amount allocated under this Contract for the provision by Contractor of additional work, approved by County in accordance with the terms of this Contract.

- 2.1.18 **Professional Services:** Including but not limited to, those security consulting services, support services and training provided by Contractor under a Statement of Work and/or set forth on a Work Order, which may consist of Product-related services such as deployment, configuration or installation services; proactive security consulting such as penetration testing, vulnerability assessments or compromise assessments; or incident response or other remediative services.
- 2.1.19 **Statement of Work or SOW:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services .
- 2.1.20 **Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.
- 2.1.21 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.22 **Third Party Materials:** Software or other components that are licensed to Contractor by third parties for use in Contractor Services.
- 2.1.23 **Work Order:** A written purchase order or similar ordering document, signed or submitted to Contractor by County and approved by Contractor, under which County agrees to purchase Offerings.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.1.1 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year commencing after execution by the County, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year extensions, for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the CEO or her designee.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 4.3 The Contractor shall notify County Project Director when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County

Project Director at the address herein provided in Exhibit D - County's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The maximum amount of the Contract shall be \$375,000, including Pool Dollars for the term of this Contract as set forth in Paragraph 4 - TERM OF CONTRACT. Any costs incurred to complete this project in excess of the maximum not to exceed cost will be borne by the Contractor. The County shall pay Contract \$125,000 as consideration for the services described in Exhibit A Statement of Work. The County is not obligated or required to execute Work Orders that are beyond the initial \$125,000. Any use of Pool Dollars is at the County's sole discretion.
- 5.1.2 The County reserves the right to prepare and execute a written Change Order for any expenditure of Pool Dollars for additional work, as approved by the County in accordance with the terms of this Contract. Change Orders are completed for work not originally anticipated or were not fully defined at the time of contract execution. Change Orders may be prepared and executed by the County Project Director or designee and Contractor Project Director or designee. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director.

5.2 Written Approval for Reimbursement

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

5.3 (Intentionally omitted)

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include

the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit A – Statement of Work and Exhibit B - Pricing Schedule and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work. Full payment to Contractor shall be made in US currency, in immediately available funds, within sixty (60) days of the date each invoice is received by the County. Any delay beyond sixty (60) days, Contractor shall contact the County to negotiate resolution of payment.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit A – Statement of Work and Exhibit B - Pricing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work, Exhibit B - Expertise On Demand List of Available Services and any executed Work Orders describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 For time and material services, the Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service for any executed Work Orders.
- 5.5.5 All invoices under this Contract shall be submitted via email to the Contract Project Monitor identified in Exhibit D - County Administration.

5.6 County Approval of Invoices

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

- 5.6.1 (Intentionally omitted)
- 5.6.2 (Intentionally omitted)

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under any Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller.
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the Auditor-Controller determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment

method designated by the Auditor-Controller is not feasible and an alternative is necessary. The Auditor-Controller, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

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

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

6.3 County's Project Manager

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

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

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

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

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

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

7.3 Approval of Contractor's Staff

- 7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager; provided, however, that Contractor shall not be liable for delay resulting from replacement of Contractor staff pursuant to County's request.

7.4 Contractor's Staff Identification

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
- 7.4.2 All of Contractor's employees assigned to County facilities are required to have a County Visitor Identification (ID) badge on their person and visible at all times.
- 7.4.3 Contractor is responsible to ensure that employees obtain a County Visitor ID badge upon arrival at a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County Visitor ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County Visitor ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1 To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors assigned to activities covered under this contract as appropriate to their role, with access to County Information for potential security risks. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information. Contractor agrees to provide the County Chief Information Security Officer with a detailed description of their Background investigation process and disqualification criteria.
- 7.5.2 County, in its sole discretion, may immediately deny or terminate access to county information and/or facilities to any member of Contractor's staff conduct is incompatible with County Policy.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance

with the terms and conditions of this Contract; however, Contractor will not be responsible for delays related to such disqualification and restaffing under Paragraph 7.5.2.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 County shall maintain the confidentiality of all Contractor information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality. Subject to the provisions of Paragraph 8.35.
- 7.6.3 Contractor shall indemnify defend, and hold harmless County, its officers employees and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers employees, agents, or Subcontractors, to comply with this Paragraph 7.6 - Confidentiality as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 - 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.4 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.5 Contractor shall sign and adhere to the provisions of the Exhibit F - Contractor Acknowledgement and Confidentiality Agreement

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by CEO or her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or

Chief Executive Officer as mutually agreed to by the Contractor. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by CEO or her designee.

- 8.1.3 The CEO or her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - TERM OF CONTRACT. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by CEO or her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. In the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and

that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

8.5 (Intentionally omitted)

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor 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 Paragraph 8.6 - 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G - Jury Service Ordinance and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

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

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

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

remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a Contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative 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 the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- 8.13.1 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 H - Safely Surrendered Baby Law, 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 <http://www.babysavela.org>.

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor upon demand.

8.17 Employment Eligibility Verification

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

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

- 8.18.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 8.18.2 The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 - Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). The parties agree that the COVID-19 pandemic is not a force majeure event subject to all County and State Health Orders.
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event. Where County's failure to pay arises out of a force majeure event, County agrees to use commercially reasonable efforts to pay Contractor pursuant to this Contract

and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the 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 the County and the 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.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The 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 employment-related taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 - Confidentiality.

8.23 Indemnification

- 8.23.1 The Contractor shall indemnify defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.
- 8.23.2 **Indemnification Process.** The County will notify Contractor (i) within a reasonable period of receiving notice of any claim in writing of such action; (ii) not entering into any settlement or compromise of any such action without County's prior written consent; and (iii) providing reasonable assistance requested by Contractor.
- 8.23.3 **Limitation of Monetary Damages.** Except for liability arising under the indemnification obligations set forth in Paragraph 8.6.2 and Paragraph 9.4.1,

and notwithstanding any other provisions of this contract or any order or statement of work, contractor's total liability arising out of this contract, the offerings, the contractor materials and deliverables shall be limited to \$5,000,000.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County Project Manager identified in Exhibit D: County's Administration and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, and its NAIC (National Association of Insurance Commissioners) identification number.

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

8.24.2.5 Certificates and copies of any required endorsements shall be sent to the County Project Manager as identified in Exhibit D: County's Administration.

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide evidence that it maintains the Required Insurance may constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. After parties meet and confer, County, may obtain damages from Contractor resulting from said breach, including purchasing the Required Insurance.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County 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.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies 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.

8.24.14 Intentionally Omitted

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also 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.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Professional Liability-Errors and Omissions**

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

8.25.4.2 **Technology Errors & Omissions Insurance**

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

8.25.4.3 **Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$ 5,000,000 per claim and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption;

any other liability or risk that arises out of the Contract. The Contractor shall provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Intentionally Omitted

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State 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.
- 8.27.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 - Nondiscrimination and Affirmative Action when so requested by the County. Parties shall meet and confer to determine the scope of accessible records and any confidential treatment, if applicable.
- 8.27.7 If the County finds that any provisions of Paragraph 8.27 - Nondiscrimination and Affirmative Action have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has

violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

- 8.30.1 The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the CEO, or designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

- 8.31.1 The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.32.1 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 H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.33 Notices

- 8.33.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be mailed by first-class registered or certified mail, postage prepaid and a courtesy copy sent via secure email, addressed to the parties as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County Project

Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 Prohibition Against Inducement or Persuasion

- 8.34.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party 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.

8.35 Public Records Act

- 8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 - Record Retention and Inspection-Audit Settlement of this Contract; become the exclusive property of the 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". The 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.
- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.36.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.36.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 - Publicity shall apply.

8.37 Record Retention and Inspection-Audit Settlement

- 8.37.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and

complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. Contractor shall bear all expenses for access to, duplication and/or transcription of such material. Parties shall meet and confer to determine the scope of the records to be inspected and any confidential treatment, if applicable.

- 8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.37 - Record Retention and Inspection-Audit Settlement shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the parties shall meet and confer to throughout the audit process and the difference shall be either: a) repaid by the Contractor to the County upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

- 8.39.2 If the Contractor desires to Subcontract, the Contractor shall provide the following information promptly at the County's request:
- 8.39.2.1 A description of the work to be performed by the Subcontractor;
 - 8.39.2.2 A draft copy of the proposed Subcontract; and
 - 8.39.2.3 Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding the County's approval of the Contractor's proposed Subcontract.
- 8.39.5 The County's consent to Subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any Subcontract and Subcontractor employees. After approval of the Subcontract by the County, Contractor shall forward a fully executed Subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to Subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to the County Project Manager as identified in Exhibit D: County's Administration.

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

- 8.40.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated

and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.41.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.41.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.37 - Record Retention and Inspection-Audit Settlement.
- 8.41.4 If County terminates a Subscription for convenience before the end of the then-current Annual Subscription Period, County will pay any remaining fees owing for the remainder of the then-current Annual Subscription Period within thirty (30) days of the effective date of termination.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.42.1.1 Contractor has materially breached this Contract and has not cured such breach within 15 business days of notice of the breach; or
 - 8.42.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.42.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and/or services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and/or services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the

Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods and/or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of Paragraph 8.42 - Termination for Default it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 - Termination for Default or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience (for which the Annual Subscription Fee is non-refundable and non-cancellable).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 - Termination for Default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

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

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.44.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if one of the following occurs in combination with an announcement that Contractor will no longer support the services purchased by County:
 - 8.44.1.1.1 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.44.1.1.2 The appointment of a Receiver or Trustee for the Contractor; or

8.44.1.1.3 The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

8.47.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 Waiver

8.48.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 - Waiver shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

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

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

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

- 8.50.1 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.

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

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 - Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time Off for Voting

- 8.52.1 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.

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

- 8.53.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.53.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.53.3 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.

8.54 (Intentionally omitted)

8.55 Compliance with Fair Chance Employment Practices

- 8.55.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may

constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

- 8.57.1 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 Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 (Intentionally omitted)

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I - Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA") in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I, - Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

9.3 Ownership of Materials

- 9.3.1 Ownership of Contractor Materials; Restrictions. All Intellectual Property Rights in Contractor Materials, Products, Documentation, and Subscriptions belong exclusively to Contractor and its licensors. Except as otherwise provided, County will not (and will not allow any third party to): (i) disassemble, decompile,

reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Contractor Materials (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) sell, resell, distribute, sublicense or otherwise transfer, the Contractor Materials, or make the functionality of the Contractor Materials available to any other party through any means (unless otherwise Contractor has provided prior written consent), (iii) use the Contractor Materials or any Benchmarking in connection with the development of products, services or subscriptions that compete with the Contractor Materials; or (iv) reproduce, alter, modify or create derivatives of the Contractor Materials. Between County and Contractor, Contractor shall retain all rights and title in and to any Indicators of Compromise Contractor developed by or for Contractor in the course of providing Subscriptions or performing Services, but County shall have a full right and license to use such Indicators of Compromise as provided for in Paragraph 9.3.2. To the extent any of Contractor Materials, Products, Deliverables, Documentation and Subscriptions incorporates County's materials, information and County Confidential Information, County will continue to maintain ownership of all Intellectual Property Rights, and there will be no transfer of ownership.

- 9.3.2 Third Party Materials. County acknowledges that Products and Subscriptions may include Third Party Materials. Contractor represents and warrants that these Third Party Materials will not diminish the license rights provided herein or limit County's ability to use the Products and Subscriptions in accordance with the applicable Documentation, and neither the inclusion of Third Party Materials in any Product or Subscription or use of Third Party Materials in performance of Services will create any obligation on the part of County to license Contractor's software or products under any open source or similar license.
- 9.3.3 Aggregated Data. County grants Contractor a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use data derived from use of the Offerings (the "Aggregated Data") for Contractor's business purposes, including the provision of Offerings to Contractor's other customers; provided the Aggregated Data is combined with similar data from other customers and not identifiable to County, any specific individual, or entity. The Aggregated Data will not be considered County Confidential Information.
- 9.3.4 **Professional Services.**
- 9.3.4.1 Subject to full payment for the Services to which a Deliverable relates, Contractor will (i) assign to County the copyrights in the Deliverable, with the exception of any Contractor intellectual property included therein; and (ii) grant to County a non-exclusive, royalty-free license to use any Contractor intellectual property incorporated into the Deliverable, solely as part of the Deliverable and not separate from the Deliverable, as necessary for County to make use of the Deliverable.
- 9.3.4.2 **County-Owned Property.** Subject to Exhibit J. Information Security and Privacy Requirements, County is and will remain, at all times, the sole and exclusive owner of the County-Owned Property (including, without limitation, any modification, compilation, derivative work of, and all intellectual property and proprietary rights contained in or pertaining thereto). Contractor will return or destroy all County-Owned Property upon the termination or expiration of the applicable SOW or Order. "County-Owned Property" means any technology,

software, algorithms, formulas, techniques or know-how and other tangible and intangible items that were owned by County, or developed by or for County prior to the SOW Effective Date that are provided by County to Contractor for incorporation into or used in connection with the development of the Deliverables or performance of Professional Services.

- 9.3.4.3 **County Responsibilities.** If the Services require the installation and use of Contractor equipment or software, County will facilitate the installation and shall provide physical space, electrical power, Internet connectivity and physical access as mutually agreed upon by the parties.
- 9.3.4.4 **Litigation Expenses.** If Contractor is required by applicable law, legal process or government action to produce information, documents or personnel as witnesses with respect to the Professional Services or this Agreement, such as by responding to one or more subpoenas, County may reimburse Contractor for any time and expenses (including without limitation reasonable external and internal legal costs) incurred to respond to the request, unless Contractor is itself a party to the proceeding or the subject of the investigation. The parties will meet and confer prior to seeking reimbursement for expenses, which shall be mutually agreed to by the parties. For avoidance of doubt, this paragraph is not intended to limit the County's rights in relation to indemnification under this agreement.
- 9.3.5 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 - Ownership of Materials shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright issued as of the date of delivery or performance, as applicable, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product;

- Replace the questioned equipment, part, or software product with a non-questioned item;
- Modify the questioned equipment, part, or software so that it is free of claims
- Require the return of such Contractor Materials or cease providing affected Subscriptions, Deliverables or Services, and refund to County, with respect to Subscriptions, a portion of any pre-paid Fees for such Subscriptions, prorated for any unused Annual Subscription Period, and with respect to Services, any pre-paid Fees for Services that have not been delivered.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned Subscription, Deliverables or Services, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended, including a manner not performed or expressly authorized by Contractor, or use of the Subscription, Deliverables, or Services other than in accordance with this Agreement and applicable Documentation.

9.5 (Intentionally omitted)

9.6 (Intentionally omitted)

9.7 (Intentionally omitted)

10 SIGNATURES

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

CONTRACTOR FireEye, Inc

Name

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/6/2021	
BOARD MEETING	10/19/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff	
SUBJECT	Approval of Amendment #2 to Agreement Number 79015 with DataWorks Plus, LLC.	
PROGRAM	Criminal Booking System (CBS)	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total Amendment Cost: \$2,590,000.00	Funding source: Automated Fingerprint Identification System (AFIS) Fund
	TERMS (if applicable): Initial term of six years following final system acceptance, with options to extend for four additional one-year periods. The term is unchanged by this proposed amendment.	
	Explanation: The amendment would increase the Contract Sum to \$20,102,392.89 from \$17,512,392.89 over the remaining term of ten years. This is a zero net-County-cost amendment. Funding for the proposed Amendment was approved by the Remote Access Network Board.	
PURPOSE OF REQUEST	To implement an Enhanced Preventive Maintenance program for the Department's recently replaced CBS live scan equipment.	
BACKGROUND (include internal/external issues that may exist)	An Enhanced Preventative Maintenance program is necessary to protect and prolong the service life of expensive and sensitive County-owned live scan equipment. The new equipment requires frequent servicing, as it is under continuous use 24 hours-per-day, 365 days-per-year. The proposed EPM program includes specific preventive maintenance to be performed by DataWorks during regularly scheduled site visits.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Lt. Derek Sabatini, Project Manager, (562) 345-4319, DSSabati@lasd.org • Angelo Faiella, Contracts Manager, (213) 229-3259, AFaiella@lasd.org 	

October 19, 2021

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 AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 79015 WITH DATAWORKS PLUS, LLC
TO PROVIDE AN ENHANCED PREVENTIVE MAINTENANCE PROGRAM FOR THE
DEPARTMENT'S CRIMINAL BOOKING SYSTEM
(ALL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board's approval and execution of Amendment Number Two (Amendment) to Agreement Number 79015 with DataWorks Plus, LLC (DataWorks) to increase the Maximum Contract Sum to provide an Enhanced Preventive Maintenance (EPM) program for the Department's newly replaced Criminal Booking System (CBS) live scan equipment.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair to authorize the Sheriff, or his authorized designee, to sign the attached Amendment to the Agreement with DataWorks to increase the Maximum Contract Sum by \$2,590,000 for a total Maximum Contract Sum not to exceed \$20,102,392.88 for the entire term of the Agreement. The proposed \$2,590,000 for the provision of an EPM program will be paid for with Automated Fingerprint Identification System (AFIS) funding at no cost to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these actions will allow DataWorks to implement an EPM program for the newly replaced CBS live scan equipment.

Under the current CBS Agreement, DataWorks agreed to provide preventive maintenance in accordance with schedules recommended by the original equipment manufacturers. The new live scan equipment requires more frequently scheduled routine preventive maintenance, as the equipment is under continuous use 24 hours-per-day, 365 days-per-year within an exposed environment. Live scan stations contain numerous complex components, some quite sensitive, that must all function reliably as an integrated system. Housekeeping personnel are instructed to not clean in proximity to the live scan stations to avoid accidental damage. Instead, cleaning the equipment and surrounding area is performed by DataWorks to avoid damage.

The proposed Amendment for an EPM program is necessary to protect this costly and sensitive County-owned equipment in order to prolong its service life. The EPM program includes specific preventive maintenance schedules (e.g., every 30 days for Tier 1 equipment and every 90 days for Tier 2 equipment), and prescribed tasks to be performed by DataWorks during site visits (e.g., clean and inspect all physical live scan components, spotlight and mugshot camera alignment, test all logon functionality within the CBS application, perform test booking transactions, printer inspections, clean all flooring and cabinets in and around the live scan equipment, etc.)

The Los Angeles County Regional Identification System (LACRIS) Unit is statutorily responsible for providing criminal identification services, including CBS functionality, to approximately 48 participating local law enforcement agencies within Los Angeles County. This responsibility includes maintaining the equipment at all locations that house the live scan equipment.

Implementation of Strategic Plan Goals

The Services provided under this Amendment support the County's Strategic Plan, Goal III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, and applications), including replacement of obsolete legacy systems.

FISCAL IMPACT/FINANCING

This is a zero net-County-cost Amendment. On March 27, 2021 funding for the proposed Amendment was approved by the Remote Access Network Board, which is

chaired by your designated Board Deputy.

The cost for the proposed EPM program is \$2,590,000. The Maximum Contract Sum allocated for the entire term of the Agreement is revised to \$20,102,392.88, to which the operations maintenance and support (OM&S) fees shall be applied as follows:

Description	Cost	Quantity	Extended Cost (Cost x Quantity)	Enhanced Preventative Maintenance Cost	Amended CBS Agreement Cost
One-time implementation costs:	\$181,000.00	1 Lot	\$181,000.00	NO ADDITIONAL COST	\$181,000.00
One-time HW and SW costs:	\$6,090,688.24	1 Lot	\$6,090,688.24	NO ADDITIONAL COST	\$6,090,688.24
Fixed annual operations maintenance and support (OM&S) costs:					
Year 1	\$0	Year 1	\$0	\$214,000.00	\$214,000.00
Year 2	\$873,640.00	Year 2	\$873,640.00	\$224,000.00	\$1,097,640.00
Year 3	\$873,640.00	Year 3	\$873,640.00	\$234,000.00	\$1,107,640.00
Year 4	\$873,640.00	Year 4	\$873,640.00	\$244,000.00	\$1,117,640.00
Year 5	\$873,640.00	Year 5	\$873,640.00	\$254,000.00	\$1,127,640.00
Year 6	\$873,640.00	Year 6	\$873,640.00	\$264,000.00	\$1,137,640.00
OM&S fees Option-term 1:	\$917,322.00	1yr	\$917,322.00	\$274,000.00	\$1,191,322.00
OM&S fees Option-term 2:	\$963,188.10	1yr	\$963,188.10	\$284,000.00	\$1,247,188.10
OM&S fees Option-term 3:	\$1,011,347.51	1yr	\$1,011,347.51	\$294,000.00	\$1,305,347.51
OM&S fees Option-term 4:	\$1,061,914.88	1yr	\$1,061,914.89	\$304,000.00	\$1,365,914.88
Contract Sum:			\$14,593,660.74	\$2,590,000.00	\$17,183,660.73
Pool Dollars @ 20% of Contract Sum:			\$2,918,732.16	NO ADDITIONAL COST	\$2,918,732.16
Maximum Contract Sum:			\$17,512,392.89		\$20,102,392.89

The Board-approved allocation of Pool Dollars remains unchanged from the original Agreement.

With your Board's approval of this Amendment Number Two, DataWorks will continue to be paid quarterly in arrears for all OM&S fees, as stated in the original Agreement, inclusive of the EPM services proposed in this Amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On 12/10/2019, your Board approved CBS Agreement Number 79015 with DataWorks for an agreement term commencing upon such execution, and continuing for an initial term of six years from the County's final acceptance of the CBS, with four additional one-year option terms, through a maximum term of ten years. The Agreement was secured using a competitive Request for Proposal solicitation which was published in June 2018.

County Counsel has reviewed and approved this Amendment as to form. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT)

components (management, design, development, acquisition, expansion or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO reviewed this Board letter and supporting documents and determined this recommendation action(s) does not constitute a new technology-related acquisition of hardware, software or professional services that would necessitate a formal written CIO Analysis. The OCIO completed a formal analysis in December 2019 for the original Agreement.

California Government Code Section 76102(a), which has existed in California since 1989, provides for the expenditure of AFIS funds for the purchase and maintenance of live scan equipment. This code was established to provide funding for the California Department of Justice biometric identification systems.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued delivery of mission-critical live scan services to the Department and to the 42 participating LACRIS agencies.

CONCLUSION

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

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
Acting Chief Information Officer

AV:AM:am
(Fiscal Administration Bureau-Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Lead Analyst, CEO
Anna Petrosyan, Analyst Assistant, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy DuPont, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Jorge Valdez, Chief of Staff
Eliezer Vera, Chief, Technology and Support Division (TSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Judy A. Anderson, Acting Commander, TSD
David Sum, Captain, TSD, Data Systems Bureau (DSB)
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Assistant Director, FAB
Derek Sabatini, Lieutenant, DSB, LACRIS
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, FAB, Contracts Unit (CU)
Christian Hai, Information Technology Specialist I, DSB, LACRIS
Stuart Suede, Information Technology Specialist I, DSB, LACRIS
Kristine D. Corrales, Deputy, ASD
Alejandra Madera, Senior Contracts Analyst, FAB, CU
(Contracts/Board Letter – DataWorks Plus for CBS)

**AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 79015
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

This Amendment Number Two (Amendment) to Agreement Number 79015 (Agreement) is made and entered into by and between County of Los Angeles (County) and DataWorks Plus, LLC (Contractor), effective upon execution by both parties.

- A. WHEREAS, on December 10, 2019, County and Contractor entered into the Agreement for a Criminal Booking System (CBS) Solution, with an Agreement term commencing upon execution, and continuing for an initial term of six years from the County's final acceptance of the CBS; and
- B. WHEREAS, on February 21, 2020, County and Contractor entered into Amendment Number One to: (1) delete Paragraph 1.3.17 (Change Order) of the Agreement, (2) update County-mandated provisions regarding Confidentiality and Security, (3) update Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) of the Agreement, and (4) amend and restate Exhibit F (Contractor Administration); and
- C. WHEREAS, County and Contractor desire to further amend the Agreement to: (1) increase the Maximum Contract Sum by \$2,590,000.00, for a total Maximum Contract Sum of \$20,102,392.88, to engage Contractor to provide an Enhanced Preventive Maintenance (EPM) program for the Department's live scan equipment; (2) amend and restate Paragraph 8.1.2 (Maximum Contract Sum) of the Agreement; (3) amend Exhibit A (Statement of Work) of the Agreement to update language regarding the EPM program requirements; (4) amend and restate Attachment A.4 (Equipment Location & Inventory) of the Agreement; (5) amend and restate Exhibit B (Price Schedule) of the Agreement; (6) amend and restate Exhibit C (Service Level Agreement) of the Agreement; (7) add Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement); (8) add Schedule C.6 (Materials and Tools/Equipment Requirements) to Exhibit C (Service Level Agreement); (9) update County-mandated provisions regarding Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List, and regarding Facsimile Representations; and (10) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s) 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. Paragraph 4.6 (Facsimile) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

4.6 Counterparts and Electronic Signatures and Representations

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature

**AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 79015
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 4.3 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

2. Paragraph 8.1.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum:

8.1.2 Maximum Contract Sum

- 8.1.1 The Maximum Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Services and other Work required or requested by County under this Agreement.
- 8.1.2 The Maximum Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Twenty Million, One Hundred and Two Thousand, Three Hundred Ninety-Two Dollars and Eighty-Eight Cents (\$20,102,392.88), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 4 (Changes to Agreement).
- 8.1.3 The Maximum Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under this Agreement, including all Solution components, Solution Implementation Services, OM&S and any Optional Work.
- 8.1.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent of the Contract Sum, including the Pool Dollars expenditures, authorized under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit E (County Administration).

**AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 79015
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

3. Paragraph 4.6 (Facsimile) only of Paragraph 4 (Changes to the Agreement) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

4.6 Counterparts and Electronic Signatures and Representations

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

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 4.3 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

4. Paragraph 37.1 (Consideration of Hiring County Employees Targeted for Layoffs) only of Paragraph 37 (Contract Hiring) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

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

Should Contractor require additional or replacement personnel after the effective date of this 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 cycle of this Agreement.

5. Paragraph 81 (Prohibition from Participation in Future Solicitation(s)) is added to the Agreement as follow to add the County-mandated provision:

81 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or sub-contractor (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

**AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 79015
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

6. Paragraph 1.4.2.2(1) only of Paragraph 1.4 (Project Goals, and Objectives) of Exhibit A (Statement of Work) is deleted in its entirety and replaced as follows:
 1. Ongoing maintenance, Preventive Maintenance (see Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement)), and support for all components;
7. Paragraph 2.1.12 (Preventive Maintenance Program) only of Paragraph 2.1 (Task 1 – Project Planning – Project Control Document (PCD)) of Exhibit A (Statement of Work) is deleted in its entirety and replaced as follows:

2.1.12 Preventive Maintenance Program – Contractor shall develop the Preventive Maintenance program in consultation with County Project Manager. The Program shall at minimum require Contractor to perform the requirements outlined in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement), to assure County a consistently high level of uninterrupted software and hardware operations throughout the Term of the Agreement.
8. Paragraph 2.49.1(a) only of Paragraph 2.49 (Task 14 – Ongoing Post-Implementation Maintenance and Support) of Exhibit A (Statement of Work) is deleted in its entirety and replaced as follows:
 - a. 24/7 maintenance and support/Preventive Maintenance for the entire CBS Solution from a fully staffed call center and help-desk operations, as specified in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement) of the Agreement;
9. Attachment A.4 (Equipment Locations and Inventory) to Exhibit A (Statement of Work) of the Agreement is deleted in its entirety and replaced with the revised Attachment A.4 (Equipment Locations, Inventory, and EPM Tiers).
10. Exhibit B (Pricing Schedule) of the Agreement is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule).
11. Exhibit C (Service Level Agreement) of the Agreement is deleted in its entirety and replaced with the attached Amended and Restated Exhibit C (Service Level Agreement).
12. Schedule C.5 (Enhanced Preventive Maintenance Requirements) to Exhibit C (Service Level Agreement) is added to the Agreement.
13. Schedule C.6 (Materials and Tools/Equipment Requirements) to Exhibit C (Service Level Agreement) is added to the Agreement.

**AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 79015
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

14. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement shall remain the same and in full force and effect.
15. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 79015
FOR CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Two to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number Two to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES
ALEX VILLANUEVA, SHERIFF

By: _____
TIMOTHY K. MURAKAMI,
UNDERSHERIFF

Signed and Effective Date: _____

DATAWORKS PLUS, LLC

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
CAMMY C. DuPONT
Principal Deputy County Counsel

ATTACHMENT A.4

Equipment Locations, Inventory, and EPM Tiers

AMENDED AND RESTATED UNDER AMENDMENT #2

Agency Name/Location	Address (Primary Sort)	Livescan Device/ General	Livescan Device/ Coroner	Livescan Device/ IRC (Pre-ID)	Mugshot Camera	Iris Camera	Printer/ Color	Light Fixtures & LED Bulbs	PM Tier	Notes
Inglewood PD	1 Manchester Blvd, Inglewood	1			1	1	1	3	1	
Inglewood Court	1 Regent Street, Inglewood	1			1	1	1	3	2	
Los Cerritos Court	10025 East Flower Street, Bellflower	1			1	1	1	3	2	
Lancaster Juvenile Justice Center	1040 West Avenue J, Lancaster	1			1	1	1	3	2	Under Construction -No Current Livescan
Downey PD	10911 Brookshire Ave, Downey	1			1	1	1	3	2	
LA Co Coroner's Office	1104 N Mission Rd, Los Angeles	1	1				1	0	1	
El Monte Court	11234 East Valley Blvd, El Monte	1			1	1	1	3	2	
Dept. of U.S. Veteran's Affairs	11301 Wilshire Blvd, #236 Los Angeles	1			1	1	1	3	2	
El Monte PD	11333 East Valley Blvd, El Monte	1			1	1	1	3	2	
LA Airport Court	11701 S La Cienega Blvd, Los Angeles	1			1	1	1	3	2	
Century Regional Detention Facility (LASD Intake)	11703 Alameda Street, Los Angeles	2			1	2	1	3	1	
Century Regional Detention Facility (LASD Juvenile)	11703 Alameda Street, Los Angeles	1			1	1	1	3	1	
Century Regional Detention Facility (LASD Release)	11703 Alameda Street, Los Angeles	2			1	2	1	3	1	
Century Regional Detention Facility (LASD Women)	11703 Alameda Street, Los Angeles	1			1	1	1	3	1	
Pacific Division (LAPD)	12312 Culver Blvd, Los Angeles	1			1	1	1	3	1	
Norwalk Sheriff's Station	12335 Civic Center Drive, Norwalk	1			1	1	1	3	1	
Records & Identification Bureau (PSU) (LASD)	12440 E. Imperial Hwy, Norwalk 1 st Floor	2			1		1	3	2	
LACRIS Central Site – Help Desk	12440 E. Imperial Hwy, Norwalk 4 th Floor						1	0	2	
LACRIS Test Environment	12440 E. Imperial Hwy, Norwalk 4 th Floor	2			1	2	1	3	2	Existing training location, to be moved to new location (see below)
LACRIS Training Room	12440 E. Imperial Hwy, Norwalk 4 th Floor	8			2	8	2	6	2	LACRIS training at new location, estimated occupancy September 2021
Hawthorne PD	12501 Hawthorne Blvd, Hawthorne	2			2	2	2	6	2	
Norwalk Court	12720 Norwalk Blvd, Norwalk	1			1	1	1	3	2	
Glendale PD	131 North Isabel Street, Glendale	1			1	1	1	3	1	
South LA Sheriff's Station	1310 West Imperial Hwy, Los Angeles	2			1	2	1	3	1	
Hollywood Division (LAPD)	1358 N Wilcox Ave, Los Angeles	2			1	2	1	3	1	
Marina Del Rey Sheriff's Station	13851 Fiji Way, Marina Del Rey	1			1	1	1	3	2	
Monrovia PD	140 Lime Ave, Monrovia	1			1	1	1	3	1	
South Pasadena PD	1422 Mission Street, South Pasadena	1			1	1	1	3	2	
West Covina Court	1427 West Covina Parkway, West Covina	1			1	1	1	3	2	
Van Nuys West Court	14400 Erwin Street Mall, Van Nuys	1			1	1	1	3	1	
Baldwin Park PD	14403 East Pacific Ave, Baldwin Park	1			1	1	1	3	1	
West Covina PD	1444 West Garvey Avenue South, West Covina	1			1	1	1	3	1	
Alhambra Court	150 Commonwealth Ave, Alhambra	1			1	1	1	3	2	
Industry Sheriff's Station	150 North Hudson Ave, City of Industry	2			1	2	1	3	1	
Glendora PD	150 South Glendora Ave, Glendora	1			1	1	1	3	1	
Eastlake Juvenile Court	1601 Eastlake Ave, Los Angeles	1			1	1	1	3	2	
Central Juvenile Hall	1605 Eastlake Ave, Los Angeles	1			1	1	1	3	2	
Barry J. Nidorf Juvenile Hall	16350 Filbert Street, San Fernando	1			1	1	1	3	2	
Gardena PD	1718 West 162nd Street, Gardena	1			1	1	1	3	1	
Metropolitan Detention Center (MDC) (LAPD Processing)	180 N. Los Angeles Street, Los Angeles	3			1	3	2	3	1	
Metropolitan Detention Center (MDC) (LAPD Registrant)	180 N. Los Angeles Street, Los Angeles	2			1	2	1	3	1	
Metropolitan Detention Center (MDC) (LAPD Segregated)	180 N. Los Angeles Street, Los Angeles	1			1	1	1	3	1	
Metropolitan Detention Center (MDC) (LAPD Segregated)	180 N. Los Angeles Street, Los Angeles	1			1	1	1	3	1	
Signal Hill PD	1800 E. Hill Street, Signal Hill	1			1	1	1	3	2	
Montebello PD	1800 West Beverly Blvd, Montebello	1			1	1	1	3	1	
Cal State Northridge	18111 Nordhoff Street, Northridge	1			1	1	1	3	2	
Cerritos Sheriff's Station	18135 Bloomfield Ave, Cerritos	1			1	1	1	3	1	
West Valley (LAPD)	19020 Vanowen Street, Reseda	1			1	1	1	3	2	
Metro Court	1945 S. Hill Street, Los Angeles	1			1	1	1	3	2	
Burbank PD	200 North 3rd Street, Burbank	1			1	1	1	3	1	
Compton Court	200 West Compton Blvd, Compton	1			1	1	1	3	2	
LA County Medical Center (LCMC)	2051 Marengo Street, Los Angeles	1			1	1	1	3	1	
La Verne PD	2061 Third Street, La Verne	1			1	1	1	3	1	
Pasadena PD Adult	207 North Garfield Ave, Pasadena	1			1	1	1	3	1	
Clara Shortridge Criminal Justice Center (CCB)	210 West Temple Street, Los Angeles	2			1	2	1	3	1	
LA District Attorney's Office	210 West Temple Street, Los Angeles 16 th Floor	1			1	1	1	3	2	
Alhambra PD	211 South 1st Street, Alhambra	1			1	1	1	3	1	
Carson Sheriff's Station	21356 South Avalon Blvd, Carson	1			1	1	1	3	1	
East Los Angeles Court	214 South Fetterly Ave, Los Angeles	1			1	1	1	3	2	
Avalon Sheriff's Station	215 Summer Ave, Avalon (Catalina Island via boat)	1			1	1	1	3	2	

ATTACHMENT A.4

Equipment Locations, Inventory, and EPM Tiers

AMENDED AND RESTATED UNDER AMENDMENT #2

Agency Name/Location	Address (Primary Sort)	Livescan Device/ General	Livescan Device/ Coroner	Livescan Device/ IRC (Pre-ID)	Mugshot Camera	Iris Camera	Printer/ Color	Light Fixtures & LED Bulbs	PM Tier	Notes
Topanga Division (LAPD)	21501 Schoenborn Street, Los Angeles	1			1	1	1	3	1	
Walnut Sheriff's Station	21645 Valley Blvd, Walnut	1			1	1	1	3	1	
Harbor - (LAPD)	2175 John S. Gibson Blvd, Los Angeles	2			2	2	2	6	1	
77th St (LAPD)	235 West 77th Street, Los Angeles	4			2	4	2	6	1	
Santa Clarita Valley Sheriff's Station	23747 W. Magic Mt. Parkway, Valencia	1			1	1	1	3	1	
Santa Clarita Court	23747 W. Valencia Blvd, Valencia	1			1	1	1	3	1	
Sierra Madre PD	242 West Sierra Madre Blvd, Sierra Madre	1			1	1	1	3	2	
Arcadia PD	250 West Huntington Drive, Arcadia	1			1	1	1	3	2	
Lomita Sheriff's Station	26123 Narbonne Ave, Lomita	1			1	1	1	3	2	
San Dimas Sheriff's Station	270 S. Walnut Ave, San Dimas	1			1	1	1	3	2	
Lost Hills Sheriff's Station	27050 Agoura Road, Agoura Hills	1			1	1	1	3	1	
Long Beach Court	275 Magnolia Ave, Long Beach	2			1	2	1	3	1	
Burbank Court	300 E. Olive Ave, Burbank	1			1	1	1	3	2	
Pasadena Court	300 E. Walnut Ave, Pasadena	1			1	1	1	3	2	
Monterey Park PD	310 West Newmark Ave, Monterey Park	1			1	1	1	3	2	
Torrance PD	3300 Civic Center Drive N, Torrance	1			1	1	1	3	1	
Santa Monica PD	333 Olympic Drive, Santa Monica	1			1	1	1	3	1	
Palos Verdes Estates PD	340 Palos Verdes Drive West, Palos Verdes Est.	1			1	1	1	3	2	
El Segundo PD	348 Main Street, El Segundo	1			1	1	1	3	2	
Baldwin Park School Police	3699 N. Holly Ave, Baldwin Park	1			1	1	1	3	2	
Long Beach East Patrol (Juvenile)	3800 E. Willow Street, Long Beach	1			1	1	1	3	2	
Pomona South Court	400 Civic Center Plaza, Pomona	1			1	1	1	3	2	
Long Beach PD Main	400 West Broadway, Long Beach	5			4	5	4	12	1	
Long Beach Records	400 West Broadway, Long Beach						1	0	2	
Redondo Beach PD	401 Diamond Street, Redondo Beach	1			1	1	1	3	1	
Culver City PD	4040 Duquesne Ave, Culver City	1			1	1	1	3	1	
Manhattan Beach PD	420 15 th Street, Manhattan Beach	1			1	1	1	3	1	
Antelope Valley Court	42011 4th St West, Lancaster	1			1	1	1	3	1	
Central Arraignment Court	429 Bauchet Street, Los Angeles	1			1	1	1	3	2	
Pretrial Services Probation	433 Bauchet Street, Los Angeles Rm 100	1			1	1	1	3	2	
Covina PD	444 North Citrus Street, Covina	1			1	1	1	3	1	
Inmate Reception Center (LASD Booking Front)	450 Bauchet Street, Los Angeles	1			1	1	0	3	1	
Inmate Reception Center (LASD Class Rear)	450 Bauchet Street, Los Angeles	3			2	3	1	9	1	
Inmate Reception Center (LASD Release)	450 Bauchet Street, Los Angeles	2		2	0	2	1	9	1	
Inmate Reception Center (LASD Segregated)	450 Bauchet Street, Los Angeles	1			1	1	2	3	1	
Crescenta Valley Sheriff's Station	4554 North Briggs Ave, La Crescenta	1			1	1	1	3	1	
Beverly Hills PD	464 North Rexford Drive, Beverly Hills	1			1	1	1	3	1	
Pomona PD	490 West Mission Blvd, Pomona	1			1	1	1	3	1	
Lancaster Sheriff's Station	501 West Lancaster Blvd, Lancaster	1			1	1	1	3	1	
East Los Angeles Sheriff's Station	5019 East 3rd Street, Los Angeles	1			1	1	1	3	1	
Irwindale PD	5050 North Irwindale Ave, Irwindale	1			1	1	1	3	2	
Lakewood Sheriff's Station	5130 North Clark Ave, Lakewood	1			1	1	1	3	1	
Hermosa Beach PD	540 Pier Ave, Hermosa Beach	1			1	1	1	3	2	
Claremont PD	570 West Bonita Ave, Claremont	1			1	1	1	3	1	
Hollywood Court	5925 Hollywood Blvd, Los Angeles	1			1	1	1	3	2	
Glendale Court	600 East Broadway, Glendale	1			1	1	1	3	2	
UCLA Security PD	601 Westwood Plaza, Los Angeles	1			1	1	1	3	2	
Valley Jail (LAPD)	6240 Sylmar Avenue, Van Nuys	4			2	4	3	6	1	
San Gabriel PD	625 S. Del Mar Ave, San Gabriel	1			1	1	1	3	2	
Bell PD	6326 Pine Ave, Bell	1			1	1	1	3	1	
Huntington Park PD	6542 Miles Ave, Huntington Park	1			1	1	1	3	1	
Pico Rivera Sheriff's Station	6631 Passons Road, Pico Rivera	1			1	1	1	3	1	
Bell Gardens PD	7100 Garfield Ave, Bell Gardens	1			1	1	1	3	1	
West Hollywood Sheriff's Station	720 N. San Vicente Blvd, West Hollywood	1			1	1	1	3	1	
Azusa PD	725 North Alameda Ave, Azusa	1			1	1	1	3	1	
Whittier PD	7315 S. Painter Ave, Whittier	1			1	1	1	3	1	
Palmdale Sheriff's Station	750 E. Avenue Q, Palmdale	1			1	1	1	3	1	
Downey Court	7500 E Imperial Hwy, Downey	1			1	1	1	3	2	
Torrance Court	825 Maple Street, Torrance	1			1	1	1	3	2	
South Gate PD	8620 California Ave, South Gate	1			1	1	1	3	1	
Temple Sheriff's Station	8838 E. Las Tunas Drive, Temple City	1			1	1	1	3	1	
San Fernando Court	900 3 rd Street, San Fernando	1			1	1	1	3	1	

ATTACHMENT A.4

Equipment Locations, Inventory, and EPM Tiers

AMENDED AND RESTATED UNDER AMENDMENT #2

Agency Name/Location	Address (Primary Sort)	Livescan Device/ General	Livescan Device/ Coroner	Livescan Device/ IRC (Pre-ID)	Mugshot Camera	Iris Camera	Printer/ Color	Light Fixtures & LED Bulbs	PM Tier	Notes
San Fernando PD	910 1 st Street, San Fernando	1			1	1	1	3	2	
Reserve hardware (At Contractor's Site)	Contractor's Local Office/Factory Storage	5	0	0	0	5	3	0		
Reserve hardware (On LACRIS premises)	LACRIS On-site Storage	5	0	0	5	5	5	15		
	LEGEND:	Same Address	Adjacent Address							
	ALL EQUIPMENT TOTALS	165	1	2	133	162	141	411	123	
Tier 1 = Monthly Preventative Maintenance Visit, Per Attachment XX	Tier 1 Counts	94	1	2	75	93	78	237	70	Column J = Number of Locations by Tier
	Tier 2 Counts	61	0	0	53	59	55	159	53	Column J = Number of Locations by Tier
	TIER TOTALS	155	1	2	128	152	133	396	123	

Exhibit B (Pricing Schedule)
Amended and Restated Under Amendment #2
SOW Deliverables

Proposer's Name:		DataWorks Plus, LLC					Proposer's Comments
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Proposer's Unit Price	Cost * (Qty x Unit Price)	
1	SOW Deliverables	Deliverable 1 – Project Control Document	1	LOT	\$ 10,000.00	\$ 10,000.00	
2		Deliverable 2 – Ongoing Project Management **	1	LOT	Included / Not Billable	\$ -	
3		Deliverable 3.1 – Requirements Review Report	1	LOT	\$ 5,000.00	\$ 5,000.00	
4		Deliverable 3.2 – Demonstration and Gap Analysis	1	LOT	\$ 15,000.00	\$ 15,000.00	
5		Deliverable 4 – Infrastructure and Technical Assessment	1	LOT	\$ 5,000.00	\$ 5,000.00	
6		Deliverable 5 – Implementation Assessment and Strategies	1	LOT	\$ 5,000.00	\$ 5,000.00	
7		Deliverable 6 – Customized COTS Solution Design Review and Final Design	1	LOT	\$ 5,000.00	\$ 5,000.00	
8		Deliverable 7.1 – Customization Environment Established	1	LOT	\$ 4,000.00	\$ 4,000.00	
9		Deliverable 7.2 – Customized COTS Solution Completed	1	LOT	\$ 5,000.00	\$ 5,000.00	
10		Deliverable 7.3 – Test Script Document Completed	1	LOT	\$ 15,000.00	\$ 15,000.00	
11		Deliverable 7.4 – Factory Acceptance Test Completed	1	LOT	\$ 10,000.00	\$ 10,000.00	
12		Deliverable 8.1 – Central Server Primary Site Set Up Completed	1	LOT	\$ 5,000.00	\$ 5,000.00	
13		Deliverable 8.2 – Livescan Devices Set Up Completed	1	LOT	\$ 25,000.00	\$ 25,000.00	
14		Deliverable 8.3 – CBS Production Environment Set Up Completed	1	LOT	\$ 10,000.00	\$ 10,000.00	
15		Deliverable 8.4 – System Acceptance Test Completed	1	LOT	\$ 7,500.00	\$ 7,500.00	
16		Deliverable 9 – Solution Documentation Completed	1	LOT	\$ 9,000.00	\$ 9,000.00	
17		Deliverable 10 – Training Completed	1	LOT	\$ 25,000.00	\$ 25,000.00	
18		Deliverable 11 – CBS Test Environment Completed	1	LOT	\$ 7,500.00	\$ 7,500.00	
19		Deliverable 12 – Transition to Production Completed	1	LOT	\$ 8,000.00	\$ 8,000.00	
20		Deliverable 13 – CBS Solution System Implemented and Final System Acceptance Completed	1	LOT	\$ 5,000.00	\$ 5,000.00	
21					TOTAL	\$ 181,000.00	
<p>* Cost - there will be a 10% holdback on all, due upon Final Acceptance</p> <p>** Ongoing Project Management shall be included in this implementation engagement</p>							

Exhibit B (Pricing Schedule)

Hardware / Software

Proposer's Name:		DataWorks Plus, LLC					Proposer's Comments
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Proposer's Unit Price	Cost * (Qty x Unit Price)	
22	Equipment at Locations	Livescan Devices (including CBS Solution/3rd party software):					
23		General	163	EA	\$ 22,987.36	\$ 3,746,939.68	Includes 9.5% Sales Tax
24		Coroner	2	EA	\$ 15,069.16	\$ 30,138.32	Includes 9.5% Sales Tax
25		Quick-ID	2	EA	\$ 13,343.45	\$ 26,686.90	Includes 9.5% Sales Tax
26		Mugshot Camera	139	EA	\$ 1,358.46	\$ 188,825.94	Includes 9.5% Sales Tax
27		Iris Camera	163	EA	\$ 1,971.00	\$ 321,273.00	Includes 9.5% Sales Tax
28		Printer / Color	144	EA	\$ 589.99	\$ 84,958.56	Includes 9.5% Sales Tax
29					Subtotal	\$ 4,398,822.40	
30	Central Server Equipment, Network Communication, Browser-based Software	LASD Data Center (Primary Site)	1	LOT	\$ 399,228.66	\$ 399,228.66	Includes 9.5% Sales Tax
31		Proposer's Secondary Data Center or Cloud (Secondary Site)	1	LOT	\$ 364,592.38	\$ 364,592.38	Cloud services are non taxable
32		Software for both sites (CBS Solution, O/S, other 3rd Party, Networking)	1	LOT	\$ 885,000.00	\$ 885,000.00	Software to be remotely downloaded from SC, Non-Taxable
33		Direct Network Connection to the two Data Centers	1	YR	\$ 43,044.80	\$ 43,044.80	Non-Taxable
34		Automated Booking System Module (ABSM)	1	LOT		\$ -	
35		Other 3rd Party (specify)	1	LOT		\$ -	
36					Subtotal	\$ 1,691,865.84	
37	Browser-based Software	Automated Booking System Module (ABSM)	1	LOT		\$ -	
38		Other 3rd Party (specify)	1	LOT		\$ -	
39					Subtotal	\$ -	
40					TOTAL	\$ 6,090,688.24	
* Cost - there will be a 10% holdback on all payment points, due upon Final Acceptance							

Exhibit B (Pricing Schedule)

OM&S

Proposer's Name:		DataWorks Plus, LLC		
Line #	Description	Original OM&S Cost	Add Enhanced Preventive Maintenance Cost	Updated Fixed Annual OM&S Cost After Final Acceptance
41	Year 1	\$0.00	\$ 214,000.00	\$214,000.00
42	Year 2	\$873,640.00	\$ 224,000.00	\$1,097,640.00
43	Year 3	\$873,640.00	\$ 234,000.00	\$1,107,640.00
44	Year 4	\$873,640.00	\$ 244,000.00	\$1,117,640.00
45	Year 5	\$873,640.00	\$ 254,000.00	\$1,127,640.00
46	Year 6	\$873,640.00	\$ 264,000.00	\$1,137,640.00
47	OM&S fees Option-term 1 (Year 7)	\$917,322.00	\$ 274,000.00	\$1,191,322.00
48	OM&S fees Option-term 2 (Year 8)	\$963,188.10	\$ 284,000.00	\$1,247,188.10
49	OM&S fees Option-term 3 (Year 9)	\$1,011,347.51	\$ 294,000.00	\$1,305,347.51
50	OM&S fees Option-term 4 (Year 10)	\$1,061,914.89	\$ 304,000.00	\$1,365,914.89
51	TOTAL	\$8,321,972.50	\$2,590,000.00	\$10,911,972.50
52				
53	Professional Services Fixed Hourly Rate		Per Hour	\$ 200.00

EXHIBIT C

SERVICE LEVEL AGREEMENT
Amended and Restated Under Amendment #2

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

TABLE OF CONTENTS

1.	GENERAL	1
2.	SCOPE OF SERVICES	1
2.1	DESCRIPTION	1
2.2	DEFINITIONS	1
3.	MAINTENANCE SERVICES	3
3.1	SOLUTION MAINTENANCE	3
3.1.1	System Hardware.....	3
3.1.2	Livescan-related Equipment at the Participating Agencies	3
A.	Central Server Hardware	4
3.1.3	Application Software.....	4
3.1.4	Third Party Software	5
3.1.5	Additional Products	5
3.1.6	Client Environment	5
3.2	MAINTENANCE, PREVENTIVE MAINTENANCE	5
3.3	EXCLUSIONS	6
4.	SUPPORT SERVICES	6
4.1	SCOPE OF SUPPORT	6
4.2	CUSTOMER SUPPORT.....	6
4.3	RESPONSE TIME MONITORING	8
4.4	BUSINESS CONTINUITY (DISASTER RECOVERY).....	8
5.	CORRECTION OF DEFICIENCIES	9
5.1	IDENTIFICATION OF DEFICIENCIES	9
5.2	RESOLUTION OF DEFICIENCIES.....	9
5.2.1	Problem Correction Priorities.....	9
5.2.2	Problem Resolution Process	10

5.2.3	Severity Level Adjustment	10
5.3	LIVESCAN SPECIFICATIONS	11
5.4	SYSTEM PERFORMANCE REQUIREMENTS	11
6.	REMEDIES	12
6.1	GENERAL	12
6.2	SERVICE CREDITS	12
6.3	SOLUTION RESPONSE TIME DEFICIENCIES	13
6.4	SOLUTION SCHEDULED DOWNTIME	13

EXHIBITS

Exhibit C Service Level Agreement

Schedule C.1	Information Security Requirements
Schedule C.2	Compliance with Encryption Requirements
Schedule C.3	Application Security Requirements
Schedule C.4	Solution Response-Time Requirements
Schedule C.5	Enhanced Preventive Maintenance Requirements
Schedule C.6	Materials and Tools/Equipment Requirements

1. GENERAL

This Exhibit C (hereinafter “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the Operations, Maintenance, and Support Services (OM&S) for the Solution, including, but not limited to, service levels which include System hosting, correction of Deficiencies, as well as warranties and County’s remedies for Contractor’s failure to meet the service level commitment specified herein. Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Agreement.

2. SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor shall provide Service Levels relating to OM&S Services specified in the Base Agreement and this SLA, as more fully described below.

- 2.1.1 Operation Services shall mean any goods and/or Services to be provided by Contractor under the Agreement for handling the day-to-day management of the Solution, including all Livescan devices currently in operation at the County law enforcement locations, and information technology (IT) infrastructure assets currently in operation (host/data center, client/desktop, connectivity/ network). Management tasks shall include but not be limited to; System operations, administration, security, performance monitoring, technical diagnostics/troubleshooting, configuration management, System repair management and generation of management reports, and managing business continuation processes and technology assets.
- 2.1.2 Maintenance Services shall mean any goods and/or Services to be provided by Contractor under the Agreement for maintaining the Solution and all Solution components currently in operation, including but not limited to Software Updates, Hardware Upgrades, enhancements, corrections and other updates to the Solution, Interfaces, performance, data security, reports and regulatory compliance, as further specified in Exhibit A (Statement of Work) and this SLA.
- 2.1.3 Support Services shall mean any goods and/or Services to be provided by Contractor under the Agreement in support of the Solution and all Solution components currently in operation, including but not limited to, updates, corrections, enhancements, customer support, Interfaces, performance, data security, reports, and applicable regulatory compliance, and Work Orders with supporting documentation, as further specified in Exhibit A (Statement of Work) and this SLA.

2.2 DEFINITIONS

“**Active-Active**” shall have the meaning as described in Paragraph 4.4 (Business Continuity (Disaster Recovery)).

“**Authorized Contact**” shall mean and refer to any County personnel authorized to report Deficiencies and to coordinate provision of Support Services under this SLA.

“**Client Environment**” shall mean the Livescan Equipment and Solution Software installed at each Participating Agency.

“**Critical Deficiency**” shall mean a Deficiency of Severity Level 1, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Paragraph 4.1 (Scope of Support).

“**Disaster**” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environments at the primary and secondary data centers, and requires Contractor to maintain an active-active Disaster Recovery Plan.

“Disaster Recovery” shall mean and refer to Contractor’s obligations described in Paragraph 4.4 (Business continuity (Disaster Recovery)).

“Disaster Recovery Plan”; shall have the meaning specified in Paragraph 4.4 (Business continuity (Disaster Recovery)).

“Incident” shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

“Low Deficiency” shall mean a Deficiency of Severity Level 4, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Maintenance Services” shall mean any goods or Services provided under the Agreement for maintaining the Solution, including but not limited to Solution equipment repairs and replacement, and Solution Software updates, corrections, enhancements and other Updates to the Solution, Interfaces, System availability, data security and reports, as further specified in Paragraph 3 (Maintenance Services).

“Major Deficiency” shall mean a Deficiency of Severity Level 1 or Severity Level 2, as further described in Paragraph 5.2.2 (Problem Resolution Process).

“Moderate Deficiency” shall mean a Deficiency of Severity Level 3, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Preventive Maintenance/Enhanced Preventive Maintenance” shall mean the regular inspection, cleaning and replacement of System components in order to optimize System functionality and prevent any Unscheduled Downtime due to System failure, as defined in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to this SLA.

“Response Time”, as such term applies to the System, shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) and this SLA.

“Response Time Baseline” shall mean the County specified baseline for Response Time, as described in Paragraph 5.4 (System Performance Requirements).

“Response Time Deficiency” shall mean System not responding within the prescribed Response Time Baseline, as further described in Paragraph 5.4 (System Performance Requirements Time Deficiencies).

“Scheduled Downtime” shall mean the period of time that the Solution cannot be accessed due to System scheduled maintenance, including but not limited to Preventive Maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Paragraph 3.2 (Maintenance, Preventive Maintenance).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to timely resolve an Incident, or correct a Deficiency, as specified in this SLA, including System Unavailability exceeding the thresholds set forth in this SLA.

“Severe Deficiency” shall mean a Deficiency of Severity Level 2, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Severity Level” shall mean the applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies).

“SLA” shall mean “Service Level Agreement” and refer to Contractor’s Service Level commitment regarding System Maintenance as required by the Agreement and this Exhibit C (Service Level Agreement), including but not limited to Maintenance Services, Preventive Maintenance Services,

Support Services, System hosting, and any Warranties specified herein.

“Support Hours” shall mean 365/366 days per year, 24 hours a day 7 days a week, with no exceptions made for holidays.

“Support Services” shall mean any goods or Services provided under this Agreement in support of the Solution, including but not limited to Customer Support, help-desk assistance, operational support, Preventive Maintenance, equipment repairs or replacement, updates, corrections, enhancements, Interfaces, corrective measures, fixes, patches and System Performance and data security Deficiency corrections, updates to reports for meeting applicable regulatory compliance, as further specified in Paragraph 4.1 (Scope of Support).

“System Availability” shall have the meaning specified in Paragraph 5.4 (System Performance Requirements).

“System Performance” shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

“System Performance Deficiency” shall mean System not meeting any of the System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements).

“System Performance Requirements” shall mean the requirements for System Performance, including Paragraph 5.4 (System Performance Requirements).

“System Unavailability” shall have the meaning specified in Paragraph 6.2 (Service Credits).

“Total Monthly Time” shall mean all minutes during Support Hours in any calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” shall have the meaning specified in Paragraph 6.1 (General).

3. MAINTENANCE SERVICES

As part of System Maintenance, Contractor shall provide maintenance of the System including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Paragraph 3 (Maintenance Services).

3.1 SOLUTION MAINTENANCE

3.1.1 SYSTEM HARDWARE

As part of Maintenance Services, Contractor shall provide maintenance of the System Hardware components surrounding the System Software, including but not limited to all equipment and networking components. Contractor shall repair, upgrade, replace or perform Preventive Maintenance services to these System Hardware components during the Term of the Agreement to comply with the Solution Requirements and the warranties specified in the Agreement and to support and be compatible with the System Hardware, including Livescan devices, and System Software including any Application Modifications provided by Contractor under the Agreement.

3.1.2 LIVESCAN-RELATED EQUIPMENT AT THE PARTICIPATING AGENCIES

Contractor’s Maintenance Services shall include, at minimum, the following level of Services. Contractor shall:

1. Respond to equipment repairs or replacement Services at the Participating Agencies, when required, within four hours of notification by County [Catalina location twelve hours, Contractor responsible for boat transportation fees];
2. Perform Enhanced Preventive Maintenance Services as specified in Schedule C.5 (Enhanced

- Preventive Maintenance Requirements) to this SLA;
3. Maintain a reserve hardware inventory totaling four percent of deployment throughout the Agreement Term, to facilitate hardware replacement in event of equipment failure;
 4. Provide equipment teardown, move and reconnect (TMR) Services, during normal business hours and coordinated with LACRIS technicians, when such equipment requires relocation;
 5. Maintain inventory lists of all Livescan devices, peripherals, printer and other equipment located at the Participating Agencies, including at minimum:
 - a. Equipment at the component-level (e.g., Livescan PCs, printers, mugshot camera);
 - b. Component description, make, model, serial number, and software build number; and
 - c. Participating Agency name, address, contact phone number, site location, I/P address(es).

A. CENTRAL SERVER HARDWARE

Contractor's Maintenance Services shall include, at minimum, the following level of Services for Hardware and server-related Software. Contractor shall:

1. Proactively monitor Central Server operations at the primary and secondary data centers, including Interfaces, through automated monitoring tools, and report all Deficiencies to the LACRIS Help Desk
2. Provide technical support to administer and operate the CBS Production Environments at the primary and secondary data centers, and CBS Test Environment. County and Contractor shall mutually agree upon Scheduled Downtime, which may be during the weekends in the early morning hours
3. Provide CBS database uploads from the CBS Production Environment to the CBS Test environment, at least semi-annually
4. Provide CBS Software Solution backup (data and System configurations):
 - a. Hot backups daily of the CBS Production Environments at both the primary and secondary data centers;
 - b. Hot backups weekly of the CBS Test Environment at the primary data center;
 - c. Cold backups monthly of all CBS Solution environments, for both the primary and secondary data centers, where Scheduled Downtime is required; and
 - d. Storing backup tapes off-site, for meeting disaster recovery provisions.
5. Test at least annually during Scheduled Downtime, the failover from the primary to secondary data center and resolve all Deficiencies.
6. Perform Preventive Maintenance Services as specified in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to this SLA.

3.1.3 APPLICATION SOFTWARE

Contractor shall provide Updates to the Application Software to keep current with Contractor's hosting technology standards, industry standards, compliant with Federal and California State mandates, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor's general customer base in accordance with this SLA, all in coordination with County's Project Manager. By definition, such Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the System Software,

including Application Software.

Without limiting the other provisions of the Agreement, including without limitation this SLA, such Updates shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor. Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Contractor's provision and installation of such Updates to the Application Software shall be at no additional cost to County. Any Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such problems. County shall also be notified in writing within 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System data or any other County data, subject to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Agreement.

3.1.4 THIRD PARTY SOFTWARE

As part of Maintenance Services, Contractor shall provide maintenance of the Third Party Software operating the System Environment for the Solution, including but not limited to Operating Software, database software and other software installed in the Production Environments and Test Environment that is not Application Software. Contractor shall update, upgrade or replace these System Software components during the Term of the Agreement to comply with the Solution Requirements and the warranties specified herein and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Updates to the System Software to keep current with Contractor's hosting technology standards, software industry standards including upgrading manufacturer's end of life that are no longer supported by the Third Party Software manufacturer, Updates to the Application Software and other Application Modifications, all in coordination with County's Project Manager.

Contractor shall provide automated software provisioning tools to perform remote software patches and install Version Releases, including security updates.

Contractor shall provide software configuration management tools for Solution Software configuration identification, at both the primary and secondary data centers for all CBS environments, and for all the Livescan devices at the Participating Agencies.

Furthermore, any Third Party Application that may be incorporated by Contractor, and shall become part of, the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.1.5 ADDITIONAL PRODUCTS

Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by County under this Agreement as Optional Work, including Additional Software and Additional Hardware. Prior to the installation of any Additional Product, or any update thereto, Contractor shall test and ensure such Additional Product's compatibility with the then current version of the System Software. Contractor shall ensure that the System Software is compatible with the required or critical updates to Additional Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

3.1.6 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor shall maintain the System's compatibility with the Client Environment recommended and approved by Contractor by providing, among others, Updates to the System Software and upgrading the System Hardware during the Term of the Agreement and following any update and/or upgrade by County of such Client Environment.

3.2 MAINTENANCE, PREVENTIVE MAINTENANCE

Contractor shall provide as-needed Preventive Maintenance in accordance with the Preventive Maintenance Program [see Schedule C.5 (Enhanced Preventive Maintenance Requirements) to this SLA]. In the event that Preventive Maintenance is required, Contractor shall ensure that, during any such Preventive Maintenance, the System Availability requirements of this Agreement are met and that the CBS Solution is fully operational at Contractor's secondary redundant site.

3.2.1 Unless agreed to otherwise in advance by County, Contractor shall provide all Maintenance Services, including installation of Updates, with no or minimal Scheduled or Unscheduled Downtime. If any Maintenance Services result in Unscheduled Downtime, Paragraph 6 (Remedies) of this SLA shall apply.

3.3 EXCLUSIONS

County's Project Manager may request exclusionary Services that are required from Contractor, as determined by County Project Manager. Contractor shall respond in accordance with the response timeframes specified in Paragraph 5.2 (Resolution Of Deficiencies).

Exclusionary Services may be required as a result of the following:

1. Gross neglect/mishandling;
2. Department site air conditioner or humidity control malfunction or failure;
3. County Department site electrical system malfunction or failure; and
4. Any force majeure events as specified in Paragraph 64 (Force Majeure), of the Base Agreement.

4. **SUPPORT SERVICES**

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this SLA. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a system for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements set forth in the Agreement. Requests for Customer Support will be submitted by County's Authorized Contact (e.g. County Project Manager or designee(s) via telephone, email and/or Contractor's web-based customer support portal. In the event that the Contractor's web-based trouble ticketing system is not available to County, County may use any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.

4.2 CUSTOMER SUPPORT

In addition to the Solution Requirements, Contractor's Customer Support Requirements shall also include but not be limited to the following:

1. County-designated technical support staff who provides First Level Support to the Participating

Agencies shall have access to Contractor's Customer Support through the methods outlined in this SLA.

2. County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer Support. The authorized County contacts will each receive an account and training on the ticketing system.
3. Contractor shall provide a toll-free telephone number for County staff to call at any time during Support Hours. This telephone number shall be managed by a live operator to quickly connect County staff with the appropriate Customer Support personnel.
4. Severity Levels for the Deficiencies shall be assigned according to definitions specified in Paragraph 5.2.1 (Problem Correction Priorities).
5. Contractor shall respond within the period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.
6. Contractor's web-based trouble ticketing system shall made be available to County at any time during Support Hours. Contractor shall advise County at least two weeks in advance when the ticketing system requires its scheduled maintenance.
7. Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, to ensure that all maintenance windows are clearly communicated and the requirements of this SLA are met.
8. Contractor shall triage, diagnose and resolve all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency workaround, County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor shall work with County to ensure that each service ticket case is documented and diagnosed properly. Each Deficiency shall be tracked in the Contractor's Customer Support ticketing system by:
 - a. Severity Level;
 - b. Date/time notified by County;
 - c. Name of Contractor's Service Technician(s) or Engineer(s);
 - d. Component (hardware-Livescan, hardware-Central Server, Software-Livescan, Software-Central Server) and, if applicable, sub-component (e.g., mugshot camera, Livescan monitor);
 - e. LACRIS' assigned tracking number from its customer support ticketing system;
 - f. Description of problem including, if applicable, Solution Software version;
 - g. Root cause of problem;
 - h. Action taken to resolve issue and/or to prevent recurrence; and
 - i. History of actions taken, including communications between Contractor and County, by Contractor and County personnel.
9. Date/time completed by Contractor and communicated to County. Contractor shall proactively monitor all CBS Solution Software for security breaches, and report and coordinate resolution of any IT security breaches with both the LACRIS Help Desk and Department's Data Security Unit.
10. Contractor shall install all software security patches, no later than 90 calendar days, when notified by either the 3rd party software company or Department's Data Security.

11. Contractor's Project Manager shall meet with County's Project Manager on a regularly scheduled basis, minimally monthly. Meetings are in person at a County-designated location or via web-conferencing, as mutually agreed upon in advance by both parties. Contractor will provide County with activity information which, at minimum, includes:
 - a. Service ticket activity from the prior month, including the age of each open service ticket;
 - b. Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve;
 - c. Summary of Scheduled and Unscheduled Downtime, and if appropriate by location; and
 - d. Database statistics.Contractor shall provide meeting agendas, presentation materials, and minutes.
12. Contractor shall provide all Solution updates for keeping the Solution compliant with Federal (e.g., National Incident-Based Reporting System ("NIBRS"), FBI's Criminal Justice Information Services (CJIS)) and State mandates.
13. Contractor shall maintain all updates to the CBS Solution documentation, including computer-based training tools (i.e., streaming video)
14. Contractor shall provide refresher T3 type training of the Contractor's most recent CBS Solution build, annually when requested by County.
15. Contractor shall, at minimum annually, place CBS Solution software into Escrow, then coordinate with Escrow company all the required testing necessary to verify that the Solution software deposited is a working, fully executable application.
16. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Paragraph 5 (Correction of Deficiencies).
17. CBS Solution enhancement suggestions, initiated by either County or Contractor, shall be tracked using Contractor's Customer Support ticketing system. Contractor shall conduct a preliminary evaluation within thirty days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

4.3 RESPONSE TIME MONITORING

Contractor shall be responsible for monitoring Solution Response Times to ensure compliance with the agreed upon Response Times listed in Schedule C.4 (Solution Response-Time Requirements) to this SLA and any other applicable requirements specified in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) and this SLA.

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide County with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by County, Contractor shall provide County with reports and/or download that related-data along with all applicable documentation that may be necessary for County to independently monitor the Response Time of the System.

County reserves the right to periodically re-evaluate the Response Time Baselines or add/modify/delete Response Time requirements, to ensure that the Response Time of the System does not restrict or delay County's operations.

4.4 BUSINESS CONTINUITY (DISASTER RECOVERY)

As part of Support Services, Contractor shall also be responsible for Active-Active Disaster Recovery Services and submission of a Business Continuity Strategy (BCS) pursuant to Paragraph 2.1.10

(Business Continuity Strategy) of Exhibit A (Statement of Work). Active-Active Disaster Recovery means: a network configuration of independent nodes with the ability to replicate the CBS Solution in near real-time with high availability across the primary and secondary data centers.

Contractor shall maintain and implement Active-Active Disaster Recovery and avoidance procedures to ensure that the System and the Solution provided hereunder are not interrupted during any Disaster. Contractor shall provide County with a copy of its current BCS and all updates thereto during the Term of the Agreement. All requirements of the Agreement, including but not limited to those relating to security, personnel due diligence and training, shall apply to Contractor's Disaster Recovery site.

Contractor or County may declare an event a Disaster. A Disaster may be caused by an exclusionary event (refer to Paragraph 3.3 (Exclusions)) or an event within Contractor's sole responsibility. Regardless, upon occurrence or declaration of a Disaster, Contractor shall provide the Services outlined in the BCS. Contractor shall be subject to the following Service Level requirements as part of Active-Active Disaster Recovery, which shall be contained in and are incorporated into the BCS:

1. Contractor shall have complete responsibility for continuation of service and restoration of the System and the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System and the Solution.
3. County shall be able to logon to the Disaster Recovery site instantaneously after the declaration of the Disaster by County or Contractor.
4. Contractor shall have 100% capacity instantaneous of the declaration of the Disaster by County or Contractor.
5. Contractor's failure to make a declaration of a Disaster within one hour shall result in an Incident and deemed Unscheduled Downtime.

5. CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under the Agreement may be identified either as a result of Contractor's use of its own monitoring tools or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Customer Support for resolution in accordance with this SLA. Contractor shall keep County informed on all Deficiencies they have identified, and both parties shall mutually agree to assign the appropriate Severity Level to the Deficiency.

The Severity Level of a Deficiency shall be assigned according to the Severity Level definitions set forth in Paragraph 5.2.1 (Problem Correction Priorities). Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Severity Level of the Deficiency pursuant to Paragraph 5.2.3 (Severity Level Adjustment).

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

County will assign the Severity Level to each Deficiency reported by County to Contractor's Customer Support. Contractor shall assign Severity Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Timeframe" specified below and resolve each such Deficiency

within the specified “Resolution Time”. Resolution Time for correction of Deficiencies shall start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor’s Customer Support, and shall end when County determines that the Deficiency has been resolved.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	RESPONSE TIMEFRAME	RESOLUTION TIME
1 – Critical	System is down (Unscheduled Downtime) or is practically down (e.g., extremely slow Response Time) or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County users are affected. A production business System is inoperable.	One hour	Resolve incident or formulate reasonable workaround within four consecutive hours
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., slow Response Time), creating significant County business impact, its core functionality is not available or one of the System Requirements is not met, as determined by the County.	Four hours	Resolve incident or formulate reasonable workaround within eight consecutive hours
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.	One day	Resolve incident within two consecutive weeks
4 - Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the County.	Two days	Next Version Release or six months unless otherwise agreed to by County and Contractor

5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter “Major Deficiency”). County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by County.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Severity Level 1, Severity Level 2, or Severity Level 3, within the prescribed Resolution Times. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County’s Project Manager. The parties will jointly cooperate during this period of time.

5.2.3 SEVERITY LEVEL ADJUSTMENT

County may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be escalated by

County if the Deficiency persists or re-occurs, as determined by County's Project Manager.

At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities). Contractor may request a special exception to the above timeline where there are extenuating circumstances. The decision to provide an extension along with its appropriate timeline shall be made at the sole discretion of County's Project Manager.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Severity Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 LIVESCAN SPECIFICATIONS

All hardware and software specified for delivery under the Agreement whose specifications are documented in Attachment A.2 (Solution Requirements) and Attachment A.14 (Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work), shall meet said specifications based on the predicted volume and growth as stated in Paragraph 1.2 (Background) of Exhibit A (Statement of Work), throughout the Agreement Term without exception. Contractor shall, at Contractor's sole expense, supplement said equipment and/or software with additional/upgraded components (e.g., Livescan's PC RAM) needed to meet System Performance Requirements, at no cost to County. Such additional/upgraded components shall be covered under Contractor's OM&S Program at no additional charge to County.

5.4 SYSTEM PERFORMANCE REQUIREMENTS

The System shall meet the System Performance Requirements specified below that are within Contractor's control, including but not limited to those relating to System Response Time and System Availability, as further specified in this SLA, Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work), and Schedule C.4 (Solution Response-Time Requirements) to this SLA. All System Performance Deficiencies shall be deemed Severity Level 2 Deficiencies or higher for the purpose of correcting said Deficiencies, and/or implementing other County remedies.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	98.9%
Response Time	System Response Time Baseline(s) established and agreed upon prior to Go-Live.
Active-active Disaster Recovery	Pursuant to the provisions and requirements of Paragraph 4.4 (Business Continuity (Disaster Recovery))

The following criteria shall be applied with regards to System Performance Requirements:

1. "System Availability" shall be calculated based on the formula set forth in Paragraph 6.2 (Service Credits).
2. System Response Time(s) shall be established using County-required and Contractor-supplied System Response Time measurement method, which is a component of the Solution. The System Response Time Baseline(s) shall be agreed upon and established before the System is able to reach Go-Live under the Statement of Work. System Response Time Baseline(s) may need to be established to address various System categories and periods of operations, to the

extent applicable, including but not limited Business Hours, off-Business Hours, peak hours and reporting.

System Response Time measurements shall be calculated by averaging Response Time(s) for each of the established System Response Time Baseline measurement categories [see Schedule C.4 (Solution Response-Time Requirements) of this SLA].

3. If the average System Response Time is greater than the System Response Time Baseline on six occasions, for any of the periods of operation (see #2 above) within a Service Month, County shall notify Contractor using the Customer Support trouble ticketing system.
4. Contractor shall keep County informed of the progress of the System Response Time problem with the objective of providing a solution as quickly as possible.
5. Initial System Response Time Baseline(s) shall be established and agreed upon by the parties prior to Go-Live. County reserves the right to modify the System Response Time Baseline and/or measuring methods if County determines that the Solution is restricting or delaying County's operations.
6. System Response Time Deficiency
A System Response Time Deficiency that fits the definition of a Major Deficiency shall be deemed to cause Unscheduled Downtime which shall begin to accrue after four hours for Level 1, and after eight hours for Level 2, and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below. In addition, any unresolved Moderate Level 3 Deficiency by Contractor shall begin to accrue after thirty days, and shall entitle County to assess Service Credits.
7. Active-Active Disaster Recovery
Any County observed Deficiency which may prevent Contractor from delivering Disaster Recovery Services to County in a timely manner and as minimally prescribed in Paragraph 4.4 (Business Continuity (Disaster Recovery)) above, shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below.

6. REMEDIES

6.1 GENERAL

Credits shall accrue for Unscheduled Downtime and System Performance Deficiencies, including Contractor's failure to meet the System Availability requirements and/or System or Service Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this SLA, "Unscheduled Downtime" shall mean the total combined amount of time during any Service Month, measured in minutes, during which the System has a Major Deficiency in which exceeds the resolution time durations stated in 5.2.1 (Problem Correction Priorities) above, or any Moderate Deficiency that is unresolved by Contractor within thirty days, excluding Scheduled Downtime.

6.2 SERVICE CREDITS

Without limiting any other rights and remedies available to County, either pursuant to the Agreement, by law or in equity, County shall be entitled to Service Credits calculated based on the length of combined Unscheduled Downtime during any Service billing period (hereinafter "System Unavailability"), as provided below.

SYSTEM AVAILABILITY (% OF BILLING PERIOD)	HOURLY UNSCHEDULED DOWNTIME RANGE / BILLING PERIOD	SERVICE CREDITS (% OF INVOICE FEES FOR APPLICABLE BILLING PERIOD)
98.9% < x < 100%	0:00 – 24:00 hours	None
97.9% < x < 98.9%	24:01 – 45:00 hours	5%
95.9% < x < 97.9%	45:01 – 87:00 hours	15%
93.9% < x < 95.9%	87:01 – 132:00 hours	35%
91.9% < x < 93.9%	132:01 – 174:00 hours	45%
89.9% < x < 91.9%	174:01 – 216:00 hours	50%
87.9% < x < 89.9%	216:01 – 261:00 hours	60%
85.9% < x < 87.9%	261:01 – 303:00 hours	75%
x < 85.9%	Beyond 303:00 hours	Fee Waived for that Billing Period

For purposes of calculating Service Credits, “System Availability” percentage shall be calculated as follows:

$$\text{System Availability} = (\text{Total Billing Period Time} - \text{Unscheduled Downtime}) \div \text{Total Billing Period Time}$$

Example: 3,150 minutes of total Unscheduled Downtime during a 30-day Service Billing Period.

$$[129,600 - 3,150] \div 129,600 = 97.6\% \text{ System Availability, with 15\% Service Credit}$$

Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County’s payment due to Contractor.

6.3 SOLUTION RESPONSE-TIME DEFICIENCIES

A Solution Response-Time Deficiency as specified in Schedule C.4 (Solution Response-Time Requirements) to this SLA, that fits the definition of a Major Deficiency as a Severity Level 1 or Severity Level 2 [see Paragraph 5.2.1 (Problem Correction Deficiencies) above] shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty days of any Response-Time Deficiency unresolved by Contractor, including Severity Level 3, entitling County to assess Service Credits.

6.4 SOLUTION SCHEDULED DOWNTIME

Notwithstanding the remedies included herein regarding Unscheduled Downtime, Contractor shall not exceed 6 hours per day of Scheduled Downtime, nor 40 hours per month of Scheduled Downtime for the entire Solution excluding Livescan Preventive Maintenance tasks. Livescan scheduled Preventive Maintenance shall not exceed 90 minutes per device. To the extent possible, Scheduled Downtime shall occur during non-peak hours. Contractor’s Preventive Maintenance Program is defined in Schedule C.5 (Enhanced Preventive Maintenance Requirements) to this SLA. Should Contractor exceed 6 hours per day or 40 hours per month of Scheduled Downtime, the remedies and service credits outlined in Paragraph 5.4 (System Performance Requirements) for Unscheduled Downtime shall apply.

Scheduled Downtime agreed to by the parties for the purpose of implementing a Technology Refresh

[see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)], shall be exempted from the monthly Scheduled Downtime limitations set forth above, provided Contractor is fully compliant with the processes described in the Technology Refresh Implementation Strategy [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)].

SCHEDULE C.5
ENHANCED PREVENTIVE MAINTENANCE REQUIREMENTS

Page 1 of 4

1.0 Enhanced Preventive Maintenance

Contractor shall perform Enhanced Preventive Maintenance (EPM) to all equipment items stated in Attachment A.4 (Equipment Locations, Inventory, and EPM Tiers) to the SOW for all rows except those stated as 'Reserved hardware.' EPM frequency is identified in the "PM Tier" column of Attachment A.4 (Equipment Locations, Inventory, and EPM Tiers) to the SOW, where:

- a. "1" represents Tier 1 – Preventive Maintenance (PMs) which shall be performed every 30 days, with at least 15 days in between visits.
- b. "2" represents Tier 2 – PMs which shall be performed every 90 days with at least 45 days in between visits.

1.1 Regardless of EPM Tier, Contractor will perform the following Work, as stated in the workflow below:

- a. Notify LACRIS Help Desk that a PM is starting at a specified location, so that LACRIS generates a Work Order from its helpdesk tracking software, documenting the PM's start time.
- b. Check the Livescan's PC for database or file system indexing for performance analysis. Optimize hard drive disk if necessary.
- c. Shut down the Livescan's PC.
- d. Clean Livescan(s) and all components below. EPM steps include, at minimum:
 - i. Livescan Equipment
 - aa. Check that the cabinet height adjustment works (test both left and right switches);
 - bb. Clean keyboard with compressed gas duster;
 - cc. Clean logon web camera using microfiber cloth;
 - dd. Clean physical components with appropriate cleaner, and inspect:
 - 1. Livescan Cabinet (all sides and surfaces);
 - 2. Monitor;
 - 3. Mouse;
 - 4. Barcode scanner;
 - 5. RFID reader;
 - 6. Fingerprint scanner;
 - 7. Signature pad;
 - 8. Iris camera and housing including handle (inspect mirror and clean as needed) *; and
 - 9. UPS;

SCHEDULE C.5
ENHANCED PREVENTIVE MAINTENANCE REQUIREMENTS

Page 2 of 4

- ee. Power up CPU, open CBS Application, and perform the logon functionality for:
 - 1. Face;
 - 2. Finger; and
 - 3. Password;
- ff. Perform test booking transaction, setting at priority 4 (ensuring that the test transactions will not be submitted to Cal-DOJ). During the booking transaction, test the following components:
 - 1. Touchscreen monitor;
 - 2. Keyboard;
 - 3. Mouse;
 - 4. Barcode scanner;
 - 5. RFID reader;
 - 6. Signature pad;
 - 7. Iris camera *;
 - 8. Fingerprint scanner;
 - 9. Foot pedals; and
 - 10. Mugshot camera (quality and pan/tilt software functionality) for:
 - 10a. All three profiles (Front, Left Angle, Right Angle);
 - 10b. Scars/Marks/Tattoos (minimum 2 total); and
 - 10c. If necessary, physically adjust mugshot camera on light bar;

Upon completion of steps “aa-ff” above, ensure that booking forms are printing correctly.

- gg. While performing a test booking transaction, verify that the Livescan software’s sorting functions are working properly by selecting each table column, in ensuring that all columns sort correctly (e.g., alphabetically).
 - hh. Repair or replace any Livescan component, as required. Once repaired/replaced, retest/revert back to step “ee” above.
- ii. Lightbar Items
- aa. Clean mugshot camera lens using microfiber cloth;
 - bb. Clean and/or replace any non-working overhead light bulbs;
 - cc. Clean and if necessary reposition the three lighting fixtures;
 - dd. Clean lightbar with appropriate cleaner; and

SCHEDULE C.5
ENHANCED PREVENTIVE MAINTENANCE REQUIREMENTS

Page 3 of 4

- ee. If required, install and/or replace LACRIS provided light diffuser gels.
- iii. Contractor-provided Printers
 - aa. Open paper tray(s) and check for proper function (e.g., clear any paper jams).
 - bb. Use air-gas duster, as needed, in and around printer to clean out fine paper and toner dust.
 - cc. Clean exterior surfaces with appropriate cleaner.
 - dd. Check & replace consumables (e.g., waste toner bottle, imaging kit), as provided by LACRIS.
 - ee. Replace empty toner cartridges, as provided by the Law Enforcement (LE) agency, or advise LE agency that toner cartridge is low.
 - ff. Verify that printer status is "Ready" to print.
- iv. Other EPM Work:
 - aa. Inspect and, if necessary, replace foot placement templates for all three positions, with LACRIS-provided templates.
 - bb. Inspect backdrop. If backdrop replacement is necessary, notify LACRIS Help Desk so they can follow-up with LE agency location regarding backdrop replacement.
- v. Document EPM Work
 - aa. Document all EPM Work performed in Contractor's ticketing system, detailing any repairs, abnormalities, and issues beyond Contractor's EPM Work scope (e.g., damaged/worn network cable).
 - bb. Notify LACRIS Help Desk that the PM has ended, so LACRIS can close out the Work Order from its helpdesk tracking software, documenting the PM's end time.
- e. Perform, on a quarterly basis, the following lightbar tasks:
 - i. Visually inspect mugshot camera and lightbar for any concerns (e.g. cracks, tilting, cleanliness).
 - ii. Use gas duster as needed inside camera housing, removing any noticeable dust.
 - iii. Remove mugshot camera lens and clean with appropriate lens cleaning cloth.
- f. Perform on a bi-annual basis during a regularly scheduled PM service, the following tasks:
 - i. Thoroughly clean the Livescan CPU by opening the PC housing, vacuum all dust debris buildup, and utilize compressed gas duster to remove any remaining dust, vacuuming again if necessary.

SCHEDULE C.5
ENHANCED PREVENTIVE MAINTENANCE REQUIREMENTS

Page 4 of 4

- ii. Perform a full operational test of the UPS, documenting test results. If below acceptable standards, replace UPS.
 - iii. Vacuum the floor underneath the Livescan cabinet's footprint.
- g. Annual PM of hardware located in the primary data center. Contractor shall perform, at minimum, the following:
 - i. Review System log for hardware error, resource usage, and/or database or file system indexing for performance analysis. Optimize hard drive disk if necessary.
 - ii. Shut down the servers.
 - iii. Repair and/or replace any component, as required.
 - iv. Clean each server's interior, including the following tasks/steps:
 - aa. Open server's chassis;
 - bb. Clean server's internal components with a compressed gas duster; and
 - cc. Use a small vacuum cleaner with a pointed nozzle to carefully clean tight spots.
 - v. Inspect and clean the exterior surfaces, including the following tasks/steps:
 - aa. Vacuum each server's exterior fan inlet;
 - bb. Vacuum server rack's interior components, including network switch(s) and floor tiles;
 - cc. Inspect cable connections; and
 - dd. Surface clean rack's exterior.
 - vi. Boot up the servers, test and verify all applications, interfaces, and network connections are working properly.

** excluding Coroner and Records & Identification Bureau (PSU)*

SCHEDULE C.6
MATERIALS AND TOOLS/EQUIPMENT REQUIREMENTS

1. When providing Enhanced Preventive Maintenance (EPM) Services, Contractor shall abide by each Law Enforcement Agency's protocols for entering secured Work areas where the livescan equipment is located, and be cognizant of the fact that incarcerated individuals (e.g., trustees) may be present.
2. Contractor shall provide all materials and diagnostic equipment (tools) required to perform EPM Services in secured Work areas which, at minimum, includes:
 - a. All personal property bags/containers be constructed of a transparent material.
 - b. Toolbags with locking mechanisms, containing only the minimal tools required to conduct EPM.
 - c. Canned compressed gas duster.
 - d. Cleaning products (non-ammonia) with cloth wipes.
 - e. Camera Lens cleaner fluid and microfiber cloth.
 - f. Personal Protective Equipment (PPE) (e.g., gloves, eye protection, etc.)
 - g. Portable Vacuum with HE (High Efficiency) filter.
 - h. Step stool or ladder (for accessing light bars).
3. Contractor shall maintain all of its tools in accordance with the California Occupational Safety and Health Administration (Cal/OSHA), or other regulatory standards as they may apply, and shall check said tools for safety, functionality, and accountability. Contractor shall ensure that all employees wear safety protective gear (e.g., closed-toe shoes, eye protection) in accordance with Cal/OSHA or other regulatory standards.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/6/2021	
BOARD MEETING	11/02/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Chief Executive Office	
SUBJECT	Treatment of Certain Restorative Contributions under the Defined Contribution Plans	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	None at this time	
COST & FUNDING	Total cost: \$ N/A	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	This Board letter and ordinance address contributions to the Defined Contribution Program (the "Plans") that the County may determine are necessary to settle a claim asserting a breach of fiduciary duty or a violation of employment law against the Plans, the County or the Plan Administrative Committees (PAC).	
BACKGROUND (include internal/external issues that may exist)	<p>The Correction Protocols and the Plan documents cover a variety of administrative errors but they do not cover contributions to the Plans that the County may determine are necessary to settle a claim asserting a breach of fiduciary duty or a violation of employment law against the Plans, the County or the PAC where there is a reasonable risk of liability as determined by the PACs and the County.</p> <p>In order to settle litigation against the Plans, the County and/or the PACs where there is a claim for breach of fiduciary duty or violation of employment law which may have resulted in lost earnings or missed contributions under the Plans, and if the County and PACs agree that there is a reasonable risk of liability and it is prudent to settle the claim, the County may make contributions to the Plans in order to settle the claim so long as there is a bona fide settlement agreement between the parties covering contributions to be made to restore lost earnings or make the participant whole for missed contributions ("Restorative Contributions").</p>	
DEPARTMENTAL AND OTHER CONTACTS	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> Susan Moomjean, Manager, (213) 893-0040, smoomjean@ceo.lacounty.gov Kimberly Burch-Garcia, Principal Analyst, (213) 974-4999, kburch-garcia@ceo.lacounty.gov 	



County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

November 2, 2021

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:

TREATMENT OF CERTAIN RESTORATIVE CONTRIBUTIONS UNDER THE DEFINED CONTRIBUTION PLANS (ALL DISTRICTS) (3-VOTES)

SUBJECT

This letter along with the accompanying ordinance will amend the County of Los Angeles (County) Code to clarify treatment of restorative contributions that may be made to the Defined Contribution Plans in the event of settlement of certain limited types of claims brought against the Plans, the County or the Plan Administrative Committees.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 5 – Personnel of the Los Angeles County Code relating to the County of Los Angeles Deferred Compensation and Thrift Plan ("Horizons"), the Pension Savings Plan (PSP) and the 401(k) Savings Plan, (collectively, the "Plans") effective immediately following final passage.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Through ordinance amendments to the County Code previously adopted by the Board, the Plan Administrative Committees (PACs) established correction protocols for the Horizons, Savings and PSP to address corrections that may be needed when a Plan administrative error occurs. Specifically, the existing correction protocols address errors such as an employee who is inadvertently prevented from participating in a Plan or an employee's deferral election does not get processed timely or accurately. In addition, the

Horizons and Savings Plans contain express provisions addressing certain settlement awards that are provided when an employee is reinstated following an adverse employment action such as an overturned discharge or demotion. The Plans also address the treatment of certain retroactive pay adjustments. However, the existing correction protocols do not cover restorative contributions that the County may determine are necessary to settle a claim asserting a breach of fiduciary duty or a violation of employment law against the Plans, the County or the PACs where there is a reasonable risk of liability.

Implementation of Strategic Plan Goals

This action supports the County of Los Angeles' Strategy III, Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The new sections to the County Code will address benefits or contributions a Plan participant and/or employee is entitled to receive in a negotiated settlement when litigation against the Plans, the County and/or the PACs exists and where there is a claim for breach of fiduciary duty and/or violation of employment law. If the County and PACs agree that there is a reasonable risk of liability and it is prudent to negotiate a settlement, the County may make contributions to the Plans in order to settle the claim, so long as there is a bona fide settlement agreement between the parties ("Restorative Contributions").

Restorative Contributions generally are subject to the applicable annual Internal Revenue Service (IRS) limits in effect at the time the Restorative Contribution is made to the Plans, unless and except to the extent that the Restorative Contributions are intended to make a participant whole for investment losses due to a breach of fiduciary duty, in which case the portion of the Restorative Contributions intended to restore investment losses is not subject to the annual IRS limits.

Honorable Board of Supervisors
November 2, 2021
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no fiscal impact.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:MM:TP
SRM:KBG:MR:mst

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Department Heads
Coalition of County Unions
Service Employees International Union Local 721



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE
(213) 974-1950
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(213) 626-5578
TDD
(213) 633-0901

RODRIGO A. CASTRO-SILVA
County Counsel

September 29, 2021

Fesia A. Davenport
Chief Executive Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

**Re: Ordinance Amending Title 5 – Personnel of the Los Angeles
County Code**

Dear Ms. Davenport:

Enclosed please find the analysis and ordinance amending Title 5 – Personnel of the Los Angeles County Code relating to the County of Los Angeles Deferred Compensation and Thrift ("Horizons") Plan, the Pension Savings Plan, and the County of Los Angeles Savings ("Savings") Plan to provide that, when determined to be necessary by the County and Administrative Committee to settle litigation against each Plan, each Administrative Committee and/or the County regarding alleged violations of applicable fiduciary or employment laws that have resulted in lost contributions or benefits under the Plan, the County may make contributions to the Plan, subject to applicable limitations under the Internal Revenue Code.

Very truly yours,

RODRIGO A. CASTRO-SILVA
County Counsel

By

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

APPROVED AND RELEASED:

NICOLE DAVIS TINKHAM
Chief Deputy

RDB:bd
Enclosure



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

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Dear Ms. Davenport:

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Very truly yours,

RODRIGO A. CASTRO-SILVA
County Counsel

A handwritten signature in black ink, appearing to read "Richard D. Bloom".

By

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

APPROVED AND RELEASED:

A handwritten signature in blue ink, appearing to read "Nicole Davis Tinkham".

NICOLE DAVIS TINKHAM
Chief Deputy

RDB:bd
Enclosure

ANALYSIS

This ordinance amends Title 5 – Personnel of the Los Angeles County Code relating to the County of Los Angeles Deferred Compensation and Thrift ("Horizons") Plan, the Pension Savings Plan, and the County of Los Angeles Savings ("Savings") Plan to:

- Provide that, when determined to be necessary by the County and Administrative Committee to settle litigation against each Plan, each Administrative Committee and/or the County regarding alleged violations of applicable fiduciary or employment laws that have resulted in lost contributions or benefits under the Plan, the County may make contributions to the Plan, subject to applicable limitations under the Internal Revenue Code.

RODRIGO A. CASTRO-SILVA
County Counsel

By: 

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

RDB:bd

Requested: 09/16/2021
Revised: 09/16/2021

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel of the Los Angeles County Code, relating to the County of Los Angeles Deferred Compensation and Thrift Plan, the Pension Savings Plan, and the County of Los Angeles Savings Plan.

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

SECTION 1. Section 5.19.055 is hereby added to read as follows:

5.19.055 Settlement of Litigation.

If (i) a claim for lost benefits or contributions under the Plan based on a breach of fiduciary duty or violation of applicable employment law is filed by one or more Participants and/or Beneficiaries ("Claimants") in a court of competent jurisdiction against the Plan, the Administrative Committee and/or the County, and (ii) the Administrative Committee and the County agree that there is a reasonable risk of liability and that it is prudent to settle such claim, the County may make such contributions to the Plan as are reasonably agreed to by the parties in a bona fide settlement agreement resolving such claim in order to make Claimants whole for such losses ("Restorative Contributions"). Any Restorative Contributions generally shall be subject to the limitations in effect under Section 5.19.060 for the Plan Year in which such Restorative Contributions are made; provided, however, that Restorative Contributions made to restore investment losses to the Plan resulting from actions by a fiduciary for which there is a reasonable risk of liability for breach of a fiduciary duty under state law are not subject to such limitations if Claimants who are similarly situated are treated similarly with respect to such Restorative Contributions.

SECTION 2. Section 5.25.053 is hereby added to read as follows:

5.25.053 Settlement of Litigation.

If (i) a claim for lost benefits or contributions under the Plan based on a breach of fiduciary duty or violation of applicable employment law is filed by one or more Eligible Employees, Participants and/or Beneficiaries ("Claimants") in a court of competent jurisdiction against the Plan, the Administrative Committee and/or the County, and (ii) the Administrative Committee and the County agree that there is a reasonable risk of liability and that it is prudent to settle such claim, the County may make such contributions to the Plan as are reasonably agreed to by the parties in a bona fide settlement agreement resolving such claim in order to make Claimants whole for such losses ("Restorative Contributions"). Any Restorative Contributions generally shall be subject to the limitations in effect under Section 5.25.040 for the Plan Year in which such Restorative Contributions are made; provided, however, that Restorative Contributions made to restore investment losses to the Plan resulting from actions by a fiduciary for which there is a reasonable risk of liability for breach of a fiduciary duty under state law are not subject to such limitations if Claimants who are similarly situated are treated similarly with respect to such Restorative Contributions.

SECTION 3. Section 5.26.155 is hereby added to read as follows:

5.26.155 Settlement of Litigation.

If (i) a claim for lost benefits or contributions under the Plan based on a breach of fiduciary duty or violation of applicable employment law is filed by one or more Eligible Employees, Participants and/or Beneficiaries ("Claimants") in a court of competent jurisdiction against the Plan, the Administrative Committee and/or the

County, and (ii) the Administrative Committee and the County agree that there is a reasonable risk of liability and that it is prudent to settle such claim, the County may make such contributions to the Plan as are reasonably agreed to between the parties in a bona fide settlement agreement resolving such claim in order to make Claimants whole for such losses ("Restorative Contributions"). Any Restorative Contributions generally shall be treated as Annual Additions subject to the limitations in effect under Section 5.26.160 for the Plan Year in which such Restorative Contributions are made; provided, however, that Restorative Contributions made to restore investment losses to the Plan resulting from actions by a fiduciary for which there is a reasonable risk of liability for breach of a fiduciary duty under state law are not subject to such limitations, as and to the extent permitted under Treasury Regulations Section 1.415(c)-1(b)(2)(ii), if Claimants who are similarly situated are treated similarly with respect to such Restorative Contributions.

SECTION 4. Pursuant to Government Code Section 25123(f), this ordinance shall become effective immediately upon final passage.

[CH525KBGCEO]

**TREATMENT OF CERTAIN RESTORATIVE CONTRIBUTIONS
UNDER THE DEFINED CONTRIBUTION PLANS
SUMMARY OF CHANGES**

	SECTION	TITLE	DESCRIPTION OF CHANGE & COMMENTS
1	5.19.055 [New]	County of Los Angeles Pension Savings Plan – Settlement of Litigation	<p>Adding new section to allow for settlement of litigation restorative contributions to the Plans.</p> <p>If a claim of breach of fiduciary duty or violation of employment law which may result in a loss of contributions or benefits is brought before the Plan Administrative Committees (PACs), the County or the Plans, and if the County and the PACs determine there is reasonable risk and that the best course of action is to settle, then restorative contributions could be made to the Plans within the confines of Internal Revenue Code contribution limits and regulations so long as there has been a bona fide settlement agreement to make the claimant whole with restorative contributions.</p>
2	5.25.053 [New]	County of Los Angeles Deferred Compensation and Thrift Plan – Settlement of Litigation	Same as above.
3	5.26.155 [New]	County of Los Angeles Savings Plan – Settlement of Litigation	Same as above.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☐ Board Letter

☒ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	10/6/2021	
BOARD MEETING		
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Alternate Public Defender Office (APD)	
SUBJECT	ADVANCE NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH PUBLICIS SAPIENT, LLC (FORMERLY VERTIBA LLC) FOR THE LICENSING, DEVELOPMENT, IMPLEMENTATION, MAINTENANCE, AND SUPPORT OF A CLIENT CASE MANAGEMENT SYSTEM (CCMS)	
PROGRAM	Technical and Business Operations	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Through a motion passed in October 2016, the Board directed APD and PD to implement a similar case management system and requested that APD wait until PD was near completion to begin their own implementation of CCMS.	
DEADLINES/ TIME CONSTRAINTS	APD must replace its legacy system in order to meet Superior Court's integration of Odyssey CMS in September 2022 since data exchanges will cease to exist without replacement.	
COST & FUNDING	Total cost: Approximately \$5,873,000.00	Funding source: IT Legacy Modernization Fund
	TERMS (if applicable): 5-year contract with the 2 one-year terms optional for additional support	
	Explanation:	
PURPOSE OF REQUEST	A new sole source contract with Publicis Sapient will ensure a seamless implementation period given the short time frame available before the Superior Court implements their own criminal case management system, Odyssey, in September 2022.	
BACKGROUND (include internal/external issues that may exist)	The implementation of CCMS is consistent with the County's legacy applications replacement initiative. The Board's plan would leverage the CCMS to provide separate case management systems on a common system platform for APD and PD as directed by the October 2016 Board Motion.	
DEPARTMENTAL AND OTHER CONTACTS	Erika Anzoategui, Director (213) 974-8150 Eanzoategui@apd.lacounty.gov Jane Yang (Presenter), Division Chief (213) 974-0242 Jyang@apd.lacounty.gov Jordan Yerian, Deputy Alternate Public Defender, Jyerian@apd.lacounty.gov	



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Erika Anzoategui
Alternate Public Defender

September 1, 2021

To: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Erika Anzoategui
Alternate Public Defender

A handwritten signature in black ink, appearing to be "E.A.", is written over the printed name of Erika Anzoategui.

**ADVANCE NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE
CONTRACT WITH PUBLICIS SAPIENT, LLC (FORMERLY VERTIBA LLC)
FOR THE LICENSING, DEVELOPMENT, IMPLEMENTATION, AND
MAINTENANCE AND SUPPORT OF A CLIENT CASE MANAGEMENT
SYSTEM (CCMS)**

In accordance with Board of Supervisors (Board) Policy 5.100, this letter provides advance notification to the Board, that the Los Angeles Alternate Public Defender (APD) intends to negotiate a new sole source contract with Publicis Sapient (PS) for the licensing, development, implementation, maintenance and support of a new CCMS.

BACKGROUND

APD was on track to replace our legacy CMS system in 2014, however, on October 11, 2016, the Board approved a Juvenile Indigent Defense System Reforms Motion to expand the services of the APD. Through this motion, the Board directed the APD and Public Defender (PD) to implement a uniform integrated case management system for juvenile defense within eighteen months of Board approval of the selected vendor (Attachment 1). This set-in motion a larger scale project that would seek to fit the needs of multiple departments and provide the ability to adapt to future needs.

CONTRACTING PROCESS

For efficiency, the Board directed the APD to wait until the PD finished Phase III of its CCMS project to start APD implementation.

In 2015, the PD, in consultation with the County's Chief Information Officer and Information Systems Advisory Board (ISAB) engaged project management company Public Consulting Group (PCG) (Contract Number PCG073014) to identify the differences between PD and APD system requirements. After PCG released a report identifying, describing, and validating the PD's case management options, they devised a procurement strategy and assisted in the Request for Proposals (RFP). On December 22, 2015, the County released the RFP for a case management system and PS received the highest score and was selected to be the prime contractor to procure the third-party software from Salesforce.

The contract with PCG for project management was amended to extend its terms through December 31, 2017, in order to incorporate APD into the CCMS requirements, conduct system readiness assessments and secure additional contract negotiations with PS. The CCMS solution will be designed to include workflow efficiency between the APD and PD. The APD collaborated heavily during this period over the design and project implementation to meet the Board's directive and ensure an ideal start once APD was ready to begin the process.

On October 10, 2017, the Board adopted a five-year contract between the PD and PS for the licensing, development, implementation, maintenance and support of Phase III of the CCMS project. The PD is close to completing its Phase III, and the APD is requesting to engage PS with our own sole source contract.

JUSTIFICATION

The purpose of this contract would be to fulfill the Board's directive and meet the County's current and future technology requirements. The Superior Court will implement its new Case Management System with a go-live date of October 1, 2022, which will make APD's current legacy case management system obsolete. The APD must implement this new CCMS system to maintain a competent representation of our clients by connecting attorneys, paralegals, and investigators with necessary case information.

PS's expertise has ensured a successful implementation of the CCMS solution for the PD that can be easily configured to meet the needs of the APD. CCMS is unequivocally the best available choice for APD, based on a variety of metrics, but in particular, its ability to fulfill the Board's mandate for a new system, the functionality over other systems, and the relative ease of implementation in light of the urgency to replace our legacy system. PS's profound knowledge in deployment will enable APD to be at the forefront of technology, providing the ability to adapt to future technology and business changes.

CONCLUSION:

Consistent with the Board Policy 5.100, I am informing the Board of my intention to negotiate a new Sole Source Contract with PS. We will return to your Board for approval of the final negotiated sole source agreement.

If you have any questions, please contact me at (213) 974-8163, or your staff may contact Jane Yang at (213) 974-0242.

ECA:JY
ROM

Fesia A. Davenport, CEO
Celia Zavala, Executive Officer
Sheila Williams
Each Board Justice Deputy
County Counsel

AGN. NO. _____

**MOTION BY SUPERVISORS MARK RIDLEY-THOMAS AND
SHEILA KUEHL**

October 11, 2016

Juvenile Indigent Defense System Reforms

Los Angeles has a larger delinquency system than any other California county and is larger than many states. The County of Los Angeles (County) has an obligation to ensure that indigent juveniles are provided with quality, competent and effective attorneys.

On February 11, 2014, the Board of Supervisors (Board) directed the Chief Executive Officer (CEO) to retain an independent neutral consultant to perform a comprehensive review of the County's juvenile indigent defense structure, and to provide recommendations for system improvements. The Chief Justice Earl Warren Institute on Law and Social Policy at UC Berkeley School of Law was chosen to perform the analysis.

The report looked at the County's juvenile indigent defense system, as it exists now and identified the strengths and weaknesses of that system based on data, stakeholder input, national and local standards, and comparisons with other California counties.

Key findings from the report were: the current structure lacked appropriate oversight; a payment structure was established that incentivizes rapid resolution of as many cases as possible; and given the lack of administrative oversight the County was unable to identify and respond to critical issues such as ineffective assistance of counsel, unmanageable

- MORE -

MOTION

RIDLEY-THOMAS _____

KUEHL _____

KNABE _____

ANTONOVICH _____

SOLIS _____

caseloads, and billing and contract irregularities. The County's juvenile indigent defense system was established more than twenty years ago and the basic structure remains unchanged today despite substantial changes over the years to the juvenile justice system.

The report also indicated that unlike adult defense, juvenile defense attorneys, fulfill a dual role: they must defend their clients against the allegations and must advocate for their clients' broader care, treatment, and guidance both before and after disposition of the criminal charges. This expanded scope includes the thorough mental health, substance abuse, educational and developmental evaluations and services and treatment as deemed necessary. Such representation is not only both ethically and legally required but it is smart, as research shows that youth receiving more comprehensive wraparound representation have better outcomes in areas including emotional and behavioral health, family functioning, education, delinquency, and police contact.

On April 5, 2016, the Board directed the CEO, in coordination with an outside consultant retained by County Counsel, to evaluate various options designed to further improve the indigent defense system in the County. The options considered would determine who should represent juveniles when the Public Defender has a conflict or is unavailable and how the County should select, manage, train, compensate and oversee conflict panel attorneys. Several options were considered and assessed and ultimately, it was determined that major reforms to the County's juvenile indigent defense system are not only warranted but long overdue.

WE THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Approve the establishment of a new County Juvenile Indigent Defense structure, effective November 1, 2016, whereby all legal defense services for indigent juveniles who would be entitled to representation by the Public Defender but because of a conflict of interest or other lawful unavailability are unable to be represented by the Public Defender, shall be represented by the Alternate Public Defender. Further, the County shall enter into an agreement with the Los Angeles County Bar Association to provide administration, oversight and court appointed attorneys for the representation of indigent juvenile defendants in the Los Angeles Superior Courts when the Public Defender and the Alternate Public Defender are both lawfully unavailable or have a conflict of interest;
2. Direct County Counsel to draft an ordinance within 30 days expanding the services of the Alternate Public Defender to include juvenile defense, if necessary;
3. Direct the Chief Executive Officer to execute an amendment to the existing contract with the Los Angeles County Bar Association to assume responsibility for the third level conflict of juvenile cases effective November 1, 2016; and to execute any and all necessary agreements with the Los Angeles County Bar Association to implement a new countywide juvenile indigent defense program no later than January 31, 2017;

4. Direct Public Defender and Alternate Public Defender to implement a new integrated case management system on a common case platform for the juvenile indigent defense population, within 18 months of Board approval of the selected vendor;
5. Direct the Chief Executive Officer to report back in two weeks with options for a non-justice related, neutral business entity with technical expertise to monitor the governance of this integrated case management system to ensure that the County employs best practice strategies. This report back should include the process of how this entity shall be selected, retained, and if necessary, funded; and
6. Execute an agreement with the existing juvenile panel attorneys if necessary, to continue to provide all requisite legal services for juvenile cases assigned to them prior to November 1, 2016.

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(WP)

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date