



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, May 25, 2022
TIME: 1:00 p.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW. TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#
[Click here to join the meeting](#)

AGENDA

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

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:**
CONSTRUCTION-RELATED CONTRACT CONSTRUCTION MANAGEMENT CORE
SERVICE AREA EMERGENCY SUPPLEMENTAL GENERATOR FOR DOROTHY
KIRBY CENTER CLOSED-CIRCUIT TELEVISION PROJECT
Speaker(s): Sohelia Kalhor (Public Works), Robert Smythe (Probation) and Matthew Diaz (CEO)
 - B. Board Letter:**
APPROVAL OF CONTRACTS FOR FIRE FLEET MAINTENANCE AND REPAIR
SERVICES
Speaker(s): Theresa Barrera and Carlos Santiago (Fire)
 - C. Board Letter:**
DELEGATE AUTHORITY TO THE FIRE CHIEF TO ENTER INTO A FUNDING
AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE LEASE OF A
FIRE FIGHTING HELITANKER
Speaker(s): Theresa Barrera and Jon O'Brien (Fire)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM (PSAMS) AND RELATED SERVICES, APPROVE APPROPRIATION ADJUSTMENT FOR FY 2021-22
Speaker(s): Robert Smythe, Jim Green, and Richard Giron (Probation)
- B.** Board Letter:
APPROVE SOLE SOURCE AMENDMENTS TO EXTEND PROPOSITION A CONTRACTS NUMBER 78467 WITH UNIVERSAL PROTECTION SERVICES, LP DBA ALLIED UNIVERSAL SECURITY SERVICES AND NUMBER 78469 WITH SECURITAS SECURITY SERVICES, USA, INC. FOR ARMED AND UNARMED SECURITY SERVICES
Speaker(s): Irma Santana and Jovie Hough (Sheriff's)
- C.** Board Letter:
APPROVE SOLE SOURCE AMENDMENT NUMBER FOUR TO EXTEND CONTRACT NUMBER 78636 WITH LEGACY COMPUTER SERVICE FOR CONTINUED HEWLETT PACKARD TANDEM NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES
Speaker(s): Angelo Faiella and Marshall Yelverton (Sheriff's)
- D.** Board Briefing:
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING
Speaker(s): Brian Williams (COC)
- E.** Board Briefing:
OFFICE OF INSPECTOR GENERAL (OIG) QUARTERLY REPORT
Speaker(s): Max Huntsman (OIG)
- F.** Board Briefing:
DIVISION OF JUVENILE JUSTICE (DJJ) TRANSITION COMMITTEE BRIEFING
Speaker(s): Adam Bettino (Probation)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

- A.** Board Letter:
REQUEST APPROVAL OF FISCAL YEAR 2021-22 APPROPRIATION ADJUSTMENT FOR CONSULTANT SERVICES TO THE COUNTYWIDE WARRANT SYSTEM FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Speaker(s): Scott Goodwin, Fred Nazarbegan and Joe Salazar (Sheriff)

Wednesday, May 25, 2022

- B. Board Letter:**
PROBATION DEPARTMENT'S INTENT TO PROCEED WITH THE "HOME-LIKE"
IMPROVEMENTS TO BARRY J. NIDORF JUVENILE HALL AND OBTAIN
APPROVAL OF A FISCAL YEAR 2021-22 APPROPRIATION ADJUSTMENT
Speaker(s): Robert Smythe (Probation)
- C. Board Letter:**
AUTHORIZE THE PUBLIC DEFENDER TO EMPLOY RETIRED COUNTY
EMPLOYEES ON A TEMPORARY BASIS
Speaker(s): Jon Trochez (Public Defender)
- D. Board Briefing:**
SHERIFF'S ROSAS BRIEFING
Speaker(s): Hugo Macias (Sheriff)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

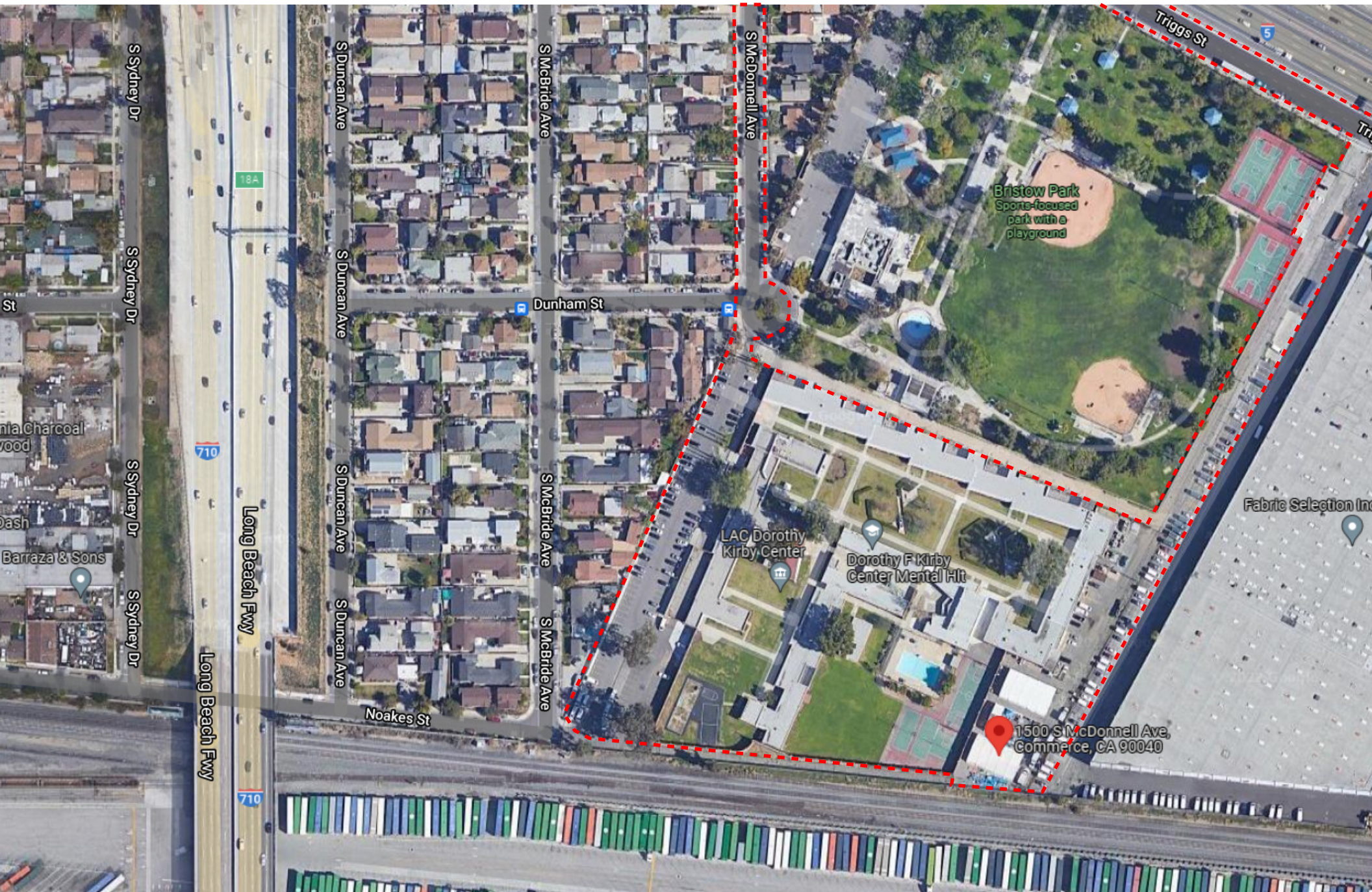
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/18/2022 (Community Services) and 5/25/2022 (Public Safety)	
BOARD MEETING DATE	6/8/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Emergency Supplemental Generator for Dorothy Kirby Center Closed-Circuit Television Project	
PROGRAM	Capital Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Only such items are available to match other products in use at Dorothy Kirby Center and other Probation Department facilities.	
DEADLINES/ TIME CONSTRAINTS	June 8, 2022, Board letter approval	
COST & FUNDING	Total cost: \$2,110,000	Funding source: Net County Cost
	TERMS (if applicable): N/A	
	Explanation: Sufficient appropriation is available in Capital Project No. 87566, Dorothy Kirby Center CCTV Project, to fully fund the proposed project.	
PURPOSE OF REQUEST	Approval to establish the project and adopt, advertise, and award the construction contract.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Installation of a dedicated electrical network infrastructure and back-up power to support the forthcoming Closed-Circuit Television Project.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Construction Bid requirements support and encourage equity.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Assistant Deputy Director, (626) 300-3200, cell (626) 614-7217, vyu@pw.lacounty.gov	

Probation Department Dorothy Kirby Center



1500 South McDonnell Avenue, Commerce, CA 90040

June 8, 2022

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:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
EMERGENCY SUPPLEMENTAL GENERATOR FOR
DOROTHY KIRBY CENTER
CLOSED-CIRCUIT TELEVISION PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7705; CAPITAL PROJECT NO. 87566
(FISCAL YEAR 2021-22)
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to establish the Emergency Supplemental Generator for Dorothy Kirby Center Closed-Circuit Television Project, approve the project budget for the installation of a permanent emergency supplemental generator, adopt plans and specifications, direct the advertising for construction bids, and authorize Public Works to award and execute a construction contract for the project located in the City of Commerce.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Establish and approve the Emergency Supplemental Generator for Dorothy Kirby Center Closed-Circuit Television Project, Capital Project No. 87566, and approve the project budget of \$2,110,000.
3. Adopt the plans and specifications that are on file with Public Works for the project and make a finding that the items specified as sole source items in the plans and specifications are the only such items available to match other products in use at

Dorothy Kirby Center and other Probation Department facilities and may be designated by specific brand name in accordance with State Public Contract Code Section 3400.

4. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on July 21, 2022, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
5. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$5,000 not-to-exceed amount funded by the project funds.
6. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bid submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the contract can be awarded within the approved total project budget. Establish the effective date of the contract upon receipt of acceptable performance bonds, payment bonds, and required contractor insurance by Public Works, and to take all other actions necessary and appropriate to deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Emergency Supplemental Generator for Dorothy Kirby Center Closed-Circuit Television (CCTV) Project exempt from the California Environmental Quality Act; establish Capital Project No. 87566; approve the project budget; adopt plans and specifications; find the project has properly designated certain products by specific brand name; direct the advertising for construction bids; and authorize Public Works to award and execute a construction contract for the project.

Project Description and Background

The proposed Generator Project is located at the Dorothy Kirby Center, a Probation Department facility located at 1500 South McDonnell Avenue, Commerce, California 90040, in Los Angeles County. The delivery of this project will supplement

existing electrical infrastructure and provide a dedicated electrical system required to support the proposed Dorothy Kirby Center CCTV Project currently in development, which is being delivered by the Internal Services Department (ISD).

The scope of work for the Generator Project encompasses installation of a dedicated electrical network infrastructure, back-up power to support the proposed future CCTV Project, and associated cooling systems. The Generator Project includes installation of a 250 kVA dedicated supplemental standby generator, a 72-hour fuel tank, automatic transfer switch, annunciator, and new electrical sub-panels at each identified intermediate distribution frame location within the entire facility.

Public Works has completed the design, project estimating services, and obtained jurisdictional approvals to proceed with construction. The proposed generator will be installed in the service yard adjacent to the existing standby generator. The Generator Project will be delivered via design-bid-build contracting. The Dorothy Kirby Center will remain operational during construction.

Implementation of Strategic Plan Goals

The recommended actions support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. These recommendations contribute to this goal by investing in public infrastructure that will maximize the effectiveness of the process, structure, and operations to support timely delivery of public service.

FISCAL IMPACT/FINANCING

The total cost for delivery of the proposed Generator Project, including plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, and County services, is estimated at \$2,110,000 (see Enclosure A).

The proposed Generator Project is funded with \$2,110,000 in prior year net County cost. Sufficient appropriation is available in Capital Project No. 87566, Dorothy Kirby Center CCTV Project, to fully fund the proposed Generator Project.

The proposed Dorothy Kirby Center CCTV Project will be delivered by ISD. An ISD Board letter is forthcoming for the Board's consideration.

Operating Budget Impact

The scope of work consists of installing a dedicated electrical network infrastructure and back-up power to support the future CCTV Project. Public Works does not anticipate any one-time, start-up costs; however, Probation Department anticipates a marginal increase in ongoing maintenance and operational cost due to the project. Probation Department and ISD will work with the Chief Executive Office to confirm the appropriate level of funding to accommodate this increased cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Generator Project will be advertised in accordance with Section 20125 of the State Public Contract Code.

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.

The plans and specifications include the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contract Division.

The State Public Contract Code Section 3400 allows a product to be designated by specific brand name for any of the following purposes: to determine the products suitability for future use, to match other products in use on a completed public improvement, to obtain a necessary item that is only available from one source, or to respond to an emergency declared by the state or local agency. See Enclosure B for items designated by specific brand names referenced in the proposed Generator Project plans and specifications, as well as purposes in compliance with Section 3400 of the State Public Contract Code. The Notice of Inviting Bids includes language describing this finding.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the proposed Generator Project will have a best-efforts goal of 30 percent of the total California craft worker hours of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Generator Project budget includes one percent of the eligible design and construction in the amount of \$10,000 to be allocated toward the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from the California Environmental Quality Act. The project includes the following components: a generator and required electrical appurtenances to supplement existing electrical infrastructure. Therefore, the scope is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a), (b), and (f), 15303 (d), 15304 (f) and (i), 15311 and 15329 (b) (2) and (3) of the State California Environmental Quality Act Guidelines; and Classes 1 (d) and (e), 3 (i), 4 (k), 6 (a) and (c), 11, and 29 (b) (2) and (3) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes maintenance and minor alterations to existing facilities, installation of mechanical equipment at existing facilities, minor alteration to land, accessory structures, and cogeneration projects at existing facilities.

The proposed activities involve negligible or no expansion of an existing use of existing facilities. The proposed Generator Project does not include tree removal. In addition, based on the records of the Generator Project, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemption inapplicable.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with California Public Resources Code 21152 and will post the Notice of Determination to the County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (see Enclosure C).

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites for open bids.

In addition, to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

Participation by Community Business Enterprises in the project is encouraged through Public Works' Community Business Enterprises Outreach Program and by monitoring the good faith efforts of bidders to utilize Community Business Enterprises.

An award by Public Works will be made upon review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the State Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

During implementation of the proposed improvements, Public Works will work with Probation Department to minimize impacts to the existing operations to ensure minimal disruption to services. Furthermore, Public Works will continue to coordinate with ISD to ensure the proper infrastructure is developed to support the proposed future CCTV installation.

Approval of the recommended actions will have no significant impact on current County services or projects.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works,
Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:VY:mm

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Service Department
Probation Department

ENCLOSURE A

June 8, 2022

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
EMERGENCY SUPPLEMENTAL GENERATOR FOR
DOROTHY KIRBY CENTER
CLOSED-CIRCUIT TELEVISION PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET
ADOPT, ADVERTISE, AND AWARD
SPECS. 7705; CAPITAL PROJECT NO. 87566
(FISCAL YEAR 2021-22)
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

PROJECT SCHEDULE

Project Activity	Completion Date
Design	02/10/2022*
Jurisdictional Approval	03/31/2022*
Construction Bid	07/21/2022
Construction	
Substantial Completion	12/08/2023
Project Acceptance	02/19/2024

*Indicates a completed activity.

PROJECT BUDGET

Budget Category	Budget
Construction	
Construction	\$1,206,000
Change Orders (15%)	\$181,000
Civic Arts	\$10,000
Subtotal	\$1,397,000
Plans and Specifications	\$140,000
Consultant Services	\$33,000
Miscellaneous Expenditures	\$24,000
Jurisdictional Reviews	\$26,000
County Services	\$490,000
Total	\$2,110,000

ENCLOSURE B

June 8, 2022

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
EMERGENCY SUPPLEMENTAL GENERATOR FOR
DOROTHY KIRBY CENTER
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(FISCAL YEAR 2021-22)
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

**LIST OF SPECIFIC BRAND NAMES IN ACCORDANCE WITH STATE PUBLIC
CONTRACT CODE SECTION 3400**

	Item/Category	Manufacturer	Model	Purpose
1	Generator	Cummins	C200D6D	In order to match other products in use at Dorothy Kirby Center and other Probation Department facilities.
2	Diesel Particulate Filter	Johnson Matthey	JM-SDPF-2	In order to match other products in use at Dorothy Kirby Center and other Probation Department facilities.

June 8, 2022

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
EMERGENCY SUPPLEMENTAL GENERATOR FOR
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(FISCAL YEAR 2021-22)
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE OF
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
4	7705	Emergency Supplemental Generator for Dorothy Kirby Center Closed-Circuit Television Project	July 21, 2022

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://pw.lacounty.gov/go/constructioncontracts>. For bid information, please call Mr. Michael Blackwood of Business Relations and Contracts Division at (626) 300-2362. Each bid shall be submitted electronically through Bid Express. Bids will be publicly opened, examined, and declared by Public Works at 10:30 a.m. on this date using Microsoft Teams Live Meeting platform.

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General Contractor's license and all licenses needed to complete the work (this may be possessed by a subcontractor to the general) at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor

ENCLOSURE C

June 8, 2022

and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division II, will hold a voluntary prebid conference/site visit on Thursday, June 23, 2022, at 10:00 a.m., at 1500 South McDonnell Avenue, Commerce, California 90040 to provide information on the project, bidding process, and project walk and answer any questions that the potential bidders may have. For further directions, please contact Mr. Blackwood at mblackwood@pw.lacounty.gov. The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises. The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

Americans with Disabilities Act Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference [PMII-3].

June 8, 2022

Información sobre la Ley de Estadounidenses con Discapacidades



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primero marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuando se haga una petición razonable para acomodo, por favor mencione [PMII-3].

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated June 8, 2022.

Specs. 7705

CELIA ZAVALA, EXECUTIVE OFFICER OF
THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/25/2022		
BOARD MEETING DATE	6/8/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	FIRE		
SUBJECT	APPROVAL OF CONTRACTS FOR FIRE FLEET MAINTENANCE AND REPAIR SERVICES		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	NONE		
COST & FUNDING	Total cost: \$390,000	Funding source: District's Fiscal Year 2022-23 Adopted Budget	
	TERMS (if applicable): An initial term of three years with two one-year extension options, and twelve month-to-month extension options.		
	Explanation: The maximum sum represents the total cost based on the District's \$390,000 annual budget for these services, divided among four Contracts for four service categories.		
PURPOSE OF REQUEST	The recommended actions will enable the District to continue to obtain Fire Fleet Maintenance and Repair Services on an as needed, intermittent basis. Currently, the services are provided by various contract vendors whose existing Contracts will expire on June 30, 2022.		
BACKGROUND (include internal/external issues that may exist including any related motions)	These Contracts include service categories required by the District that comply with the State of California Department of Consumer Affairs, Bureau of Automotive Repair; and all Original Equipment Manufacturer (OEM) part specifications.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Theresa Barrera, Deputy Fire Chief – (323) 881-2426 – Theresa.Barrera@fire.lacounty.gov		



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

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

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

June 8, 2022

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

Dear Supervisors:

APPROVAL OF CONTRACTS FOR FIRE FLEET MAINTENANCE AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval of four contracts for Fire Fleet Maintenance and Repair Services in various service categories on an as needed and intermittent basis for the repair and maintenance of its vehicles and equipment.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve and instruct the Fire Chief, or his designee, to sign four Contracts (Attachment A) between the District and the attached list of selected vendors (Attachment B) to provide Fire Fleet Maintenance and Repair Services.
2. Authorize the maximum annual sum of \$390,000 for all four Contracts combined, including an initial Contract term of three years, two one-year extension options, and twelve month-to-month extension options. The maximum sum represents the total cost based on the District's \$390,000 annual budget for these services, divided among four Contracts for four service categories as follows:

- | | |
|--|------------------|
| • Brake, Suspension Overhaul, and Repair Services: | \$90,000 annual |
| • Brake Component Rebuild and Repair Services: | \$100,000 annual |
| • Drivetrain Overhaul and Repair Services: | \$100,000 annual |

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

- Gear Component Rebuild and Repair Services: \$100,000 annual
3. Delegate authority to the Fire Chief, or his designee, to (a) execute amendments, suspensions, or termination if deemed necessary, including the extensions as described in recommendation two above, and in accordance with the approved Contract terms and conditions and with County Counsel approval as to form; (b) approve and execute amendments to adjust the annual budgets amongst the four service categories based on utilization, provided the amounts payable under such amendments do not exceed the \$390,000 annual budget, and increases do not exceed ten percent of each individual total Contract amount.
 4. Find that the Contracts are exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the District to continue to obtain Fire Fleet Maintenance and Repair Services on an as needed, intermittent basis. Currently, the services are provided by various contract vendors whose existing Contracts will expire on June 30, 2022.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner. The selected vendors have the specialized experience to provide these services effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

FISCAL IMPACT/FINANCING

Sufficient funding will be included in the District's Fiscal Year 2022-23 Adopted Budget. The District will continue to allocate the necessary funds throughout the duration of the Contracts. The Contracts include an allowance for Cost of Living Adjustments (COLAs) after the initial three-year base contract term.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These Contracts include service categories required by the District that comply with the State of California Department of Consumer Affairs, Bureau of Automotive Repair; and all Original Equipment Manufacturer (OEM) part specifications.

The selected vendors comply with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agree to maintain compliance with all requirements throughout the term of the Contracts. The attached Contracts provide that the

District has no obligation to pay for expenditures incurred by the selected vendors beyond each of their pricing mechanisms. Further, the selected vendors will not be asked to perform services that exceed the approved scope of work or term.

The CEO's Risk Management Section reviewed the Contracts prior to the release of the solicitations and concurred with the provisions relating to insurance and indemnification. The Contracts have been approved as to form by County Counsel and have been signed by the selected vendors. On final analysis and consideration of the award, the vendors were selected based on their qualifications and bid amounts.

The Living Wage Ordinance provisions do not apply to these Contracts, as they are not Proposition A Contracts as the services are needed on an intermittent and as needed basis.

ENVIRONMENTAL DOCUMENTATION

The services provided through the proposed Contracts will not have a significant effect on the environment; and therefore, they are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On January 10, 2022, the District released five Invitations for Bids (IFBs) to solicit Fire Fleet Maintenance and Repair Services in five fire fleet service categories. The District posted announcements on the County's WebVen portal, the District's contracting webpage, and placed an advertisement in the Los Angeles Times newspaper.

The District is recommending four vendors for contract award to ensure coverage to all Supervisorial Districts throughout the County of Los Angeles.

On the February 9, 2022, bid submission deadline, the District received the following responses:

- **Brake, Suspension Overhaul & Repair Services:** Two vendors submitted bids. As a result, California Frame & Axle was determined to be the lowest cost bidder. One bid was disqualified due to non-responsiveness in not meeting the minimum requirements. The vendor was offered the opportunity to submit a Request for Disqualification Review; however, the vendor did not elect to request a review.
- **Brake Component Rebuild and Repair Services:** One vendor submitted a bid. As a result, American Moving Parts, LLC, was determined to be the lowest cost bidder.
- **Drivetrain Overhaul and Repair Services:** One vendor submitted a bid. As a result, California Clutch & Gear was determined to be the lowest cost bidder.
- **Gear Component Rebuild and Repair Services:** One vendor submitted a bid. As a result, California Clutch & Gear was determined to be the lowest cost bidder.

- **Hydraulics Systems Component Repair Services:** One vendor submitted a bid; however, the bid was disqualified due to non-responsiveness in not providing California Secretary of State required documentation. The vendor was offered the opportunity to submit a Request for Disqualification Review; however, the vendor did not elect to request a review.

The District has reviewed the Contractor Alert Reporting Database to assess the selected vendors' past performance, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints that would prevent the selected vendors from contracting with the District. The selected vendors were evaluated and deemed capable of performing the services requested based on their qualifications and experience as stated in their submissions.

IMPACT ON CURRENT SERVICES

Award of these Contracts will not result in the displacement of any County employees as these services are presently obtained from various vendors. The Contracts will not result in a reduction of service, and there is no change in risk exposure to the County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:jc

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

SAMPLE

Attachment A

CONTRACT



BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY**

AND

CALIFORNIA FRAME & AXLE

FOR

**FIRE FLEET BRAKE & SUSPENSION OVERHAUL & REPAIR
SERVICES**

FOR ALL SUPERVISORIAL DISTRICTS

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FIRE FLEET BRAKE & SUSPENSION OVERHAUL & REPAIR SERVICES

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- E District's Administration
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- G Covid-19 Vaccination Certification of Compliance
- G1 Contractor Acknowledgement and Confidentiality Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
CALIFORNIA FRAME & AXLE
FOR
FIRE FLEET BRAKE & SUSPENSION OVERHAUL & REPAIR
SERVICES
FOR ALL SUPERVISORIAL DISTRICTS**

This Contract and Exhibits made and entered into this 1st day of July 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and California Frame & Axle, hereinafter referred to as "Contractor." Contractor is located at 6049 Rugby Avenue, Huntington Park, California, 90255.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Brake & Suspension Overhaul & Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Brake & Suspension Overhaul & Repair Services; and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Fire Fleet Brake & Suspension Overhaul & Repair Services; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, G1, H, and I 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 Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Covid-19 Vaccination Certification of Compliance
- 1.8 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit H - Jury Service Ordinance
- 1.10 Exhibit I - Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **Contract:** This agreement executed between the District 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 including the Statement of Work, Exhibit A.

- 2.3 **Contractor**: The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.4 **Contractor Project Manager**: The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County**: The County of Los Angeles, a political subdivision of the State of California.
- 2.6 **District**: The Consolidated Fire Protection District of Los Angeles County.
- 2.7 **District Project Director**: Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.8 **District Project Manager**: Person designated by District's Project Director to manage the operations under this contract.
- 2.9 **Statement of Work**: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.10 **Day(s)**: Calendar day(s) unless otherwise specified.
- 2.11 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 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 herein.
- 3.2 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 District.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the

Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.
- 4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

- 5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term shall not exceed, in aggregate, **\$90,000** per contract year for all five Supervisorial Districts combined. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.
 - 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.
 - 5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.
 - 5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such

amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 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 occur only with the District's express prior written approval.

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

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

The Contractor shall have no claim against District 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 except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. 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 District 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 District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.
- 5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:
1. Chad Idol, District Project Manager
Email: Chad.Idol@fire.lacounty.gov

Mitch Connett, District Project Director
Email: Mitch.Connett@fire.lacounty.gov

Email: ffpod@fire.lacounty.gov

for review and approval of all invoices; and
 3. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Purchase Requisition (PR) Number

- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices

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

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor 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 A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Customary/Ordinary Fees

5.9.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of \$10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.9.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed \$25 which do not need to be itemized.
- Miscellaneous shop supplies charges in excess of 2% or \$25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.9.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.9.4 California Lead Acid Battery Recycling (if applicable)

Contractors may include \$1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.9.5 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.9.6 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

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

6.1 District's Project Director

The responsibilities of the District's Project Director include:

- 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
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District 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.

6.2 District's Project Manager

The role of the District's Project Manager 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 District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- 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 District'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 District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The

Contractor will notify the District in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 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 District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District 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.

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

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

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or

to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 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.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.

8.0 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 shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.
- 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 District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - 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 the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District'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, District 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

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

8.4 Budget Reductions

In the event that the County's Board 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 District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District'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.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 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 this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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 D - Contractor's EEO Certification.

8.8 Compliance with 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 H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the District'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.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
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 District 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 District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the District’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District 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 District’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District’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 District. 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 sub-paragraph shall be a material breach of this Contract.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor 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: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@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 years but may exceed five 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

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative 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 District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
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.

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.
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.
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 the Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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 Contract 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 District's Quality Assurance Plan

The District 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 District 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 District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to District 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 District 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, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor 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

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.

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

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, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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 sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 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 District 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 District 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 District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 District. 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 subparagraph 7.5 - Confidentiality.

8.23 Indemnification

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.

8.24 General Provisions for All Insurance Coverage

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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, 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 District at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the District's failure to obtain, nor the District'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.

Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General

Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of 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.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 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.

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

effective date of 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.

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits

of not less than **\$1 million** for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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 District as the Alternate Employer. The written notice shall be provided to District 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 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

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

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":
\$1 million each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **\$1 million** per vehicle

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	\$500,000
Products/Completed Operations:	\$500,000
Personal and Advertising Injury:	\$500,000
Per Accident:	\$500,000

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":
\$500,000 each accident

8.26 Liquidated Damages

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

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the

Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work (SOW) Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

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

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below

those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 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.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the District.

- 8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District 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 District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District 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.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the District 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.

8.36 Public Records Act

8.36.1 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 sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in

response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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.

- 8.36.2 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 bid 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.

8.37 Publicity

- 8.37.1 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 District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- 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 District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

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 and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, 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 District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 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 District shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.3 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 District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the

Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

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

8.39 Recycled Bond Paper

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.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the District.

- 8.40.3 The Contractor shall indemnify 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.
- 8.40.4 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 District's approval of the Contractor's proposed subcontract.
- 8.40.5 The District's consent to subcontract shall not waive the District'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 District right.
- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
- 8.40.7 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 District's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Ave., Suite 100
Commerce, CA 90040-4001

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-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 District may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, 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.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 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 sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 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 District 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 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 sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the District provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The District 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 District 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 District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the

Contractor; or

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

8.45.2 The rights and remedies of the District provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, 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 District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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 subparagraph 8.49 shall not be exclusive and are in addition to any other

rights and remedies provided by law or under this Contract.

8.50 Warranty Against Continent Fees

8.50.1 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.

8.50.2 For breach of this warranty, the District 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.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "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 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.

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information

regarding the time off for voting law (Elections Code Section 14000). Not less than 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.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District 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.

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.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to

uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card

(issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

- 9.1.1 The Contractor shall indemnify, hold harmless and defend District 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, 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. District 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.
- 9.1.2 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 District'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 District's continued use of the system is not materially impeded, shall either:
 - Procure for District all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.1.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner

for which the questioned product was not designed nor intended.

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/> County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Limitation on Corporate Acts

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.3.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.4 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.6 Suspension

9.6.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

- 9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.6.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.7 Transition of Contract Services

9.7.1 Completion of Contract

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

FIRE FLEET MAINTENANCE AND REPAIR SERVICES**LIST OF SELECTED VENDORS**

SERVICE CATEGORY	LIST OF VENDORS	ANNUAL BUDGET
Brake & Suspension Overhaul & Repair Services	<ul style="list-style-type: none">• California Frame & Axle	\$90,000
Brake Component Rebuild and Repair Services	<ul style="list-style-type: none">• American Moving Parts, LLC	\$100,000
Drivetrain Overhaul and Repair Services	<ul style="list-style-type: none">• California Clutch & Gear, Inc.	\$100,000
Gear Component Rebuild and Repair Services	<ul style="list-style-type: none">• California Clutch & Gear, Inc.	\$100,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/25/2022	
BOARD MEETING DATE	6/8/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	FIRE	
SUBJECT	DELEGATE AUTHORITY TO THE FIRE CHIEF TO ENTER INTO A FUNDING AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE LEASE OF A FIRE FIGHTING HELITANKER	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	NONE	
COST & FUNDING	Total cost: \$5.544 million	Funding source: SCE Funding of \$5.544 million; The District will be responsible for the flight hours and other operational costs for the maximum term of the lease agreement which will be funded by the District's FY 2022-2023 Final Adopted Budget.
	TERMS (if applicable): 165 days	
	Explanation: 165 days of associated fixed lease costs for the lease of a Fire Fighting Helitanker (Helitanker).	
PURPOSE OF REQUEST	Funding from SCE for the lease of a Helitanker shall be approved with a start date of July 1, 2022, and the Helitanker will be interagency approved and available to support federal, state & local government incidents throughout the SCE service area.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Funding for 2021 was provided by SCE as part of a pilot program. For 2022, SCE has decided to renew funding to the District. Therefore, a new funding agreement is now necessary. The funding agreement (Attachment A) has been approved substantially as to form by County Counsel. In accordance with this agreement, the District will prioritize fire suppression activities in and throughout SCE's service territory that includes Los Angeles County. All flight hours flown within the SCE service areas which are outside of the District's jurisdiction include a cost recovery component for the District from the affected jurisdiction.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Theresa Barrera, Deputy Fire Chief – (323) 881-2426 – Theresa.Barrera@fire.lacounty.gov	



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

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

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

June 8, 2022

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:

DELEGATE AUTHORITY TO THE FIRE CHIEF TO ENTER INTO A FUNDING AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE LEASE OF A FIRE FIGHTING HELITANKER (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a renewal funding agreement with Southern California Edison (SCE), in which SCE will advance the District the amount of \$5,544,000 for 165 days of associated fixed lease costs for the lease of a Fire Fighting Helitanker (Helitanker).

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Delegate authority to the Fire Chief, or his designee, to enter into a renewal funding agreement for Fiscal Year (FY) 2022-2023 with SCE for the District to accept up to a maximum of \$5,544,000 in funding for fixed lease costs relating to any stand-by time of a Helitanker.
2. Delegate authority to the Fire Chief, or his designee, to enter into future agreements in subsequent Fiscal Years, provided agreements are approved as to form by County Counsel.
3. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2021, the District and SCE entered into a funding agreement in which SCE contributed funds to the District for the fixed lease costs relating to stand-by time for a Helitanker, while the District agreed to fund any and all flight time and operational costs.

Funding for 2021 was provided by SCE as part of a pilot program. For 2022, SCE has decided to renew funding to the District. Therefore, a new funding agreement is now necessary. The funding agreement (Attachment A) has been approved substantially as to form by County Counsel.

Funding from SCE for the lease of a Helitanker shall be approved with a start date of July 1, 2022, and the Helitanker will be interagency approved and available to support federal, state & local government incidents throughout the SCE service area.

In accordance with this agreement, the District will prioritize fire suppression activities in and throughout SCE's service territory that includes Los Angeles County, unless in the professional judgment of the District to do so in any specific instance would not be beneficial or, as otherwise directed by appropriate governmental authorities. All flight hours flown within the SCE service areas which are outside of the District's jurisdiction include a cost recovery component for the District from the affected jurisdiction.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

SCE has agreed to provide funding to the District for the fixed lease costs relating to stand-by time for a Helitanker in the amount of \$5,544,000 for the initial 165 days of the lease period.

The District will be responsible for the flight hours and other operational costs for the maximum term of the lease agreement which will be funded by the District's FY 2022-2023 Final Adopted Budget. The District will seek full reimbursement for all flight hours flown within SCE's service areas outside of the District's jurisdiction through existing interagency billing processes.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Due to extreme weather associated with climate change, Southern California has

experienced longer and more severe wildfire seasons. SCE has determined that the use of a Helitanker offers significant benefits for wildfire suppression, protecting lives and property, and mitigating against damage to SCE's transmission and distribution system.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract do not have a significant effect on the environment and, therefore, are exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The terms and conditions were negotiated by the District with assistance from County Counsel and the contract is submitted to your Board with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow the District to continue the lease of a Helitanker, therefore augmenting the District's fleet of aircraft during the 2022 fire season and will help support the District's mission to protect lives, the environment, and property.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped copy of the Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cs

Enclosures

c: Chief Executive Officer

Executive Officer, Board of Supervisors
County Counsel

DRAFT

**FUNDING AGREEMENT BY AND BETWEEN THE CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY AND SOUTHERN
CALIFORNIA EDISON COMPANY**

This Funding Agreement (“Agreement”) is by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, a Special District, (“CFPD”) and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (“SCE”), and is effective on the last date when both Parties sign this Agreement (the “Effective Date”). CFPD and SCE may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons;

WHEREAS, to increase the effectiveness of aerial response to wildfires, CFPD intends to enter into a lease agreement for at least 165 days with a helitanker provider for a CH47 helitanker or equivalent (the “Fire Suppression Asset”);

WHEREAS, CFPD has requested that SCE provide funding a portion of that part of the fixed lease costs for the Fire Suppression Asset (with CFPD funding that part of the fixed lease cost relating to flight time) and SCE has determined that the use of the Fire Suppression Asset offers significant benefits for wildfire suppression, protecting lives and property, including mitigating against damage to SCE’s transmission and distribution system, and increasing firefighter safety;

WHEREAS, the Parties intend that in operating the Fire Suppression Asset, CFPD will prioritize fire suppression activities in and throughout SCE’s service territory, unless determined otherwise in the professional judgment of CFPD management or as otherwise directed by the appropriate governmental authorities; and

WHEREAS, the Parties desire to enter into an Agreement that sets forth the terms and conditions pursuant to which SCE will contribute funds to CFPD for a portion of the fixed lease costs while CFPD agrees to fund any and all flight time and flight time associated operational costs in the CFPD-helitanker lease agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Funding.

Within seven business days of the Effective Date, SCE will electronically transfer payment in the amount as specified in Exhibit A (the “Funding Amount”) to CFPD. The CFPD-helitanker lease must begin on July 1, 2022 and last for the period of time specified in Exhibit A (the “Lease Period”) or a different lease period is agreed to by the Parties in writing. Under this Agreement, CFPD shall fund the “flight time” portion of the CFPD-helitanker lease agreement, which

includes any and all costs required to operate the Fire Suppression Asset. The Parties acknowledge that time is of the essence in performing their obligations under this Agreement. If, for any reason, CFPD does not enter into the lease by July 1, 2022, or such other date agreed to by the Parties in writing, then CFPD shall return the entire payment to SCE.

2. Roles and Responsibilities.

SCE will communicate with CFPD concerning fire weather forecasts and share information in SCE's possession relevant to the prepositioning or tasking of the Fire Suppression Asset; provided, SCE makes no representation or warranty as to the accuracy or completeness of such forecasts and information in connection with this Agreement. SCE shall provide the Funding Amount to defray, in part, amounts payable by CFPD to the helitanker provider under the lease.

Notwithstanding the foregoing, SCE shall have no role in directing the operation or use of the Fire Suppression Asset and shall not be a party to the lease. As between SCE and CFPD, CFPD is solely responsible for the safe and lawful operation and use of the Fire Suppression Asset, including all decisions regarding deployment, maintenance, basing and positioning, pilot readiness, and ground support, and CFPD shall be solely responsible for compliance with the terms and conditions of the lease and all payments thereunder.

3. Data Collection.

CFPD will provide the data and information that SCE requires that is related to and allows SCE to (1) evaluate the effectiveness of the Fire Suppression Asset in suppressing wildfires, protecting lives and property, and increasing firefighter safety, and (2) respond to information requests from, or make regulatory filings and reports to, the California Public Utilities Commission ("CPUC") and other regulators or governmental departments or agencies. Such data shall include, but not be limited to, the following: (a) aircraft utilization rate (flight time conducting suppression missions vs. standby hours), (b) gallons of water or retardant dropped and number of drops per fire, (c) number and location of wildfires attacked, and (d) whether and to what extent the Fire Suppression Asset is utilized outside of SCE's service territory. CFPD shall work with the helitanker provider to submit the foregoing data in a GIS shapefile to SCE on a monthly basis by the 10th of each calendar month beginning on August 10, 2022 through the Lease Period and within five days of SCE's written request therefore at any other time during the Lease Period.

4. Indemnification.

To the maximum extent permitted by law, CFPD shall indemnify, defend, and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, parent companies, officers, directors, agents, and employees ("Indemnified Parties"), from and against any and all third-party expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees and reasonably allocated cost of in-house counsel) ("Claims") to the extent arising from or related to the CFPD-helitanker contract, or prepositioning, tasking, operation or use of the Fire Suppression Asset. This indemnity shall not apply to any Claim that arises from (1) fire caused by SCE or any facility owned or maintained by SCE, including but not limited to electrical power lines;

(2) acts or omissions within Chapter 4 (commencing with section 850) of Part 2 of Division 3.6 of Title 1 of the California Government Code [OR “Government Code section 850 et seq.”]; (3) acts or omissions prior to the Effective Date; and/or (4) the fraud, gross negligence, or willful misconduct of SCE or the Indemnified Parties.

5. Authority to Contract.

Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations herein.

6. Relationship of the Parties.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party to be the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of another Party.

7. Public Announcements.

Neither Party may issue any press release regarding the Agreement unless (1) the press release is issued jointly by the Parties, or (2) prior to the release, the Party proposing to make the announcement furnishes the other Parties with a copy of the press release and obtains the other Parties’ written approval; provided, however, that if such press release is required to comply with applicable laws, including the California Public Records Act and the Ralph M. Brown Act, legal proceedings, or the rules and regulations of any court or stock exchange having jurisdiction over a Party, then the Parties shall work in good faith to develop a mutually acceptable announcement.

8. Term and Survival.

This Agreement shall be effective as of the Effective Date through the date that all obligations of the Parties hereto with respect to this Agreement have been satisfied (the “Term”), except that the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination, including Section 5 (“Indemnification”) and Section 11 (“Governing Law”).

9. Written Notices.

All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (1) when delivered by hand, (2) one day after being given to an express courier with a reliable system for tracking delivery, (3) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (4) three days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and as addressed as specified below:

If to CFPD, addressed to:

Robert Gaylor, Battalion Chief
Barton Heliport
12605 Osbourne St.
Pacoima, CA 91331
Office: (818)890-5755
Cell: (909)260-2728
Email: Robert.gaylor@fire.lacounty.gov

If to SCE, address to:

Don Daigler
Southern California Edison Company
2244 Walnut Grove Ave.
Rosemead, CA 91770

Email: Donald.Daigler@sce.com

10. Assignment.

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Parties, and any assignment without such consent shall be void and of no effect.

11. Governing Law.

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

12. Entire Agreement.

This Agreement contains the entire agreement and understanding between and among the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement. This Agreement is intended to be a final expression of the agreement of the Parties and except to the extent expressly referenced herein, is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure (the Parole Evidence Rule). There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement. No subsequent agreement, waiver, modification, representation or promise with respect to the subject matter of the Agreement made by the Parties hereto, or by or to any employee, officer, agent or representative of any Party shall be of any effect unless it is in writing and executed by the Parties hereto.

13. Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be

deemed original signatures for purposes of the Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**“CFPD”
CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

Date: _____

By: _____
Daryl L. Osby
Fire Chief

APPROVED AS TO FORM.

DAWYN HARRISON
ACTING COUNTY COUNSEL

By: _____
Jenny Tam
Senior Deputy County Counsel

Date: _____

**“SCE”
SOUTHERN CALIFORNIA EDISON
COMPANY**

Date: _____

By: _____
Name: Jill C. Anderson
Title: Executive Vice President, Operations

**FUNDING AGREEMENT BY AND BETWEEN THE CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY AND
SOUTHERN CALIFORNIA EDISON COMPANY**

EXHIBIT A

***This Exhibit A contains business, financial and/or technical
information that is PROPRIETARY & CONFIDENTIAL.***

This Exhibit A is attached to and forms a part of the Agreement. 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 Agreement and this Exhibit A, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to this Exhibit A.

1. FUNDING

The Funding Amount is five million five hundred and forty-four thousand dollars (\$5,544,000). CFPD will use this payment to fund the stand-by time (not flight time) portion of the lease agreement with a helitanker provider for the operation of the Fire Suppression Asset.

The Lease Period SCE is funding is up to 165 days.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/25/2022	
BOARD MEETING DATE	6/8/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Probation Department (Probation)	
SUBJECT	Request approval of a sole source contract with Tyler Technologies, Inc., to provide a Pretrial Services Assessment and Monitoring System (PSAMS) and related services using its Tyler Supervision technology platform.	
PROGRAM	Pretrial Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain why: High urgency due to bail and pretrial services reform, outdated and unsupported technology, and significant cost savings. The Tyler Technologies software will facilitate integration with the Los Angeles Superior Court's Tyler's Odyssey system. Tyler Supervision has been successfully implemented for Pretrial in nine other counties in CA.	
DEADLINES/ TIME CONSTRAINTS	Bail reform is underway in California through a combination of case law, legislation, and judicial policymaking. Concurrently, the County is planning a new organizational models and strategies for pretrial services. Due to outdated technology and limited functionality, the case management systems that the County uses today for pretrial services cannot adapt to fast-changing business requirements driven by these changes, and a new system is urgently needed.	
COST & FUNDING	Total cost: Estimated \$7,657,800	Funding source: ITIB (IT Investment Board) Funding & Department operating budget
	TERMS (if applicable): 5 Years contract with 3 optional two-year extensions	
	Explanation: The maximum cost of the agreement will be \$7,157,257 for the 11-year maximum term, which includes \$1,346,457 for implementation, \$4,736,800 for SaaS Fees, and \$1,074,000 in pool dollars for optional work. Additionally, there are \$500,543 in departmental costs for Project management services and ISD data conversion.	
PURPOSE OF REQUEST	Approval to execute a Sole Source Contract with Tyler Technologies, to provide the Pretrial Services Assessment and Monitoring System (PSAMS).	
BACKGROUND (Include internal/external issues that may exist including any related motions)	California is reforming its bail system through a combination of case law, legislation, and judicial policymaking. Locally, the Board is driving additional change in pretrial services. On a motion by Supervisor Kuehl, on March 1, 2022, the Board directed the CEO to develop a plan to establish the Justice, Care, and Opportunities Department (JCOD), to include "the pretrial functions currently performed by the Probation Department." Current FoxPro- and mainframe-based pretrial data systems are inflexible, limited in functionality, and woefully outdated. Prompt action to replace the case management systems that support pretrial services is required so that technology will be an enabler of reform rather than a barrier to it.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Justice Reform. Diverting the individuals to meet their service needs such as housing, employment, education, and treatment (substance abuse, mental health, and trauma).	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Karen Fletcher, Chief Deputy: (562) 940-2513, KL.Fletcher@probation.lacounty.gov Richard Giron, Deputy Director: (562) 940-2594, Richard.Giron@probation.lacounty.gov Dalila Alcantara, Bureau Chief, Pretrial Services: (562) 940-2508, Dalila.Alcantara@probation.lacounty.gov Robert Smythe, Administrative Deputy: (562) 940-2516, Robert.Smythe@probation.lacounty.gov Jim Green, Chief Information Officer: (562) 356-8604, Jim.Green@probation.lacounty.gov	



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



ADOLFO GONZALES
Chief Probation Officer

June 8, 2022

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

Dear Supervisors:

**APPROVAL OF A SOLE SOURCE CONTRACT WITH
TYLER TECHNOLOGIES, INC.
FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM
(PSAMS) AND RELATED SERVICES,
APPROVE APPROPRIATION ADJUSTMENT FOR FY 2021-22
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval of a sole source contract with Tyler Technologies, Inc., to provide a Pretrial Services Assessment and Monitoring System (PSAMS) and related services using its Tyler Supervision technology platform.

IT IS RECOMMENDED THAT THE BOARD

1. Approve and instruct the Chair of the Board to execute a sole source contract (Attachment I), with Tyler Technologies, Inc. (Tyler Technologies), for the provision of PSAMS and related services, effective upon Board approval, for an initial contract term of five years, with an option for the County to extend for up to three two-year extension terms, with a maximum contract sum not to exceed \$7,157,257 in total, which includes the initial term and optional extension terms.
2. Delegate authority to the Chief Probation Officer (CPO) or his designee to execute amendments to the contract that extend the initial contract term for up to three two-year extension terms, subject to review and approval as to form by County Counsel, and as applicable, review by the Chief Information Officer

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(CIO), and notification to by the County Board of Supervisors (Board).

3. Delegate authority to CPO or his designee to approve and execute: (a) change notices or amendments to the contract for changes that are clerical or administrative in nature and/or do not materially affect any term or condition of the contract; and (b) change orders or amendments to the contract using pool dollars included as part of the maximum contract sum to acquire optional work, provided that the amounts payable under such change orders or amendments do not exceed the available amounts of pool dollars.
4. Delegate authority to the CPO or his designee to: (a) issue written notice(s) of partial or total termination of the contract for convenience without further action from the Board; and (b) execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or Chief Executive Officer (CEO); (ii) internally reallocate funds between budget pools within the contract; (iii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; (iv) make changes to the statement of work as operationally necessary; and (v) make changes to the contract in connection with the transfer of some or all of Probation's pretrial services functions to another County department, with all actions subject to prior review and approval as to form by County Counsel, and as applicable, review by the CIO.
5. Delegate authority to the CPO or his designee to prepare and execute amendments to the contract for any decrease or increase to the contract amount, not to exceed ten (10%) percent of the maximum contract sum, upon approval as to form by County Counsel.
6. Delegate authority to the CEO to reassign authorities delegated by the Board to the CPO through this Board Letter to another County official in connection with the transfer of some or all of Probation's pretrial services functions to another County department.
7. Approve the attached appropriation adjustment (Attachment II), transferring \$1,847,000 of one-time funding from the obligated fund balance Committed for Information Technology (IT), commonly known as IT Legacy Modernization funding, to the Probation Department's Fiscal Year 2021-22 Services and Supplies (S&S) appropriation to implement PSAMS.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The Probation Department is recommending the proposed contract with Tyler Technologies on a sole source basis for a secure, cloud-hosted, Software-as-a-Service (SaaS) system to support the pretrial services assessment and monitoring services Probation provides to its clients. Migrating to PSAMS is expected to save approximately \$5,600,000 over 11 years.

PSAMS is urgently needed to replace an expensive and unsupported 30-year-old PC-based system and an outdated, inflexible, and expensive 34-year-old mainframe system. These legacy data systems are not adaptable to the changing requirements for information management for pretrial services. With plans in development to establish a new organizational model for pretrial services in a new Justice Care and Opportunities Department (JCOD), the need for a modern and flexible system is acute.

The Probation Department is collaborating with the Alternatives to Incarceration Initiative (ATI) and the Acting County Chief Information Officer to ensure that the new system will provide a strong foundation to support the care-first vision through innovative, data-informed, transparent, and accountable pretrial services in the new organizational model. To optimize readiness to support pretrial work to be performed by JCOD, this collaboration will continue as the system is configured and implemented.

Approval of Recommendation 1 will instruct the Chair of the Board to execute a sole source contract with Tyler Technologies, for an initial contract term of five years, to provide a modern, flexible system that addresses current needs of the Department's Pretrial Services Bureau and provides support for the business processes and data requirements changes resulting from bail reform and the County's new organizational model for pretrial services.

Recommendation 2 will allow the CPO or his designee to execute amendments to the contract that extend the initial contract term for up to three optional two-year extension terms, for a total maximum contract term of 11 years.

Recommendation 3 will allow the CPO or his designee to execute change notices and amendments to the contract for clerical and administrative changes that do not materially affect any term or condition of the contract, and to execute change orders and amendments that use available pool dollars to acquire optional work with no change to the maximum contract sum. Optional work may include additional customization or enhancement to PSAMS, development of interfaces to additional systems, or acquisition of additional training or other professional services not included in the initial statement of work.

Recommendation 4 will allow the CPO or his designee to: (a) issue written notice(s) for partial or total termination of the contract for convenience without further notice to the

Board and (b) execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, state, or local law or regulation, or as required by the Board and/or CEO; (ii) internally reallocate funds between budget pools within the contract; (iii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; and (iv) make changes to the statement of work as operationally necessary. All these amendments are subject to prior review and approval as to form by County Counsel, and as applicable, review by the CIO.

Recommendation 5 will allow the CPO or his designee to prepare and execute amendments to the contract for any decrease or increase to the contract amount, not to exceed ten (10%) percent of the maximum contract sum, upon approval as to form by County Counsel.

Recommendation 6 will allow the CEO to reassign authorities delegated by the Board to the CPO to another County official.

Recommendation 7 will allow for an appropriation adjustment of one-time funding from IT Legacy Modernization funding to the Probation Department's Fiscal Year 2021-22 S&S appropriation to implement PSAMS.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan Goal III - Realize Tomorrow's Government Today, **Strategy III.2.1** to Enhance Information Technology Platforms to Securely Share and Exchange Data; **Strategy III.2.3** to Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency, and **Strategy III.3** to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The recommended contract with Tyler Technologies, will provide services under a five (5) year initial contract term with three (3) optional two-year extension terms. The total County maximum contract sum not to exceed \$7,157,257 for the eleven-year term, which includes: (1) \$1,346,457 for one-time implementation services during the initial term; (2) \$1,782,400 for software access, maintenance, support, and cloud-based hosting during the initial contract term; (3) \$2,954,400 for software access, maintenance, support, and cloud-based hosting during the extension contract terms, and (4) \$1,074,000 in pool dollars for optional work.

When the PSAMS implementation is complete, the Department will retire three systems, including two systems using expensive and outdated technology, resulting in cost savings of approximately \$5,600,000 over 11 years.

The County's IT Investment Board approved using IT Legacy Modernization funding to pay the sum of \$1,847,000 for implementation services, which includes \$1,346,457 for implementation services that are part of this agreement and \$500,543 in additional costs that will be incurred by the Department for implementation. Approval of the attached appropriation adjustment (Attachment II) will allocate funding from the obligated fund balance Committed for IT Enhancements to the Department for this purpose. The balance of the contract costs is included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.100 (Sole Source Contracts), the Board was notified on September 10, 2020, of the Probation Department's intent to enter into the recommended contract (Attachment I) with Tyler Technologies on a sole source basis.

The recommended contract contains the required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contract also contains typical provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, and termination for default.

Given that this is an information technology contract and Tyler Technologies will provide cloud hosting of County data, appropriate provisions are included for confidentiality, the handling of security incidents, and rights to use the Tyler Supervision system. Additionally, although we were not able to successfully negotiate liquidated damages associated with late delivery, the recommended contract includes other provisions designed to incentivize performance by Tyler Technologies, such as retention amounts (holdbacks) payable on acceptance of the complete PSAMS, the right to withhold payment for deficient work, escalation procedures to make sure PSAMS deficiencies get sufficient attention to remedy, and service credits for failure to maintain required PSAMS availability. Required limits of applicable insurance for technology errors and omissions and cyber liability are included as well. These limits are met by a combined policy, and as is common in such a case, the insurer will not name the County as an additional insured or waive subrogation. After consulting with CEO Risk Management and outside counsel on this exception, the Department believes it to be acceptable.

As is typical in information technology contracts, the parties worked significantly to reach agreement on a limitation of liability provision, which during the initial contract term is two times fees for implementation services, software access, maintenance support, and hosting services for the initial contract term, and during each extension contract term is two times the software access, maintenance support, and hosting services for each extension contract term. Tyler Technologies' liability is unlimited for its indemnification obligations, gross negligence or intentional misconduct, or confidentiality and data security obligations. Similarly, the parties heavily negotiated the County's standard general indemnification provision and reached agreement to limit general indemnification to third party claims using language previously approved by the Board in the contract with Tyler Technologies for the County's Electronic Permitting and Inspections County of Los Angeles (known as EPIC-LA). Lastly, the Department was able to retain the right for the County to terminate the recommended contract for convenience. If the County does so in the first three years of the initial contract term (Start-Up Period), the County will pay a percentage of the maintenance, support, and hosting fees for the balance of the Start-Up Period as compensation for significant start-up costs incurred by Tyler Technologies. The percentage of maintenance, support, and hosting fees due upon termination for convenience of decreases each year of the Start-Up Period.

Due to the highly specialized and technical nature of the contracted services, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). The Probation Department has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program," due to the specialized nature of the services.

County Counsel retained outside counsel Drukker Law, Inc., to assist with preparation, negotiation, and review of the recommended contract, and Drukker Law, Inc., concurs with County Counsel to approve the recommended contract (Attachment I) as to form. The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment III). Attachment IV is the sole source checklist signed by the CEO. Additionally, the office of the Chief Information Security Office has reviewed overall security risks, validated secure implementation of the technology including incident responses, and recommends approval.

CONTRACTING PROCESS

On September 10, 2020, Probation Department notified your Board of the Department's intent to begin sole source contract negotiations with Tyler Technologies for the provision of a Pretrial Services Assessment and Monitoring System using its Tyler

Supervision technology platform (Attachment V). The sole source checklist signed by the CEO is attached (Attachment IV).

In addition to plans in development to establish a new organizational model for pretrial services, bail reform is underway in California through a combination of case law, legislation, and judicial policymaking. Due to outdated technology and limited functionality, the case management systems that support Probation's pretrial operations today cannot adapt to fast-changing business requirements. In addition, the Department's strategy calls for increased transparency, making data available to oversight bodies and the public. Current systems cannot produce the real-time data to meet these needs.

Maintenance costs for the current outdated systems are high, and it is in the County's financial interest to move quickly to acquire and implement Tyler Supervision for Pretrial Services. Doing so will save approximately \$5,600,000 over eleven years, align with the County goal of shared information and collaborative data systems, and position the Probation Department with a flexible platform that can adapt to changes in local policies and state laws.

Tyler Supervision is a cloud-hosted SaaS used in nine California counties as their case management platform for Pretrial Services. Thus, Tyler Technologies has a deep familiarity with Probation Departments across California with demonstrated implementation success. In addition, Tyler is the system provider for Los Angeles Superior Court. Using Tyler Supervision will improve opportunities to reduce duplicate data entry and will greatly reduce risk in systems integration.

Therefore, the Probation Department is recommending the execution of a new sole source contract with Tyler Technologies to provide a secure, cloud-hosted SaaS system to support the pretrial services assessment and monitoring services Probation provides to its clients.

CALIFORNIA LAW ENFORCEMENT SYSTEM TELECOMMUNICATION SYSTEM (CLETS) UPGRADE APPLICATION

The Tyler Supervision system will manage sensitive law enforcement data derived from CLETS. Therefore, approval by the California Department of Justice (Cal DOJ) of the technical approach and security controls employed under the recommended contract is required. The Department has submitted its Cal DOJ CLETS Upgrade Application and documentation to Cal DOJ and is in the process of obtaining approval. Because the Cal DOJ review is potentially quite lengthy, and the new system is urgently needed (as described in the Contracting Process section of this letter), the Department recommends moving forward with approval of the recommended contract in advance of obtaining Cal DOJ approval. Although approval is not yet secured, the Department is

confident the Cal DOJ will approve the Department's application, based on a careful review of Tyler Technologies' security controls by the Department and the Office of the CIO, discussions with Cal DOJ, and the approval given to Alameda County by Cal DOJ to use the same Tyler Supervision system in their jurisdiction.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will enable the Probation Pretrial Services Bureau to continue providing critical Pretrial Services using a modern, flexible case management system, meet changes resulting from current bail reform, and can be adapted to changing requirements as pretrial reform continues to unfold.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter to Adolfo Gonzales, Chief Probation Officer.

Respectfully submitted,

Reviewed by:

ADOLFO GONZALES
Chief Probation Officer

PETER LOO
Acting Chief Information Officer

AG:RG:DA

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
TYLER TECHNOLOGIES, INC.
FOR
PRETRIAL SERVICES ASSESSMENT
AND MONITORING SYSTEM
AND RELATED SERVICES**

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EXHIBITS

EXHIBIT A – Statement of Work

EXHIBIT A.1 – System Requirements – Phase I

EXHIBIT A.2 – System Requirements – Phase II

EXHIBIT A.3 – Current Systems Flow Diagram

EXHIBIT A.4 – Existing Workflows – Static-99R SRG

EXHIBIT A.5 – Existing Workflows – Static- 99R Pre- Sentence & Post-Sentence

EXHIBIT A.6 – Existing Workflows – OR – Candidate Selection & Investigation Request

EXHIBIT A.7 – Existing Workflows – BD – Agency Request

EXHIBIT A.8 – Existing Workflows – BD – Defendant Request

EXHIBIT A.9 – Existing Workflows – Drug Court

EXHIBIT A.10– Existing Workflows – Name Change -Investigation

EXHIBIT A.11 – Existing Workflows – RRU

EXHIBIT A.12 – Existing Workflows – Pretrial Court Activity Monitoring & Non-Compliance

EXHIBIT A.13 – Existing Workflows – Regular Court Activity Monitoring for OR Releases

EXHIBIT A.14 – Existing Workflows – Alcohol and Electronic Monitoring – Investigation

EXHIBIT A.15 – Existing Workflows – Alcohol and Electronic Monitoring – Follow Up

EXHIBIT A.16 – Existing Workflows – Alcohol and Electronic Monitoring – Abscond & Non-Compliance Follow Up

EXHIBIT A.17 – Existing Workflows – SRP- Supervised Release Program

EXHIBIT A.18 – LASD Integration Requirements

EXHIBIT A.19 – CJIS – Charge Code Data Integration Requirements

EXHIBIT A.20 – PSAMS Data Elements

EXHIBIT A.21 – Tables for Migration – Phase I

EXHIBIT A.22 – Tables for Migration – Phase II

EXHIBIT A.23 – ORMS Profiles

EXHIBIT A.24 – Deliverable Acceptance Form

EXHIBIT A.25 – Change Order Form

EXHIBIT A.26 – Abbreviations and Acronyms

EXHIBIT A.27 – Third Party Products

EXHIBIT A.28 – Minimum System Requirements

EXHIBIT A.29 – Court Report Forms – Phase I

EXHIBIT A.30 – Letters and Notifications – Phase I

EXHIBIT A. 31 – Court Report Forms – Phase II

EXHIBIT A.32 – Letters and Notifications – Phase II

EXHIBIT A.33 – PSAMS Deliverable Expectation Document

EXHIBIT A.34 – Licensed Software Descriptions

EXHIBIT B – Pricing Schedule

EXHIBIT C – PSAMS Project Timeline

EXHIBIT D – Contractor’s EEO Certification

EXHIBIT E – County’s Administration

EXHIBIT F – Contractor’s Administration

EXHIBIT G – Contractor Acknowledgement and Confidentiality Agreement

EXHIBIT H – Jury Service Ordinance

EXHIBIT I – Safely Surrendered Baby Law

EXHIBIT J – Information Security and Privacy Requirements Exhibit

EXHIBIT K – Service Level Requirements

EXHIBIT L – Confidentiality of CORI

EXHIBIT M – Federal Bureau of Investigation Criminal Justice Information Services Security Addendum and Certification

EXHIBIT N – CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement

EXHIBIT O – Specified Contractor Roles

EXHIBIT P - Background Request Forms

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
TYLER TECHNOLOGIES, INC.
FOR
PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM
AND RELATED SERVICES

PREAMBLE

This Agreement for Pretrial Services Assessment and Monitoring System and Related Services (as further defined below, "**Agreement**") is made and entered into this ____ day of _____, 2022 ("**Effective Date**"), by and between the County of Los Angeles ("**County**") and Tyler Technologies, Inc. ("**Contractor**"), a Delaware corporation, with its principal place of business at 5101 Tennyson Pkwy, Plano, TX 75024. When used herein, the term "Agreement" includes the body of this Agreement and all exhibits ("**Exhibit(s)**"), attachments ("**Attachment(s)**"), and schedules ("**Schedule(s)**") appended to this Agreement; additional documents that the parties identify and agree to incorporate herein by reference; and all Amendments, Change Notices, and Change Orders (all as defined below) executed in accordance with the terms hereof. In the event of a conflict between the body of this Agreement and any Exhibit, Attachment, Schedule, or incorporated material, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits, Attachments, and Schedules in the order of priority set forth in Paragraph 1.0 (Applicable Documents) below.

RECITALS

WHEREAS, Contractor is a provider of a commercial, off-the-shelf software known as Tyler Supervision technology platform and services related thereto;

WHEREAS, County desires to enter into an agreement with Contractor, among other things, to provide the Pretrial Services Assessment and Monitoring System and Related Services (as further defined in this Agreement, "**PSAMS Solution**"), which includes but is not limited to engaging Contractor (a) to provide access to all Licensed Software included in PSAMS Solution; (b) to perform Data Migration and all other Implementation Services and to provide all Configurations, Customizations, and Enhancements required for PSAMS Solution to meet County's functional, technical and/or business requirements; (c) to integrate the Licensed Software with Los Angeles County

Sheriff's Department's systems ("**LASD systems**") and other applicable County systems as specified in Exhibits A.18 (LASD Integration Requirements) and A.19 (CJIS – Charge Code Data Integration) to Exhibit A (Statement of Work); and (d) to host, maintain and support the Licensed Software, in each case, subject to the terms and conditions of this Agreement;

WHEREAS, the County may contract with private businesses for a pretrial services assessment and monitoring system solution when certain requirements are met;

WHEREAS, Contractor represents and warrants that it possesses the necessary special skills, knowledge, technical competence and sufficient staffing to perform all work described in this Agreement;

WHEREAS, the Contractor agrees to furnish the work described in this Agreement, subject to the terms of the Agreement; and

WHEREAS, this Agreement is authorized pursuant to California Government Code sections 23004 and 31000 and otherwise.

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

1.0 APPLICABLE DOCUMENTS

This Agreement and the Exhibits, Attachments, and Schedules hereto, together with all Change Notices, Change Orders, and Amendments executed in accordance with the terms hereof, collectively constitute the "**Agreement**," and are the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 12.0 (Change to Agreement) and signed by both parties.

In the event of conflict or inconsistency between the body of this Agreement and any Exhibit, Attachment, or Schedule hereto, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits, Attachments, and Schedules in the following order of priority:

1.1 EXHIBIT J – Information Security and Privacy Requirements Exhibit

1.2 EXHIBIT A – Statement of Work

1.2.1 EXHIBIT A.1 – System Requirements – Phase I

1.2.2 EXHIBIT A.2 – System Requirements – Phase II

- 1.2.3** EXHIBIT A.3 – Current Systems Flow Diagram
- 1.2.4** EXHIBIT A.4 – Existing Workflows – Static-99R SRG
- 1.2.5** EXHIBIT A.5 – Existing Workflows – Static- 99R Pre- Sentence & Post-Sentence
- 1.2.6** EXHIBIT A.6 – Existing Workflows – OR – Candidate Selection & Investigation Request
- 1.2.7** EXHIBIT A.7 – Existing Workflows – BD – Agency Request
- 1.2.8** EXHIBIT A.8 – Existing Workflows – BD – Defendant Request
- 1.2.9** EXHIBIT A.9 – Existing Workflows – Drug Court
- 1.2.10** EXHIBIT A.10 – Existing Workflows – Name Change -Investigation
- 1.2.11** EXHIBIT A.11 – Existing Workflows – RRU
- 1.2.12** EXHIBIT A.12 – Existing Workflows – Pretrial Court Activity Monitoring & Non-Compliance
- 1.2.13** EXHIBIT A.13 – Existing Workflows – Regular Court Activity Monitoring for OR Releases
- 1.2.14** EXHIBIT A.14 – Existing Workflows – Alcohol and Electronic Monitoring – Investigation
- 1.2.15** EXHIBIT A.15 – Existing Workflows – Alcohol and Electronic Monitoring – Follow Up
- 1.2.16** EXHIBIT A.16 – Existing Workflows – Alcohol and Electronic Monitoring – Abscond & Non-Compliance Follow Up

1.2.17 EXHIBIT A.17 – Existing Workflows – SRP- Supervised Release Program

1.2.18 EXHIBIT A.18 – LASD Integration Requirements

1.2.19 EXHIBIT A.19 – CJIS – Charge Code Data Integration Requirements

1.2.20 EXHIBIT A.20 – PSAMS Data Elements

1.2.21 EXHIBIT A.21 – Tables for Migration – Phase I

1.2.22 EXHIBIT A.22 – Tables for Migration – Phase II

1.2.23 EXHIBIT A.23 – ORMS Profiles

1.2.24 EXHIBIT A.24 – Deliverable Acceptance Form

1.2.25 EXHIBIT A.25 – Change Order Form

1.2.26 EXHIBIT A.26 – Abbreviations and Acronyms

1.2.27 EXHIBIT A.27 – Third Party Products

1.2.28 EXHIBIT A.28 – Minimum System Requirements

1.2.29 EXHIBIT A.29 – Court Report Forms – Phase I

1.2.30 EXHIBIT A.30 – Letters and Notifications – Phase I

1.2.31 EXHIBIT A.31 – Court Report Forms – Phase II

1.2.32 EXHIBIT A.32 – Letters and Notifications – Phase II

1.2.33 EXHIBIT A.33 – PSAMS Deliverable Expectation Document

1.2.34 EXHIBIT A.34 – Licensed Software Descriptions

1.3 EXHIBIT B – Pricing Schedule

- 1.4 EXHIBIT C – PSAMS Project Timeline
- 1.5 EXHIBIT K – Service Level Requirements
- 1.6 EXHIBIT M – Federal Bureau of Investigation Criminal Justice Information Services Security Addendum and Certification
- 1.7 EXHIBIT N – CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement
- 1.8 EXHIBIT L – Confidentiality of CORI
- 1.9 EXHIBIT G – Contractor Acknowledgement and Confidentiality Agreement
- 1.10 EXHIBIT P – Background Request Forms
- 1.11 EXHIBIT E – County’s Administration
- 1.12 EXHIBIT F – Contractor’s Administration
- 1.13 EXHIBIT D – Contractor’s EEO Certification
- 1.14 EXHIBIT H – Jury Service Ordinance
- 1.15 EXHIBIT I – Safely Surrendered Baby Law
- 1.16 EXHIBIT O - Specified Contractor Roles

2.0 DEFINITIONS

The following terms as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

Accept; Acceptance: The County Project Director's or designee's written approval of the Licensed Software, a Deliverable, and/or Optional Work in accordance with Paragraph 5.0 (Acceptance) of the Agreement, with such approval being indicated by County Project Director's or designee's signature on an Acceptance Certificate.

Acceptance Certificate: The acceptance certificate, substantially similar to form attached as Exhibit A.24 (Deliverable Acceptance Form) to Exhibit A (Statement of Work).

Acceptance Criteria: As defined in Subparagraph 5.1 (Acceptance Criteria) of the Agreement.

Acceptance Test(s); Acceptance Testing: As defined in Subparagraph 5.2 (Acceptance Tests) of the Agreement.

Agreement: As defined in Paragraph 1.0 (Applicable Documents).

Agreement term and term of this Agreement: As defined in Subparagraph 6.2 (Option Terms; Extensions; Term) of the Agreement.

Amendments: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Attachment(s): As defined in the preamble to the Agreement.

Business Day: Monday through Friday, 8:00 a.m. to 5:00 pm. Pacific Time, not including County holidays.

Change Notices: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Change Orders: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Chief Executive Officer: The County's Chief Executive Officer or successor.

CJIS: As defined in Subparagraph 4.4 (Hosting Services).

CJIS Security Policy: As defined in Subparagraph 4.4 (Hosting Services).

Compatible; Compatibility: With respect to the Licensed Software and each component thereof, that (a) the applicable components of the Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with the County Environment; (b) the applicable components of Third Party Products are capable of supporting, operating and otherwise performing all functions of such Third Party Products components set forth in the Specifications and this Agreement, when used in conjunction with the other components of the Licensed Software; (c) the applicable components of Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with the Third Party Products; and (d) the applicable components of the Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with one another and with the Hosted Environment.

Concurrent Users: The identified number of Users logged on to the PSAMS Solution simultaneously under normal operational conditions as defined by that type of User.

Confidential Information: As defined in Subparagraph 11.1 (General Confidentiality Obligation) of the Agreement.

Configuration: Configuration of the Licensed Software provided by Contractor to meet the County's requirements set forth in Exhibits A.1(System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work) or as Optional Work in order to meet changes in County's requirements from those set forth in the then-current version of Exhibits A.1(System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work). "Configure" in its verb form means the act of configuring the Licensed Software in order to implement a Configuration.

Contractor: As defined in the preamble to the Agreement.

Contractor Key Staff: Contractor Project Director, Contractor Project Manager, and the other staff as identified in Section 2.3.2 (Key Resources/Personnel) of Exhibit A (Statement of Work).

Contractor Project Director: As defined in Subparagraph 10.1 (Contractor's Staff) of the Agreement.

Contractor Project Manager: As defined in Subparagraph 10.1 (Contractor's Staff) of the Agreement.

County: As defined in the preamble to the Agreement.

County Data: As defined in Subparagraph 3.3.1 (Ownership of County Data) of the Agreement.

County Environment: As defined in Subparagraph 3.5 (Minimum System Requirements).

County Indemnitees: As defined in Subparagraph 20.1 (General Indemnification).

County Project Director: As defined in Subparagraph 9.1 (County Project Director) of the Agreement.

County Project Manager: As defined in Subparagraph 9.2 (County Project Manager) of the Agreement.

Cross-Over Issues: As defined in Subparagraph 4.6.1 (Cross-Over Issues) of the Agreement.

Current Business Scope: As defined in Subparagraph 3.1.1.3.

Customization and Enhancement: Customization to or enhancement of the Licensed Software. Customizations and Enhancements are not intended to include and shall not include changes to the Licensed Software that are required to be provided to the Licensed Software as Revisions. “Customize” and “Enhance” in verb form mean the act of customizing or enhancing the Licensed Software in order to implement a Customization and Enhancement.

Data Migration: All Services provided by Contractor in order to migrate County Data from the ORMS and PPT+ systems to the PSAMS Solution so that such data is able to be accessed and use in the PSAMS Solution. Data Migration includes the activities set forth in Sections 3.2.3 and 3.3.4 of Exhibit A (Statement of Work).

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

Deficiency; Defect: The terms “Deficiency(ies)” and “Defects”, whether singular or plural, shall mean a failure of the Licensed Software to conform to the Specifications set forth in Exhibits A.1 (System Requirements – Phase I); A.2 System Requirements – Phase II); A.18 (LASD Integration Requirements); A.19 (CJIS – Charge Code Data Integration Requirements); A.27 (Third Party Products); A.29 (Court Report Forms – Phase I); A.30 (Letters and Notifications – Phase I); A.31 (Court Report Forms – Phase II); A.32 (Letters and Notifications – Phase II); and A.34 (Licensed Software Descriptions) to the Statement of Work, or in the Documentation. Future functionality to which the Licensed Software must conform may be updated, modified, or otherwise enhanced through Contractor’s Support Services, or otherwise in accordance with the Agreement, and the governing functional descriptions for such future functionality will be set forth in the then-current Documentation. For the avoidance of doubt, it is understood and agreed that additional Implementation Services beyond those set forth in the Statement of Work as of the Effective Date may be required in order for a successor County department to access and use available functions of the Licensed Software to perform the Current Business Scope in a different manner than performed by Probation’s Pretrial Services Bureau as of the Effective Date, and that such additional Implementation Services (if any) will be engaged by County and performed by Contractor as Optional Work pursuant to Subparagraph 4.5 of the Agreement.

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

Department: Probation and/or any successor County department that may be charged with provision of all or any portion of the current business scope provided by Probation’s Pretrial Services Bureau as of the Effective Date.

Department Head: The County's Chief Probation Officer and/or head of any successor County department charged with provision of all or any portion of the current business scope provided by Probation's Pretrial Services Bureau as of the Effective Date.

Designated Test: As defined in Subparagraph 5.6.1 of the Agreement.

Disabling Device(s): As defined in Subparagraph 8.6 (Disabling Device) of the Agreement.

Dispute Resolution Procedure: As defined in Paragraph 23.0 (Dispute Resolution Procedure) of the Agreement.

Documentation: All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions or other documentation created by Contractor pursuant to this Agreement regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto.

Effective Date: The date first set forth in the preamble to the Agreement, which is the date on which this Agreement has been approved by the Board of Supervisors and executed by authorized representatives of County and Contractor.

Exhibit(s): As defined in the preamble to the Agreement.

Final Acceptance: As defined in Subparagraph 5.5 (Final Acceptance) of the Agreement.

Holdback Amount(s): As defined in Subparagraph 7.3 (Holdbacks) of the Agreement.

Hosted Environment: The virtual servers, storage, network and data communications components, operating software, and related configurations and management tools, to be managed by Contractor as a part of its obligation to perform Hosting Services. The Hosted Environment includes the Hosted Environment for Production Use and all other environments described in this Agreement, including Exhibit A (Statement of Work).

Hosting Services: As defined in Paragraph 4.4 (Hosting Services) of the Agreement.

Hourly Rate: For Contractor's personnel, the fully burdened hourly rates set forth in Exhibit B (Pricing Schedule), which rates include an allocated average of direct and indirect costs, overhead, administrative expenses.

Initial Term: As defined in Subparagraph 6.1 (Initial Term) of the Agreement.

Intellectual Property Rights: All intellectual property or other proprietary rights, including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity, moral rights, and rights to secure registrations, renewals, reissues, and extensions thereof.

Interfaces: Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by County or a third-party to a format supported at County or vice versa. “Interface” in its verb form means the act of the PSAMS Solution using an Interface to communicate with another County or third party system.

Implementation Fees: As defined in Subparagraph 4.2.1 of the Agreement.

Implementation Services: As defined in Subparagraph 4.2.1 of the Agreement.

ISO: International Organization for Standardization.

Legislative Revisions: As defined in Exhibit K (Service Level Requirements).

Licensed Software: Individually each, and collectively all, of the computer programs provided by Contractor under this Agreement (including those described in Exhibit A.34 (Licensed Software Descriptions) to Exhibit A (Statement of Work) and Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, and all Configurations, Interfaces, Customizations, Enhancements, and Revisions provided hereunder by Contractor, and any and all programs otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County. Without limiting the foregoing, all New Software and Replacement Products shall become a part of the Licensed Software for all purposes under the Agreement, under and as described in the Agreement.

Maximum Agreement Sum: As defined in Subparagraph 7.1.3 of the Agreement.

New Software: Any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the effective date of the Agreement, (ii) not related to the primary function for which the Licensed Software is used by County, and/or (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, in each case, which Contractor may provide upon County’s request therefor in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work). Additional Interfaces and/or additional Customizations and Enhancements beyond those required by the then-current version of Exhibits A.1 (System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work) provided by Contractor

upon County's request therefor in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work) shall be deemed New Software.

Optional Work: Additional licenses to existing Licensed Software, New Software, and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Subparagraph 4.5 (Optional Work).

Option Term: As defined in Subparagraph 6.2.1 (Option Terms; Extensions; Term) of the Agreement.

ORMS: As defined in Exhibit A (Statement of Work).

PCD: As defined in Exhibit A (Statement of Work).

Pacific Time: Will be considered local time for Los Angeles County.

Personally Identifiable Information or PII: As defined in Exhibit J (Information Security and Privacy Requirements Exhibit).

Phase; Phases: Phases I and II are collectively referred to as Phases; either is referred to as a Phase.

Phase I: The first phase of implementation of the PSAMS Solution as described in Exhibit A (Statement of Work).

Phase II: The second phase of implementation of the PSAMS Solution as described in Exhibit A (Statement of Work).

Pool Dollars: Absent an Amendment in accordance with Paragraph 12.0 (Change to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including New Software and/or Professional Services, approved by County in accordance with the terms of this Agreement and for adjustments otherwise needed under this Agreement.

PPT+: As defined in Exhibit A (Statement of Work).

Priority Levels: As defined in Exhibit K (Service Level Requirements).

Probation: The County's Probation Department.

Production Use: The actual use of the Licensed Software in the Hosted Environment to process actual live data in County's day-to-day operations.

Professional Services: Services, including but not limited to consulting services, additional training, and/or customizations, which Contractor may provide upon

County's request thereof in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work).

Pretrial Services Assessment and Monitoring System Solution or PSAMS Solution: The Licensed Software, Hosted Environment, and SaaS Services, including all modules, components and Documentation, collectively known as the Pretrial Services Assessment and Monitoring System and Related Services.

Replacement Product: As defined in Exhibit K (Service Level Requirements).

Revisions: Changes to the Licensed Software, including but not limited to (a) a bug fix, patch, or redistribution of the Licensed Software that corrects a Defect; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements, including but not limited to those constituting a new Version; (c) any update to the Licensed Software designed to improve its operations, usefulness, or completeness that is made generally available by Contractor to its other customers; and (d) Legislative Revisions as required by Exhibit K (Service Level Requirements). Revisions do not include Customizations or Enhancements.

SaaS Fees: The fees payable by County in accordance with this Agreement for Contractor's provision of SaaS Services, as such fees are identified in Exhibit B (Pricing Schedule).

SaaS Services: Software as a service consisting of system administration, system management, and system monitoring activities that Contractor performs for the Licensed Software, and includes the right to access and use the Licensed Software as operated on the Hosting Environment, receive Hosting Services for the Licensed Software, and receive Support Services for the Licensed Software, including Downtime resolution under the terms of Exhibit K (Service Level Requirements), and data storage and archiving. For the avoidance of doubt, SaaS Services do not include the following services: (a) onsite support; (b) application design; or (c) other consulting services.

Schedule(s): As defined in the preamble to the Agreement.

Scope of Work: As defined in Subparagraph 4.5.3 (Change Order Process and Contents) of the Agreement.

Service Interdependencies: As defined in Subparagraph 4.6.2 (Service Interdependencies) of the Agreement.

Services: Collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Agreement as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i)

an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically "Implementation Services," "Data Migration," and "SaaS Services" that are included within this definition of "Services," even though they are sometimes referenced by the Service grouping name (e.g., "Implementation Services," "Data Migration," and "SaaS Services"). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits, Attachments, or Schedules and related documents incorporated into the definition of that Service grouping.

Specifications: All specifications and requirements specified in Exhibit A (Statement of Work), including Exhibits A.1(System Requirements – Phase I), A.2 (System Requirements – Phase II), Exhibit A.34 (Licensed Software Descriptions), and other applicable exhibits to Exhibit A (Statement of Work); all standards specified in Exhibit K (Service Level Requirements); and the Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing.

Subcontractor: Any person or entity with which Contractor or any of its subcontractors has entered into a subcontract in accordance with Paragraph 13.0 (Subcontracting) of the Agreement to perform all or any portion of any tasks, subtasks, Deliverables, goods, Services, or other work under the Agreement.

Support Services: As defined in Subparagraph 4.3 (Support Services) of the Agreement.

Tax; Taxes: Governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

Third Party Product: All software and content to be licensed, leased or otherwise obtained by Contractor from a third-party. All Third Party Products provided by Contractor hereunder for use with PSAMS Solution or used for the performance of the Services are subject to prior written approval by County under and in accordance with Subparagraph 3.4 (Third Party Product) and expressly identified as Third Party Product in Exhibit A.27 (Third Party Products) to Exhibit A (Statement of Work).

Transition Period: As defined in Subparagraph 15.7.1 of the Agreement.

Transition Services: As defined in Subparagraph 15.7.2 of the Agreement.

User: Any person or entity authorized by the County to access the Licensed Software or use the SaaS Services.

Version: A Revision that is accompanied by a change in the reference to the Licensed Software in the number to the left of the period in the version numbering format X.XX.

3.0 LICENSED SOFTWARE AND INTELLECTUAL PROPERTY

3.1 License Grant

3.1.1 Scope of License

1. Subject to the terms and conditions of this Agreement, including, but not limited to payment by County of the applicable SaaS Fees set forth in Exhibit B (Pricing Schedule) in accordance with this Agreement, Contractor grants to County an unlimited (except as expressly set forth in this Agreement), non-exclusive, non-transferable (except as permitted by this Agreement) limited right to access and use the Licensed Software solely for purposes of the current business scope provided by the Department's Pretrial Services Bureau as of the Effective Date and consistent with Exhibit A (Statement of Work) (as used in this Subparagraph 3.1.1, "**County's Business Purposes**"), in accordance with the terms of this Agreement and for the length of the term of this Agreement.
2. The Licensed Software will be made available to the County according to the terms of Exhibit K (Service Level Requirements). County acknowledges that Contractor will not ship copies of the Licensed Software as part of the SaaS Services. Without limitation of the above, right to access and use the Licensed Software, which makes up the PSAMS Solution, will include making the Licensed Software and Documentation available to Users (may include Non-County staff at the discretion of County) and any other Federal, State, and local agencies, and business partners as needed pursuant to County's Business Purposes. County will ensure that any of the foregoing who are not employees, not under contract with the County, or are not otherwise under the management of County, will execute confidentiality and

appropriate use restrictions as to the Licensed Software as set forth in the Agreement.

3. The parties acknowledge that as of the Effective Date, the County is in the process of transferring all or a portion of the current business scope provided by Probation's Pretrial Services Bureau as of the Effective Date ("**Current Business Scope**") to a successor County department, and that it is not known at this time whether and to what extent the successor County department will operate in the same fashion as Probation's Pretrial Services Bureau. The parties therefore agree that, notwithstanding anything to the contrary contained in Section 3.1.1.1 above, the County's Business Purposes include the ability to access and use available functions of the Licensed Software to perform the Current Business Scope, even if the successor County department performs the Current Business Scope in a different manner than performed by Probation's Pretrial Services Bureau. For the avoidance of doubt, it is understood and agreed that additional Implementation Services beyond those set forth in the Statement of Work as of the Effective Date may be required in order for a successor County department to access and use available functions of the Licensed Software to perform the Current Business Scope in a different manner than performed by Probation's Pretrial Services Bureau as of the Effective Date, and that such additional Implementation Services (if any) will be engaged by County and performed by Contractor as Optional Work pursuant to Subparagraph 4.5 of the Agreement.

3.1.2 License Restrictions

The County may not: (a) make the Licensed Software or Documentation available in any manner to any third party for use in the third party's business operations except as expressly permitted by this Agreement; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us (it being understood and agreed the foregoing restriction does not limit the County's ability to work with third parties to achieve Interfaces with the Licensed Software, provided the third parties comply with the use restrictions and confidentiality obligations under this Agreement); or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise

commercially exploit or make the SaaS Services, Licensed Software, or Documentation available to any third party other than as expressly permitted by this Agreement. For the avoidance of doubt, the license restrictions set forth in this Subparagraph 3.1.2 do not impact County's ability to use, prepare derivative works, or distribute the output that the County can export from the PSAMS Solution, including without limitation all reports, graphs, charts, letters, notifications, forms, or other artifacts, beyond the term of this Agreement.

3.1.3 Documentation

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software and the PSAMS Solution. If the Documentation for the Licensed Software is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel, County designees, and Users of the PSAMS Solution, and incorporate such copies into its own technical and User manuals, provided that such reproduction relates to County's and Users' use of the Licensed Software as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form. For purposes of this subsection, the availability of Contractor's Documentation on its website shall constitute an electronic form.

3.2 [Intentionally Omitted]

3.3 Proprietary Rights

3.3.1 Ownership of County Data

All of the County's Confidential Information, including without limitation Personally Identifiable Information and other data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement; and all of the output that the County can export from the PSAMS Solution generated by County's use of the PSAMS Solution, including without limitation data within reports, graphs, charts, letters, notifications, forms, or other artifacts; modified County Data, etc. (collectively, "**County Data**") provided or made accessible by County to Contractor, is and shall remain the property of County.

3.3.2 Ownership of Software Deliverables

Contractor retains all right, title and interest in and to Deliverables (except for any County Confidential Information, if any, included in such Deliverables), subject to the rights expressly granted to the County under this Agreement.

3.3.3 License of Deliverable Subset

Regarding Deliverable Subset, Contractor hereby grants to County a limited, perpetual, irrevocable, fully paid up, non-transferable (except as permitted by this Agreement) license to use, prepare derivative works, and copy the Deliverable Subset for County's internal business purposes. During the term of this Agreement, County may distribute the Deliverable Subset, provided that the County's right of distribution hereunder shall be limited to Users (may include Non-County staff at the discretion of County) and any other Federal, State, and local agencies, and business partners as needed pursuant to County's internal business purposes. Nothing in this Subparagraph 3.3.3 prohibits the County from using the Deliverable Subset following expiration or termination of this Agreement for purposes of developing its requirements, provided the County does not reveal Contractor's confidential and proprietary information. The term "**Deliverable Subset**" means all Deliverables other than the Licensed Software, and Contractor's or County's working papers with respect to such Deliverables. Nothing under this Subparagraph 3.3.3 will divest Contractor's ownership in and to its confidential and proprietary information.

3.4 Third Party Product

The Contractor shall not use any Third Party Product in the PSAMS Solution without the prior written approval of the County to be granted or withheld in its sole discretion. The Third Party Products for which County has given such approval as of the Effective Date are as set forth on Exhibit A.27 (Third Party Products) to Exhibit A (Statement of Work), and such attachment shall be updated in accordance with this Agreement to reflect any additional Third Party Products for which County gives such approval after the Effective Date. In the event Contractor provides any Third Party Product to County in connection with this Agreement, Contractor shall obtain, at Contractor's sole cost and expense, a license for County to use and access the Third Party Product that is the equivalent to the license granted pursuant to Subparagraph 3.1 (License Grant). For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to County, all Third Party Product to the same extent as the Licensed Software.

3.5 Minimum System Requirements

Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) sets out the minimum requirements for County's hardware and software configurations and network (collectively, "**County Environment**") that shall be Compatible with the PSAMS Solution and required in order for the PSAMS Solution to operate in accordance with the Specifications and this Agreement. Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) may be updated from time to time only in accordance with Exhibit K (Service Level Requirements).

4.0 SERVICES

4.1 Services Generally

The Contractor will provide and implement the PSAMS Solution as specified in this Agreement. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work) and in accordance with Exhibit K (Service Level Requirements). Contractor shall use its best efforts to provide all work in accordance with the applicable timeframes set forth in Exhibit C (PSAMS Project Timeline), as revised by the PCD, and this Agreement. Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, 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.

4.2 Implementation Services

4.2.1 Contractor shall provide implementation services, including Licensed Software setup, installation, Configuration, Data Migration, testing, training, and other Services required for successful implementation of the PSAMS Solution, as provided in this Agreement and specified in Exhibit A (Statement of Work) (collectively, "**Implementation Services**"). Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County's payment of the applicable Implementation Fees in accordance with this Agreement. The "**Implementation Fees**" shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), as specified in Exhibit B (Pricing Schedule). The Implementation Fees shall be a fixed fee amount specified in such Exhibit B (Pricing Schedule), except regarding those specific

subtasks identified in Exhibit B (Pricing Schedule) as charged on a not-to-exceed basis.

- 4.2.2** Contractor shall use its best efforts to deliver all Deliverables by the date(s) specified in Exhibit C (PSAMS Project Timeline), as revised by the PCD, unless extended by County in writing prior to the Deliverables due date. Without limiting the foregoing, should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of Services, are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, or any segment of Services, within the time set forth in Exhibit A (Statement of Work).

4.3 Support Services

- 4.3.1** During the term of this Agreement, Contractor shall provide the support and maintenance services for the Licensed Software described in this Agreement, including Exhibit K (Service Level Requirements) (collectively, the **"Support Services"**), in exchange for County's payment of the SaaS Fees set forth on Exhibit B (Pricing Schedule) in accordance with this Agreement.

- 4.3.2** The Support Services shall commence with respect to the Licensed Software on the Effective Date. County shall start paying SaaS Fees as described in Subparagraph 7.1.1. Exhibit B (Pricing Schedule) shows the total maximum amount of SaaS Fees that may be payable by County for licensing of the Licensed Software and for provision of the SaaS Services.

4.4 Hosting Services

During the term of this Agreement, Contractor shall host the Licensed Software on the Hosted Environment which shall be located in a secure location within the United States on Amazon's AWS GovCloud, on shared hardware. Hosting services shall conform to the requirements of Exhibit K (Service Level Requirements) (collectively, the **"Hosting Services"**), in exchange for County's payment of the applicable SaaS Fees in accordance with this Agreement. County Data will be inaccessible to Contractor's other clients. Contractor shall comply with the provisions of the Criminal Justice Information Systems (**"CJIS"**) Security Policy, as amended from time to time (**"CJIS Security Policy"**), which are applicable to Contractor in the performance of all Services under this Agreement. The Hosting Services shall commence upon the Effective Date, but County shall only be obligated to start paying SaaS Fees on the date set forth in Subparagraph 7.1.1.

- 4.4.1** Contractor represents and warrants that in connection with this Agreement Contractor shall not deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third party.
- 4.4.2** Contractor represents and warrants that during the term of this Agreement Contractor will not withhold or suspend SaaS Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Agreement, except that Contractor may suspend SaaS Services under the following conditions: (1) County has failed to pay undisputed invoices for a period that exceeds 180 days as of the date of Contractor's proposed suspension date; (2) Contractor has notified County Project Director sixty days prior to Contractor's proposed suspension date; and (3) prior to or promptly following delivery of such written notice, Contractor has invoked the Dispute Resolution Procedure regarding County's failure to pay; and (4) Contractor immediately resumes provision of SaaS Services upon County's payment of the undisputed invoices or as otherwise agreed to pursuant to the Dispute Resolution Procedure.

4.5 Optional Work

Upon County Project Director's written request and execution of a Change Order pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including additional licenses to existing Licensed Software, New Software, and Professional Services, in accordance with this Subparagraph and the applicable Change Order, and at the applicable Hourly Rates set forth in Exhibit B (Pricing Schedule). Optional Work shall use and be capped at available Pool Dollars; County shall not request and Contractor shall not be obligated to provide Optional Work for which there are no available Pool Dollars.

4.5.1 Additional Licenses and New Software

Contractor shall provide to County additional licenses to existing Licensed Software and New Software as part of Optional Work in accordance with this Subparagraph 4.5 (Optional Work) and the applicable executed Change Order. Any enhancements and/or modifications to the Licensed Software resulting from New Software shall be incorporated into and become part of the Licensed Software. All New Software, once Accepted by County pursuant to Paragraph 5.0 (Acceptance), shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement.

4.5.2 Professional Services

Contractor shall provide to County Professional Services as part of Optional Work, including consulting services and/or additional training, in accordance this Subparagraph 4.5 (Optional Work) and the applicable executed Change Order. Specifically, County Project Director may from time to time, during the term of this Agreement, submit written requests for Professional Services for services not included in Implementation Services, Hosting Services, or Support Services. Any enhancements and/or modifications to the Licensed Software resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software. Any Professional Services that are Accepted in writing by County shall become a part of the Services, and any products of Professional Services, once Accepted by County pursuant to Paragraph 5.0 (Acceptance), shall become part of the PSAMS Solution, and shall be subject to the terms and conditions of this Agreement.

4.5.3 Change Order Process and Contents

1. County may require that Optional Work be provided on a (1) fixed price basis, (2) not-to-exceed amount basis, (3) time and materials basis, or (4) a combination of the above.
2. In response to County Project Director's request, Contractor shall submit to County for approval a scope of work describing the particular Optional Work and providing a proposed cost consistent with the payment method required by County to provide such Optional Work, calculated based on the applicable Hourly Rates (if applicable) and other pricing terms set forth in Exhibit B (Pricing Schedule) and elsewhere in the Agreement (each a "**Scope of Work**").
3. Following Contractor's delivery of the Scope of Work, County and Contractor shall work cooperatively to draft and agree on the Change Order developed using the Scope of Work and the Change Order Form attached to Exhibit A (Statement of Work) as Exhibit A.25 (Change Order Form), which shall at a minimum include the tasks and Deliverables to be performed; County's functional, technical, and/or business requirements to become part of the Specifications; an analysis of any impact on existing Licensed Software and future Revisions; Acceptance Tests substantially similar in approach and scope as to that described in Exhibit A (Statement of Work), and a payment schedule for such Optional Work, including the Holdback required by Subparagraph 7.3.3 (Holdbacks) of this Agreement. Additionally, the County and Contractor shall agree in such Change Order whether the additional licenses

to existing Licensed Software, New Software, or Professional Services that are the subject of such Change Order require an increase in the SaaS Fees for SaaS Services under this Agreement.

4. Notwithstanding anything to the contrary in this Subparagraph 4.5, any change rising to the level of an Amendment under Paragraph 12.0 (Changes to Agreement) shall be accomplished pursuant to an Amendment.

4.5.4 Options for Certain Optional Work

1. County has the option, exercisable in its sole discretion, to engage Contractor to provide integration between the PSAMS Solution and the California Superior Court's Odyssey system as Optional Work at no cost using Contractor's standard Tyler Alliance integration technology. If County determines to use another integration technology, provision of such integration shall be treated as traditional Optional Work the cost set forth in the applicable Change Order or Amendment developed under this Subparagraph 4.5.
2. County has the option, exercisable in its sole discretion, to engage Contractor to provide as Optional Work, the work described in that certain letter from Contractor to the County dated as of September 22, 2021, at the cost set forth in such letter.

4.6 Multi-Vendor Environment

4.6.1 Cross-Over Issues

Contractor acknowledges that it will be delivering the Services and/or Licensed Software in a multi-vendor environment, with the County and other service providers providing services relating to the PSAMS Solution. Effective operation of such an environment requires not only the cooperation among all service providers, including Contractor, but also collaboration in addressing service-related issues that may cross over from one service area or provider to another and related to the Services (in this Subparagraph, "**Cross-Over Issues**"). As part of the Services, Contractor will actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Contractor Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.

4.6.2 Service Interdependencies

Contractor shall use commercially reasonable efforts to identify all work efforts of which Contractor has knowledge, whether performed by Contractor, Subcontractors, Contractor third-party vendors, or County that may impact the delivery of Services to be delivered (a) during the period extending from the Effective Date to Final Acceptance for Phase II or (b) during implementation of any Optional Work (in this Subparagraph, the “**Service Interdependency**”). For each Service Interdependency, Contractor shall verify that project plans, detailed to the task level with individual performance responsibility identified, have been developed by the party responsible for the work or deliverable, and validate that each project plan reflects delivery of the work or deliverables required by Contractor to deliver the Licensed Software and/or Services in accordance with the Specifications. Contractor shall implement processes to insure it is receiving regular reports, from all parties responsible for a Service Interdependency, with sufficient data to enable it to validate that each Service Interdependency is proceeding in accordance with the timing applicable to that Service Interdependency, and that the then current timing of delivery of the work or deliverables as to each Service Interdependency will not adversely impact Contractor’s ability to deliver the Licensed Software and/or Services in accordance with the Specifications. Contractor shall take reasonable steps to validate that the data it receives in the reporting process is supported by tangible progress on the Service Interdependency. Within a reasonable period of time of knowledge of any Service Interdependency that will impact delivery of the Services, Contractor shall provide County with a written report outlining the scope and nature of such Service Interdependency issue and Contractor’s proposed resolution to remedy such Service Interdependency issue.

4.7 Reserved

4.8 No Offshore Work

All Services shall be performed and rendered within the United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County’s intellectual property or any County property to any entity or individual outside the United States.

4.9 Intentionally Omitted

5.0 ACCEPTANCE

5.1 Acceptance Criteria

The Licensed Software, Deliverables, and Optional Work may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties, as developed in accordance with Exhibit A (Statement of Work) and this Paragraph 5.0 (Acceptance) (the “**Acceptance Criteria**”). Such Acceptance Criteria shall be based, at a minimum, on conformance of such work to the Specifications. Acceptance Certificates may be submitted by Contractor by e-mail to County Project Director and Project Manager, and signed by County Project Director or designee and returned to Contractor by e-mail at the applicable addresses show in Exhibits E (County’s Administration) and F (Contractor’s Administration).

5.2 Acceptance Tests

5.2.1 When Contractor notifies County that one or more components of the Licensed Software has been implemented as required under Exhibit A (Statement of Work) or that a Service, Deliverable, or milestone (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related Licensed Software, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria. Testing may be performed at various stages of the Implementation Services as set forth in the Statement of Work, or otherwise deemed appropriate by County.

5.2.2 County and/or Contractor shall conduct all tests in Exhibit A (Statement of Work) (hereinafter “**Acceptance Test(s)**”).

5.2.3 For each Acceptance Test, Contractor shall provide County testing scenarios consistent with Contractor’s best practices for the applicable Licensed Software or Deliverable.

5.3 Production Use

With respect to each of Phase I and Phase II, the Licensed Software shall be ready for Production Use when the County Project Director, or his/her designee, approves in writing (a) Contractor’s transition of the Licensed Software for such Phase to the Hosted Environment for Production Use, and (b) documented results provided by Contractor certifying successful transition of the Licensed Software for such Phase to the Hosted Environment for Production Use and operation of the PSAMS Solution in accordance with the Specifications.

5.4 Licensed Software Use

With respect to each of Phase I and Phase II, following installation of the Licensed Software by Contractor and prior to Final Acceptance for such Phase by County, County shall have the right to use, in a Production Use mode, the Licensed Software for such Phase, without any additional cost to County (except as provided for in Subparagraph 7.1.1) where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance for such Phase of the Licensed Software.

5.5 Final Acceptance

With respect to each of Phase I and Phase II, the Licensed Software shall achieve "**Final Acceptance**" when the Licensed Software for such Phase in its entirety, as installed and configured, operates in Production Use for a period of 60 days continuously without Defects of Priority Level 1 or 2, as provided in Exhibit K (Service Level Requirements) to the Agreement.

5.6 Failed Testing

5.6.1 If the County Project Director makes a good faith determination at any time that a Deliverable has not successfully completed an Acceptance Test or that the Licensed Software for a Phase has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 5.6 (Failed Testing) as "**Designated Test**"), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software or Deliverable has failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software or Deliverable as will permit the Licensed Software or Deliverable to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the Licensed Software or Deliverable again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software or Deliverable failed to pass the applicable Designated Test. Contractor shall immediately

commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software or Deliverable as will permit the Licensed Software or Deliverable to be ready for retesting. All notices under this Subparagraph 5.6.1 may be submitted by Contractor or by County via e-mail at the applicable addresses shown in Exhibits E (County's Administration) and F (Contractor's Administration).

5.6.2 Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test, or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Subparagraph 15.2 (Termination for Default) on the basis of such non-curable default.

5.6.3 Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components or Phases of the Licensed Software; (ii) a termination of any part of Exhibit A (Statement of Work) relating to the Licensed Software or Deliverable that is not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the PSAMS Solution as a whole, the entire Agreement. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law. For the avoidance of doubt and without limiting Subparagraph 24.25 (Waiver), no prior approval or Acceptance by County of any Licensed Software or Deliverable shall constitute a waiver or estoppel by County of the rights and remedies set forth in this Subparagraph 5.6 (Failed Testing).

6.0 TERM OF CONTRACT

6.1 Initial Term

The term of this Agreement shall commence upon the Effective Date and shall remain in effect for an initial term of five (5) years commencing after the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement ("**Initial Term**").

6.2 Option Terms; Extensions; Term

- 6.2.1** At the end of the Initial Term, the County may, at its sole option, extend this Agreement term for up to three (3) additional two (2) year option terms ("**Option Term**"), for a maximum possible total Agreement term of eleven (11) years. The Option Term may be exercised at the sole discretion of the Department Head or such person's designee as authorized by the Board of Supervisors.
- 6.2.2** Contingent upon available funding, the term of the Agreement may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Department Head or such person's designee and the written concurrence of the Contractor. All terms of the Agreement in effect at the time of extending the term shall remain in effect for the duration of the extension. As used in this Agreement, "**Agreement term**" or "**term of this Agreement**" shall mean and include the Initial Term, the Option Term if exercised, and all month-to-month extensions under this provision.
- 6.2.3** The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement Option Term or extension option.

6.3 Notice of Expiration

The Contractor shall notify County Project Director and Project Manager when this Agreement is within six (6) months of the expiration of the Initial Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E (County's Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

7.0 CONTRACT SUM

7.1 General

- 7.1.1** Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule) (1) for Implementation Services, based on the Deliverable amounts due, upon Contractor's completion and County's Acceptance of each billable Deliverable; (2) for access to the Licensed Software and SaaS Services for the Licensed Software, by payment of applicable quarterly SaaS Fees in arrears for each quarter starting with the first calendar quarter following the Effective Date as specified in Schedule B.3 (SaaS Fees) to Exhibit B (Pricing Schedule); and (3) for Optional Work, on a per Change

Order/Amendment basis by payment of the applicable amounts set forth in such Change Order or Amendment for the provision of such Optional Work, not to exceed any maximum fixed price or not-to-exceed amount quoted for such Optional Work, according to such Change Order's or Amendment's payment schedule and, if none, following Contractor's completion and County's Acceptance of all work under such Change Order or Amendment.

7.1.2 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.

7.1.3 The "**Maximum Agreement Sum**" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, Licensed Software, PSAMS Solution, Services, and Optional Work under and during the term of this Agreement. If County does not Accept work under and in accordance with this Agreement, no payment shall be due Contractor for such work. The Maximum Agreement Sum, including all applicable Taxes and Pool Dollars, authorized by County hereunder shall not exceed \$7,157,257, as further detailed in Exhibit B (Pricing Schedule), unless the Maximum Agreement Sum is modified by an Amendment to this Agreement pursuant to Paragraph 12.0 (Change to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for all elements of the PSAMS Solution, including the Licensed Software and Services, including Implementation Services, SaaS Services, and any Optional Work. The Maximum Agreement Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

7.1.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Agreement Sum under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director and Project Manager at the address herein provided in Exhibit E (County's Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

7.2 No Payment for Services Provided Following Expiration/Termination of Agreement

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 Agreement. 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 Agreement 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 Agreement.

7.3 Holdbacks

7.3.1 Upon Contractor's completion and County's Acceptance of each Deliverable under Exhibit A (Statement of Work), payment of eighty-five percent (85%) of the amount due and payable for such Deliverable will be made by County for the Deliverable. The remaining fifteen percent (15%) of the payment associated with such Deliverable (each a "**Holdback Amount**;" cumulatively for all Deliverables, the "**Holdback Amounts**") will be retained by County and the Holdback Amounts for all Deliverables under each Phase will be payable upon Final Acceptance of such Phase pursuant to Subparagraph 5.5 (Final Acceptance), subject to adjustment for any amounts arising under this Agreement owed to the County by the Contractor. To account for such Holdback Amounts, Contractor will only invoice County for eighty-five percent (85%) of the amount due and payable for each Deliverable.

7.3.2 A Deliverable shall be deemed approved for purposes of this Subparagraph on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Deliverable are completed, tested for acceptability, and Accepted by County in accordance with Subparagraph 5.1 (Acceptance Criteria). The determination of whether each Deliverable has been so completed and so Accepted shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data, and documentation shall be subject to verify such completion.

7.3.3 Unless otherwise agreed to by County Project Director with respect to a specific Change Order, when preparing a Change Order for Optional Work, all such Deliverables may be subject to a fifteen percent (15%) Holdback Amount payable on Contractor's full completion and County's Acceptance of all work under such Change Order.

7.4 Invoices and Payments

- 7.4.1** The Contractor shall invoice the County only for providing the tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), the applicable Change Order, 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 Agreement, and shall include supporting documentation (including but not limited to identification of the specific work for which payment is claimed; copies of fully executed Acceptance Certificates evidencing County Project Director's approval of such work and the payment amount; indication of the applicable Holdback Amount and the cumulative Holdback Amounts accrued under this Agreement; indication of any credits or withholds accrued under this Agreement; and any other supporting documentation reasonably requested by County Project Director. In the case of Deliverables charged on a not-to-exceed basis as specified in Schedule B.2 (Hourly Not-to-Exceed Deliverables) of Exhibit B (Pricing Schedule), Contractor shall identify the hours charged by Deliverable. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, Deliverables, goods, Services, and other work Accepted by County. The making of any payment or payments by County, or receipt thereof by the Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, PSAMS Solution, Services, Deliverables, and Optional Work in accordance with this Agreement, and shall not imply Acceptance by the County of such items or the waiver of any warranties or requirements of this Agreement.
- 7.4.2** The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 7.4.3** The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) or applicable Change Order/Amendment describing the tasks, Deliverables, goods, Services, work hours, and facility and/or other work for which payment is claimed.
- 7.4.4** The Contractor shall submit the invoices to the County by the 15th calendar day of the month following the period of service.
- 7.4.5** All invoices under this Agreement shall be submitted to the address for invoices indicated on Exhibit E (County's Administration).

7.5 County Approval of Invoices; Payment of Approved Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Project Director or designee 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.

7.6 Invoice Disputes

7.6.1 The County Project Director or designee will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such thirty (30) day period, the County Project Director will invoke the Dispute Resolution Procedure in Paragraph 23.0 (Dispute Resolution Procedure).

7.6.2 If County believes any delivered Licensed Software, other Deliverable, or Service does not conform to the provisions of this Agreement, County will provide Contractor with written notice within thirty (30) days of County's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues County contends are in dispute so that Contractor can confirm the issue and respond to County's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in County's notice. Contractor will work with County as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in County's notice. County may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes its action items outlined in the plan.

7.6.3 Payments withheld by County in accordance with this Subparagraph 7.6 shall be considered in dispute for purposes of this Agreement.

7.6.4 The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, other Deliverables, and Services in accordance with this Agreement, and shall not imply acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

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

- 7.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 7.7.2** 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 A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 7.7.3** 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.
- 7.7.4** At any time during the duration of the Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

7.8 Intentionally Omitted

7.9 Budget Reductions

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 reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including the Option Term), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly, all pursuant to a negotiated Amendment entered into in accordance with this Agreement. 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 negotiated Amendment, the Contractor shall continue to provide all of the Services set forth in this Agreement.

7.10 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations directly relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records directly relating to its performance of this Agreement. 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 directly relating to this Agreement, except that access to employment records shall be limited to legally required audits. All such material shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement 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 can make all such material available to County using a mutually agreed upon electronic means.

- 7.10.1** In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 7.10.2** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 7.10 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 7.10.3** If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, at the County's expense, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) deducted from any amounts due to the Contractor from the County. 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

7.11 Taxes

The Maximum Agreement Sum shown in Subparagraph 7.1.3 shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other State and local sales/use Taxes on all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the provision of SaaS Services, to the extent applicable, calculated using rates effective as of the Effective Date. All California sales/use Taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County Indemnitees from, any and all such California and other State and local sales/use Taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County Indemnitees from, all applicable California and other State and local sales/use Tax on all other items provided by Contractor pursuant to this Agreement and shall pay such Tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which County does not hold title.

7.12 Out-of-Pocket Expenses

Contractor shall not be entitled for reimbursement of any expenditures for Contractor's staff transportation, meals, and lodging except to the extent expressly agreed in a Change Order, Change Notice or Amendment entered into following Final Acceptance for Phase II, with all such expenditures being in accordance with Los Angeles County Code Chapter 5.40 (Travel and Other Expenses). Contractor must obtain County Project Director's authorization in advance of incurring out-of-pocket expenses.

8.0 REPRESENTATIONS AND WARRANTIES

8.1 Authorization Warranty

Contractor represents and warrants that the person executing this Agreement 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 Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.2 Performance of Services

Contractor represents and warrants the Services will be performed and the Deliverables developed in a professional and workmanlike manner in

accordance with this Agreement and consistent with generally accepted industry standards and practices.

8.3 Licensed Software Warranty

Contractor represents and warrants that the Licensed Software will perform without Defects during the term of this Agreement. If the Licensed Software does not perform as warranted, Contractor will use its commercially reasonable efforts to cure the Defect in accordance with Exhibit K (Service Level Requirements).

8.4 Service Levels

Contractor represents and warrants that when operated in conformance with the terms of this Agreement, the Licensed Software and/or Services (as applicable) shall achieve the service levels ("**Service Levels**") set forth in Exhibit K (Service Level Requirements).

8.5 Reserved

8.6 Disabling Device

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the PSAMS Solution or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the PSAMS Solution or any component to County or any user or which could alter, destroy, or inhibit the use of the PSAMS Solution or any component, or the data contained therein (in this Subparagraph, collectively, "**Disabling Device(s)**"), which could block access to or prevent the use of the PSAMS Solution or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any PSAMS Solution component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided PSAMS Solution component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the PSAMS Solution or Revisions thereto prior to the installation onto the PSAMS Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

8.7 Destructive Mechanism

Contractor represents and warrants that Contractor shall not invoke any destructive mechanisms as described in this Subparagraph 8.7 at any time, including upon expiration or termination of this Agreement for any reason. Except if and to the extent expressly necessary for performance of Support Services or any other servicing or support expressly authorized in writing by County, in no event shall Contractor or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of the Department Head or designee, whether or not the disablement is in connection with any dispute between the parties or otherwise. Contractor understands and acknowledges that a breach of this Subparagraph could cause substantial harm to County and to numerous third parties having business relationships with County.

8.8 Non-Infringement

Contractor represents and warrants to the best of Contractor's knowledge, the Licensed Software and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the Licensed Software and Deliverables will not infringe the intellectual property rights of any third party. Provided Contractor is in full compliance with Subparagraph 20.2 (Intellectual Property Indemnification) of this Agreement, County's sole remedy for a breach of this warranty is set forth in Subparagraph 20.2 of this Agreement.

8.9 Pending Litigation

Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Agreement. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Specifications set forth in Exhibits A.1 (System Requirements – Phase I); A.2 System Requirements – Phase II); A.18 (LASD Integration Requirements); A.19 (CJIS – Charge Code Data Integration Requirements); A.27 (Third Party Products); A.29 (Court Report Forms – Phase I); A.30 (Letters and Notifications – Phase I); A.31 (Court Report Forms – Phase II) and A.32 (Letters and Notifications – Phase II) to the Statement of Work, and the Documentation.

8.10 Pass-Through of Warranties

Contractor hereby passes through to County all warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.

8.11 Other Warranties

During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the PSAMS Solution in accordance with this Agreement. Notwithstanding the foregoing, County prior written consent in the event of an assignment, merger, or purchase of substantially all of Contractor's assets is required only as is set forth in Paragraph 14.0 (Assignment and Delegation/Mergers or Acquisitions). Contractor represents and warrants that this Agreement and the Licensed Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the PSAMS Solution without interruption subject to the terms of this Agreement. As of the date furnished, no statement contained in writing contains any untrue statements about the prior experience or corporate description of Contractor or omits any fact necessary to make such statement not misleading.

8.12 Remedies

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement will include, but not be limited to, the corrective measures and remedies provided in Exhibit K (Service Level Requirements) and the ability to terminate this Agreement for default in accordance with Subparagraph 15.2 (Termination for Default).

9.0 ADMINISTRATION OF AGREEMENT - COUNTY

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

9.1 County Project Director

Responsibilities of the County Project Director include providing executive control, management, and oversight of the Agreement.

The County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is only authorized to obligate County as is specifically provided in this Agreement.

9.2 County Project Manager

The responsibilities of the County Project Manager include:

- meeting with the Contractor Project Manager on a regular basis;
- inspecting any and all Tasks, Deliverables, goods, Services, or other work provided by or on behalf of the Contractor; and
- overseeing the day-to-day administration of this Agreement.

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

9.3 County's Contract Manager

The role of the County's Contract Manager may include:

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

9.4 County's Contract Monitor

The County's Contract Monitor is responsible for the monitoring of the Agreement and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County Project Manager.

10.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

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

10.1 Contractor's Staff

10.1.1 The Contractor shall have a Project Director and Project Manager pursuant to Section 2.3.1 (Roles and Responsibilities) of Exhibit A (Statement of Work).

10.1.2 The Contractor shall be responsible for providing competent staff to serve as Contractor Key Staff as described in Section 3.3.2 (Key Resources/Personnel) of Exhibit A (Statement of Work).

10.1.3 Contractor shall not employ any person under the age of twenty-one (21) years to perform work under this Agreement unless the Contractor receives written approval by the County Project Director.

10.2 Approval of Contractor's Staff

All Contractor staff must meet the applicable requirements under this Agreement. In the event any Contractor staff fail to perform in accordance with the terms of the Agreement, including but not limited to the services warranty and background check requirements hereunder, the County shall have the right to require Contractor to remove such staff.

10.2.1 In the event Contractor should desire to remove any Contractor Key Staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act or illness), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

10.2.2 Contractor shall promptly fill any vacancy in Contractor Key Staff that has been created for any reason with individuals having qualifications at least equivalent to those of Contractor Key Staff being replaced.

10.2.3 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Staff and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

10.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff under this Agreement with a photo identification badge, which shall be worn at all times when Contractor staff is on County premises. Contractor shall notify the County within one business day when staff is terminated from working under this Agreement.

10.4 Background and Security Investigations

Contractor has set forth on Exhibit O (Specified Contractor Roles) as of the Effective Date those roles of its staff who may have access to County Data. Background and security investigations must be conducted of the Contractor's staff filling the roles set forth in Exhibit O (Specified Contractor Roles). If following the Effective Date additional roles of Contractor's staff or replacement staff may have access to County Data, background and security investigations must additionally be conducted of such staff. The cost of background checks is the responsibility of the Contractor. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 10.4.1 through 10.4.5 of this Agreement. Contractor shall report, in writing, in the event Contractor discovers non-compliance with this Subparagraph 10.4. Elements of the monitoring report shall receive prior written approval from the County.

10.4.1 The Contractor shall submit the names of the Contractor's or Subcontractor's employees or agents required to have a background and security investigation pursuant to this Subparagraph 10.4 to the County Project Manager specified in Exhibit E (County's Administration) prior to the employee or agent commencing work on this Agreement, by using the Background Request Forms attached hereto as Exhibit P, as well as a completed Contract Background Application (also attached as Exhibit P) for each such employee and agent. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of such employees and agents. County shall have the right to conduct background investigations of such employees and agents prior to commencement of work under the Agreement. Such employees and agents fully consent and agree to County's background investigations and shall not begin work on this Agreement before receiving written notification of clearance from the County. For the avoidance of doubt, employees and agents of Contractor's cloud service provider for Hosting Services are not required to have a background and security investigation pursuant to this Subparagraph 10.4 unless such employees and agents are filling the roles set forth in Exhibit O (Specified Contractor Roles).

10.4.2 No personnel employed by the Contractor or Subcontractor for this service having access to County Data shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for work under this Agreement is approved in writing by the County.

10.4.3 No Contractor or Subcontractor staff providing work under this Agreement shall be on active probation or parole.

10.4.4 The Contractor or Subcontractor staff performing work under this Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

10.4.5 Because the County is charged by the State for checking the criminal records of the Contractor's or Subcontractor's employees and agents; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

10.5 Employment Eligibility Verification

10.5.1 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 Agreement 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.

10.5.2 The Contractor shall indemnify, defend, and hold harmless, the County Indemnitees from employer sanctions and any other liability which may be assessed against the County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

11.0 CONFIDENTIALITY

11.1 General Confidentiality Obligation

Each party shall protect, secure, and keep confidential records, materials, documents, data, and/or other sensitive information, including without limitation Personal Information; Personally Identifiable Information; information relating to County's constituents, Users, partners, or personnel; juvenile and adult criminal history information and other records; Department case information; other County Data; and any other sensitive data, records and information received, obtained and/or produced under the provisions of this Agreement ("**Confidential Information**") in accordance with this Agreement and with all applicable Federal, State and local laws,

rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

11.2 Nature of Confidential Information

Contractor agrees that all of County's Confidential Information will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary". Notwithstanding the foregoing or Subparagraph 11.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the either party; (b) a party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to that party; and/or (c) is independently developed by a party without use of the other party's Confidential Information.

11.3 Required Actions Regarding County's Confidential Information

11.3.1 The Contractor shall restrict access to the County's Confidential Information only to its officers, employees, agents and Subcontractors who need the County's Confidential Information to perform official duties under the Agreement. The Contractor shall inform all of its officers, employees, agents and Subcontractors providing Services hereunder of the confidentiality provisions of this Agreement. Contractor shall cause each employee and non-employee performing Services covered by this Agreement to sign and adhere to written confidentiality obligations. Contractor shall sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement). The Contractor shall be responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which the Contractor discloses the Confidential Information of the County.

11.3.2 The Contractor shall: (a) not use the County's Confidential Information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to the County a written notification regarding all requests for disclosure of any of County's Confidential Information made by any third party other than Contractor's officers, employees, agents, or Subcontractors with respect to which the Contractor shall have complied with Subparagraph 11.3.1; (c) not disclose, except as otherwise specifically permitted by the Agreement, any of County's Confidential Information to any person or organization other than the County without the County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return, destroy, or maintain all of County's Confidential Information in accordance with this Agreement.

11.3.3 Without limiting the generality of the preceding subparagraph, in the event the Contractor receives any court or administrative agency order, or service of process regarding any of County's Confidential Information, the Contractor shall promptly notify (to the extent permitted by law) the County. Thereafter, the Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, the Contractor shall use commercially reasonable efforts to delay such compliance and cooperate with the County to obtain relief from such obligations to disclose until the County shall have been given a reasonable opportunity to obtain such relief. Additionally, the Contractor shall promptly notify the County of any improper action with respect to the County's Confidential Information that comes to the Contractor's attention.

11.4 Confidentiality of Adult and Juvenile Records

11.4.1 By State law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Department case information provided to the Contractor is confidential and no such information shall be disclosed except to those authorized employees of the County and law enforcement agencies.

11.4.2 The Contractor's staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff shall be given copies of all cited code sections, and a Criminal Offender Record Information ("**CORI**") form to sign, as provided in Exhibit L (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County Project Manager as indicated on Exhibit E (County's Administration) within five (5) business days of start of employment. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor shall provide such staff with a copies of all cited code sections and obtain a signed CORI form from such staff.

11.4.3 The Contractor agrees to inform all of its employees, agents, Subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

11.5 CJIS Security Policy and Addendum

Contractor shall comply with the provisions of the CJIS Security Policy, as amended from time to time, in the performance of all Services under this

Agreement. Contractor shall provide to each member of its staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff with a copy of the CJIS Security Policy and the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum attached hereto as Exhibit M. Additionally, Contractor shall obtain a signed Certification also attached hereto as Exhibit M from each such staff member and provide the same to County Contract Manager prior to such staff member performing work under this Agreement. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor shall provide such staff with a copy of the CJIS Security Policy and the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, obtain a signed Certification from each such staff member, and provide the same to County Contract Manager prior to such staff member performing work under this Agreement.

11.6 CLETS Private Contractor Management Control Agreement and CLETS Employee/Volunteer Statement

The PSAMS Solution have access to California Law Enforcement Telecommunications System (in this Subparagraph 11.6, "**CLETS**"), and in order for Contractor to be allowed access to CLETS, County must obtain from Contractor a fully-executed CLETS Private Contractor Management Control Agreement attached hereto as Exhibit N. Additionally, Contractor must obtain from each member of its staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff, a signed CLETS Employee/Volunteer Statement, also attached hereto as Exhibit N, prior to such staff member performing work under this Agreement. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor must obtain a signed CLETS Employee/Volunteer Statement from each such staff member. Contractor shall provide County Contract Manager with its fully executed CLETS Private Contractor Management Control Agreement on or before the Effective Date and each signed CLETS Employee/Volunteer Statement prior to the applicable staff member performing work under this Agreement.

11.7 Intentionally Omitted.

11.8 Non-Exclusive Equitable Remedy

The parties acknowledge that due to the unique nature of the Confidential Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the non-breaching party, and therefore, that upon any such breach or any threat thereof, the non-breaching party may be entitled to appropriate equitable remedies, and may seek injunctive relief

from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

11.9 Personally Identifiable Information

In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and clients and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable State and Federal laws, rules, and regulations for the sole purpose of performing the Services.

11.9.1 Treatment of Personally Identifiable Information

Without limiting any other warranty or obligations specified in this Agreement, and in particular the confidential provisions of this Paragraph 11.0 of the Agreement, during the term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third-party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with this Agreement and all applicable State and Federal laws, rules, and regulations.

11.9.2 Retention of Personally Identifiable Information

Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such PII in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase at County's option all originals and copies of such PII in accordance with this Paragraph 11.0 (Confidentiality).

11.10 Publicity

The Contractor shall not disclose any details in connection with this Agreement 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 Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, 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 Project Director. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Subparagraph 11.10 shall apply.

11.11 Public Records Act

11.11.1 Any documents submitted by the Contractor to the County in connection with this Agreement shall be subject to disclosure pursuant to the California Government Code Section 6250 et seq. (Public Records Act).

11.11.2 The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those appropriately marked pursuant to the Public Records Act, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

11.11.3 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 Indemnitees from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

11.12 Information Security and Privacy Requirements

Without limiting this Paragraph 11.0, Contractor, its officers, employees, Subcontractors, agents, and the PSAMS Solution, as applicable, shall, at all times, during the term of this Agreement, comply with Exhibit J (Information Security and Privacy Requirements Exhibit). Prior to the Effective Date, Contractor completed and delivered to County (a) the SaaS

Security & Privacy Assessment, file dated November 5, 2020 and (b) the Cyber Liability Insurance Assessment Matrix, file dated July 13, 2021 (collectively referred to in this Subparagraph 11.12, “**Current Security Assessments**”). Contractor represents and warrants that all responses contained in the Current Security Assessments are true and correct as of the Effective Date.

11.13 Material Breach

Any breach of this Paragraph 11.0 by Contractor shall constitute a material breach of this Agreement and be grounds for termination of this Agreement pursuant to the applicable provisions of Subparagraph 15.2 (Termination for Default) of this Agreement.

12.0 CHANGE TO AGREEMENT

No representatives of either County or Contractor, including those named in this Agreement, are authorized to make any changes in and of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 12.0 (Change to Agreement) or as expressly provided elsewhere in this Agreement.

12.1 Amendment

12.1.1 County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement through execution of an Amendment. To implement any change to the Services or to change any provisions of this Agreement, an Amendment to the Agreement shall be prepared, agreed to by the parties, and executed by the authorized representatives of Contractor and County. All such changes shall be accomplished only as provided in this Paragraph 12.0 (Change to Agreement).

12.1.2 Except as otherwise provided in this Agreement, for any change which affects the scope of work, term, Maximum Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared, agreed to by the parties, and executed by an authorized representative of Contractor and County.

12.1.3 The County’s Board of Supervisors or Chief Executive Officer or such person’s designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. 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. To implement such changes, an Amendment to the Agreement shall be prepared, agreed to by the parties, and executed by an authorized representative of Contractor and by the Department Head or such person's designee.

- 12.1.4** The Department Head or such person's designee may, at his or her sole discretion, authorize extensions of time as defined in Paragraph 6.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by an authorized representative of Contractor and by the Department Head or such person's designee.

12.2 Change Notice

For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by an authorized representative of Contractor and County Project Director or designee.

12.3 Change Order

For any change using Pool Dollars, a written change order ("**Change Orders**") may be prepared and executed by an authorized representative of Contractor and County Project Director or designee. For any Optional Work requested by County, a Change Order shall be prepared as described in Subparagraph 4.5 (Optional Work) using the Change Order Form attached to Exhibit A (Statement of Work) as Exhibit A.25 (Change Order Form), and executed by each of: (a) the County Project Director or designee, and (b) Contractor's authorized representative(s). County Project Director or designee is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County Project Director or designee.

13.0 SUBCONTRACTING

- 13.1** The requirements of this Agreement 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 Agreement. As of the Effective Date, County approves of Contractor's use of Amazon Web Services, Inc.

(Contractor's current cloud service provider for Hosting Services), as a Subcontractor hereunder for all purposes under this Paragraph 13.0.

- 13.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 13.3** The Contractor shall indemnify and hold the County Indemnitees 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.
- 13.4** The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 13.5** 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 Agreement. The Contractor is responsible to notify its Subcontractors of this County right.
- 13.6** The Department Head or such person's designee 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.
- 13.7** 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.
- 13.8** 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. The Contractor shall ensure delivery of all such documents to the address for insurance information indicated on Exhibit E (County's Administration) before any Subcontractor employee may perform any work hereunder.

14.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 14.1** 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.
- 14.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement, which consent shall not be unreasonably withheld or delayed.
- 14.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, which approval shall not be unreasonably withheld or delayed, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 14.4** Notwithstanding anything to the contrary in this Paragraph 14.0, in the event Contractor is legally prohibited from notifying the County in advance of consummation of a merger, consolidation, or purchase of all or substantially all of Contractor's assets, then Contractor may, without the prior written consent of County, assign this Agreement in its entirety to the surviving entity of any such merger or consolidation or purchaser of substantially all of Contractor's assets, provided the assignee (a) agrees in writing to be bound by this Agreement; (b) Contractor notifies County of the transaction as soon as legally permitted to do so; and (c) includes with such notification sufficient information on the surviving entity/purchaser so that the County can evaluate the ability of such surviving entity/purchaser to perform as Contractor's successor under this Agreement. Following an acquisition or merger that takes place pursuant to Paragraph 14.0 of this Agreement, and in the event County elects to terminate this Agreement for convenience, County will not be required to pay the Start-Up Costs set forth in Subparagraph 15.1.2 of this Agreement.

15.0 TERMINATION

15.1 Termination for Convenience

15.1.1 This Agreement 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. In the event of such a termination, the County will be responsible for payment to Contractor for all Services delivered in accordance with this Agreement (without duplication of the amounts owed pursuant to Subparagraph 15.1.2 below) and all expenses incurred in accordance with Subparagraph 7.12 (Out-of-Pocket Expenses) of this Agreement up through the effective date of termination. 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 thirty (30) days after the notice is sent.

15.1.2 Contractor is required to incur significant start-up costs associated with infrastructure and allocation of resources (in this Subparagraph 15.1.2, “**Start-Up Costs**”) that Contractor spreads out over the first 36 months of the Initial Term. Therefore, if County terminates this Agreement for convenience within the first 36 months following the Effective Date (in this Subparagraph 15.1.2, “**Start-Up Period**”), County shall pay Contractor the following early termination fees as an agreed-upon compensation for Contractor’s Start-Up Costs:

- (a) If County terminates during the first 12 months of Start-Up Period, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the Start-Up Period;
- (b) If County terminates during months 13 through 24 of the Start-Up Period, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the Start-Up Period; and
- (c) If County terminates during months 25 through 36 of the Start-Up Period, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the Start-Up Period.

15.2 Termination for Default

15.2.1 The County may, by written notice to the Contractor, terminate the whole or any party of this Agreement, if, in the judgment of the Department Head:

- (a) Contractor has materially breached this Agreement and fails to cure such breach within thirty (30) calendar days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such breach; or
- (b) Contractor fails to timely provide in accordance with the Project Schedule (and subject to any delay notices provided under Subparagraph 24.16 (Notice of Delays)) and/or fails to perform any task, Deliverable, Service, or other Professional Services required under this Agreement in accordance with the Statement of Work, including any Acceptance Criteria, and fails to cure such failure within thirty (30) calendar days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure; or

15.2.2 Notwithstanding Subparagraph 15.2.1, if the County determines in its reasonable discretion that a default subject to Section 15.2.1(a) by its nature cannot be cured, then no cure period provided for in Section 15.2.1(a) shall apply and the County may immediately terminate upon providing written notice under Section 15.2.1.

15.2.3 In the event that the County terminates this Agreement in whole or in part as provided in this Subparagraph 15.2, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.

15.2.4 If, after the County has given notice of termination under the provisions of this Subparagraph 15.2, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 15.2, or that the default was excusable under the provisions of this Subparagraph 15.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 15.1 (Termination for Convenience).

15.2.5 The rights and remedies of the County provided in this Subparagraph 15.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.3 Termination for Improper Consideration

- 15.3.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. 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.
- 15.3.2** 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.
- 15.3.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

15.4 Termination for Insolvency

- 15.4.1** The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 15.4.2** The rights and remedies of the County provided in this Subparagraph 15.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.5 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement 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, and County shall pay Contractor for all Services delivered in accordance with this Agreement through the effective date of such termination, as well as and all expenses incurred in accordance with Subparagraph 7.12 (Out-of-Pocket Expenses) up through the effective date of termination.

15.6 Effect of Termination

15.6.1 In the event County terminates this Agreement in whole or in part as provided hereunder or upon the expiration of the Agreement, as applicable, then, unless otherwise specified by County in writing:

1. Contractor shall continue the performance of this Agreement to the extent not terminated.
2. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a medium reasonably requested by County.
3. County will pay to Contractor all sums due and payable to Contractor for Services performed in accordance with this Agreement through the effective date of such expiration or termination (prorated as appropriate).
4. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid SaaS Fees, if applicable, subject to subparagraph 15.1.2.
5. Within thirty (30) Days of notification of termination of this Agreement, the Contractor shall provide County with a complete, portable, and secure copy of all County Data, including all schema and transformation definitions and/or delimited text files with documented, detailed schema

definitions along with attachments in a mutually agreed upon format.

6. Contractor shall return, destroy, or maintain County's Confidential Information strictly in accordance with Paragraph 11.0 (Confidentiality).

15.6.2 Notwithstanding the foregoing, upon termination for default pursuant to Subparagraph 15.2 (Termination for Default) during Implementation Services, Contractor shall be paid by County for all work Accepted by County through the effective date of termination, and County will return to Contractor all products of such terminated Implementation Services that have not been Accepted by County through the effective date of termination, subject to the following: (a) County's license rights hereunder that by their terms continue beyond the effective date of termination; (b) Contractor's provision of Transition Services under Subparagraph 15.7 (Termination Transition Services); and (c) continued use as needed to maintain operations, and otherwise mitigate damages during an orderly transition to alternative services.

15.6.3 Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

15.6.4 Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, in accordance with the mutually agreed upon scope, toward the end that there be no interruption of County's day to day operations due to the unavailability of the PSAMS Solution during such transition, as provided in Subparagraph 15.7 (Termination Transition Services).

15.7 Termination Transition Services

15.7.1 For ninety (90) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement (in this Subparagraph, "**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format agreed to pursuant to Subparagraph 15.6.1.5 of this Agreement. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.

15.7.2 Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition PSAMS Solution operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services, using the applicable Hourly Rates set forth on Exhibit B (Pricing Schedule). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Subparagraph 15.7 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 15.7 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

15.7.3 It is understood and agreed by the parties if as a part of Transition Services, Contractor is required to work with a County-designated third party in transitioning County Data or PSAMS Solution operations, then Contractor may require the third party to enter into a non-disclosure agreement in order to protect Contractor's intellectual property.

16.0 COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, 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 Agreement are hereby incorporated herein by reference. All activities under this Agreement conducted at County facilities shall be carried out in a manner consistent with County, State, and Federal mandates and guidelines related to the coronavirus disease 2019 (COVID-19).

17.0 [INTENTIONALLY OMITTED]

18.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include

assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or exercise other rights and remedies as specified in this Agreement.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

19.1 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.

19.2 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 Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

19.3 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.

19.4 Contractor Hearing Board

- 19.4.1** 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.
- 19.4.2** 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.
- 19.4.3** 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.
- 19.4.4** 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.
- 19.4.5** 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 years; (2) the debarment has been in effect for at least five 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.

- 19.4.6** 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.

19.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

20.0 INDEMNIFICATION; LIMITATION OF LIABILITY; DISCLAIMER; AND EXCLUSION OF CERTAIN DAMAGES

20.1 General Indemnification

- 20.1.1** Contractor shall indemnify, defend and hold harmless County, its special districts, elected and appointed officers, employees, agents and volunteers (collectively, "**County Indemnitees**") from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or relating to Contractor's acts and/or omissions under this Agreement.

- 20.1.2** Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 20 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the precedent sentence, County shall have the right to participate in any such defense at its sole cost and expense. Nothing herein shall be construed as a waiver of County's sovereign immunity.

20.2 Intellectual Property Indemnification

- 20.2.1** Contractor shall indemnify, defend, and hold harmless the County Indemnitees from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert

witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the Licensed Software.

- 20.2.2** Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 20.2 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 20.2.3** County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim.
- 20.2.4** Contractor will pay the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.
- 20.2.5** Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from (i) County's use of a previous version of the Licensed Software, and the claim would have been avoided had County used the current version of the Licensed Software; (ii) County's combining the Licensed Software with devices or products not intended or approved by Contractor; (iii) use of the Licensed Software in applications, business environments or processes for which the Licensed Software was not designed or contemplated, and where use of the Licensed Software outside such application, environment or business process would not have given rise to the claim; (iv) corrections, modifications, alterations or enhancements that County made to the Licensed Software and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement; (v) use of the Licensed Software by any person or entity other than as permitted under this Agreement; or (vi) subject to Contractor's remedial measures, County's willful infringement, including continued use of Contractor's infringing Licensed Software after being notified by Contractor that such infringing Licensed Software is, or is likely to become, the subject of a third-party claim.
- 20.2.6** Contractor shall, at its option and at no cost to County, as remedial measures: (i) disable without delay, the affected software component, as applicable; and either (ii) procure the right, by

license or otherwise, for County to continue to use the Licensed Software or affected component(s) thereof to the same extent of County's access rights under this Agreement; or (iii) replace or modify the Licensed Software or component(s) thereof with another software or component(s) of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor, until the Licensed Software and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Subparagraph 20.2 ("**Remedial Act(s)**").

20.2.7 Provided Contractor is in full compliance with this Subparagraph 20.2, the foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Subparagraph 20.2.

20.2.8 Failure by Contractor to provide and complete the Remedial Acts described in Subparagraph 20.2 shall constitute a material breach of this Agreement, upon which County may terminate this Agreement for default pursuant to Subparagraph 15.2 (Termination for Default).

20.3 LIMITATION OF LIABILITY; DISCLAIMER; AND EXCLUSION OF CERTAIN DAMAGES

20.3.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CLAIMS RELATED TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND EITHER PARTY'S OBLIGATIONS UNDER PARAGRAPH 11.0 (CONFIDENTIALITY), EACH PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED (A) DURING THE INITIAL TERM, TWO (2) TIMES THE AMOUNTS SET FORTH ON EXHIBIT B (PRICING SCHEDULE) FOR DELIVERABLES AND SAAS FEES FOR THE INITIAL TERM PLUS ALL AMOUNTS ALLOCATED TO A CHANGE ORDER FOR OPTIONAL WORK DURING THE INITIAL TERM, AND (B) DURING EACH OPTION TERM, TWO (2) TIMES THE SAAS FEES FOR THE OPTION TERM PLUS ALL AMOUNTS ALLOCATED TO CHANGE ORDERS FOR OPTIONAL WORK DURING THE OPTION TERM.

20.3.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR CLAIMS RELATED TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND EITHER PARTY'S OBLIGATIONS UNDER PARAGRAPH 11.0 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

20.3.3 EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

21.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 21.0 (General Provisions for All Insurance Coverage) and 22.0 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (in this Paragraph .0, the **"Required Insurance"**) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. 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 Agreement.

21.1 Evidence of Coverage and Notice to County

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

- Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates or as soon as reasonably possible following a policy renewal. The County reserves the right to obtain copies of relevant portions of Contractor's insurance policies at any time a claim is disputed or denied.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and list any County required endorsement forms. At County's request, Contractor will separately disclose to County the deductible it carries on Required Insurance.
- 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.
- Certificates and copies of any required endorsements shall be sent to the address for insurance information indicated on Exhibit E (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 Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

21.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "**County and its Agents**") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County's 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. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

21.3 Cancellation of or Changes in Insurance

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

21.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement.

21.5 Insurer Financial Ratings

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

21.6 Contractor's Insurance Shall Be Primary

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

21.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under Commercial General Liability and Automobile Liability for any loss arising

from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

21.8 Subcontractor Insurance Coverage Requirements

Except for Contractor's cloud service provider for Hosting Services, Contractor 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 Contractor as additional insureds on the Subcontractor's General Liability policy. Additionally, Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

21.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. Contractor warrants that it is financially capable of satisfying its deductibles.

21.10 Claims Made Coverage

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

21.11 Application of Excess Liability Coverage

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

21.12 Separation of Insureds

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

21.13 Alternative Risk Financing Programs

The County reserves the right to review Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

21.14 County Review and Approval of Insurance Requirements

The County reserves the right to review the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. Adjustments if any will be accomplished pursuant to an Amendment under and in accordance with this Agreement.

22.0 INSURANCE COVERAGE

22.1 Commercial General Liability

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

22.2 Automobile Liability

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a combined single limit of \$1 million. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

22.3 Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of \$1 million per accident for bodily injury by accident; \$1,000,000 for bodily injury by disease each employee; \$1,000,000 for bodily injury by disease policy aggregate. 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, and the endorsement form shall be modified to provide that County

will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

22.4 Technology Errors and Omissions

Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of \$15 million per occurrence and in the aggregate. For the purposes of this Subparagraph, the term "technology services" means (1) systems analysis, (2) software programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems analysis, design, implementation, and integration, (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 Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.

22.5 Cyber Liability

Cyber Liability insurance with limits of \$15 million per occurrence and in the aggregate, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; 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. Also without limiting Paragraph 21.0 (General Provisions for All Insurance Coverage), 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. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

22.6 Tiered Policy

The insurance coverage required in Technology Errors and Omissions and Cyber Liability may be met with one policy, provided that such policy (a) includes all coverage outlined in each such paragraph; and (b) Technology Errors & Omissions insurance shall not include any exclusions for electronic media.

23.0 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.

- 23.1** Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 23.0 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the "**Dispute Resolution Procedure**"). Time is of the essence in the resolution of disputes.
- 23.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which the parties agree should be delayed as a result of such dispute.
- 23.3** In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 23.4** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 23.5** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president of its Courts and Justice Division and

the Department Head. These persons shall have ten (10) days to attempt to resolve the dispute.

- 23.6** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 23.7** All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 23.0 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 23.8** Notwithstanding any other provision of this Agreement, either party's right to seek injunctive relief to enforce the provisions of Paragraph 11.0 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of each party's rights and shall not be deemed to impair any claims that either party may have against the other party or either party's rights to assert such claims after any such termination or such injunctive relief has been obtained.
- 23.9** Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement.

24.0 GENERAL TERMS

24.1 Compliance with Civil Rights Law

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 Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

24.2 Compliance with the County's Jury Service Program

24.2.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (in this Subparagraph 24.2, "**Jury Service Program**") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Agreement.

24.2.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor 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.
2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreement 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 Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

24.3 Conflict of Interest

- 24.3.1** No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, 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 Agreement. 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.
- 24.3.2** 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 Agreement. 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 subparagraph shall be a material breach of this Agreement.

24.4 Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List

Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement 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 Agreement, and who are identified by County to Contractor timely in advance of Contractor's hiring efforts.

24.5 Consideration of Hiring Gain/Grow Participants

24.5.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform services set forth herein, 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. The Contractor shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates. Failure to report job openings will not be considered a material breach of this Agreement.

24.5.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor 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 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. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

24.7.1 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.

24.7.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement 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).

24.8 Damage to County Facilities, Buildings or Grounds

24.8.1 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.

24.8.2 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 by cash payment upon demand.

24.9 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile and other electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on Amendments, Change Notices, and Change Orders prepared pursuant to Paragraph 12.0 (Change to Agreement), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments, Change Notices, and Change Orders to this Agreement, such that the parties need not follow up facsimile or other electronic transmissions of such documents with subsequent (non-facsimile, non-electronic) transmission of "original" versions of such documents.

24.10 Fair Labor Standards

The Contractor shall indemnify, defend, and hold harmless the County Indemnitees from any and all third party liability for wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and 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, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control and cooperate with Contractor in, the defense and any related settlement negotiations.

24.11 Force Majeure

24.11.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 24.11 as "force majeure events").

24.11.2 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.

24.11.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

24.12 Governing Law, Jurisdiction, And Venue

This Agreement 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 State and Federal courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in a State or Federal court in the County of Los Angeles.

24.13 Independent Contractor Status

24.13.1 This Agreement 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.

24.13.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement 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 taxes for any personnel provided by or on behalf of the Contractor.

24.13.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement 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 Agreement.

24.13.4 The Contractor shall adhere to the provisions stated in Paragraph 11.0 (Confidentiality).

24.14 Nondiscrimination and Affirmative Action

24.14.1 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.

24.14.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

24.14.3 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.

24.14.4 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.

24.14.5 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 Agreement or under any project, program, or activity supported by this Agreement.

24.14.6 The Contractor shall allow County representatives access to the Contractor's employment records pursuant to a legally required audit during regular business hours to verify compliance with the

provisions of this Subparagraph 24.14 when so requested by the County.

24.14.7 If the County finds that any provisions of this Subparagraph 24.14 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement 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 Agreement.

24.14.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, 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 damages in lieu of terminating or suspending this Agreement.

24.15 Non Exclusivity

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

24.16 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any situation is delaying the timely performance of this Agreement, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party. All notices under this Subparagraph 24.16 may be submitted by Contractor or by County via e-mail at the applicable addresses shown in Exhibits E (County's Administration) and F (Contractor's Administration).

24.17 Notice to Employees Regarding the Federal Earned Income Credit

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.

24.18 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees who are located within the County of Los Angeles, and shall require each Subcontractor (other than Contractor's cloud service provider for Hosting Services) to notify and provide to its employees who are located within the County of Los Angeles, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet for printing purposes.

24.19 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration), and delivered as follows: (a) hand delivered with signed receipt; (b) mailed by first class registered or certified mail, postage prepaid; or (c) by e-mail or facsimile transmission followed within three (3) days by a confirmation copy mailed by first class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of e-mail or facsimile transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

24.20 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement 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.

24.21 Recycled Bond Paper

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 Agreement.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 24.7 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, 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 Agreement pursuant to Subparagraph 15.2 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

24.23 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, 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 Agreement, upon which the County may in its sole discretion immediately terminate or suspend this Agreement.

24.24 Validity

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

24.25 Waiver

No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 24.25 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

24.26 Warranty Against Contingent Fees

24.26.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 24.27 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

24.29 Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten 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.

24.30 Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking. If Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

24.31 County's Policy on Equity

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

24.32 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

24.33 Headings

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

25.0 SURVIVAL

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

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Licensed Software and Intellectual Property)

Subparagraph 5.6.3

Subparagraph 7.2 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Subparagraph 7.10 (Record Retention and Inspection/Audit Settlement)

Subparagraph 8.12 (Remedies)

Subparagraph 10.5.2

Paragraph 11.0 (Confidentiality)

Paragraph 12.0 (Change to Agreement)

Subparagraph 13.3

Paragraph 14.0 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 15.0 (Termination)

Paragraph 20.0 (Indemnification; Limitation of Liability; Disclaimer; and Exclusion of Certain Damages)

Paragraph 21.0 (General Provisions for All Insurance Coverage)

Paragraph 22.0 (Insurance Coverage)

Paragraph 23.0 (Dispute Resolution Procedure)

Subparagraph 24.10 (Fair Labor Standards)

Subparagraph 24.11 (Force Majeure)

Subparagraph 24.12 (Governing Law, Jurisdiction, and Venue)

Subparagraph 24.19 (Notices)

Subparagraph 24.24 (Validity)

Subparagraph 24.25 (Waiver)

Subparagraph 25.0 (Survival)

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

CONTRACTOR:
TYLER TECHNOLOGIES, INC.

By: _____

Name: Brian McGrath

Title: President, Courts & Justice Division

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:
Dawyn R. Harrison
Acting County Counsel

By: _____
Jason C. Carnevale
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM
(PSAMS)**

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1.0 INTRODUCTION

This Exhibit A (Statement of Work) (together with all attachments hereto, “Statement of Work” or “SOW”) is attached to and forms a part of that certain Agreement for Pretrial Services Assessments and Monitoring System (as further defined in the Agreement “PSAMS Solution”), dated as of the Effective Date (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the “Agreement”), between the County of Los Angeles (“County”) on behalf of its Probation Department (“Department”), and Tyler Technologies, Inc (“Contractor”). Capitalized terms used herein without definition in this SOW or in Exhibit A.26 (Abbreviations and Acronyms) attached to this SOW have the meanings given to such terms in the Agreement.

The Probation Pretrial Services Bureau (PSB) currently relies on two older, expensive to operate and maintain, and inflexible case management systems for workflow, information support, and record retention. The mainframe-based Own Recognizance Management System (ORMS) and the Visual FoxPro-based Probation-Pretrial+ System (PPT+) operate on technology that is decades old, difficult to maintain, and not readily modified to support new changing business requirements. In addition, PSB has a supplemental court report generating system called the Pretrial Services Court Report Portal (PSCR), that is used to collect and store defendant interviews, Criminal Court Assessment Tool (C-CAT) risk assessments, and Own Recognizance Program’s court reports. The Current Systems Flow Diagram is attached to this Statement of Work as Exhibit A.3 (Current Systems Flow Diagram)

The PSAMS Solution will be implemented as a secure, cloud-hosted, web-based system using Contractor’s Tyler Supervision technology platform to replace the ORMS, PPT+, and PSCR. The PSAMS Solution will provide a modern, flexible system that meets all functional, technical, and business requirements set forth in Exhibit A.1 (System Requirements – Phase I) and Exhibit A.2 (System Requirements – Phase II) attached to this Statement of Work and addresses current needs and provides support for the business processes, including but not limited to as described in Exhibits A.4 through A.17 attached to this Statement of Work. Additionally, all the PSCR data also needs to be migrated along with ORMS and PPT + data requirements as described in Exhibits A.1(System Requirements – Phase I), Exhibit A. 2 (System Requirements – Phase II), A.20 (PSAMS Data Elements), A.21(Tables for Migration – Phase I), and A.22 (Tables for Migration – Phase II)

attached to this Statement of Work. The PSAMS Solution will also provide court report forms as described in Exhibit A.29 (Court Report Forms – Phase I) and Exhibit A.31 (Court Report Forms – Phase II) and letters and notifications as described in Exhibit A.30 (Letters and Notifications – Phase I) and Exhibit A.32 (Letters and Notifications – Phase II).

Contractor shall perform, complete, and deliver all work, however denoted, as set forth in this SOW. Also defined herein are those tasks and subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all tasks and subtasks and provide all Deliverables as defined herein.

Unless specified otherwise, Contractor shall be responsible for furnishing all personnel, facilities, equipment, material, supplies and support and management services and shall perform all functions necessary to satisfy the requirements of this SOW, the Specifications, and this Agreement generally. All Specifications, whether specifically referenced or not in this SOW, shall apply to Contractor's Deliverables under the Agreement.

2.0 SCOPE OF WORK

Contractor shall provide a "Software as a Service" (SaaS) solution that meets all the requirements in accordance with all the sections of this SOW and attachments, the Specifications, and this Agreement generally.

2.1 SCOPE OF SERVICES/ACTIVITIES

The scope of work is broken down into two phases, Phase I and Phase II and is further defined in this SOW and includes but is not limited to the following:

1. Implement PSAMS Solution that meets all the requirements as defined in Exhibit A.1 (System Requirements – Phase I), Exhibit A.2 (System Requirements – Phase II) and other applicable exhibits to this SOW.
2. Convert and migrate all the County Data required as specified in Exhibits A.1 (System Requirements – Phase I), Exhibit A.2 (System Requirements – Phase II) , Exhibit A.21 (Tables for Migration – Phase I), and A.22 (Tables for Migration – Phase II) to this SOW.
3. Provide Interfaces and other work to integrate the Licensed Software with other systems as defined in Exhibits A.1 (System

Requirements – Phase I), Exhibits A.2 (System Requirements – Phase II), A.18 (LASD Integration Requirements), and A.19 (CJIS – Charge Code Data Integration Requirements) to this SOW.

4. Meet and comply with the information security and privacy requirements as defined in this SOW, Exhibit J (Information Security and Privacy Requirements Exhibit) to the Agreement, and the Agreement generally.
5. Meet the timelines as defined in Exhibit C (PSAMS Project Timeline) to the Agreement and the Accepted Project Control Document (as updated from time to time in accordance with this SOW, the “PCD”).
6. Complete and deliver all the tasks and Deliverables and perform all Services as defined in this SOW and Agreement.
7. The Contractor will utilize recognized project management toolsets to support the project such as:
 - Documentation
 - Communication
 - Shared file repositories such as SharePoint or MS Teams
 - Office 365
 - Reporting
 - Controlling and monitoring
8. Contractor shall provide and maintain the PCD as specified in the Subtask 3.1.1 (Develop Project Control Document).
9. Contractor shall provide the software licenses required for PSB personnel to perform the functions as defined in SOW exhibits, including the following:
 - PSAMS Solution
 - Any Third-Party Products, if any, included in PSAMS
 - Licenses required for the use of functionality provided by any Interfaces, Customizations, Enhancements, and/or Revisions
10. Contractor shall provide all Hosted Environment components including:
 - Production – Runs the latest code branch and primary environment for daily operations.

- Quality Assurance “QA” – QA is intended to simulate production. QA is the final stage of code before it is released to production. Data in QA is refreshed from production on a regular basis. Training and final User Acceptance Testing take place in this environment.
 - Development “DEV” – Dev is intended for development of new features. Features that have passed testing are merged into the main dev code branch. The main dev code branch is pushed to QA after all testing is complete. The majority of County User Acceptance Testing is done in this environment.
11. Contractor shall provide Support Services and Hosting Services as described in this SOW, Exhibit K (Service Level Requirements) to the Agreement, and this Agreement generally.

The delivery of the PSAMS Solution will be made in two phases as outlined here:

Phase I

Phase I requires, without limitation, implementation of Tyler Supervision Adult Case Management.

1. Managing facts regarding cases on Electronic Monitoring for pretrial defendants & post-sentenced inmates.
2. Drug Court eligibility assessment.
3. Static 99R.
4. Civil Name Change.
5. Phase I requirements as specified in Exhibit A.1 (System Requirements – Phase I).
6. Data elements as specified in Exhibit A.20 (PSAMS Data Elements).
7. Data Migration of PPT+ system as specified in A.21 (Tables Migration – Phase I).
8. Court reports forms as specified in A.29 (Court Report Forms – Phase I).
9. Letters and notifications as specified in Exhibit A.30 (Letters and Notifications – Phase I)
10. Training.

Phase II

Phase II requires, without limitation, additional Configuration of Tyler Adult Case Management and implementation of Tyler Supervision Access, including reminders and check-ins.

1. Investigations (Bail Deviation and Own Recognizance).
2. Supervised Release Program (SRP).
3. Phase II requirements as specified in Exhibit A.2 (System Requirements – Phase II).
4. Interfaces as specified in Exhibit A.18 (LASD Integration Requirements) and in Exhibit A.19 (CJIS – Charge Code Data Integration Requirements).
5. Data Migration of ORMS and PSCRP systems as specified in Exhibit A.22 (Tables Migration – Phase II).
6. Court reports and forms as specified in A.31 (Court Report Forms – Phase II).
7. Letters and notifications as specified in Exhibit A.32 (Letters and Notifications – Phase II)
8. Training.

2.2 WORKING PROCEDURES

Delivery of the PSAMS Solution under this Statement of Work is based on the following procedures:

Resources:

1. The Contractor shall assign resources who have the knowledge, adequate training, and experience to complete all the PSAMS Solution tasks timely.
2. Contractor shall collaborate and be available to meet with County resources to perform project activities to be identified in the PCD.
3. Contractor shall make necessary key resources available, by identifying alternative personnel with appropriate skills and background, even if the actual project start date or other interim project start and end dates have changed.

Data collection activities:

1. Contractor shall collaborate with County personnel who will provide data requested by Contractor necessary to complete this project,

answer questions, and provide relevant existing documentation requested by Contractor.

2. All data-collection, interviews, and workshops shall take place in person or via online collaboration tools as agreed by County and Contractor.
3. Except for meetings and workshops, to the extent that County and Contractor agree to conduct them in person, Contractor work activities will be performed at Contractor's own work locations.
4. Access to the County's Internet will be made available to Contractor staff at County designated locations for on-site project time.

Scope changes:

Any requests for additional functionalities or changes that are made by County outside of this SOW will be considered a change in scope and will be handled in accordance this Subparagraph 4.5 (Optional Work) of the Agreement, Paragraph 12 (Change to Agreement) to the Agreement, and the applicable executed Change Order.

2.3 PEOPLE RESOURCES

2.3.1 ROLES AND RESPONSIBILITIES

Roles and responsibilities of Contractor staff are as follows:

Table 1. Contractor Roles and Responsibilities

Contractor Roles	Contractor Responsibilities
Project Director (Contractor refers to this role as Executive Sponsor)	Ensure that Contractor's activities support County's project goals. Build and maintain a professional working relationship with County's executive sponsor and project team. Provide high-level oversight to the project and become involved should any issue resolution be necessary. Ensure that project deliverables are completed on time and meet County's and Contract's quality standards. Act as the primary point of contact for Contractor team. Work closely with County to ensure that Contractor is meeting its needs.

Contractor Roles	Contractor Responsibilities
Project Manager	<p>Provide day to day oversight of project activities to support effective completion of tasks required to meet project timelines.</p> <p>Adjust project workloads to ensure that project timelines are met.</p> <p>Day to day quality management activities that ensure system performance.</p> <p>Ensure appropriate personnel are available to perform tasks required as defined in the project schedule.</p> <p>Engage in first level intervention required to resolve issues, risks, or conflicts, and acts as operational liaison between County and Contractor personnel.</p> <p>Conduct project oversight activities including status reporting, project documentation, weekly and monthly meetings, and any project presentations.</p> <p>Ensure that all training activities are performed to adequately prepare PSB personnel to use the solution effectively.</p>
Implementation Consultant	<p>Completes tasks as assigned by the Contractor's project manager(s).</p> <p>Documents activities for services performed by Contractor.</p> <p>Guides Los Angeles County through software validation process following configuration.</p> <p>Assists during Go-Live process and provides support until Los Angeles County transitions to Client Success.</p> <p>Facilitates training sessions and discussions with Los Angeles County and Contractor staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.</p> <p>May provide conversion review and error resolution assistance.</p>

Contractor Roles	Contractor Responsibilities
Software Engineering: Data Engineer-Consultant	<p>Work with County project team to understand the data migration rules.</p> <p>Perform Data Migration tasks.</p> <p>Perform Data Migration testing as required.</p> <p>Set up the Data Migration environments.</p>
Product Development: Developer	<p>Perform Configuration of The PSAMS Solution.</p> <p>Perform any Customizations and Enhancements required to meet requirements set forth in Exhibit A.1 (System Requirements – Phase I) and A.2 (System Requirements – Phase II) to this SOW and other applicable exhibits to this SOW.</p> <p>Perform integration testing, system testing, and other types of testing as required.</p>
Trainer	<p>Provide training as defined in the training plan.</p> <p>Ensure that training adequately prepares PSB personnel to effectively use the solution.</p> <p>Develop any required training test material to verify that PSB personnel can effectively use the system.</p> <p>Develop training materials.</p>
Software Support: Support Manager	<p>Oversee Licensed Software support staff.</p> <p>Provide Support Services to the County on the PSAMS Solution as specified in Exhibit K (Service Level Requirements).</p> <p>Engage appropriate Contractor resources to resolve the Defects.</p>
Software Support: Support Specialist	<p>Resolve technical issues related to the PSAMS Solution.</p> <p>Respond to County inquiries and assist in analyzing and troubleshooting the Defects as required.</p> <p>Update required documentation or related information on the technical issues and Defects.</p>

2.3.2 KEY RESOURCES/PERSONNEL

Contractor shall nominate the following staff as key personnel with the required skill set for the duration of this project:

Table 2. Contractor Key Resources Skills

Contractor Role	Minimum Skills/Experience
Project Director	Must have managed at least five solution implementations for organizations of similar size and complexity. Must have effective leadership, communication, and presentation skill.
Project Manager	At least four years of experience as a project manager leading projects of significant size and complexity, Project Management Professional preferred. Excellent communications and presentation skills. Self-starter, responsible, analytical, strong verbal and writing skills.
Implementation Consultant	Experience with configuring and implementing Tyler Supervision for Pretrial Departments. Excellent communication skills. Ability to translate business roles into workflows and processes in Tyler Supervision.
Data Engineer-Consultant	Experience as a data consultant. Experience in writing complex. Structured Query Language (SQL) and Transact-SQL. Experience in Microsoft SQL Server/Oracle-MySQL, Data Migration, and Data Analysis.
Developer	Experience in developing applications. Experience in developing web services. Experience in configuration, integration, custom reports, and testing.
Trainer	Experience in providing training Experience in developing training materials.
Support Manager	Experience in managing software support specialist staff. Experience providing software support to the customers as per the service level requirements.

Contractor Role	Minimum Skills/Experience
Support Specialist	Experience in supporting customers using Tyler Supervision remotely. Ability to analyze, support, troubleshoot, and work with engineering team to resolve the defects.

County Key Resources will consist of the following roles:

Table 3. County Key Resources

Project Role	Organization Role
County Project Director	Project Director, Information Systems Bureau, Probation Department
County Project Manager	Project Manager, Information Systems Bureau, Probation Department

2.4 PROJECT DOCUMENT DELIVERY

Contractor shall provide all documentation under this SOW to the County in electronic format compatible with the County's Microsoft Office Suite standards, delivered via e-mail (unless otherwise specified by the County Project Director), including but not limited to the following:

1. Status reports
2. Project plans
3. Project control updates, in accordance with Task 3.1 (Project Management)
4. Reports
5. Training material

2.5 PROJECT DELIVERABLE REVIEW

1. For each Deliverable, Contractor and County shall agree in advance on Acceptance Criteria, which Acceptance Criteria shall be documented using Exhibit A.33 (PSAMS Deliverable Expectation Document). The Acceptance Criteria for a Deliverable shall be updated as the parties mutually agree is warranted throughout the Deliverable development process.
2. When the draft document or other Deliverable is complete the Contractor Project Director shall submit the initial release

document/Deliverable to County Project Manager and County Project Director for review and comment.

3. County Project Manager and County Project Director will be responsible for distributing copies of the initial release document or making Deliverables available for internal review.
4. The PSAMS Core Project Team is responsible for consolidating all County personnel's comments and, if applicable, providing a clearly marked version of the draft document.
5. The PSAMS Core Project Team will review and return the consolidated comments to the Contractor Project Director, within time frame agreed upon by County and Contractor.
6. Contractor shall review and evaluate the consolidated comments and respond to them in writing, within time frame agreed upon by County and Contractor.
7. All comments provided by County personnel and Contractor's recommendations will be discussed and integrated into a final version of the document/Deliverable and delivered to the PSAMS Core Project Team within time frame agreed upon by County and Contractor.
8. All Deliverables require Contractor's submission of a completed Deliverable Acceptance Form as specified in Exhibit A.24 (Deliverable Acceptance Form) and are subject to Acceptance by County in accordance with this SOW and the Agreement. County Project Director shall indicate approval or disapproval of the Deliverable, and in the case of disapproval, shall describe the corrective action required.
9. Upon completion of the Deliverable and certification by Contractor and validation by the County that the Deliverable meets the agreed-upon Acceptance Criteria, County shall approve the Deliverable. Notwithstanding the foregoing, if in the County's reasonable judgment, the Deliverable nonetheless does not comply with Specifications or otherwise will not meet the County's business requirements because the Acceptance Criteria failed to adequately address these areas, County may withhold approval of the Deliverable. In such a case, Contractor and County shall work together to understand and resolve the County's concerns regarding the Deliverable. In the event that the Contractor and County Project Managers are unable to resolve the concerns, the matter shall be resolved through the Dispute Resolution

Procedures as specified in Paragraph 23.0 (Dispute Resolution Procedure) of the Agreement.

10. The PSAMS Solution will be Accepted as defined in the Task 3.2.8 (System Acceptance with Respect to Phase I for PSAMS Solution) and Task 3.3.8 (System Acceptance with Respect to Phase II for PSAMS Solution) for Phase I and Phase II respectively.

3.0 TASKS AND DELIVERABLES

Unless otherwise specified and as applicable, all tasks, subtasks, Deliverables, and Support Services and Hosting Services as described in this SOW shall be performed by Contractor and include the following major areas of responsibility:

- **Project Management and Planning**
- **Implementation Services** – Implementation of all requirements for the PSAMS Solution as set forth in the exhibits to this SOW, Configuration, integration, Data Migration, testing, training, and all other activities described in this SOW, all in the Phases described in this SOW.
- **Support Services** – Performance of Support Services for the PSAMS Solution.
- **Hosting Services** – Performance of Hosting Services for the PSAMS Solution.

All tasks, subtasks and Deliverables in this SOW shall be completed by the date specified in the SOW or as otherwise specified and agreed to in the Project Control Document (PCD).

As detailed in Exhibit B (Pricing Schedule), all Deliverables under this Statement of Work shall be provided on a fixed-price basis, with the following exceptions:

1. All Deliverables related to Data Migration subtasks as identified below in this Statement of Work shall be provided on the basis of the applicable Hourly Rates as specified in Exhibit B, Schedule B.4 – Professional Services, with the total cost not to exceed the amount specified in Exhibit B (Pricing Schedule).
2. All Deliverables related to Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration subtasks as identified below in this Statement of Work shall be provided on the basis of the applicable Hourly Rates as specified in

Exhibit B, Schedule B.4 – Professional Services, with the total cost not to exceed the amount specified in Exhibit B (Pricing Schedule).

3.1 PROJECT MANAGEMENT

Contractor shall execute formal project planning and project management practices to ensure that delivery of all goods and Services are of high quality, are delivered as per the project schedule, and that they meet the requirements set by this Agreement.

As a part of its project planning and project management Services, Contractor shall:

1. Apply requisite technical and management skills and techniques to manage all work.
2. Assure satisfactory and timely completion of project milestones.
3. Establish a project control and reporting system to provide routine and realistic assessments of the project progress.
4. Be available to communicate and provide Services to County project personnel during the hours of 8AM and 5PM Pacific Time on Business Days.

The Contractor shall perform such tasks through Final Acceptance of Phase II of the PSAMS Solution, in accordance with the approved Project Control Document's milestones and detailed Work Plan.

SUBTASK 3.1.1 - Develop Project Control Document

Contractor shall prepare a Project Control Document (PCD) within two weeks of the Effective Date of the Agreement. The PCD shall be updated and maintained until Final Acceptance of Phase II of the PSAMS Solution. Contractor shall update the Project Control Document (PCD) to reflect the work plan for Phase II within two weeks of being given notice to proceed with Phase II by the County. The PCD shall include, without limitation, the following elements:

1. **Introduction** – Summarizes the PCD and provides a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort, and how Contractor will contribute to meet County's operational objectives.
2. **System description** – A brief statement describing the basic functionality and related components of the PSAMS Solution.

3. **Project scope** – Describes the overall scope and Deliverables of the project. Acts as a confirmation of project scope, phasing, training, and implementation objectives.
4. **Project approach** – Describes Contractor's overall approach to performing and providing all tasks, subtasks, Deliverables, and overall PSAMS Solution.
5. **Project organization, roles, and responsibilities** – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the PSAMS Core Project Team, Contractor's Key Staff, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.
6. **Project staffing and resource management Plan** – Contractor shall include as part of the project staffing and resource management plan a listing of the estimated number of onsite and offsite hours each project team member will spend on the project.
7. **Key assumptions** – Contractor shall include key assumptions used to develop the project approach and project staffing and resource management plan. Contractor shall list all relevant assumptions made in the development of the Project Schedule/Detailed Work Plan.
8. **Project Schedule/Detailed Work Plan** – Contractor shall provide a project schedule developed in a County-approved version of Microsoft Project, in conjunction with the work breakdown structure, a detailed narrative description of project tasks and subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks.
9. **Deliverables list** – In sequential order or numbered, a list of the Deliverables to be produced for each task and subtask, including a paragraph description of each.
10. **Milestone chart** – A list of key project milestones, including Deliverables, the target completion date and action completion date that is consistent with the Project Schedule/Detailed Work Plan.
11. **Communication Plan** – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks (e.g., status meetings, etc.), and the date and time of such tasks and subtasks.

12. **Testing approach** – A description of the quality assurance and quality control methodology and practices, and the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
13. **Training approach** – A description of the training materials and methods, including the schedule of the training for each of the user roles along with the training evaluation.
14. **Risk management** – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
15. **Issue escalation and dispute resolution procedures** – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for issue escalation, decision-making and conflict resolution, all consistent with the relevant Agreement provisions.
16. **Project change management** – A description of Contractor's existing methodology and change control process to propose, analyze, approve, and implement any changes to the project scope, schedule, and Deliverables, consistent with the relevant Agreement provisions.
17. **Deliverable Review Process** - Contractor shall specify the planned review cycle for each Deliverable in the PCD.

DELIVERABLE 3.1.1.1: Initial Project Control Document as specified in Subtask 3.1.1.

DELIVERABLE 3.1.1.2: Updates to the Project Control Document through Final Acceptance with respect to Phase II to reflect the progress of the project as specified in Subtask 3.1.1.

SUBTASK 3.1.2 - Provide Ongoing Project Management

To manage project activities and resources and to track project status and issues, Contractor shall:

1. Attend weekly project meetings with key project personnel. With the approval of the County Project Manager, meetings may be conducted by teleconference or online collaboration tools.
2. Prepare and provide weekly project status reports to the County Project Director. Project status reports shall include the following:

- a. Summary – highlighting key accomplishments and issues
- b. Tasks completed
- c. Tasks delayed
- d. Upcoming tasks
- e. Risks and issues
- f. Action items
- g. Key decisions
- h. Deliverable status
- i. Regarding Deliverables that are billed on a not-to-exceed basis as specified in this Statement of Work and Exhibit B (Pricing Schedule), for each project status report applicable to the period in which Contractor has expended the total hours of effort on such Deliverables as outlined in this section below, Contractor shall additionally include a progress report on such Deliverables. Each progress report shall detail the hours spent by Contractor personnel on efforts for each of these Deliverables as permitted by this Statement of Work and the accomplishments and progress made toward completing them. A signed Acceptance Certificate for the applicable project status report is required in order for Contractor invoice for the applicable payment point for these Deliverables as specified in Exhibit B (Pricing Schedule).
 - 1. Deliverables related to Data Migration: (A) 350 total hours of effort, (B) 700 total hours of effort, (C) 1,150 total hours of effort, (D) 1,600 total hours of effort, and (E) upon completion of Deliverable 3.3.4.2 for Data Migration for Phase II, for a cumulative maximum of 2,100 hours for Data Migration.
 - 2. Deliverables related to Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration: (A) 570 total hours of effort, (B) 1,140 total hours of effort, (C) 1,710 total hours of effort, (D) 2,280 total hours of effort, and (E) upon completion of Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II, for a cumulative maximum of 2,850 hours for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration.

3. Attend project meetings with key project personnel through Final Acceptance for Phase II of the PSAMS Solution weekly, or as otherwise agreed by Contractor and County. With the approval of the County Project Manager, meetings may be conducted by teleconference or online collaboration tools.
4. Provide meeting minutes within one (1) day of the meeting, including a list of action items and a list of decisions made.
5. Attend meetings every other week with County Project Director until Final Acceptance for Phase II of the PSAMS Solution to include a review of recent project accomplishments, issues, risks, next steps, and any delayed tasks/Deliverables. Within 1 day of the meeting, provide meeting notes, including a list of action items and a list of decisions made.

DELIVERABLE 3.1.2.1: Weekly Project Status Reports as specified in Subtask 3.1.2.

DELIVERABLE 3.1.2.2: Weekly Project Meeting Minutes as specified in Subtask 3.1.2.

DELIVERABLE 3.1.2.3: Every Other Week County Project Director Meeting Minutes as specified in Subtask 3.1.2.

3.2 PHASE I - IMPLEMENTATION OF SOFTWARE AND TRAINING SERVICES FOR SPECIFIED PROGRAMS AND PRETRIAL FUNCTIONS

This section describes the tasks, subtasks, Deliverables, Implementation Services, and other work to be performed by Contractor for the PSAMS Solution Phase I.

3.2.1 REQUIREMENTS ELABORATION AND DESIGN SPECIFICATION – PHASE I

SUBTASK 3.2.1.1 – Requirements Elaboration

At the onset of the project, the Contractor shall conduct an agreed-upon number of training sessions for County project team members to provide a high-level system overview and prepare project team members for the requirements elaboration sessions. Contractor shall then conduct requirements elaboration sessions to review and confirm the requirements set forth in Exhibit A.1 (System Requirements – Phase I) and other applicable exhibits to this SOW to this SOW and elaborate additional detail as necessary to develop design specifications for Configuration and implementation of the PSAMS Solution for Phase I.

DELIVERABLE 3.2.1.1.1: An agreed upon number of training sessions to provide a high-level system overview and prepare project team members for requirements elaboration sessions as described in Subtask 3.2.1.1.

DELIVERABLE 3.2.1.1.2: Updated requirements document based on the requirements elaboration sessions. Upon Acceptance of this Deliverable, the updated requirements document, Exhibit A.1 (System Requirements – Phase I) to this SOW shall be automatically deemed to be updated to include the Accepted updated requirements document.

SUBTASK 3.2.1.2 – Requirements Traceability Matrix

Contractor shall provide a Requirements Traceability Matrix to establish all requirements are fully addressed throughout the systems development lifecycle, to include, without limitation, all system design, development, configuration, testing, and implementation activities.

DELIVERABLE 3.2.1.2: Requirements Traceability Matrix as specified in Subtask 3.2.1.2.

3.2.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE I

The following subtasks pertain to system provisioning, configuration, and reporting for Phase I of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.2.4 – Custom Development, 3.2.2.5 – Letters and Notifications, 3.2.2.6 – Court Report Forms, and 3.2.2.7 – Reports, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.2.2.1 – System Provisioning and Infrastructure Configuration

The Contractor shall install, set up, and Configure the PSAMS Solution and all necessary infrastructure components to provide the Production, QA, and Dev Hosted Environments according to the Accepted design specifications document and Exhibit A.1 (System Requirements – Phase I) to this SOW. The provisioned Hosted Environments shall be hosted in a secure location within the continental United States on Amazon's AWS GovCloud (US).

Contractor shall document all PSAMS Solution and Hosted Environments that were provisioned, including server IP addresses, server ports, and URLs. Contractor shall provision Hosted Environments designed for scalability to respond automatically to load changes.

DELIVERABLE 3.2.2.1: Contractor shall demonstrate that the Hosted Environments have been provisioned and document all PSAMS Solution and Hosted Environments as specified in Subtask 3.2.2.1.

SUBTASK 3.2.2.2 – User Setup and Security

The Contractor shall provide secured access to the PSAMS Solution by delegating authentication and authorization to the County's Azure Active Directory (Azure AD). Contractor shall work with County to identify and document the tenant Configuration data necessary to enable Azure AD integration for each of the provisioned Hosted Environments.

The Contractor shall work with County to elaborate and document the requirements for role-based access to the PSAMS Solution for each of the provisioned Hosted Environments. The roles shall be mapped to the appropriate County User roles, as determined in the requirement elaboration sessions. Please refer to Exhibit A.23 (ORMS Profiles) to this SOW for the existing roles.

The Contractor shall Configure User accounts and User roles, establish system access, and enable system log-in and User auditing for each of the provisioned Hosted Environments.

DELIVERABLE 3.2.2.2.1: County Azure AD Configuration for each of the provisioned Hosted Environments as specified in Subtask 3.2.2.2.

DELIVERABLE 3.2.2.2.2: County's role-based User account access Configuration requirements gathered and documented for each of the provisioned Hosting Environments as specified in Subtask 3.2.2.2. Upon Acceptance the documented requirements automatically become part of the Specifications.

DELIVERABLE 3.2.2.2.3: Role-based User account access Configured per gathered and documented requirements for each of the provisioned Hosted Environments as specified in Subtask 3.2.2.2.

SUBTASK 3.2.2.3 – Collaborative System Configuration

Configuration of the Licensed Software is an iterative process over the course of implementation similar to an agile sprint process.

Configuration occurs through Contractor startup packet, Data Migration, and recurring sprint meetings, as described below.

At the beginning work on this subtask, the Contractor will provide the County with a startup packet, which collects most of the base Configuration settings. The County will complete the startup packet with expert assistance and guidance from the Contractor as needed. Upon receiving the completed startup packet the Contractor will apply the Configurations and review the changes with the County for approval.

The Contractor will work with the County to configure the Licensed Software as data are converted. Before data can be inserted into the database the Licensed Software needs to be Configured to support the data. The Contractor implementation team will work with the County to gather the Configuration settings. The County will be able to review and test the Configuration and Contractor will make any required changes during the recurring sprint meetings.

Contractor and County will collaborate on Configuration of the Licensed Software until they agree that the Licensed Software is fully and appropriately Configured to support Production Use.

DELIVERABLE 3.2.2.3: Contractor shall certify in writing that the Licensed Software is fully and appropriately Configured to support Production Use.

SUBTASK 3.2.2.4 – Custom Development

Contractor shall design, develop, and deliver features and functionality improvements (Enhancements) to the Licensed Software to meet the County's requirements as specified in Exhibit A.1 (System Requirements – Phase I) and otherwise in Specifications.

Contractor shall review the requirements with the County to confirm a mutual understanding of the requirements. Contractor shall then propose a design for the Enhancements to meet the County's requirements. Contractor shall document the design with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution. Upon agreement by the County that the proposed design meets the County's requirements, Contractor shall undertake development of the Enhancements. Contractor and County shall test the Enhancements and correct any software errors in accordance with Section 3.2.5 (System Testing and Defect Resolution) of this Exhibit.

DELIVERABLE 3.2.2.4.1: Contractor shall provide design documents with descriptions of the planned Enhancements, which may include,

without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution, all as described in Subtask 3.2.2.4.

DELIVERABLE 3.2.2.4.2: The Contractor shall demonstrate that the PSAMS Solution with respect to the Enhancements developed pursuant to Subtask 3.2.2.4 is working according to the Specifications, including, without limitation, as specified in Exhibit A.1 (System Requirements – Phase I).

SUBTASK 3.2.2.5 – Letters and Notifications

Contractor shall provide the ability to generate letters and notifications as specified in Exhibit A.30 (Letters and Notifications– Phase I).

DELIVERABLE 3.2.2.5: Demonstration of the PSAMS Solution’s ability to generate the letters and notifications as specified in Subtask 3.2.2.5.

SUBTASK 3.2.2.6 – Court Report Forms

Contractor shall produce six (6) court report forms as specified in Exhibit A.29 (Court Report Forms – Phase I) for this subtask. Additional court reports, if required by the County, will be provided as Optional Work under and in accordance with the Agreement. The County will provide templates for the reports in Microsoft Word .docx format.

DELIVERABLE 3.2.2.6: Demonstration of court reports as specified in Subtask 3.2.2.6.

SUBTASK 3.2.2.7 – Reports

Contractor shall provide all data reports required to satisfy the requirements specified in Exhibit A.1 (System Requirements – Phase I).

DELIVERABLE 3.2.2.7: Demonstration of reports as specified in Subtask 3.2.2.7.

SUBTASK 3.2.2.8 – Updated Requirements Traceability Matrix

Contractor shall update the Requirements Traceability Matrix to demonstrate that all system requirements are addressed through Deliverables under this section 3.2.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE I.

DELIVERABLE 3.2.2.8: Updated Requirements Traceability Matrix as specified in Subtask 3.2.2.8

3.2.3 DATA MIGRATION – PHASE I

The following subtasks pertain to Data Migration for Phase I of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.3.1 – Data Migration Plan for Phase I, and 3.2.3.2 – Data Migration and Validation for Phase I, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.2.3.1 – Data Migration Plan – Phase I

In a series of agile sprint meetings, the County will work with the Contractor on mapping fields, mapping lookup table values, and approving the converted data.

The Contractor will manage the conversion using their proprietary data conversion tool. All field mappings, lookup table mappings, and conversion settings will be managed and stored by the Contractor in this tool.

Contractor shall provide a Data Migration Plan that will describe how the Contractor will manage the process of Data Migration for PPT+ as specified in Exhibits A.1 (System Requirements – Phase I), A.20 (PSAMS Data Elements), and A.21 (Tables for Migration – Phase I) and as identified in the requirements elaboration session resulting in Deliverable 3.2.1.1.2.

The Data Migration Plan shall address the following:

1. All data sources and data targets.
2. How data anomalies and errors will be handled.
3. A schedule of activities to complete the migration effort, including the resources required.
4. How data will be migrated to the production environment.

DELIVERABLE 3.2.3.1: Data Migration Plan as specified in Subtask 3.2.3.1.

SUBTASK 3.2.3.2 – Data Migration and Validation for Phase I

Contractor will be responsible for converting all data required from the systems as specified in Deliverable 3.2.4.1 (Data Migration Plan).

Contractor will provide the tools and methodology for converting the data. County will assist Contractor in understanding the data in the source systems and provide data extracts 3 times from the source systems in a Microsoft SQL Server file format onto an AWS location provided by the Contractor as specified in Deliverable 3.2.3.1 (Data Migration Plan).

Contractor will perform any necessary data conversions and import the data into the PSAMS Solution. Contractor will verify the converted data in the PSAMS Solution and correct any errors in importing the data.

DELIVERABLE 3.2.3.2: Contractor shall demonstrate the County Data with respect to Phase I properly imported into the PSAMS Solution, including demonstrating correction of any errors in importing the data.

3.2.4 DISASTER RECOVERY PLANNING

SUBTASK 3.2.4.1 – Disaster Recovery Plan

Contractor shall document its system redundancy, failover, and recovery capabilities for the PSAMS Solution production deployment. Contractor shall update the Disaster Recovery Plan as required whenever there are changes to the PSAMS Solution. The Disaster Recovery Plan shall include the following, in accordance with Exhibit A.1 (System Requirements – Phase I), Exhibit J (Information Security and Privacy Requirements Exhibit), and Exhibit K (Service Level Requirements).

1. Strategy for redundancy, back-up, and recovery of computing resources, software, data, and network.
2. Architecture for failover of hardware, software, data, and network, including the performance characteristics of the backup site and how Contractor shall measure and test the backup site's ability to meet availability and recovery requirements.
3. Back-up and recovery procedures.
4. Communications protocols and procedures for restoring services in the event of a disaster, including responsibilities of Contractor, Subcontractors, and County.
5. Disaster recovery testing procedures and schedule for testing disaster recovery at least annually.

DELIVERABLE 3.2.4.1.1: Initial Disaster Recovery Plan as specified in Subtask 3.2.4.1.

DELIVERABLE 3.2.4.1.2: Updates to the Disaster Recovery Plan as specified in Subtask 3.2.4.1.

3.2.5 SYSTEM TESTING AND DEFECT RESOLUTION – PHASE I

SUBTASK 3.2.5.1 – Contractor System Testing

Contractor shall thoroughly test the Licensed Software to ensure that the Licensed Software is of high quality and performs in accordance with the Specifications when operated on the Hosted Environment. Prior to providing the system to the County for User Acceptance Testing, Contractor shall resolve all failures to perform in accordance with the Specifications and other software errors revealed during its testing.

Contractor shall update the Requirements Traceability Matrix demonstrating that testing has fully covered the requirements.

DELIVERABLE 3.2.5.1.1: Certification that Contractor has conducted system testing and resolved failures to perform in accordance with the Specifications and other all software errors revealed during its testing as specified in Subtask 3.2.5.1.

DELIVERABLE 3.2.5.1.2: Updated Requirements Traceability Matrix as specified in Subtask 3.2.5.1.

SUBTASK 3.2.5.2 – Support User Acceptance Test

Contractor shall provide assistance and support to the PSAMS Core Team and County subject matter experts designated to conduct the User Acceptance Testing. Assistance shall be provided onsite or as otherwise agreed to by County and Contractor.

1. Contractor shall assist County-designated Users in performing the tests with Contractor's assistance using the testing environment.
2. Contractor shall populate the system with data in the testing environment, using data from the County's current systems. The test environment shall be provisioned with Users for testing, and all data and configurations required to perform the UAT. In the event that there are no County data available to populate some features or fields of the system, the County will provide the data for this purpose by entering the data or as otherwise agreed by the parties.
3. During UAT, Contractor shall correct software errors identified by the County and shall collaborate with the County to correct any deviations from Specification that can be resolved through system configuration.

4. Upon correction of all software errors and deviations from Specifications, County shall perform a complete cycle of UAT to validate that the PSAMS Solution is operating in accordance with Specifications.
5. Upon County's successful completion of UAT, Contractor shall certify in writing that the User Acceptance Test has been completed successfully, the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation.

DELIVERABLE 3.2.5.2.1: Testing environment populated with data as specified in Subtask 3.2.5.2.

DELIVERABLE 3.2.5.2.2: Certification that the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation, as specified in Subtask 3.2.5.2.

3.2.6 TRAINING AND DOCUMENTATION – PHASE I

Contractor shall prepare and implement a comprehensive training program, including, but not limited to, any necessary role-specific training materials for the utilization of the PSAMS Solution including the functionality appropriate for the role in County (Pretrial) operations.

Contractor shall provide training materials to support training requirements. Contractor shall coordinate the delivery of comprehensive training to all County staff as identified in the Training Plan.

SUBTASK 3.2.6.1 – Develop Training Plan

Contractor, in coordination with the County, shall develop a detailed Training Plan that includes the curriculum and methods of training delivery for various levels of Department staff on the use of the PSAMS Solution. The plan shall detail training by role and include, but not be limited to the following:

1. Contractor shall train a designated group of County staff on PSAMS Solution to effectively operate and utilize the PSAMS Solution based on below roles:
 - a. Training Academy Staff: Up to 20 individuals together who can train other Pretrial Services staff on the PSAMS Solution functionality.

- b. System Administrators: Up to 10 individuals who can Configure, build workflows, Configure court report forms, and edit look-up values.
 - c. Probation IT Service Desk: Up to 20 individuals to be trained on Contractor's support process and who will do the first line of support for Users.
 - d. Query writers: Up to 10 individuals who can be trained on Contractor's data schema and direct access to the shadow database using the County's reporting and business intelligence tools, with such training not to exceed 40 hours.
- 2. Contractor shall provide adequate number of proficient personnel to effectively deliver training.
 - 3. Contractor shall develop and provide all required training materials to effectively train Department staff by role and responsibility, including technical staff.
 - 4. Contractor shall work with Department staff to develop the Training Plan.

DELIVERABLE 3.2.6.1: Training Plan as specified in Subtask 3.2.6.1.

SUBTASK 3.2.6.2 – Provide Training Course Schedule

Contractor shall submit a training course schedule, that includes but is not limited to the dates, times, locations, trainer information and type of training (classroom, coaching, training for trainers, etc.) to County for review and acceptance.

DELIVERABLE 3.2.6.2: Training Course Schedule as specified in Subtask 3.2.6.2.

SUBTASK 3.2.6.3 – Provide Training Materials and Training Environment

Contractor shall configure the QA environment to support User training and shall provide all training materials electronically. Those materials shall become the property of County and may be modified and duplicated as needed by County.

DELIVERABLE 3.2.6.3: Training materials and training environment as specified in Subtask 3.2.6.3.

SUBTASK 3.2.6.4 – Prepare and Conduct Training

1. Contractor shall deliver training and training materials consistent with classes described in County approved Training Plan in accordance with Subtask 3.2.6.1.
2. Contractor shall ensure that the training environment is populated with adequate data to make training effective.
3. Contractor shall deliver training for all identified Department staff consistent with in the classes described in the County-approved Training Plan and certify in writing that all training as described in the Training Plan has been successfully completed. This shall be completed prior to the Task 3.2.7 (Implementation – Transition to Production -Phase I). Contractor shall utilize the training environment established in Subtask 3.2.2.1 (System Provisioning) and training support documentation developed in Subtask 3.2.6.3 (Provide Training Materials and Training Environment).
4. Contractor shall provide a report on the progress of training activities on a weekly basis, by date, location, and role, that includes the following:
 - a. An updated training schedule that outlines the next thirty days of training activities
 - b. Any issues or risks identified by the Contractor that may impact the training schedule
 - c. Train the trainer classes to certify Department staff to deliver the PSAMS Solution training.

As part of the training, Contractor shall provide the designated County groups with working knowledge of the PSAMS Solution software capabilities.

DELIVERABLE 3.2.6.4.1: Conduct all training services for Users as specified in Subtask 3.2.6.4

DELIVERABLE 3.2.6.4.2: Report on progress of training activities as specified in Subtask 3.2.6.4.

3.2.7 IMPLEMENTATION – TRANSITION TO PRODUCTION – PHASE I

This task will be considered complete only when all tasks except Task 3.2.8 (System Acceptance with Respect to Phase I for PSAMS Solution) have been completed and approved by County. Contractor shall conduct the implementation in accordance with the Go-Live Plan and PCD.

SUBTASK 3.2.7.1 – Go-Live-Plan

Contractor shall create a clear and detailed plan (Go-Live-Plan) to implement the PSAMS Solution to the production environment. Contractor shall review and revise the tasks and time frames in the Go-Live-Plan, as necessary, throughout the transition to production process.

The Go-Live-Plan shall include the following elements:

1. Departmental and other County resource requirements.
2. Implementation tasks to be performed by each Contractor and County.
3. Implementation schedule.

DELIVERABLE 3.2.7.1: Go-Live-Plan as described in Subtask 3.2.7.1.

SUBTASK 3.2.7.2 – Prepare Production Environment

The Contractor in coordination with the County shall prepare the Hosted Environment to be used for Production Use (Production Environment). Contractor shall provide appropriate staff for installing, testing, and populating the Production Environment. Contractor shall ensure availability of the Production Environment, including production server environment, networking and end user hardware and software. Contractor shall provide secured access to the PSAMS Solution for Production Use by delegating authentication and authorization to the County's Azure Active Directory (Azure AD). Contractor shall work with County to identify and document the tenant Configuration data necessary to enable Azure AD integration for Production Environment.

The Contractor shall support the County staff in setting up the profiles, security adding Azure AD users to the PSAMS Solution, and testing the user accounts to ensure security and access as specified.

The Contractor shall Configure User accounts, User roles, establish system access and enable system log-in and User auditing for Production Environment.

DELIVERABLE 3.2.7.2: Prepared Production Environment as specified in Subtask 3.2.7.2.

SUBTASK 3.2.7.3 – PSAMS Solution Implementation

This implementation of the PSAMS Solution in the Production Environment serves as the primary validation of the PSAMS Solution and ensures the PSAMS Solution can meet Specifications. During the

implementation period and until Final Acceptance of Phase I of the PSAMS Solution, Contractor shall resolve all issues/Defects identified in accordance with Specifications. Contractor shall provide technical assistance with the option of on-site support at the designated sites during the implementation.

DELIVERABLE 3.2.7.3: Conduct implementation of the PSAMS Solution in the Production Environment according to the Go-Live Plan and provide County with a report certifying the progress and completion of the associated work as specified in Subtask 3.2.7.3.

3.2.8 SYSTEM ACCEPTANCE WITH RESPECT TO PHASE I FOR PSAMS SOLUTION

The PSAMS Solution for Phase I in its entirety, as installed and configured, will be Accepted by County if, and only if, the PSAMS Solution operates in the Production Environment for a period of sixty days continuously without Defects of Priority Level 1 or 2, as provided in Exhibit K (Service Level Requirements) to the Agreement.

SUBTASK 3.2.8.1 – Achieve Final Acceptance with Respect to Phase I

The PSAMS Solution shall achieve Final Acceptance with respect to Phase I after the PSAMS Solution has achieved Production Use for sixty (60) consecutive days without Defects of Priority Level 1 or 2 as specified in Exhibit K (Service Level Requirements) to the Agreement.

DELIVERABLE 3.2.8.1: Contractor shall certify in writing that the Documentation certifying that the PSAMS Solution for Phase I in Production Environment has successfully and continuously operated without Defects of Priority Level 1 or 2 during the continuous 60-day period as specified in Subtask 3.2.8.1.

3.3 PHASE II – IMPLEMENTATION OF SOFTWARE, INTEGRATION, AND TRAINING SERVICES FOR SPECIFIED PROGRAMS AND PRETRIAL FUNCTIONS

This section describes the tasks, subtasks, Deliverables, Implementation Services, and other work to be performed by Contractor for the PSAMS Solution Phase II.

3.3.1 REQUIREMENTS ELABORATION AND DESIGN SPECIFICATION – PHASE II

SUBTASK 3.3.1.1 – Requirements Elaboration

The Contractor shall conduct an agreed-upon number of training sessions for County project team members to provide a high-level

system overview and prepare project team members for the requirements elaboration sessions required for Phase II. Contractor shall then conduct requirements elaboration sessions to review and confirm the requirements set forth in Exhibit A.2 (System Requirements – Phase II) and other applicable exhibits to this SOW and elaborate additional detail as necessary to develop design specifications for Configuration and implementation of the PSAMS Solution for Phase II.

DELIVERABLE 3.3.1.1.1: An agreed upon number of training sessions to provide a high-level system overview and prepare project team members for requirements elaboration sessions as described in Subtask 3.3.1.1.

DELIVERABLE 3.3.1.1.2: Updated requirements document based on the requirements elaboration sessions. Upon Acceptance of this Deliverable, the updated requirements document, Exhibit A.2 (System Requirements -Phase II) to this SOW shall be automatically deemed to be updated to include the Accepted updated requirements document.

SUBTASK 3.3.1.2 – Requirements Traceability Matrix

Contractor shall provide a Requirements Traceability Matrix to establish all requirements are fully addressed throughout the systems development lifecycle, to include, without limitation, all system design, development, configuration, testing, and implementation activities.

DELIVERABLE 3.3.1.2: Requirements Traceability Matrix as specified in Subtask 3.3.1.2.

3.3.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE II

The following subtasks pertain to system provisioning, configuration, and reporting for Phase II of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.2.4 – Custom Development, 3.2.2.5 – Letters and Notifications, 3.2.2.6 – Court Report Forms, and 3.2.2.7 – Reports (together with all Deliverables under Subtask 3.3.3 – System Integration – Phase II), Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.2.1 – System Provisioning and Infrastructure Configuration

The Contractor shall install, set up, and Configure the PSAMS Solution for Phase II and all necessary infrastructure components to provide the Production, QA, and Dev Hosted Environments according to the Accepted design specifications document and Exhibit A.2 (System Requirements – Phase II) to this SOW. The provisioned Hosted Environments shall be hosted in a secure location within the continental United States on Amazon's AWS GovCloud (US).

Contractor shall document all PSAMS Solution and Hosted Environments that were provisioned, including, server IP addresses, server ports, and URLs.

Contractor shall provision Hosted Environments designed for scalability to respond automatically to load changes.

DELIVERABLE 3.3.2.1: Contractor shall demonstrate that the Hosted Environments have been provisioned and document all PSAMS Solution and Hosted Environments as specified in Subtask 3.3.2.1.

SUBTASK 3.3.2.2 – User Setup and Security

The Contractor shall work with County to elaborate and document the requirements for role-based access to the PSAMS Solution for each of the provisioned Hosted Environments to support Phase I and Phase II functionality, including any updates required to roles established in Phase I. The roles shall be mapped to the appropriate County User roles, as determined in the requirement elaboration sessions. Please refer to Exhibit A.23 (ORMS Profiles) to this SOW for the existing roles.

The Contractor shall Configure User accounts and User roles, establish system access, and enable system log-in and User auditing for each of the provisioned Hosted Environments.

DELIVERABLE 3.3.2.2.1: County Azure AD Configuration for each of the provisioned Hosted Environments as specified in Subtask 3.3.2.2.

DELIVERABLE 3.3.2.2.2: County's role-based User account access Configuration requirements gathered and documented for each of the provisioned Hosting Environments as specified in Subtask 3.3.2.2. Upon Acceptance the documented requirements automatically become part of the Specifications.

DELIVERABLE 3.3.2.2.3: Role-based User account access Configured per gathered and documented requirements for each of the provisioned Hosted Environments as specified in Subtask 3.3.2.2.

SUBTASK 3.3.2.3 – Collaborative System Configuration

Configuration of the Licensed Software is an iterative process over the course of implementation similar to an agile sprint process. Configuration occurs through our startup packet, Data Migration, and recurring sprint meetings, as described below.

At the beginning of the work on this subtask the Contractor will provide the County with a startup packet, which collects most of the base configuration settings. The County will complete the startup packet with expert assistance and guidance from the Contractor as needed. Upon receiving the completed startup packet the Contractor will apply the Configurations and review the changes with the County for approval.

The Contractor will work with the County to configure the Licensed Software as data are converted. Before data can be inserted into the database the PSAMS Solution needs to be configured to support the data. The Contractor implementation team will work with the County to gather the Configuration settings. The County will be able to review and test the Configuration and Contractor will make any required changes during the recurring sprint meetings.

Contractor and County collaborate on Configuration of the Licensed Software until they agree that the PSAMS Solution is fully and appropriately Configured to support Production Use.

DELIVERABLE 3.3.2.3: Contractor shall certify in writing that the PSAMS Solution is fully and appropriately Configured to support Production Use.

SUBTASK 3.3.2.4 – Custom Development

Contractor shall design, develop, and deliver features and functionality improvements (Enhancements) to the Licensed Software to meet the County's requirements as specified in Exhibit A.2 (System Requirements – Phase II) and otherwise in Specifications.

Contractor shall review the requirements with the County to confirm a mutual understanding of the requirements. Contractor shall then propose a design for the Enhancements to meet the County's requirements. Contractor shall document the design with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution. Upon agreement by the County that the proposed design meets the County's requirements, Contractor shall undertake development of the Enhancements. Contractor and County shall test

the Enhancements and correct any software errors in accordance with Section 3.3.6 (System Testing and Defect Resolution) of this Exhibit.

DELIVERABLE 3.3.2.4.1: Contractor shall provide design documents with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution, all as described in Subtask 3.3.2.4.

DELIVERABLE 3.3.2.4.2: The Contractor shall demonstrate that the PSAMS Solution with respect to the Enhancements developed pursuant to Subtask 3.3.2.4 is working according to the Specifications, including, without limitation, as specified in Exhibit A.2 (System Requirements – Phase II).

SUBTASK 3.3.2.5 – Letters and Notifications

Contractor shall provide the ability to generate letters and notifications as specified in Exhibit A.32 (Letters and Notifications – Phase II).

DELIVERABLE 3.3.2.5: Demonstration of the PSAMS Solution's ability to generate the letters and notifications as specified in Subtask 3.3.2.5.

SUBTASK 3.3.2.6 – Court Report Forms

Contractor shall produce two (2) court reports, each of which shall support multiple versions as specified in Exhibit A.31 (Court Report Forms – Phase II) for this task. Additional court reports, if required by the County, will be provided as Optional Work under and in accordance with the Agreement. The County will provide templates for the reports in Microsoft Word .docx format.

DELIVERABLE 3.3.2.6: Demonstration of court reports as specified in Subtask 3.3.2.6.

SUBTASK 3.3.2.7 – Reports

Contractor shall provide all data reports required to satisfy the requirements specified in Exhibit A.2 (System Requirements – Phase II).

DELIVERABLE 3.3.2.7: Demonstration of reports as specified in Subtask 3.3.2.7.

SUBTASK 3.3.2.8 – Updated Requirements Traceability Matrix

Contractor shall update the Requirements Traceability Matrix to demonstrate that all system requirements are addressed through deliverables under this section 3.3.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – Phase II.

DELIVERABLE 3.3.2.8: Updated Requirements Traceability Matrix as specified in Subtask 3.3.2.8

3.3.3 SYSTEM INTEGRATION – PHASE II

The goal of integration of the Licensed Software with LASD and the County CJIS Charge Code Table is to enhance the processing of Pretrial Services assessments within County's operations. Contractor is responsible for development of all Interfaces and performance of all other integration work on the Licensed Software to enable the data exchange necessary with LASD and the CJIS Charge Code Table.

Regarding all Deliverables under Subtask 3.3.3 – System Integration – Phase II (together with all Deliverables under Subtasks 3.3.2.4 – Custom Development, 3.3.2.5 – Letters and Notifications, 3.3.2.6 – Court Report Forms, and 3.3.2.7 – Reports), Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.3.1 – Develop Integration and Data Exchange Plan

To expedite the delivery and implementation of the PSAMS Solution, integration will occur as follows:

1. Required integration of the Licensed Software with LASD and CJIS Charge Code Table includes:
 - a. Transfer of LASD data exchange elements for active clientele via the Client Lookup by Identifier Web Service detailed in Exhibit A.18 (LASD Integration Requirements), and in Exhibit A.2 (System Requirements – Phase II) to this SOW.
 - b. Regular updates of the charge code tables in the PSAMS Solutions to reflect the County's CJIS Charge Code Table as it is updated from time to time by the County as specified in Exhibit A.19 (CJIS – Charge Code Data Integration Requirements) and Exhibit A.2 (System Requirements – Phase II).
2. Contractor shall develop an Integration and Data Exchange Plan that includes but is not limited to:

- a. Schedule for building Interfaces, integration, and data exchange capabilities
- b. Identification of resources needed and responsibilities
- c. Identification of mechanisms to secure sensitive data
- d. Method for dealing with future integrations
- e. Plan to establish web services required for integration

DELIVERABLE 3.3.3.1: Integration and Data Exchange Plan as defined in Subtask 3.3.3.1. Upon Acceptance the integration and data exchange plan automatically become part of the Specifications.

SUBTASK 3.3.3.2 – Develop Integration Solution Design Document

Contractor shall develop the Integration Solution Design Document according to the Accepted Integration and Data Exchange Plan, including network topology diagrams for the interface solutions, mapping of data elements, and sequence diagrams illustrating how the different parts of the systems interact with each other to carry out the Interfaces.

DELIVERABLE 3.3.3.2: Integration Solution Design Document as defined in Subtask 3.3.3.2. Upon Acceptance the Integration Solution Design Document automatically become part of the Specifications.

SUBTASK 3.3.3.3 – Build Integration and Data Exchange

Contractor shall build the Interfaces and other elements of integration and data exchanges in accordance with Integration Solution Design Document under Deliverable 3.3.3.2.

Contractor shall thoroughly test integrations to confirm that the integrations work as expected and the business logic, security, and data layers shall perform in accordance with the Integration Solution Design Document under Deliverable 3.3.3.2. Contractor shall document each component developed.

DELIVERABLE 3.3.3.3.1: Demonstration of Interfaces and other elements of integrations and data exchanges in accordance with the Integration Solution Design Document as defined in Subtask 3.3.3.2.

DELIVERABLE 3.3.3.3.2: Certification that the Interfaces and other elements of integrations and data exchanges have been thoroughly

tested and found to operate in accordance with the Integration Solution Design Document as defined in Subtask 3.3.3.2.

SUBTASK 3.3.3.4 – Updated Requirements Traceability Matrix

Contractor shall update Requirements Traceability Matrix to demonstrate that all system requirements are addressed through deliverables under this section 3.3.3, System Integration – Phase II.

DELIVERABLE 3.3.3.4: Updated Requirements Traceability Matrix as specified in Subtask 3.3.3.4.

3.3.4 DATA MIGRATION – PHASE II

The following subtasks pertain to Data Migration for Phase II of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.3.4.1 – Data Migration Plan for Phase II, and 3.3.4.2 – Data Migration and Validation for Phase II, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.4.1 – Data Migration Plan for Phase II

In a series of agile sprint meetings, the County will work with the Contractor on mapping fields, mapping look up table values, and approving the converted data.

The Contractor will manage the conversion using their proprietary data conversion tool. All field mappings, lookup table mappings, and conversion settings will be managed and stored by the Contractor in this tool.

Contractor shall provide an updated Data Migration Plan for Phase II that will describe how the Contractor will manage the process of Data Migration for ORMS and PSCR, as specified in Exhibits A.2 (System Requirements – Phase II), A.20 (PSAMS DB Elements), and A.22 (Tables for Migration – Phase II) and as identified in the requirements elaboration session resulting in Deliverable 3.3.2.1. The updated Data Migration Plan shall address the following:

1. All data sources and data targets.
2. How data anomalies and errors will be handled.

3. A schedule of activities to complete the migration effort, including the resources required.
4. How data will be migrated to production environment.
5. Matching on CII number and FBI number as the primary matching key and alternative matching key, respectively.
6. Identifying data collisions where data elements on matched records have different values and providing a methodology to store alternate values or resolve them.

DELIVERABLE 3.3.4.1: Data Migration Plan as specified in Subtask 3.3.4.1.

SUBTASK 3.3.4.2 – Data Migration and Validation for Phase II

Contractor will be responsible for converting all data required from the systems as specified in Deliverable 3.3.5.1 (Data Migration Plan). Contractor will provide the tools and methodology for converting the data. County will assist Contractor in understanding the data in the source systems and provide data extracts three times from the source systems. County will provide PSCR data in a Microsoft SQL Server file format and will provide ORMS data in a set of flat files, comma-separated value (CSV) files, or other mutually agreed file format onto an AWS location provided by the Contractor as specified in Deliverable 3.3.4.1 (Data Migration Plan).

Contractor will perform any necessary data conversions and import the data into the PSAMS Solution. Contractor will verify the converted data in the PSAMS Solution and correct any errors in importing the data.

DELIVERABLE 3.3.4.2: Contractor shall demonstrate the County Data with respect to Phase II properly imported into the PSAMS Solution, including correction of any errors in importing the data.

3.3.5 SYSTEM TESTING AND DEFECT RESOLUTION – PHASE II

SUBTASK 3.3.5.1 – Contractor System Testing

Contractor shall thoroughly test the Licensed Software to ensure that the Licensed Software is of high quality and performs in accordance with the Specifications when operated on the Hosted Environment. Prior to providing a new feature of the system to the County for User Acceptance Testing, Contractor shall resolve all failures to perform in accordance with the Specifications and other software errors revealed during its testing.

Contractor shall update the Requirements Traceability Matrix demonstrating that testing has fully covered the requirements for Phase II.

DELIVERABLE 3.3.5.1.1: Certification that Contractor has conducted system testing and resolved all failures to perform according to Specifications and other software errors revealed during its testing.

DELIVERABLE 3.3.5.1.2: Updated Requirements Traceability Matrix as specified in Subtask 3.3.5.1.

SUBTASK 3.3.5.2 – Support User Acceptance Test

Contractor shall provide assistance and support to the PSAMS Core Team and County subject matter experts designated to conduct the User Acceptance Testing. Assistance shall be provided onsite or as otherwise agreed to by County and Contractor. Contractor shall deliver the final progress report regarding Deliverables under Deliverables under Subtasks 3.3.2.4 – Custom Development, 3.3.2.5 – Letters and Notifications, 3.3.2.6 – Court Report Forms, 3.3.2.7 – Reports, and 3.3.3 – System Integration – Phase II, as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in the applicable project status report under Subtask 3.1.2 on completion of all Deliverables under this Subtask.

1. Contractor shall assist County-designated users in performing the tests with Contractor's assistance using the testing environment.
2. Contractor shall populate the system with data in the testing environment, using data from the County's current systems. The test environment shall be provisioned with Users for testing, and all data and configurations required to perform the UAT. In the event that there are no County data available to populate some features or fields of the system, the County will provide the data for this purpose by entering the data or as otherwise agreed by the parties.
3. During UAT, Contractor shall correct software errors identified by the County and shall collaborate with the County to correct any deviations from Specification that can be resolved through system configuration.
4. Upon correction of all software errors and deviations from Specifications, County shall perform a complete cycle of UAT to validate that the PSAMS Solution is operating in accordance with Specifications.

5. Upon County's successful completion of UAT, Contractor shall certify in writing that the User Acceptance Test has been completed successfully, the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation.

DELIVERABLE 3.3.5.2.1: Testing environment populated with data as specified in Subtask 3.3.5.2.

DELIVERABLE 3.3.5.2.2: Certification that the Contractor is not aware of software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation, as specified in Subtask 3.3.5.2.

3.3.6 TRAINING AND DOCUMENTATION – PHASE II

Contractor shall prepare and implement a comprehensive training program, including, but not limited to any necessary role-specific training materials for the utilization of the PSAMS Solution for Phase II including the functionality appropriate for the role in County (Pretrial) operations.

Contractor shall provide training materials to support training requirements. Contractor shall coordinate the delivery of comprehensive training to all County staff as identified in the Training Plan.

SUBTASK 3.3.6.1 – Develop Training Plan

Contractor, in coordination with the County, shall develop a detailed Training Plan that includes the curriculum and methods of training delivery for various levels of Department staff on the use of the PSAMS Solution for Phase II. The plan shall detail training by role and include, but not be limited to the following:

1. Contractor shall train a designated group of County staff on PSAMS Solution to effectively operate and utilize the PSAMS Solution based on the below role:
 - a. Training Academy Staff: Up to 20 individuals together who can train other Pretrial Services staff on the PSAMS Solution functionality.
 - b. System Administrators: Up to 10 individuals who can configure, build workflows, configure court reports forms, edit look-up values, and monitor and resolve interface issues.

- c. Probation IT Service Desk: Up to 20 individuals to be trained on Contractor's support process and who will do the first line of support for Users.
 - d. Query writers: Up to 10 individuals who can be trained on Contractor's data schema and direct access to the shadow database using the County's reporting and business intelligence tools, with such training not to exceed 40 hours.
2. Contractor shall provide adequate number of proficient personnel to effectively deliver training.
3. Contractor shall develop and provide all required training materials to effectively train Department staff by role and responsibility, including technical staff.
4. Contractor shall work with Department staff to develop the Training Plan.

DELIVERABLE 3.3.6.1: Training Plan as specified in Subtask 3.3.6.1.

SUBTASK 3.3.6.2 – Provide Training Course Schedule

Contractor shall submit a training course schedule, that includes but is not limited to the dates, times, locations, trainer information and type of training (classroom, coaching, training for trainers, etc.) to County for review and acceptance.

DELIVERABLE 3.3.6.2: Training Course Schedule as specified in Subtask 3.3.6.2.

SUBTASK 3.3.6.3 – Provide Training Materials and Training Environment

Contractor shall configure the training environment to support User training and shall provide all training materials electronically. Those materials shall become the property of County and may be modified and duplicated as needed by County.

DELIVERABLE 3.3.6.3: Training materials and training environment as specified in Subtask 3.3.6.3.

SUBTASK 3.3.6.4 – Prepare and Conduct Training

1. Contractor shall deliver training and training materials consistent with classes described in County approved Training Plan in accordance with Subtask 3.3.6.1.
2. Contractor shall ensure that the training environment is populated with adequate data to make training effective.

3. Contractor shall deliver training for all identified Department staff consistent with in the classes described in the County-approved Training Plan and certify in writing that all training as described in the Training Plan has been successfully completed. This shall be completed prior to the Task 3.3.7 (Implementation – Transition to Production – Phase II). Contractor shall utilize the training environment established in Subtask 3.3.2.1 (System Provisioning) and training support documentation developed in Subtask 3.3.6.3 (Provide Training Materials and Training Environment).
4. Contractor shall provide a report on the progress of training activities on a weekly basis, by date, location, and role, that includes the following:
 - a. An updated training schedule that outlines the next thirty days of training activities
 - b. Any issues or risks identified by the Contractor that may impact the training schedule
 - c. Train the trainer classes to certify Department staff to deliver the PSAMS Solution training.
 - d. As part of the training, Contractor shall provide the designated County groups with working knowledge of the PSAMS Solution software capabilities.

DELIVERABLE 3.3.6.4: Conduct all training services for Users as specified in Subtask 3.3.6.4

3.3.7 IMPLEMENTATION – TRANSITION TO PRODUCTION – PHASE II

This task will be considered complete only when all tasks except Task 3.3.8 (System Acceptance with Respect to Phase II for PSAMS Solution) have been completed and approved by County. Contractor shall conduct the implementation in accordance with the Go-Live Plan and PCD.

SUBTASK 3.3.7.1 – Go-Live-Plan

Contractor shall create a clear and detailed plan (Go-Live-Plan) to implement the PSAMS Solution for Phase II to the production environment. Contractor shall review and revise the tasks and time frames in the Go-Live-Plan, as necessary, throughout the transition to production process.

The Go-Live-Plan shall include the following elements:

1. Departmental and other County resource requirements.

2. Implementation tasks to be performed by each Contractor and County.
3. Implementation schedule.

DELIVERABLE 3.3.7.1: Go-Live-Plan as described in Subtask 3.3.7.1.

SUBTASK 3.3.7.2 – Prepare Production Environment

The Contractor in coordination with the County shall prepare the Hosted Environment to be used for Production Use (Production Environment). Contractor shall provide appropriate staff for installing, testing, and populating the Production Environment. Contractor shall ensure availability of the Production Environment, including production server environment, networking and end user hardware and software. Contractor shall provide secured access to the PSAMS Solution for Production Use by delegating authentication and authorization to the County's Azure Active Directory (Azure AD). Contractor shall work with County to identify and document the tenant Configuration data necessary to enable Azure AD integration for Production Environment.

The Contractor shall support the County staff in setting up the profiles, security adding Azure AD users to the PSAMS Solution, and testing the user accounts to ensure security and access as specified.

The Contractor shall Configure User accounts, User roles, establish system access and enable system log-in and User auditing for Production Environment.

DELIVERABLE 3.3.7.2: Prepared Production Environment as specified in Subtask 3.3.7.2.

SUBTASK 3.3.7.3 – PSAMS Solution Implementation

This implementation of the PSAMS Solution in the Production Environment serves as the primary validation of the PSAMS Solution and ensures the PSAMS Solution can meet Specifications. During the implementation period and until Final Acceptance, Contractor shall resolve all issues/Defects identified in accordance with Specifications. Contractor shall provide technical assistance with the option of on-site support at the designated sites during the implementation.

DELIVERABLE 3.3.7.3: Conduct implementation of the PSAMS Solution in the Production Environment according to the Go-Live Plan and provide County with a report certifying the progress and completion of the associated work as specified in Subtask 3.3.7.3.

3.3.8 SYSTEM ACCEPTANCE WITH RESPECT TO PHASE II FOR PSAMS SOLUTION

The PSAMS Solution for Phase II in its entirety, as installed and configured, will be Accepted by County if, and only if, the PSAMS Solution operates in the Production Environment for a period of sixty days continuously without Defects of Priority Level 1 or 2 as provided in Exhibit K (Service Level Requirements) to the Agreement.

SUBTASK 3.3.8.1 – Achieve Final Acceptance with Respect to Phase II

The PSAMS Solution shall achieve Final Acceptance with respect to Phase II after the PSAMS Solution has achieved Production Use for sixty (60) consecutive days without Defects of Priority Level 1 or 2 as specified in Exhibit K (Service Level Requirements) to the Agreement.

DELIVERABLE 3.3.8.1: Contractor shall certify in writing that the Documentation certifying that the PSAMS Solution in Production Environment has successfully and continuously operated without Defects of Priority Level 1 or 2 during the continuous 60-day period as specified in Subtask 3.3.8.1.

4.0 DEFINITIONS

County Contract Manager – Person designated by the County with actual and apparent authority on contractual or administrative matters relating to this Agreement.

County Contract Monitor – Person who monitors the Agreement and provides reports to the County Contract Manager and County Project Manager.

PSAMS Core Project Team – Consists of Investigators, Senior Investigators, Electronic Monitoring Managers, Pretrial Monitoring Managers, Investigative Supervisors, Bureau Chief, Pretrial Services, Users, trainers, and subject matter experts.

Work Plan – Work Plan is prepared by the Contractor using the County-specified version of Microsoft Project that provides a detailed schedule and required resources for both Contractor and County.

EXHIBIT A
STATEMENT OF WORK
EXHIBITS

**PRETRIAL SERVICES ASSESSMENT AND
MONITORING SYSTEM (PSAMS)**

1.0 EXHIBITS TO EXHIBIT A (STATEMENT OF WORK)

- Exhibit A.1: SYSTEM REQUIREMENTS – PHASE I
- Exhibit A.2: SYSTEM REQUIREMENTS – PHASE II
- Exhibit A.3: CURRENT SYSTEMS FLOW DIAGRAM
- Exhibit A.4: EXISTING WORKFLOWS – STATIC-99R SRG
- Exhibit A.5: EXISTING WORKFLOWS – STATIC- 99R PRE-SENTENCE & POST-SENTENCE
- Exhibit A.6: EXISTING WORKFLOWS – OR – CANDIDATE SELECTION & INVESTIGATION REQUEST
- Exhibit A.7: EXISTING WORKFLOWS – BD – AGENCY REQUEST
- Exhibit A.8: EXISTING WORKFLOWS – BD – DEFENDANT REQUEST
- Exhibit A.9: EXISTING WORKFLOWS – DRUG COURT
- Exhibit A.10: EXISTING WORKFLOWS – NAME CHANGE - INVESTIGATION
- Exhibit A.11: EXISTING WORKFLOWS – RRU
- Exhibit A.12: EXISTING WORKFLOWS – PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE
- Exhibit A.13: EXISTING WORKFLOWS – REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES
- Exhibit A.14: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – INVESTIGATION
- Exhibit A.15: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP
- Exhibit A.16: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – ABSCOND & NON-COMPLIANCE FOLLOW UP
- Exhibit A.17: EXISTING WORKFLOWS – SRP- SUPERVISED RELEASE PROGRAM
- Exhibit A.18: LASD INTEGRATION REQUIREMENTS
- Exhibit A.19: CJIS – CHARGE CODE DATA INTEGRATION REQUIREMENTS
- Exhibit A.20: PSAMS DATA ELEMENTS
- Exhibit A.21: TABLES FOR MIGRATION – Phase I
- Exhibit A.22: TABLES FOR MIGRATION – Phase II
- Exhibit A.23: ORMS PROFILES
- Exhibit A.24: DELIVERABLE ACCEPTANCE FORM
- Exhibit A.25: CHANGE ORDER FORM
- Exhibit A.26: ABBREVIATIONS AND ACRONYMS

SOW: PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM AND RELATED SERVICES

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Exhibit A.27: THIRD PARTY PRODUCTS

Exhibit A.28: MINIMUM SYSTEM REQUIREMENTS

Exhibit A.29 COURT REPORT FORMS – Phase I

Exhibit A.30 LETTERS AND NOTIFICATIONS – Phase I

Exhibit A.31 COURT REPORT FORMS – Phase II

Exhibit A.32 LETTERS AND NOTIFICATIONS – Phase II

Exhibit A.33 PSAMS DELIVERABLE EXPECTATION DOCUMENT

Exhibit A.34 LICENSED SOFTWARE DESCRIPTIONS

These Exhibits are attached to and form a part of that certain Exhibit A (Statement of Work) (together with all sub Exhibits hereto, "Statement of Work" or "SOW") to the Agreement for Pretrial Services Assessments and Monitoring System and Related Services (as further defined in the Agreement "PSAMS Solution"), dated as of the Effective Date (together with all Exhibits, Attachments, and Schedules thereto, all as amended from time to time, the "Agreement"), between the County of Los Angeles ("County") on behalf of its Probation Department ("Department"), and Tyler Technologies, Inc ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the SOW or, if not defined therein, in the Agreement.

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
Search	SR-001	The system shall provide a comprehensive search feature that enables users to search by any fields that are associated with a defendant. Primary search parameters shall include application number (unique system key identifier, replacing Department's existing application number), booking number, case number, hard and soft IDs, and defendant's name. Other user interfaces may have additional search requirements, depending on the business requirements	I
	SR-002	The system shall be able to perform a search by selecting a single field or a combination of two or more fields.	I
	SR-003	The system shall be able to perform a search by which the user can insert partial information and the system shall attempt to match the search criteria.	I
	SR-004	The system shall allow the user to navigate directly to the defendant record from the search result list.	I
New Defendant, Applications, and Assessment Records	SR-005	The system shall allow authorized users the ability to manually create an application record (arrest and associated case filing) for each defendant.	I
	SR-006	The system shall allow for an unlimited number of unique identification numbers for both the defendant and PTS program specific identifiers (e.g., Defendant Unique Number, Booking Number, Application Number, Case Number, CII Number, FBI Number, Probation Number (X Number/Universal Number), etc.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-007	The system shall validate against unique hard (verified ID via fingerprints) and soft (non-fingerprint based) identifiers as various data elements to ensure that only a single unique defendant record exists in the system (SID, FBI, Probation, and CA DMV).	I
	SR-008	The system shall allow for multiple assessments for each arrest/case application, and allow for local system administrators to re-open an inactive assessment for data correction and/or further investigation by a designated PTS program as needed.	I
	SR-009	The system shall automatically assign various default values when a new defendant record is created.	I
	SR-010	In accordance with applicable State law, the system shall allow authorized PTS employees the ability to seal records while maintaining the ability to retain statistical data associated with the offender.	I
General	SR-011	The system shall provide the ability to indicate the defendant's gender, ethnicity, date of birth, and primary language choice, in the event an authorized bilingual employee is required to interface with the defendant during PTS interaction.	I
High Profile	SR-012	The system shall flag and track high profile defendants, and access shall be controlled via user/role permission. The system shall generate a high-profile form when the flag is set.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-013	The system shall allow a user with the appropriate permission to turn on/off the high-profile indicator at any time for active or inactive cases. The High-Profile (HP) indicator also needs a date parameter for a review of flagged subjects one year after flagging the record.	I
Residences	SR-014	The system shall allow for retention of multiple current and historical residential addresses, with effective dates, and the ability to add, modify, and delete residential addresses by designated users as needed.	I
	SR-015	The address records shall also have an attribute to indicate whether the defendant is homeless, or if the defendants address is unknown at the time of the record entry.	I
Financial Support	SR-016	The system shall allow for maintenance and retention of multiple current and historical financial support records, with the source (employer name, type of government assistance, retirement, disability, self-employment, etc.), the amount, contact information, length of support, and effective date.	I
	SR-017	The system shall provide the ability to record and retrain the defendant's phone numbers (mobile, home, work, etc.)	I
	SR-018	The system shall allow for the recording and retaining of the defendant's primary e-mail address.	I
	SR-019	When entering defendants into the system, the system shall allow to enter information from ages 0-120	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
Contacts and References	SR-020	The system shall provide the ability to record and retain referred persons by the defendant (family, friends, neighbors, etc.), including but not limited to name, relationship, address, language, phone number(s), etc.	I
New Investigation Records and Assignment	SR-021	The system shall allow for the creation of multiple assessments for each application record.	I
	SR-022	The system shall provide the ability to record and retain the investigation type for the programs – Name Change, Drug Court, Electronic Monitoring, and Static-99R.	I
	SR-023	The system shall display all active, unassigned assessments in work queue where designated users can easily access and management case assignments in a descending order by application number	I
	SR-024	Unassigned cases shall be grouped by program type, and user roles associated with the assigned program are restricted to view their respective cases.	I
	SR-025	The system shall control access to the program type via User Profile Permission.	I
	SR-026	The system shall allow for additional sorting capability in the unassigned assessments upon selecting a column header for any available data element on the user interface. All columns shall be sortable in ascending or descending order.	I
	SR-027	The system shall provide selected authorized users the ability to assign or	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
		reassign an assessment to an individual staff.	
	SR-028	The system shall provide the ability to record and review employee task performance for the following assessment tasks: Defendant Interview, Criminal History Background, Risk Assessment, and Court Report.	I
	SR-029	The system shall allow designated profiles the ability to perform an override of a credited employee ID for a completed task with a different employee ID.	I
	SR-030	The system shall be able to validate and perform checks to ensure that all required tasks and data elements recorded and completed before an active assessment can be completed.	I
	SR-031	Upon assigning an assessment, the system shall note the employee who assigned the assessment, including the date and time, and shall filter the assessment from the unassigned assessments. The assigned assessment shall appear in the assigned staff's work queue.	I
	SR-032	The system shall lock a record whenever a reviewer or supervisor selects the record for assignment to prevent concurrent access and assignment by multiple supervisors.	I
	SR-033	The system shall organize and display each staff's assignment worklist on a single screen where staff can easily access, manage, and work on their assigned task. Staff shall only view their assigned assessments/investigations.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-034	The assigned assessments shall be sorted by the application number in descending order, whereas, the oldest unassigned application shall reside on top while newly created applications reside at the bottom of the list.	I
	SR-035	The system shall allow for additional sorting capability upon selecting a column header for any available data element on the user interface. All columns shall be sortable in ascending or descending order.	I
	SR-036	Upon completing all assigned tasks for an assessment, the system shall clear the assigned case from the staff assignment workload.	I
	SR-037	The system shall provide the ability to a close or inactivate an assessment.	I
Criminal History	SR-038	The system shall provide the ability to record and retain data entries of a defendant's past criminal history details, which shall include but not be limited to arrest date, arrest location (state), source of the arrest information, court case number, conviction date, conviction charge, conviction charge description, and sentencing outcomes (summary or formal probation, length of incarceration, and amount of fines).	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-039	The system shall have the ability to indicate in any designated court reports that the defendant has no documented history of criminal convictions found on available justice information systems. If there are no records found the reports should display, no data found.	I
	SR-040	The system shall support an unlimited number of criminal history records per defendant.	I
	SR-041	The system shall provide the ability to indicate the Arrest only, Adult convictions, Juvenile sustained petitions, and Pending criminal history record types.	I
	SR-042	The system shall provide the ability to export a defendant's criminal record history records to a PDF format for electronic transmission or printing.	I
Risk Assessment	SR-043	The system shall provide risk assessment models based on established criteria by current PTS programs (Electronic Monitoring [Modified Wisconsin]; Drug Court Eligibility screening and Static-99R [Static-99R Tool]).	I
	SR-044	The system shall calculate a defendant's risk score and set the risk level based on score range.	I
	SR-045	The system shall compute scores based on responses to the assessment questions.	I
	SR-046	The system shall allow for maintenance and retention of risk assessment history for a defendant.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-047	The system shall allow for multiple pretrial risk assessments for each assessment or investigation within a given application.	I
	SR-048	The system shall track and display a defendant's history of previous administered assessments.	I
Investigation Court Reports	SR-049	The system shall support the ability to create a variety of Investigation Court Reports for designated PTS Programs, including selected data elements for each program.	I
	SR-050	The system shall provide the ability to export reports to PDF file format for digital storage or printing.	I
Investigation Completion	SR-051	The system shall provide the ability to accurately monitor the file status of each assessment and pretrial monitoring record, noting it to be active assessment, active monitoring, active warrant, or inactive for effective record management.	I
	SR-052	The system shall prevent case closures based on certain conditions (e.g., certain tasks are not completed, certain information missing) and without supervisory approval.	I
	SR-053	The system shall provide the ability to automatically close cases based on certain conditions.	I
	SR-054	The system shall allow for the maintenance and retention of historical reasons, dates, and staff performing opening or closing a case.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-055	The system shall track the source of the requesting agency or entity (court, referral, or PTS agency).	I
Electronic Monitoring Program	SR-056	The system shall provide the ability to record and track defendant referrals for Electronic Monitoring. The system shall allow for maintenance and retention of EM detailed case information.	I
	SR-057	The system shall provide an efficient way to automatically determine defendant eligibility based on exclusion conditions (e.g., excluded conviction charges, pending felony cases, outstanding warrants, custody holds, rehabilitation orders, disqualifying special handling restrictions).	I
	SR-058	The system shall provide the ability to record and track placement on electronic monitoring, including tentative start and end dates.	I
	SR-059	The system shall allow designated users the ability to review and approve the completed risk assessment and the ability to submit the final recommendation codes on post-sentencing inmates.	I
	SR-060	The system shall allow users to route a completed EM application based on the risk assessment scores or court order for approval/quality check.	I
	SR-061	The system shall allow for the entry of EM disposition and case closure if the outcome code is denied. Required elements are 1) Date EM was denied; 2) Reason Sheriff denied; and 3) Comment	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-062	The system shall allow users to route an eligible EM assessment to a designated quality and control employee for further review, approval, and tracking.	I
	SR-063	The system shall flag EM abscond events if it is a court case or LASD.	I
	SR-064	The system shall provide the ability to track different levels of severity (violations) for non-compliance events.	I
	SR-065	The system shall provide the ability to track contractor audit information, including 1) Equipment Function, and 2) Violations Abscond reports within prescribed/established timeframe.	I
	SR-066	The system shall allow for the assigning of electronic monitoring vendor offices, including the ability to reassign an unlimited number of electronic monitoring records to another vendor office by authorized profiles.	I
Static-99R Program	SR-067	The system shall provide the ability to enter Static-99 information.	I
	SR-068	The system shall provide the ability to enter Facts of Offense information.	I
	SR-069	The system shall provide the ability to enter Method of Operations for Facts of Offense Sheet information.	I
	SR-070	The system shall provide the ability to track the following different Static 99 types: 1. SRG; 2. Pre-Sentence; 3. Post-Sentence	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
Civil Name Change	SR-071	The system shall provide the ability to enter information pertaining to a Civil Name Change request.	I
Drug Court	SR-072	The system shall provide the ability to enter and track Drug Court request information.	I
	SR-073	The system shall generate and submit an electronic assessment package to the Court.	I
	SR-074	The system shall provide reports based on 1) Court location and 2) Type.	I
Reporting, Letters, and Notices	SR-075	The system shall provide reports that are preconfigured, formatted reports that authorized users can access through the PSAMS Solution. These do not require users to write data complex queries and may allow users to specify a limited set of selection criteria, such as date ranges, status, caseload types on all files or cases.	I
	SR-076	The system shall generate and display a summary and a listing of staff's caseload by various criteria.	I
	SR-077	The System shall provide an Electronic Monitoring Program Assessment Report.	I
	SR-078	The system shall allow the development of custom reports by the system administrator.	I
	SR-079	The system shall provide the ability to create templates for notices and letters which County will use to generate notices and letters based on those templates and drawing from data fields in the system.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-080	The system shall provide an up to date replicated database that the County may connect to using its own SQL-based reporting tools to run queries, extract data, and create custom reports.	I
	SR-081	The system shall provide the ability to export and print report data in Excel and PDF.	I
	SR-082	The system shall generate documents individually (on-demand) or in scheduled batches.	I
	SR-083	The system shall provide the ability to format reports to accommodate different paper sizes and viewing layouts.	I
Consolidation	SR-084	The system shall allow a user with the appropriate user role the ability to consolidate defendants. Consolidation from the source defendant to the destination defendant can occur in the following two ways: 1. If the destination defendant exists, then move program record from source to destination; or 2. If the destination defendant does not exist, (a) allow the administrator to create a new defendant record, then (b) move the program record from source to destination.	I
	SR-085	The system shall check the following key data elements for defendant consolidation: CII Number, FBI Number, Probation X-Number	I
List of Values Management	SR-086	The system shall provide the administrator the ability to maintain multiple list of values ("LOV") tables.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
User Profiles	SR-087	The system shall allow system administrators the ability to manage user profiles and user roles.	I
	SR-088	The system shall provide administrators the ability to set and manage various levels of system access and capabilities.	I
Data Interface / Integration	SR-089	The system shall provide the ability to export requested data into third-party software (MS Access, Excel, etc.) for statistical reporting and data analysis.	I
Historical Data Migration	SR-090	<p>The vendor shall migrate/convert data from existing Probation system PPT+ with the option to archive closed cases into the new system.</p> <p>Note: The intent is to migrate the past three fiscal years + current fiscal year of data records + any pending records older than the four fiscal years from the date of the migration. See the Exhibit A.21 (Tables For Migration – Phase I).</p>	I
Technical Architecture	SR-091	The system shall be web-based and accessible via a web browser and support windows PCs.	I
	SR-092	The system shall support a web-browser and shall be independent of the browsers – support Internet Explorer, Edge Chrome, Google Chrome, as well as any other browser that the County supports. Also, support testing when the County upgrades its browser version.	I
	SR-093	The system's database must be fully relational and require only single entry of data elements. For example, a defendant name record must be entered only once and linked to other tables.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-094	The system shall provide secured access by authentication and authorization to the County's Azure Active Directory (Azure AD).	I
	SR-095	The system shall support printers provisioned in Microsoft Windows, including but not limited to Xerox Global Print Driver, Xerox Phaser 6700DN, Xerox Phaser 4600 and Xerox WorkCenter 7545 and 5790.	I
	SR-096	The system shall provide, but not be limited to, baseline data elements for defendant, such as application (arrest and case information), assessments and investigations, criminal history, personal history (residences, financial support, education, military, and contact information) pretrial supervision (court appearances, appointment events, caseworker and case manager tasks, and associated comments to document interactions and outcomes with defendants and clients. Refer to Exhibit A.20 (PSAMS DATA ELEMENTS).	I
Application Security	SR-97	The system shall provide role-based security access rights. Permissions shall be set by user roles and include a security matrix that defines access to screens, functions, and data for specific user groups.	I
	SR-98	The system shall support various types of access permissions, including no access, read only, and read, write, and delete.	I
	SR-99	The system shall restrict visibility of screens, functions and data for	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
		unauthorized users based on user roles/security levels.	
	SR-100	The system shall provide protections against users (except System Administrator) updating data tables directly; all user updates shall be performed via the application front-end.	I
	SR-101	The system shall track the date, time, and login of any person who added, edited, or deleted a record.	I
	SR-102	The system shall provide secure login functionality with user ID and password to control access. The password module shall have the ability to “lock-out” users after a designated number of failed attempts. The module must require system administrator intervention to remove the lockout.	I
	SR-103	The system shall have the ability for the passwords to be encrypted during user authentication.	I
	SR-104	The system shall not display the password as clear text (password masking).	I
	SR-105	The system shall encrypt cookies with sensitive data (e.g., authentication cookies).	I
	SR-106	The system shall require Azure Active Directory authentication for administration User interface.	I
	SR-107	The system shall log all actions, including last login time and source location, in a non-refutable immutable way.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-108	The system shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., database error, application error).	I
	SR-109	The system shall timeout if there is no user activity for thirty minutes.	I
Data Integrity	SR-110	The system shall employ record-locking (or field locking) functionality to prevent multiple users from updating the record concurrently.	I
	SR-111	The system shall put constraints in place to avoid duplicate booking numbers (e.g., entering the same defendant, the same booking ID, the same application number, etc.) that are newer than five years in age.	I
	SR-112	The system shall provide table-driven drop downs of valid values for data elements whenever possible, and they shall be updatable by the System Administrator, to facilitate data entry and ensure data integrity.	I
	SR-113	The system shall provide field edit logic on all date and other appropriate fields to facilitate data entry and ensure data integrity.	I
Documentation / User Training	SR-114	The Contractor shall provide an entity relationship diagram for all system database tables.	I
	SR-115	The Contractor shall provide a process model for the systems with a leveled dataflow diagram, system architecture diagram and network diagram.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-116	The Contractor shall provide a data dictionary for all system database tables/data elements.	I
	SR-117	The Contractor shall provide a comprehensive user manual documenting all system operations and it should be accessible online. Manual must include screen illustrations and instructions. Instructor led step-by-step training shall be provided to assist technical users, non-technical users, and administrative personnel to operate the system.	I
	SR-118	The system shall provide a “Help” feature that enables users to search various topics for instructions on how to perform a system task.	I
User Audit	SR-119	The system shall maintain a history of user logons.	I
	SR-120	The system shall maintain audit logs of all system changes, including date and time and person making the change. The system must keep an audit log file and identify user by name, ID, date, time, IP address, etc.	I
	SR-121	The system shall allow County System Administrators to view in real-time a list of Users that are logged on.	I
General Appearance & Usability	SR-122	All entries/updates/query forms and functions shall utilize a common look and feel with similar commands, including windows, menus, scroll bars, pop-up windows (dialogs), buttons, and list boxes.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-123	The system shall be user friendly and flow logically from screen to screen from newly created defendants through the close of the defendant's application.	I
	SR-124	The system shall provide drill down/hyperlink functionality (i.e., clicking on a hyperlink will open additional details of a record. Methods include opening a data grid, popup window, or navigation to a separate screen).	I
	SR-125	The system shall provide a means of simple spell checking for all free-text fields.	I
	SR-126	The system shall prompt users to save information when users navigate or focus from an unsaved user interface.	I
	SR-127	The system shall provide visual prompts and error messages to ensure that all required fields are completed.	I
File Upload	SR-128	The system shall have the ability for management to upload, add, or delete attached external documents associated with a specific defendant record, controlled by user system profiles.	I
Availability	SR-129	The system shall be available twenty-four hours a day, seven days a week and 365 days a year. Peak performance time will be from 8:00am till 5:00pm, Monday through Friday (with minimal acceptable downtime).	I
	SR-130	The system shall allow for the capacity to limit or restrict access times for selected users.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-131	The system shall have a disaster recovery backup plan and implementation, for use in the event the primary host location is not available for providing services.	I
	SR-132	The system shall replicate across regions in order to achieve a System recovery time objective (RTO) of two (2) hours and a system recovery point objective (RPO) of zero data loss.	I
Performance	SR-133	The system shall be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements, as business needs develop and evolve over time.	I
	SR-134	The system shall perform as specified in section IV ADDITIONAL WARRANTIES, Exhibit K (Service Level Requirements).	I
System Support	SR-135	The system shall be totally supported by the Contractor, including operating system, database, and application, for the life of the Agreement.	I
	SR-136	The Contractor shall provide technical support as defined in Exhibit K (Service Level Requirements), I. Support Call Process.	I
	SR-137	The Contractor shall have an emergency contact telephone number available for major system problems outside of normal service support hours.	I
	SR-138	Error description for mandatory fields.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-139	Any system updates and changes to the system shall be pushed out to the users in coordination with IT staff, and updated training tools and support shall be provided during these times.	I

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
New Defendant, Applications , and Assessment Records	SR-001	The system shall allow authorized users the ability to manually create an application record (arrest and associated case filing) for each defendant and automatically populate designed data elements by interfacing with authorized external source systems, such as Los Angeles Sheriff's Department (LASD) for booking and save or cancel based on the user's action.	II
	SR-002	PSAMS will have a work queue for incoming arrests coming in by API from the LASD New Arrest event so that an appropriate staff member can assign the case or take other appropriate action.	II
	SR-003	PSAMS will have a work queue for fully sentenced inmates (FSI) coming in by API from the LASD Fully Sentenced Event so that an appropriate staff member can assign the case or take other appropriate action.	II
Residences	SR-004	The system shall have the ability to validate defendant's residential addresses against major address verification vendors (like United States Postal Service, Pitney Bowes, Melissa, etc.)	II
New Investigation Records and	SR-005	The system shall provide the ability to record and retain the investigation type for the programs – Bail Deviation and Own Recognizance.	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
Assignment	SR-006	The system shall provide a process to route pending assessments for quality review and supervisor approval.	II
Defendant Interview	SR-007	The system shall incorporate the defendant interview questions and responses to be entered into the system for recording and retention and shall be able to interact with the PTS risk instrument factors in determining risk (Ex: C-CAT).	II
Criminal History	SR-008	The system shall have the capability to provide criminal justice information through web services on authorized interfaces. At a minimum, the system will need to interface with the Los Angeles County Sheriff's Department (LASD) Automated Justice Information System and Criminal Justice Information Services (CJIS) Charge Code Table to make selected arrest and booking information available in a temporary data storage region for automatic data population of new assessment records as specified in Exhibit A.18 (LASD Integration requirements) and to get the charge codes information from CJIS Charge Code Table as specified in Exhibit A.19 (CJIS- Charge Code Data Integration Requirements).	II
Risk Assessment	SR-009	The system shall provide risk assessment models based on established criteria by current OR Program (C-CAT).	II
	SR-010	The system shall provide the ability to enter pre-arraignment information.	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
Pre-arraignment Program (Bail Deviation)	SR-011	The system shall provide the ability to enter the court's decision and bail amount.	II
Pretrial Investigations Program(OR)	SR-012	The system shall provide the ability to enter and track Pretrial Investigation information.	II
	SR-013	The system shall provide the ability to generate and submit an electronic assessment package to the Court.	II
	SR-014	The system shall validate the defendant's charge code and determine if the defendant is eligible or ineligible for assessment. The system shall flag the defendant record accordingly.	II
	SR-015	The system shall provide the ability to receive notifications when an event occurs.	II
Civil Name Change	SR-016	The system shall provide the ability to electronically submit an assessment to the court.	II
Supervised Release	SR-017	The system shall allow staff to capture and track released defendants. Elements shall include 1) releasing information; 2) multiple court appearance events and outcomes; 3) a list of established court and program conditions (via a list of value [LOV] table); and 4) case notes and comments to documents a released defendant's pretrial progress.	II
	SR-018	The system shall allow for the assigning of pretrial monitoring case managers, including the ability to change an	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
		unlimited number of assigned pretrial monitoring records to another case manager by authorized profiles.	
	SR-019	The system shall allow staff to capture and track the release date, release court, and release court hearing type.	II
	SR-020	The system shall allow staff to capture and track total number of court appearances, release type, Failure to Appear (FTA) events, new arrest events, final court disposition codes, FTA status codes, final disposition date, and total days released.	II
	SR-021	The system shall include a warning flag to identify defendants that may pose potential hazards and/or conditions that merit special attention.	II
	SR-022	The system shall provide the ability to follow up and capture court outcomes.	II
	SR-023	The system shall allow for maintenance and retention of multiple events, which shall include the ability to capture and track court date, court location (courthouse and department), court hearing type, court disposition or outcome, and days on release (days since last court appearance, if the defendant returns to court successfully).	II
	SR-024	The system shall indicate the level of pretrial risk, based upon the existing PTS risk instrument, for tiered pretrial monitoring management and caseload sizes.	II
	SR-025	The system shall provide the ability to capture and track unlimited comments.	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
Alerts	SR-026	The system shall provide the ability to generate various notices based on PTS programs (e.g., Failure to Appear, Failure to Report, Condition Release Violation, Non-Compliance notification, Court Appearance, etc.).	II
	SR-027	The system shall provide the ability to generate notices in English, Spanish, and a limited number of other widely spoken languages in the Los Angeles area.	II
	SR-028	The system shall include a messaging system- Tyler Supervision Access to allow for automatic notification (Ex: text and/or email) to defendant of event information related to upcoming court date, failure to appear, Telephone Check-in, and appointments.	II
Mobile	SR-029	The system shall allow the Pretrial staff to view and manage their assigned cases via a mobile application on the Android and iOS platforms.	II
Client Portal	SR-030	The system shall allow the defendants to view their court hearing date.	II
	SR-031	The system shall allow the defendant to send messages to their case managers related to their case (phone numbers, address, check-in's..etc).	II
Reporting	SR-032	The system shall provide evidence-based performance outcome reports by defendant, caseload, unit, etc. with the ability to store monthly performance reports.	II
	SR-033	The system shall provide the ability to email reports/letters/memos.	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
	SR-034	The system shall provide the ability to add/manage custom reports to the application front-end report library. It shall be flexible and have intuitive ad-hoc query and reporting capabilities for users to generate the report and to determine the selection criteria of a report without knowledge of the database schema or familiarity with SQL.	II
User Profiles	SR-035	The system shall provide administrators to allow the addition of customized messages to the user in the logon screen or after logging into the system.	II
Interfaces	SR-036	All web service interface data shall be transmitted using Hypertext Transfer Protocol Secure (HTTPS) and comply with encryption standards that satisfy the County's Information Security and Privacy Requirements as defined in Exhibit J (Information Security and Privacy Requirements Exhibit).	II
	SR-037	The system's web service interface with LASD and CJIS Charge Code Table shall implement an authentication mechanism to ensure that only authorized requests are serviced.	II
	SR-038	The system shall be able to integrate, to get the CJIS Charge Code Table information either via CJIS 2.0 API(if available during PSAMS implementation) or by entering the charge code table information manually from an administrative interface. The CJIS Charge Code Table shall be developed as specified in the Exhibit A.19 (CJIS –	II

SYSTEM REQUIREMENTS - PHASE II

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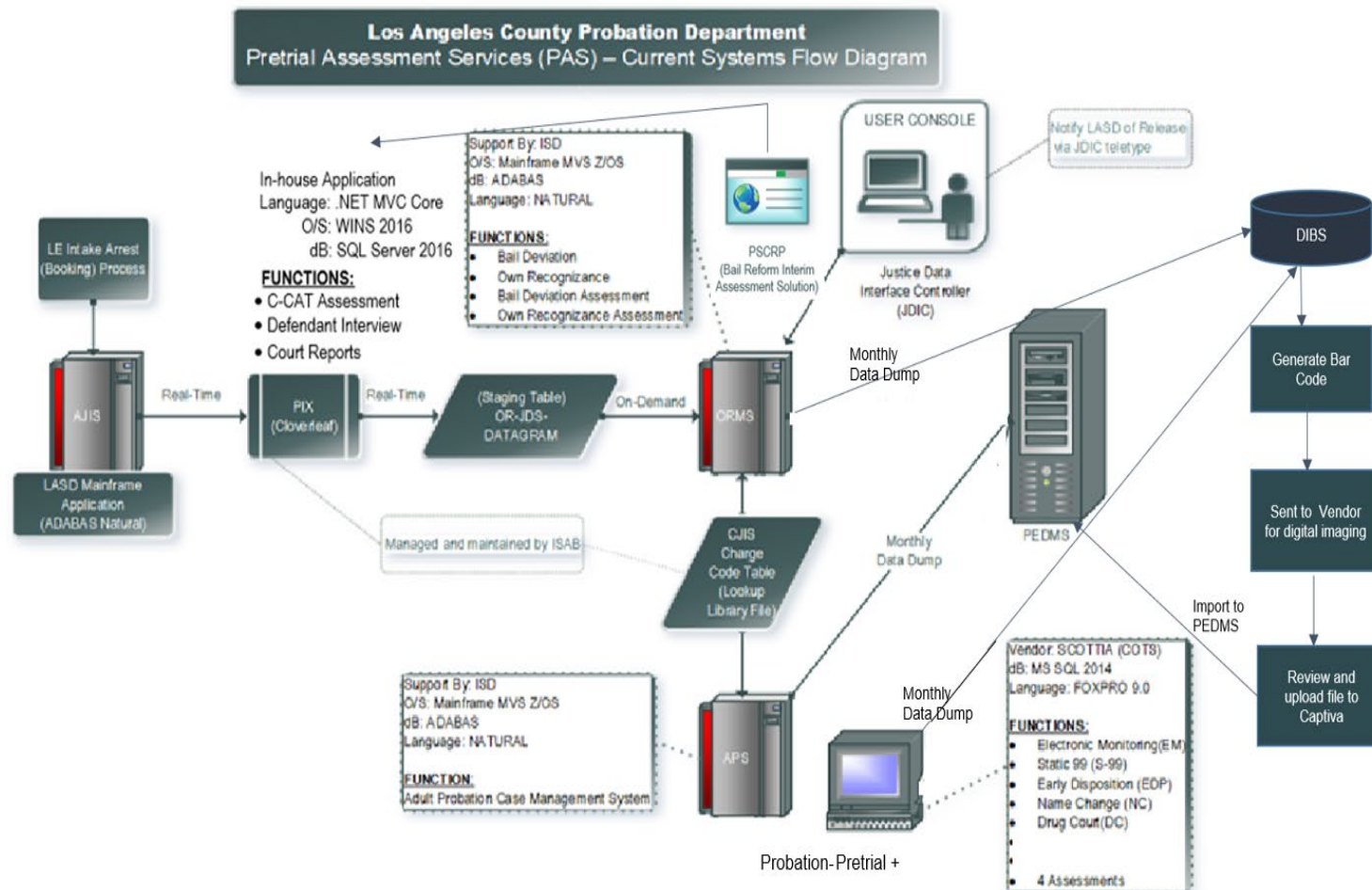
Category	ID # (Requirement Number)	Description	Phase
		Charge Code Data Integration Requirements).	
	SR-039	The system shall be able to interface with LASD to get the new arrests information as specified in II, A.18 (LASD Integration Requirements).	II
	SR-040	The system shall be able to interface with LASD to get the full sentenced inmate information as specified in III, A.18 (LASD Integration Requirements).	II
Data Interface / Integration	SR-041	The system shall allow controlled, read-only access to external government agencies (e.g., the superior court, sheriff, district attorney, etc.), to search and review limited defendant information in real-time.	II
Historical Data Migration	SR-042	<p>The vendor shall migrate/convert data from existing Probation systems (ORMS, and PSCRP) with the option to archive closed cases into the new system.</p> <p>Note: The intent is to migrate the past three years + current fiscal years of data records (plus any pending records older than four fiscal years) from the date of the migration. See the Exhibit A.22 (Tables For Migration – Phase II).</p>	II
Technical Architecture	SR-043	The system shall support Web Services interfaces (Multi-tier solution supporting the defendant, application, and database tiers).	II
Role-Based Dashboard	SR-044	The system shall provide a role-based dashboard as the default landing page. The dashboard shall display various statistical report metrics with data drill-	II

SYSTEM REQUIREMENTS - PHASE II

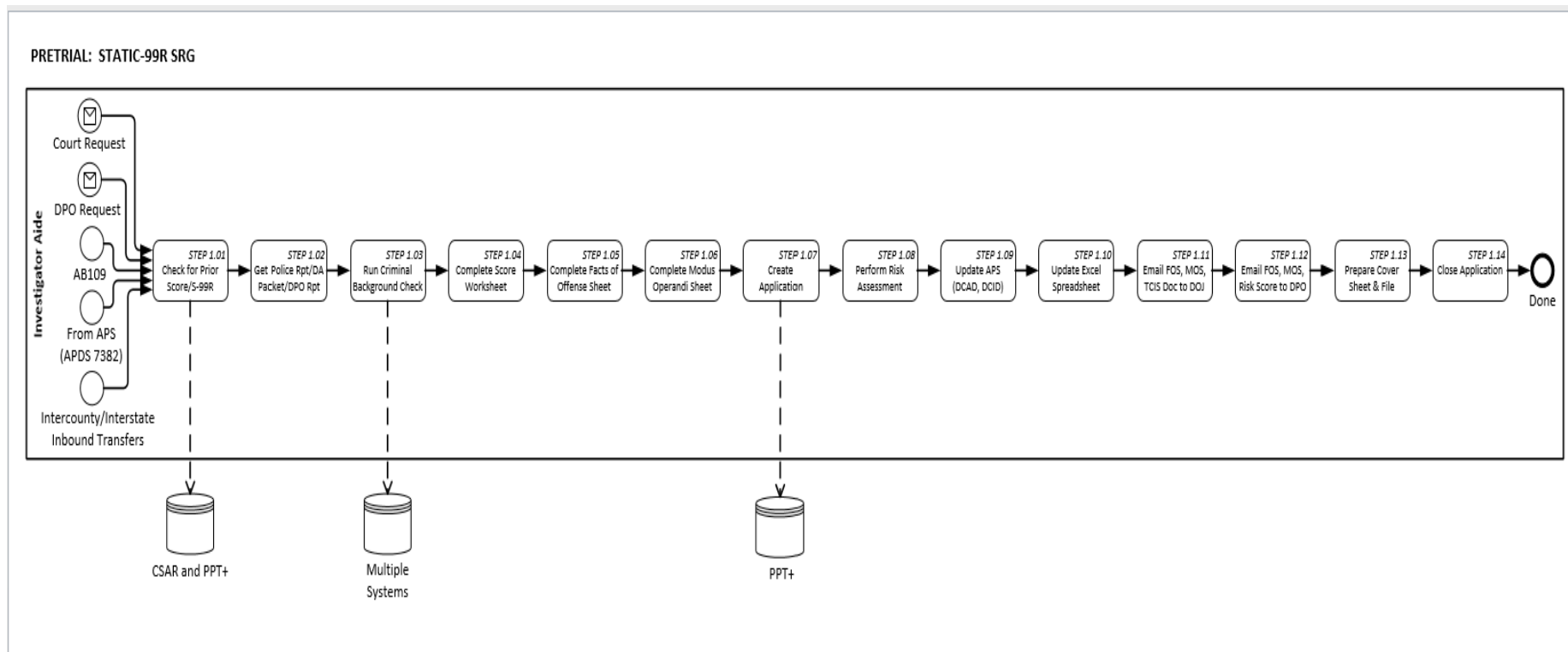
Page 8 of 21

Category	ID # (Requirement Number)	Description	Phase
		down capability. Data shall also include charts, graphs, and other graphical representations of data.	
	SR-045	The dashboard shall be defined by user roles, such that a supervisor may be required to view a different set of performance metrics than line staff.	II
Digital Signature	SR-046	The system shall provide the ability to electronically sign a document.	II

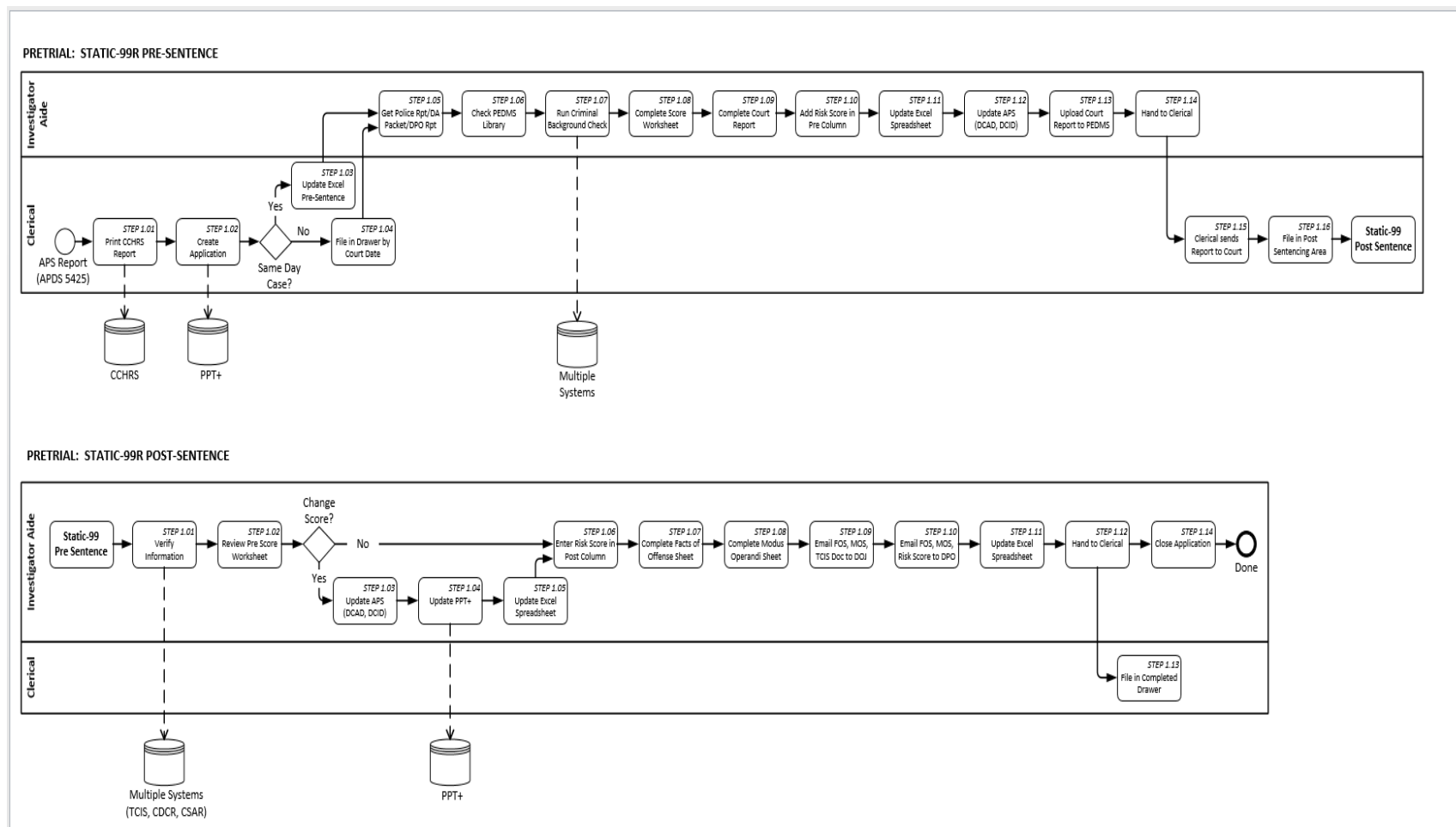
CURRENT SYSTEMS FLOW DIAGRAM



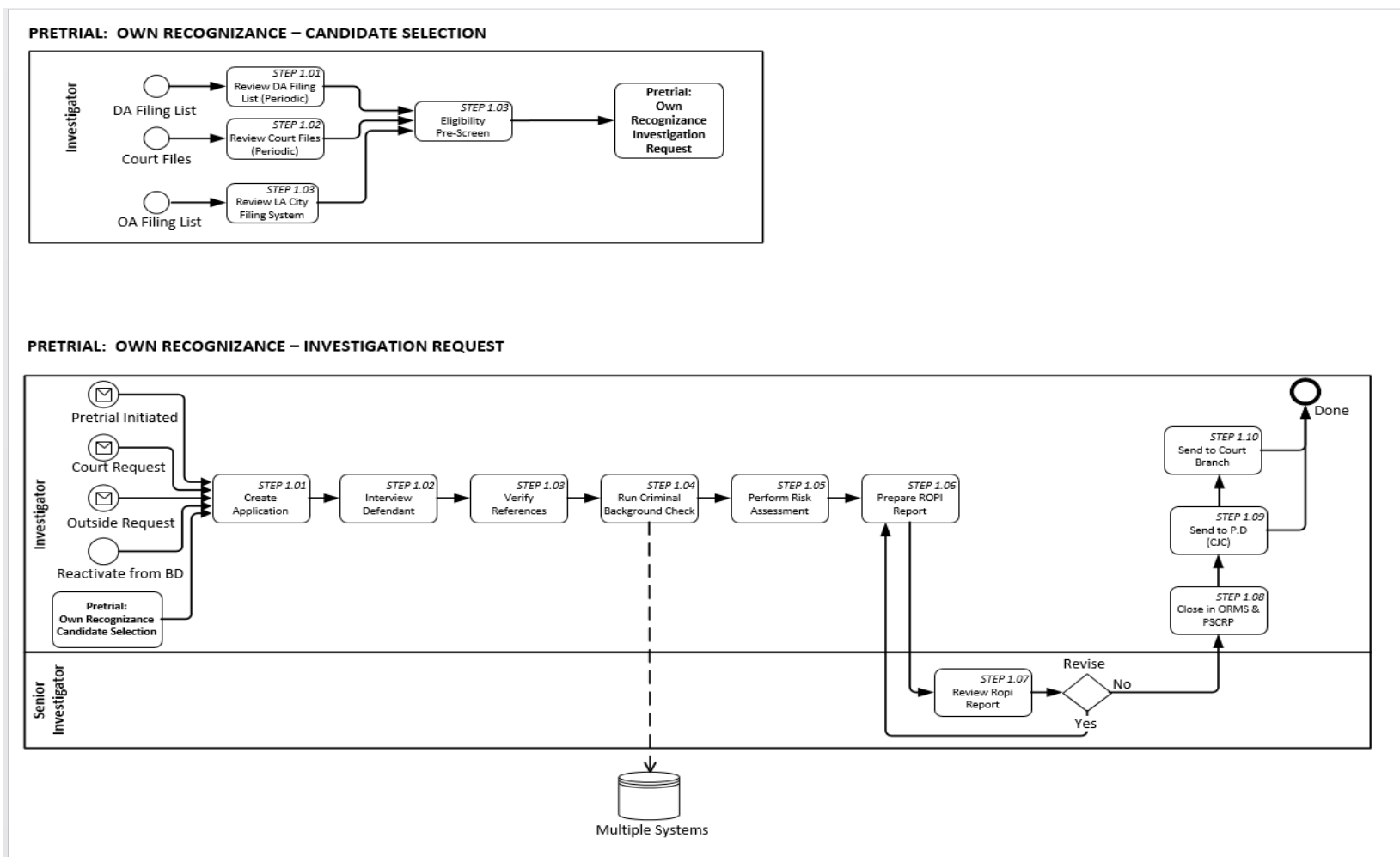
EXISTING WORKFLOWS – STATIC-99R SRG



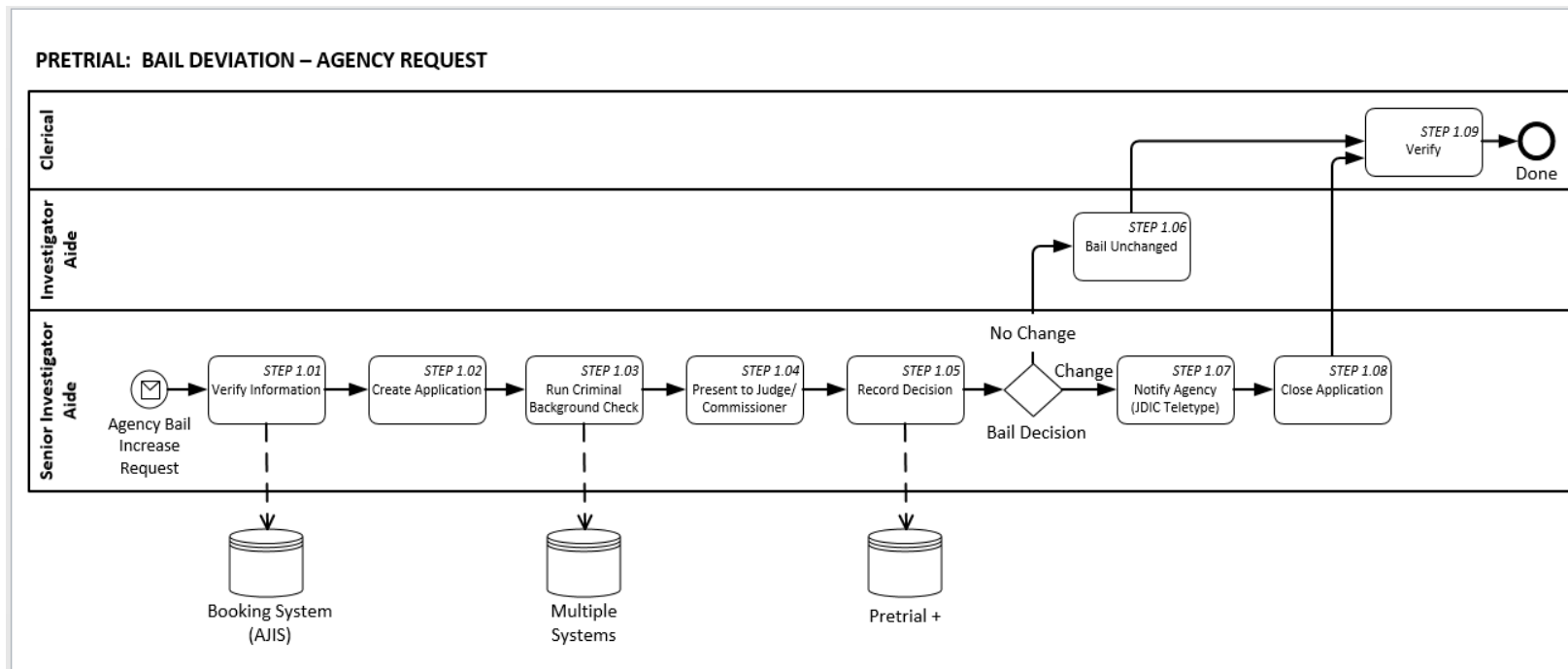
EXISTING WORKFLOWS – STATIC- 99R PRE-SENTENCE & POST-SENTENCE



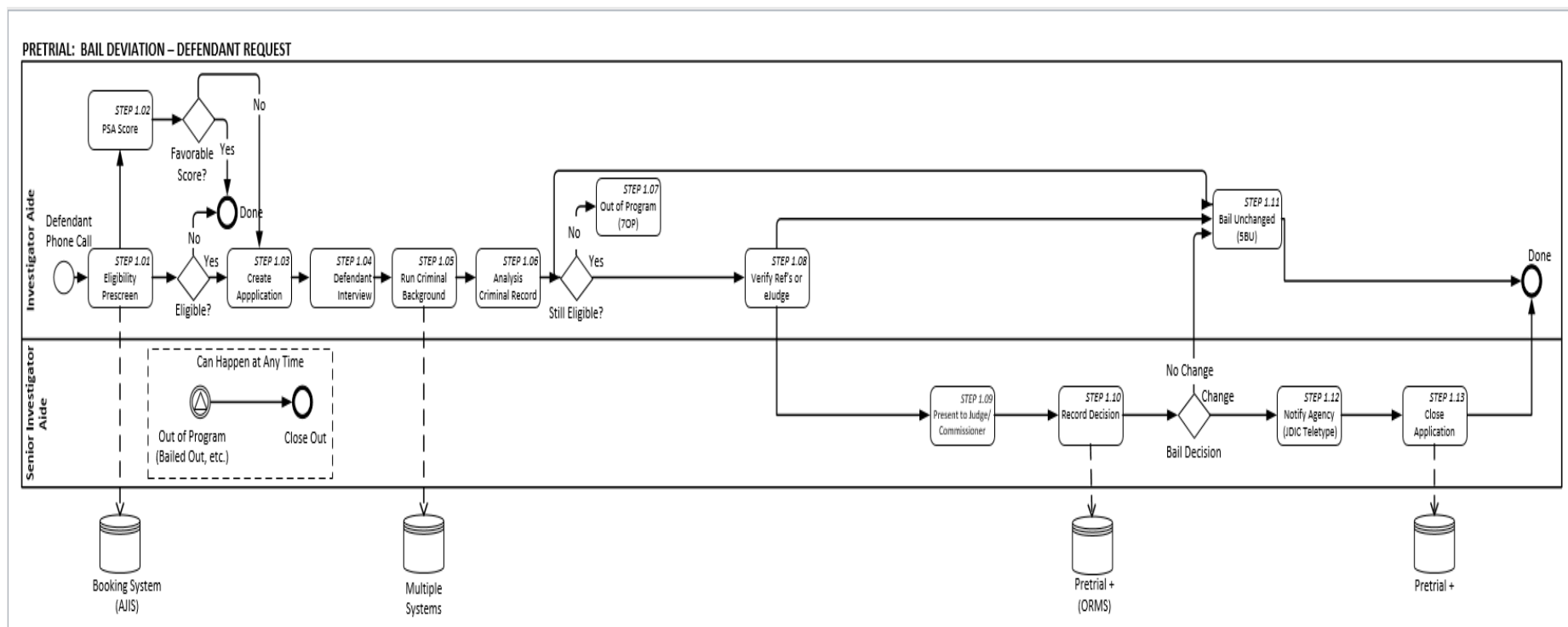
EXISTING WORKFLOWS – OR – CANDIDATE SELECTION & INVESTIGATION REQUEST



EXISTING WORKFLOWS – BD – AGENCY REQUEST

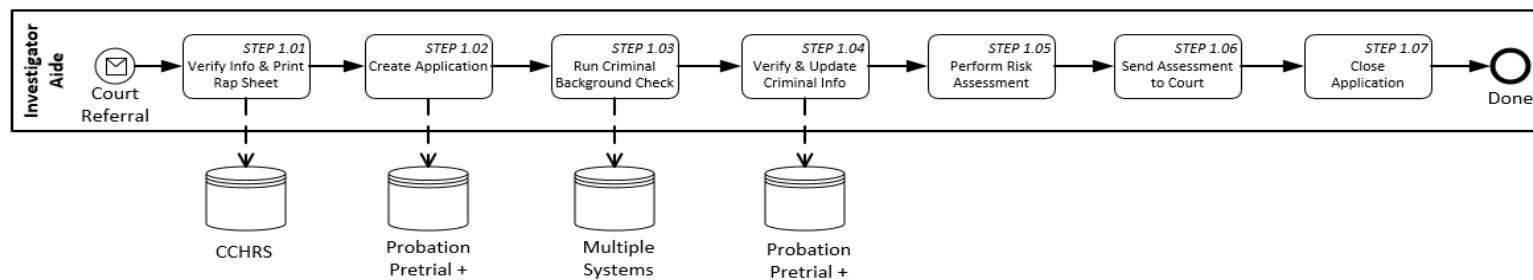


EXISTING WORKFLOWS – BD – DEFENDANT REQUEST

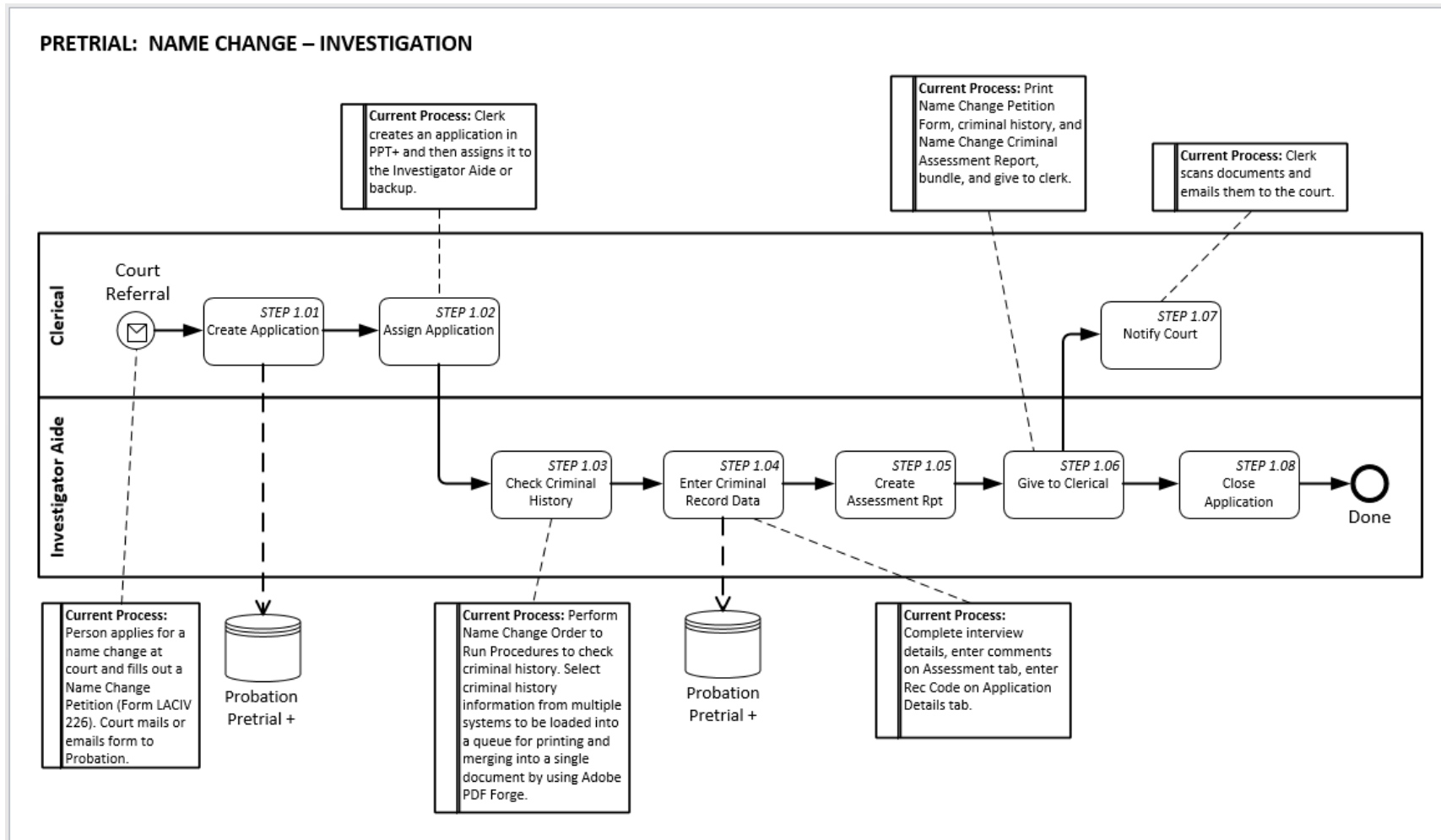


EXISTING WORKFLOWS – DRUG COURT

PRETRIAL: DRUG COURT

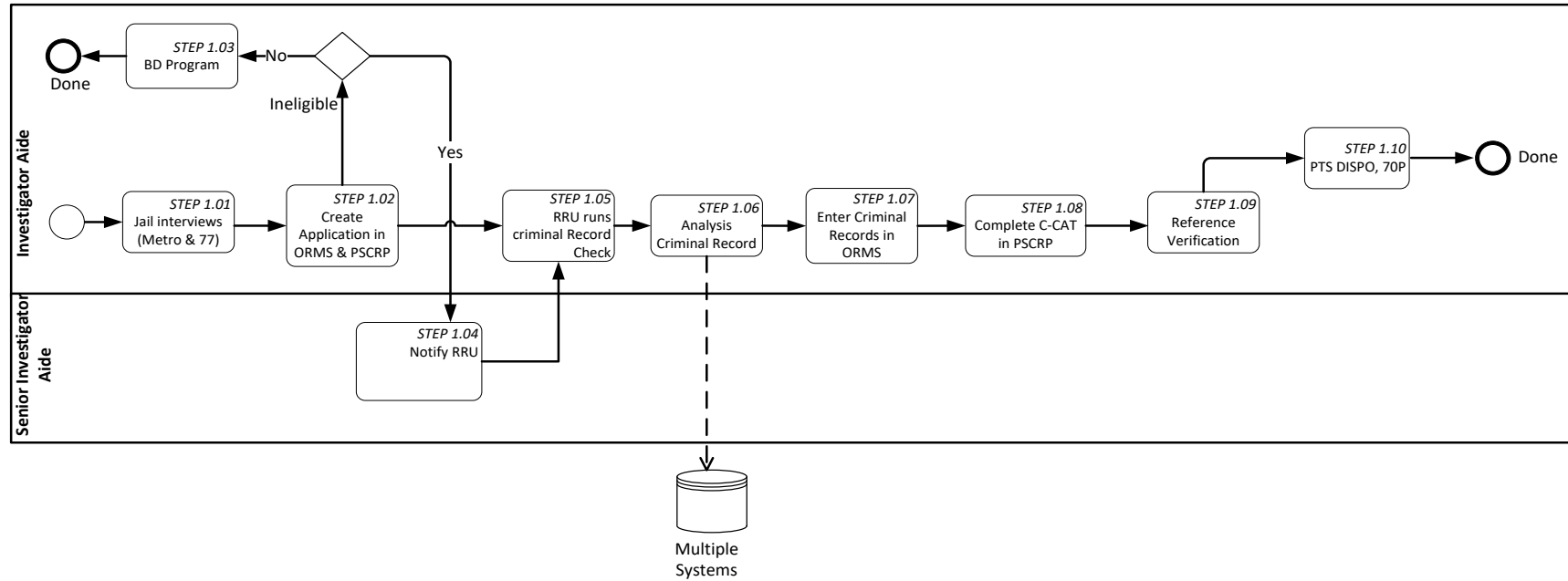


EXISTING WORKFLOWS – NAME CHANGE - INVESTIGATION



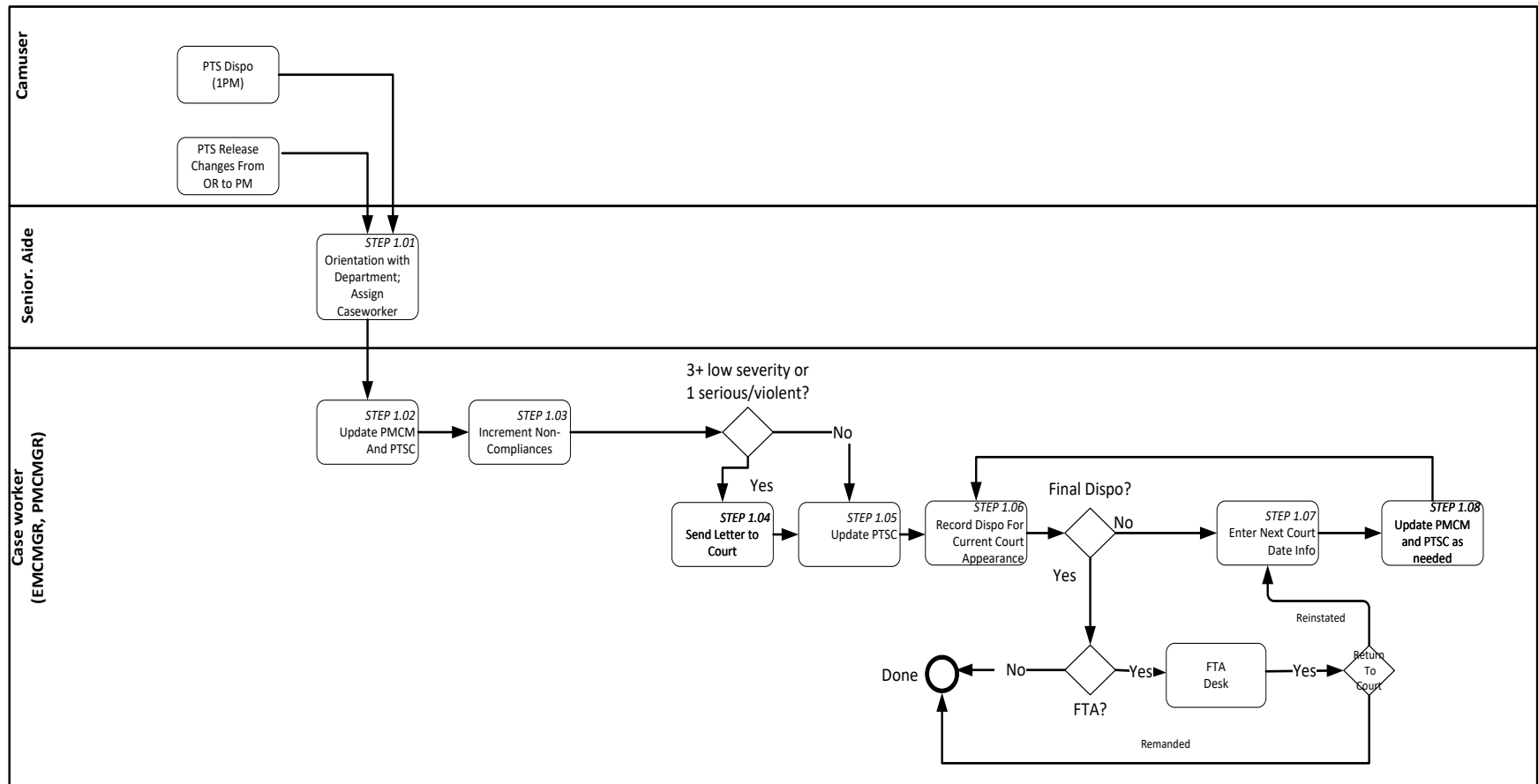
EXISTING WORKFLOWS – RRU

PRETRIAL: RECORD RUNNING UNIT (RRU)



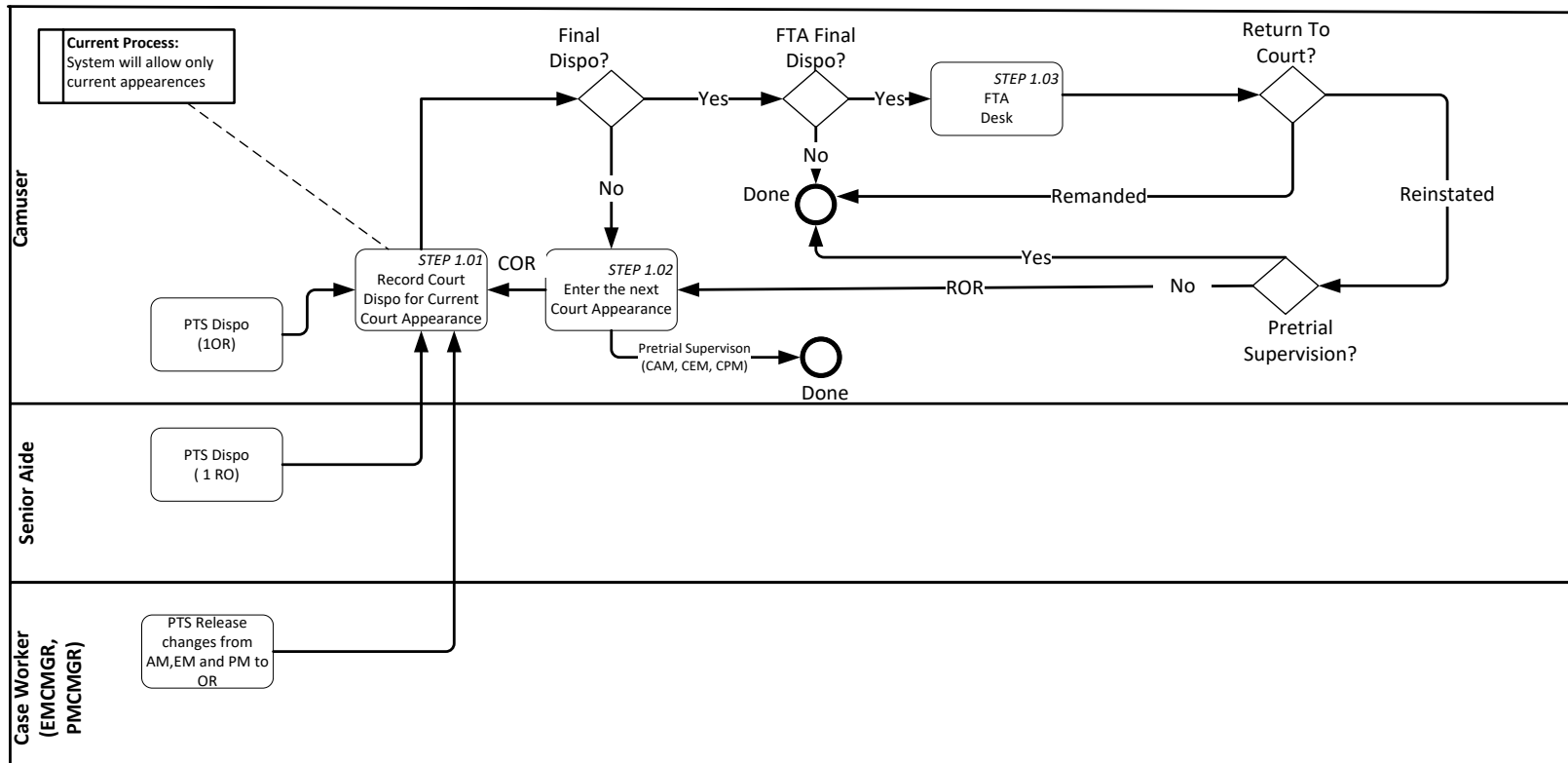
EXISTING WORKFLOWS – PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE

PRETRIAL: PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE

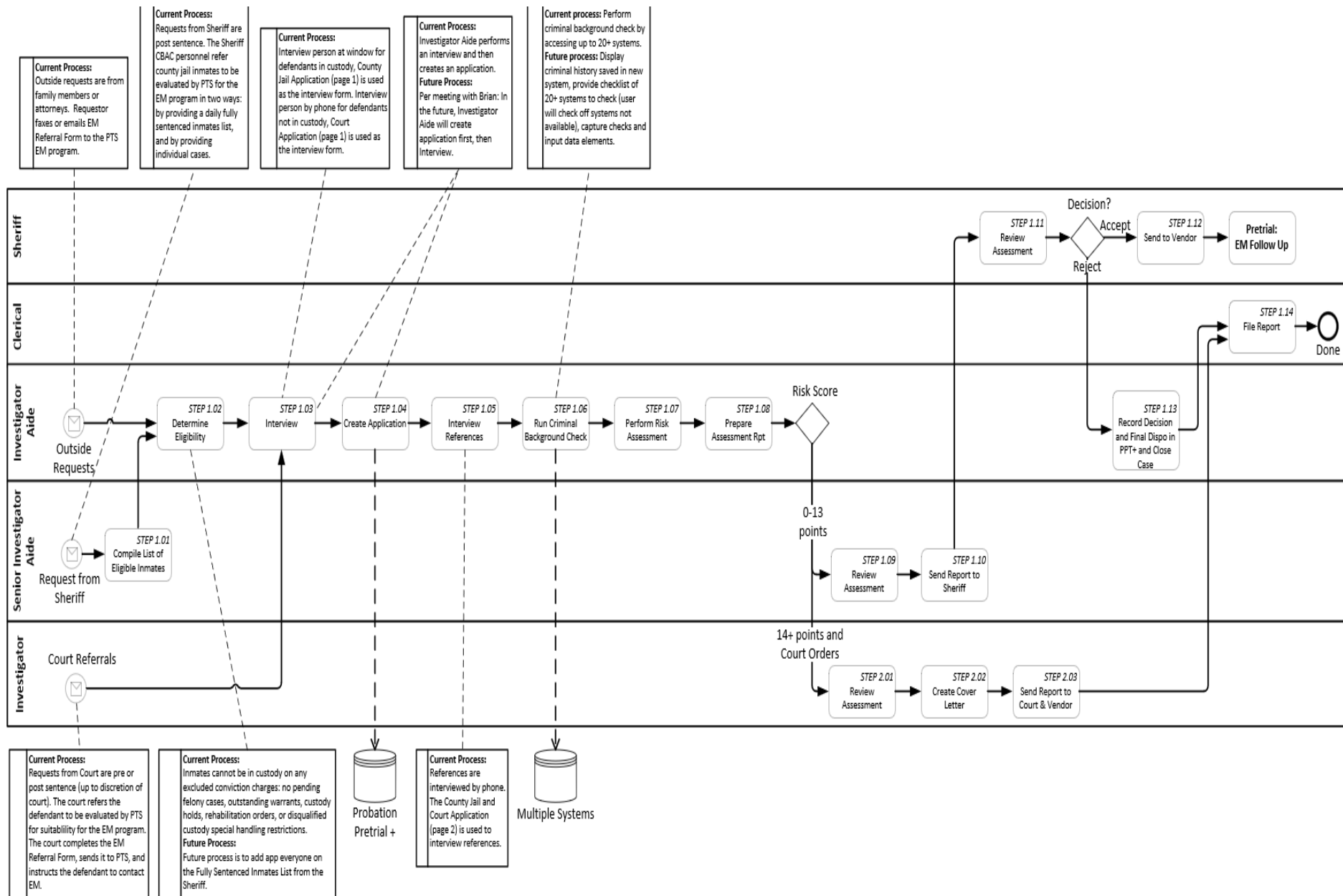


EXISTING WORKFLOWS – REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES

PRETRIAL: REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES

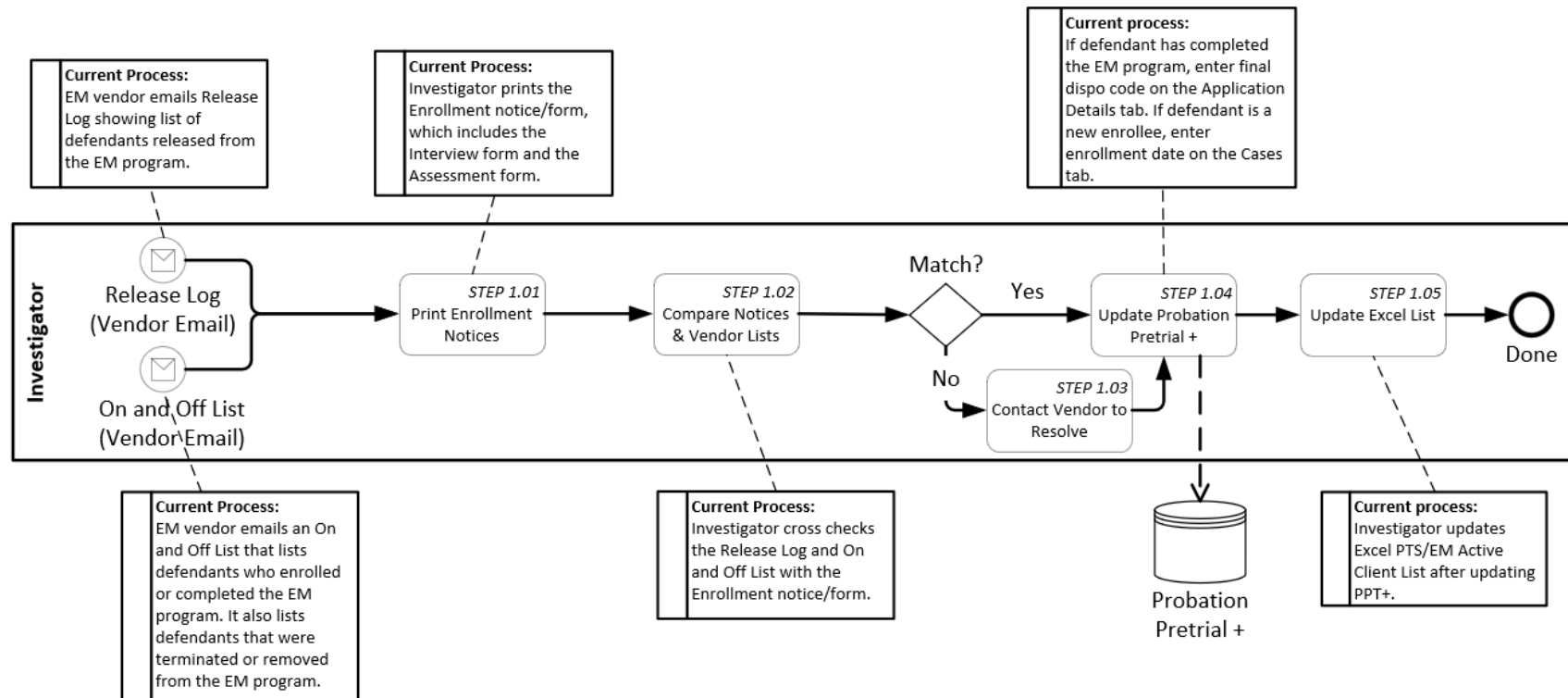


EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – INVESTIGATION (Non-SB10 Pilot Courthouses)

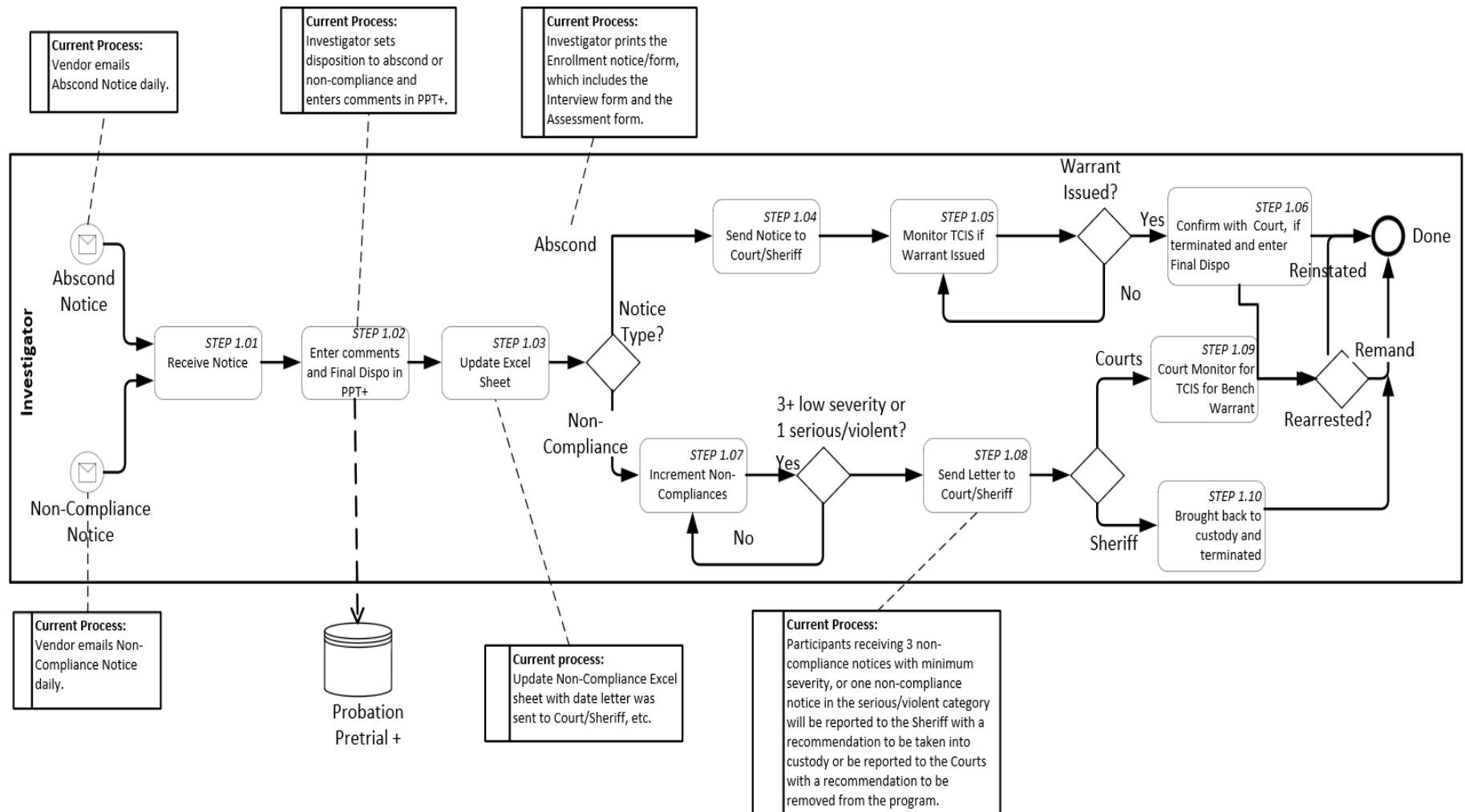


EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP (Non-SB10 Pilot Courthouses)

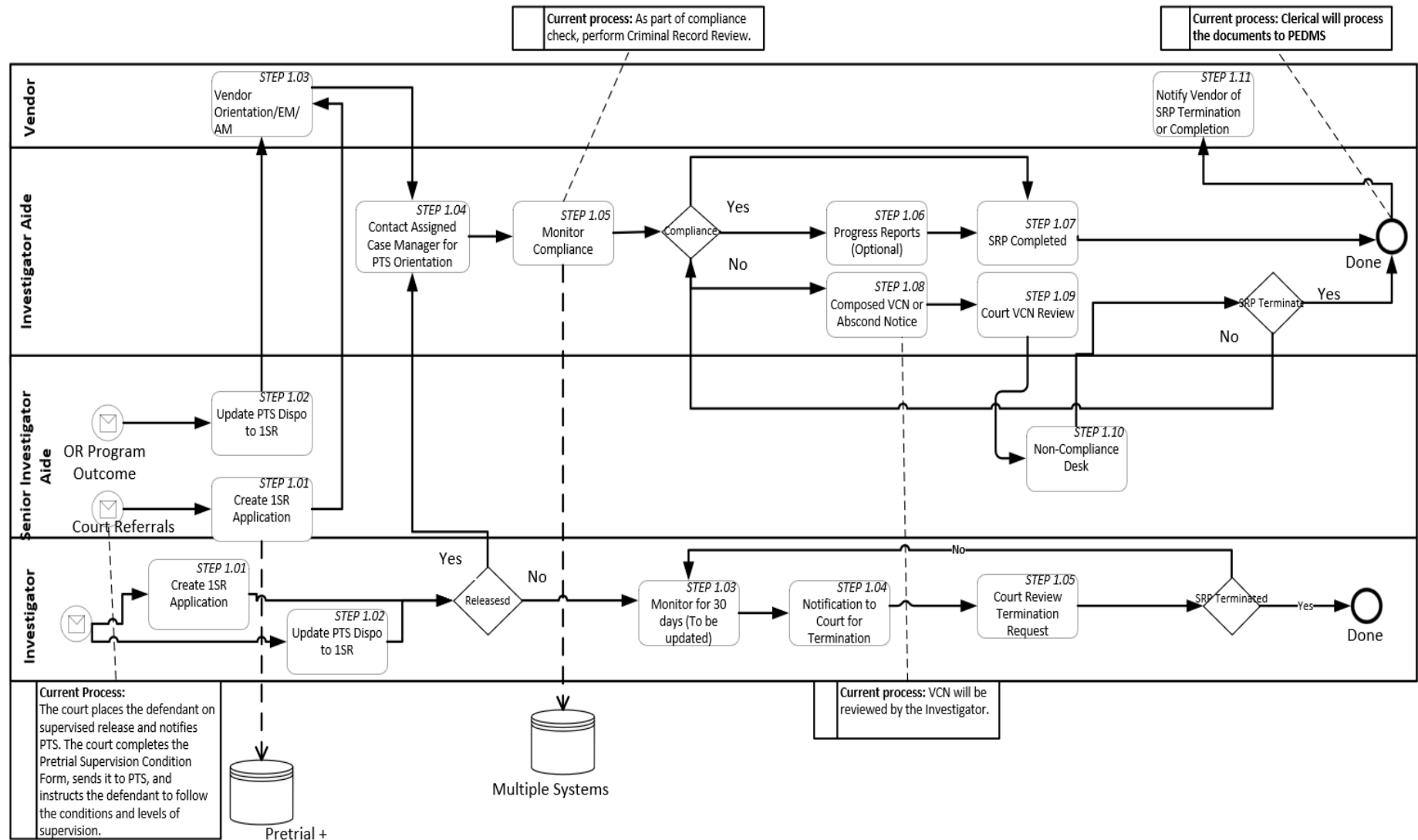
PRETRIAL: ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP (Non-SB10 Pilot Courthouses)



EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – ABSCOND & NON-COMPLIANCE FOLLOW UP (Non-SB10 Pilot Courthouses)



EXISTING WORKFLOWS – SRP- SUPERVISED RELEASE PROGRAM



LASD INTEGRATION REQUIREMENTS

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The County prefers any Interfaces to be specified through OpenAPI 3.0 and the contractor shall follow the Specifications for OpenAPI 3.0 along with the below requirements and others specified in Exhibit A.1. The direction of the data is one-way, i.e., from LASD to the PSAMS Solution via API. The PSAMS Solution integration with LASD must include error handling as per the OpenAPI 3.0 Specification.

- I. Booking API: This is a on demand API and will be triggered after the booking number is entered and the user selects and add defendant action as specified in Exhibit A.1, along with the below requirements.
 1. Contractor shall Interface with LASD and retrieve the data as specified in the table below.

Data Fields			
Field Name	Length	Type	Description
BKG_INMATE_FIRST_NAME	15	string	The arrested person's booked first name
BKG_INMATE_MIDDLE_NAME	15	string	The arrested person's booked middle name
BKG_INMATE_LAST_NAME	20	string	The arrested person's booked last name
BAD_INMATE_STREET_NO	10	string	The arrested person's numeric residential street address
BAD_INMATE_ADDR_STREET_NAME	25	string	The arrested person's residential street name
BAD_INMATE_ADDR_CITY	25	string	The arrested person's residential City
BAD_INMATE_ADDR_ST	2	string	The arrested person's residential State
BAD_INMATE_ADDR_ZIP	5	string	The arrested person's residential zip code

LASD INTEGRATION REQUIREMENTS

Data Fields			
Field Name	Length	Type	Description
BKG_DATE_OF_BIRTH	12	dateTime	The arrested person's date of birth
BKG_SEX	1	string	The arrested person's gender
BKG_HAIR (NO)	1	string	The arrested person's hair color
BKG_EYES (NO)	1	string	The arrested person's eyes color
BKG_HEIGHT (NO)	3	string	The arrested person's height
BKG_WEIGHT (NO)	3	string	The arrested person's weight
BKG_RACE	1	string	The arrested person's ethnicity
BKG_DRIV_LIC_NO	8	string	The arrested person's driving license number
BKG_DRIV_LIC_ST	2	string	The arrested person's driving license issued State
BKG_CII_NO	8	string	The arrested person's state identifier number (CII is unique to CA and it is California Identification Index)
BKG_FBI_NO	9	string	The arrested person's Federal Bureau of Investigation number
BKG_BOOKING_NO	9	string	The arrested person's booking number
BAS_ARR_AGY	4	string	The arresting agency
BAS_ARR_DATE	12	dateTime	The arrested person's arrest date

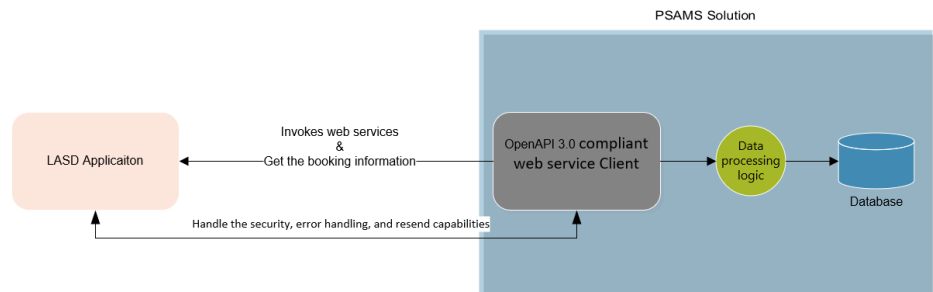
LASD INTEGRATION REQUIREMENTS

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Data Fields			
Field Name	Length	Type	Description
BAR_ARR_CHRG	25	string	The arrested person's primary charge
BAR_ARR_CHRG_LVL	1	string	The arrested person's charge level code
CHARGE_DESC	50	string	The arrested person's charge description

2. The arrest date should be newer or within five years of the on demand date, as specified in SR-146.

PSAMS SOLUTION LASD INTEGRATION API | PROCESS FLOW – HIGH LEVEL



- II. The LASD system will publish a New Arrest event. The New Arrest event will publish each arrest transaction and will include the California CII number and the LASD booking number as specified in the table below.

LASD INTEGRATION REQUIREMENTS

Field Name	Length	Type	Description
BKG_CII_NO	8	string	The arrested person's state identifier number
BKG_BOOKING_NO	9	string	The arrested person's booking number

PSAMS will have a listener API that will receive these data transactions.

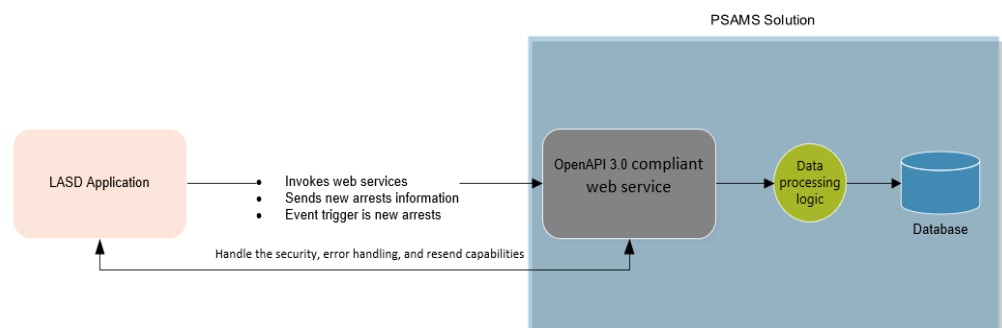
Upon receipt of the incoming transaction, PSAMS will check the CII and Booking Number against the following criteria:

1. CII matches an existing record in PSAMS.
2. Booking number is new; it does *not* match an existing record in PSAMS.
3. The existing record has a status of either Active or Failure to Appear.

If the incoming transaction matches an existing record as specified above, then the existing record is updated to record the additional Booking Number, and the record is flagged for action.

PSAMS places these records in a queue for the appropriate staff member to take action to resolve or assign the case.

PSAMS SOLUTION LASD INTEGRATION API II PROCESS FLOW – HIGH LEVEL



LASD INTEGRATION REQUIREMENTS

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- III. The LASD system will publish a Fully Sentenced Inmate (FSI) event. Each transaction will include the data elements specified in the table below.

Field Name	Length	Type	Description
BKG_BOOKING_NO	9	string	The arrested person's booking number
BKG_INMATE_LAST_NAME	20	string	The arrested person's booked last name
BKG_INMATE_FIRST_NAME	15	string	The arrested person's booked first name
BKG_SEX	1	string	The arrested person's gender
BKG_RACE	1	string	The arrested person's ethnicity
BKG_DATE_OF_BIRTH	10	dateTime	The arrested person's date of birth in MM/DD/YYYY format
BKG-FAC	4	string	The arrested person's booking facility
BKG-MOD	4	string	The arrested person's module
CHARGE_NO	25	string	The arrested person's booking charge
BKG-RELEASE-DATE	10	dateTime	The arrested person's release date
BKG-SENTENCE-STAT	1	string	The arrested person's sentence status level
BKG-HOLD-FLAG	1	string	The arrested person's booking hold flag

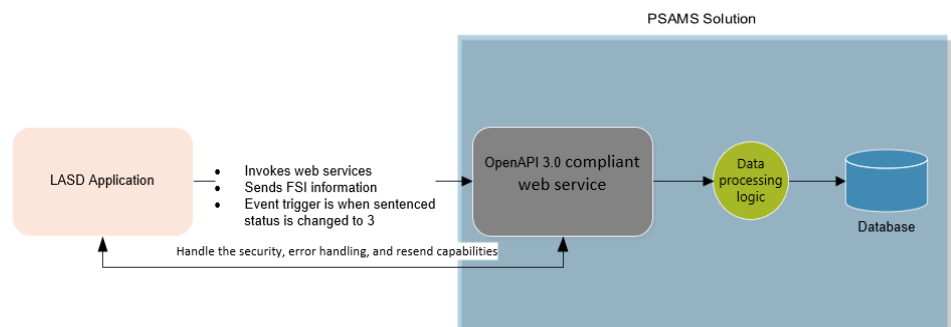
LASD INTEGRATION REQUIREMENTS

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Upon receipt of the incoming transaction, PSAMS will check if the sentenced status is a value of “3” and also if the release date is greater than today’s date plus the number of days in the Pretrial Services Bureau release threshold parameter (expressed in days). PSAMS will provide the ability to modify the threshold parameter as a system setting.

PSAMS places these records in a queue for the appropriate staff member to take action to resolve or assign the case.

PSAMS SOLUTION LASD INTEGRATION API III PROCESS FLOW – HIGH LEVEL



CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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- Contractor shall Interface with the County's planned CJIS 2.0 API, if it is available during PSAMS Solution implementation to get the CJIS Charge Code Table data. Below are the CJIS Charge Code Table elements along with the sample data. The Contractor shall provide a service mechanism specified through OpenAPI 3.0 to receive all this information into PSAMS Solution.

Data Sample

	A	B	C	D	E	F	G	H	I	J	K
1	Code	Statute	Literal_Identifier	Degree	Level	Full_Description	Short_Description	Reduce_Flag	Violent_Flag	Classification_Code	BCS_Hierarchy_Code
2	PC	187(A)		1	F	MURDER - 1ST DEGREE	MURDER - 1ST DEGREE	N	Y	HO	1200
3	PC	187(A)		2	F	MURDER - 2ND DEGREE	MURDER - 2ND DEGREE	N	Y	HO	2300
4	PC	187(A)	1		F	MURDER	MURDER				0
5	PC	187(A)	2		F	MURDER OF HUMAN FETUS	MURDER OF HUMAN FETUS				0
6	PC	187(A)	3		F	MURDER- SPEC ALLEG FOR FINANCIAL GAIN	MURDER-FINANCIAL GAIN				0
7	PC	187(A)	4		F	MURDER-SPEC ALLEG OF PRIOR MURDER CONVICT	MURDER-PRI MURDER CONVICT				0
8	PC	187(A)	5		F	MURDER-SPEC ALLEG OF MULTIPLE MURDERS	MURDER-MULTIPLE MURDERS				0
9	PC	187(A)	6		F	MURDER-SPEC ALLEG BY DESTRUCTIVE DEVICE/BC	MURDER-BOMB/DEVICE/EXPLOS				0
10	PC	187(A)	7		F	MURDER-SEPC ALLEG TO AVOID ARREST OF DURIN	MURDER-AVOID ARREST/ESCAP				0
11	PC	187(A)	8		F	MURDER-SPEC ALLEG BY MAIL BOMB	MURDER-MAIL BOMB				0
12	PC	187(A)	9		F	MURDER-SPEC ALLEG OF A PEACE OFFICER ENGAG	MURDER-PEACE OFFICER				0
13	PC	187(A)	10		F	MURDER- SPEC ALLEG OF FERDERAL OFFICER ENG/	MURDER- FED OFFICER				0
14	PC	187(A)	11		F	MURDER- SPEC ALLEG OF FIREFIGHTER	MURDER- FIREFIGHTER				0
15	PC	187(A)	12		F	MURDER-TO PREVENT TESTIMONY	MURDER-PREVENT TESTIMONY				0
16	PC	187(A)	13		F	MURDER- SPEC ALLEG OF A PROSECUTOR	MURDER- PROSECUTOR				0
17	PC	187(A)	14		F	MURDER- SPEC ALLEG OF A JUDGE	MURDER-JUDGE				0
18	PC	187(A)	15		F	MURDER- SPEC ALLEG OF A PUBLIC OFFICIAL	MURDER-PUBLIC OFFICIAL				0
19	PC	187(A)	17		F	MURDER- SPEC ALLEG LF LYING IN WAIT	MURDER-LYING IN WAIT				0
20	PC	187(A)	18		F	MURDER-SPEC ALLEG DUE TO VICTIM'S RACE/RELI	MURDER-RACE/RELI/NAT/ORG				0
21	PC	187(A)	20		F	MURDER-SPEC ALLEG OF TORTURE	MURDER-TORTURE				0
22	PC	187(A)	21		F	MURDER- SPEC ALLEG OF POISONING	MURDER-POISONING				0
23	PC	187(A)	22		F	WILLFULL,DELIBERATE,PREMEDITATED ATTEMPT	ATTEMPTED MURDER				0

	L	M	N	O
1	Effective_Date	Expiration_Date	Expiration_Reason	Master_ID
2	1970-11-23	2099-12-31		3162
3	1970-11-23	2099-12-31		3165
4	1900-07-01	2099-12-31		10464
5	1900-07-01	2099-12-31		10476
6	1900-07-01	2099-12-31		10482
7	1900-07-01	2099-12-31		10483
8	1900-07-01	2099-12-31		10484
9	1900-07-01	2099-12-31		10485
10	1900-07-01	2099-12-31		11537
11	1900-07-01	2099-12-31		10488
12	1900-07-01	2099-12-31		10489
13	1900-07-01	2099-12-31		10465
14	1900-07-01	2099-12-31		10467
15	1900-07-01	2099-12-31		11536
16	1900-07-01	2099-12-31		10470
17	1900-07-01	2099-12-31		10431
18	1900-07-01	2099-12-31		10472
19	1900-07-01	2099-12-31		10473

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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Parameters & Schema	Type
PATH PARAMETERS id required	integer Matches the internal ID (primary key) of the charge code. Returns an array of zero (no match) or one (match) charge code.
HEADER PARAMETERS x-api-key required	string API key enforced by AWS API Gateway
REQUEST BODY SCHEMA: application/json	
code required	string <= 2 characters
statute required	string <= 18 characters
literal_id	string <= 3 characters Three-character description of specifics associated with the same charge; e.g. COC for Cocaine, PCP for Phencyclidine
degree	string <= 1 characters Identifies the degree of a specific charge. There are only two types of degree, 1 and 2 . Only associated with three charges - burglary, robbery and murder.
offense_level required	string <= 1 characters Enum: "F" "M" "I" "O" "J" Identifies F - felony, M - misdemeanor, I - infraction, O - other, J - juvenile
full_description required	string <= 60 characters
short_description	string <= 25 characters
classification_code	string <= 2 characters Identifies type of charge; e.g. HO - Homicide, RO - Robbery. Originally created based on BCS code groups.
violent_flag	string <= 1 characters Enum: "Y" "N"

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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Parameters & Schema	Type
	Whether charge is classified as a violent offense.
reduce_flag	string <= 1 characters Enum: "Y" "N" Whether a felony charge is reducible to a misdemeanor.
bcs_hierarchy	integer <= 6 characters Originally obtained from BCS code listing and pertains to the seriousness of the offense. Lower numbers are more serious.
eff_date	string <= 10 characters Effective date
exp_date	string <= 10 characters Expiration date; often used to designate a charge as invalid.
reason	string <= 40 characters Reason for expiring a charge

Charge Code API & Schema

```

openapi: 3.0.2
info:
  version: 1.0.0
  title: Charge Code API
  description: API for reading, adding, and updating CJIS charge
codes
servers:
  - url: "http://localhost:6010/api"
    description: "Local workstation, no API Gateway"
  - url: "https://api-dev.codes.lacounty-isab.org/api/v1"
    description: Development environment
  - url: "https://api-test.codes.lacounty-isab.org/api/v1"
    description: Test environment
  - url: "https://api.codes.lacounty-isab.org/api/v1"
    description: Production environment
paths:
  '/ChargeCode/{id}':
    get:
      summary: Get charge by id
      description: Query a single charge code by ID.
      parameters:
        - name: id

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

    in: path
    description: >-
      Matches the internal ID (primary key) of the charge
code.
      Returns an array of zero (no match) or one (match)
charge code.
    required: true
    schema:
      type: integer
  - $ref: "#/components/parameters/x-api-key"
  responses:
    '200':
      $ref: "#/components/responses/ChargeCodeList"
'/ChargeCode/{code}/{statute}':
  get:
    summary: Get charges by code and statute
    description: Match charges with code and statutes that begin
with provided value.
    parameters:
      - name: code
        in: path
        description: Matches the two character code
        required: true
        schema:
          type: string
      - name: statute
        in: path
        description: Matches the beginning of the statue.
        required: true
        schema:
          type: string
      - $ref: "#/components/parameters/x-api-key"
    responses:
      '200':
        $ref: "#/components/responses/ChargeCodeList"
'/ChargeCode/{code}/{statute}/{level}':
  get:
    summary: Get charges by code, statute, and level
    description: Match charges with code and statutes that begin
with provided value.
    parameters:
      - name: code
        in: path
        description: Matches the two character code exactly
        required: true
        schema:
          type: string
      - name: statute
        in: path

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

    description: Matches the beginning of the statue.
    required: true
    schema:
      type: string
  - name: level
    in: path
    description: Matches the charge level exactly
    required: true
    schema:
      type: string
  - $ref: "#/components/parameters/x-api-key"
responses:
  '200':
    $ref: "#/components/responses/ChargeCodeList"
'/ChargeCode':
  get:
    summary: Get all charge codes
    parameters:
      - $ref: "#/components/parameters/x-api-key"
    responses:
      "200":
        $ref: "#/components/responses/ChargeCodeList"
  post:
    summary: Create a charge code
    description: Adds a new CJIS charge code
    parameters:
      - $ref: "#/components/parameters/x-api-key"
    requestBody:
      description: New charge code without id
      content:
        application/json:
          schema:
            $ref: "#/components/schemas/NewChargeCode"
    responses:
      "200":
        description: ID of created charge code
        content:
          application/json:
            schema:
              type: object
              properties:
                insertId:
                  type: integer
              example:
                insertId: 4325
      "400":
        $ref: "#/components/responses/InvalidRequest"
      "403":
        $ref: "#/components/responses/Unauthorized"

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

```

    "500":
      $ref: "#/components/responses/DatabaseError"
    security:
      - cjis-auth: []
  patch:
    summary: Update a charge code
    description: Update an existing charge code
    parameters:
      - $ref: "#/components/parameters/x-api-key"
    requestBody:
      description: Updated charge code with id
      content:
        application/json:
          schema:
            $ref: "#/components/schemas/ChargeCode"
    responses:
      '200':
        description: 200 number of changed rows
        content:
          application/json:
            schema:
              type: object
              properties:
                changedRows:
                  type: integer
            example:
              changedRows: 1
      '400':
        $ref: "#/components/responses/InvalidRequest"
      '403':
        $ref: "#/components/responses/Unauthorized"
      '500':
        $ref: "#/components/responses/DatabaseError"
    security:
      - cjis-auth: []
components:
  schemas:
    NewChargeCode:
      type: object
      required:
        - code
        - statute
        - offense_level
        - full_description
        - template_id
      properties:
        code:
          type: string
          maxLength: 2

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

statute:
  type: string
  maxLength: 18
literal_id:
  type: string
  maxLength: 3
  description: >-
    Three-character description of specifics associated
with
    the same charge; e.g. `COC` for Cocaine,
    `PCP` for Phencyclidine
degree:
  type: string
  maxLength: 1
  description: >-
    Identifies the degree of a specific charge.
    There are only two types of degree, `1` and `2`. Only
    associated with three charges - burglary, robbery and
murder.
offense_level:
  type: string
  maxLength: 1
  description: >-
    Identifies `F` - felony, `M` - misdemeanor, `I` -
infracton,
    `O` - other, `J` - juvenile
enum:
  - F
  - M
  - I
  - O
  - J
full_description:
  type: string
  maxLength: 60
short_description:
  type: string
  maxLength: 25
classification_code:
  type: string
  maxLength: 2
  description: >-
    Identifies type of charge; e.g. `HO` - Homicide, `RO` -
Robbery.
    Originally created based on BCS code groups.
bcs_class_code:
  type: string
  maxLength: 3
  description: >-

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

Page 8 of 14

Numeric BCS code assigned by the state to group charges

by type

of offense.

reduce_flag:

type: string

maxLength: 1

description: >-

Whether a felony charge is reducible to a misdemeanor.

enum:

- Y
- N

violent_flag:

type: string

maxLength: 1

description: >-

Whether charge is classified as a violent offense.

enum:

- Y
- N

register_flag:

type: string

maxLength: 1

description: >-

Whether charge requires subject to register. Three

types of

registration are arson, narcotics and sex. `C` was

later added

for conditional registration.

enum:

- Y
- N
- C

destruct_flag:

type: string

maxLength: 1

description: >-

Whether HS code violations require an agency to destroy

records

after a certain date. Data comes from APS.

enum:

- Y
- N

reporting_district:

type: string

maxLength: 2

description: >-

Abbreviation of state agency receiving reportable data.

Data for

this field originally obtained from MCI.

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

bail_amount:
  type: string
  maxLength: 9
  description: >-
    Originally obtained from bail schedules developed by
Municipal
    and Superior courts.
bcs_hierarchy:
  type: integer
  maxLength: 6
  description: >-
    Originally obtained from BCS code listing and pertains
to the
    seriousness of the offense. Lower numbers are more
serious.
eff_date:
  type: string
  maxLength: 10
  description: Effective date
exp_date:
  type: string
  maxLength: 10
  description: Expiration date; often used to designate a
charge as invalid.
reason:
  type: string
  maxLength: 40
  description: Reason for expiring a charge
composite_key:
  type: string
  maxLength: 33
  description: |
    A concatenation of six fields used to enforce uniqueness
of entries
    within ADABAS table `32757`.
    * `code` - 2 characters
    * `statute` - 18 characters
    * `literal_id` - 3 characters
    * `degree` - 1 character
    * `offense_level` - 1 character
    * `exp_date` - 8 characters
alt_composite_key:
  type: string
  maxLength: 33
  description: Same as `alt_composite_key`
state_cjis_code:
  type: string
  maxLength: 7
  description: Requested by CCHRS in 2002

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

    custody_code:
      type: string
      maxLength: 1
      description: Requested by APS in 1991
    sentence_range:
      type: string
      maxLength: 12
      description: Requested by ACTS and DIMS in 1991
    template_id:
      type: integer
      format: int32
      minimum: 0
      description: Used as primary key by original ADABAS
`32757` table
  ChargeCode:
    allOf:
      - $ref: "#/components/schemas/NewChargeCode"
      - type: object
        required:
          - id
        properties:
          id:
            type: integer
          last_updated:
            type: string
            maxLength: 10
  responses:
    ChargeCodeList:
      description: A list of charge codes
      headers:
        x-amzn-RequestId:
          $ref: "#/components/headers/x-amzn-RequestId"
      content:
        application/json:
          schema:
            type: array
            items:
              $ref: "#/components/schemas/ChargeCode"
          example:
            - id: 2309
              code: PC
              statute: 12220(A)
              literal_id: ""
              degree: ""
              offense_level: M
              full_description: POSSESS/TRANSPORT MACHINEGUN
              short_description: WEAPONS VIOLATION
              classification_code: WE
              bcs_class_code: "846"

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

```

        reduce_flag: ""
        violent_flag: ""
        eff_date: "1991-01-01"
        exp_date: "2011-12-31"
        reason: REPEALED - SEE PC32625
        template_id: 2309
InvalidRequest:
  description: Not authorized; return unauthorized fields
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-RequestId:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: array
        minLength: 1
        items:
          type: string
Unauthorized:
  description: Not authorized; return reason
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-requestid:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: object
        properties:
          reason:
            type: string
        example:
          - reason: Unauthorized fields
DatabaseError:
  description: Server error
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-RequestId:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: object
        properties:
          code:

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

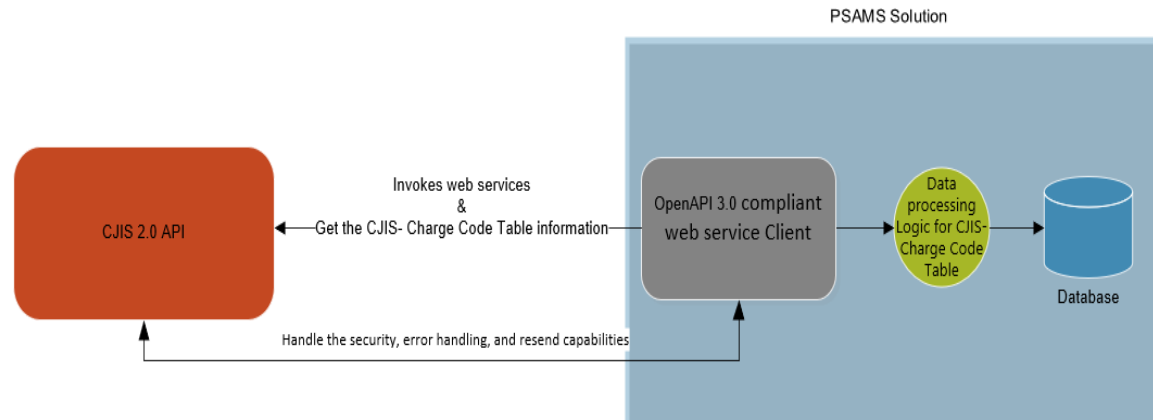
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```
        type: integer
      errno:
        type: integer
      sqlMessage:
        type: string
parameters:
  x-api-key:
    name: x-api-key
    in: header
    description: API key enforced by AWS API Gateway
    schema:
      type: string
    required: true
headers:
  x-amzn-RequestId:
    description: "Logged in AWS API Gateway CloudWatch; formatted
as UUID"
    schema:
      type: string
  x-cjisapi-RequestId:
    description: Audit log reference formatted as UUID
    schema:
      type: string
securitySchemes:
  cjis-auth:
    type: http
    scheme: bearer
    bearerFormat: JWT
```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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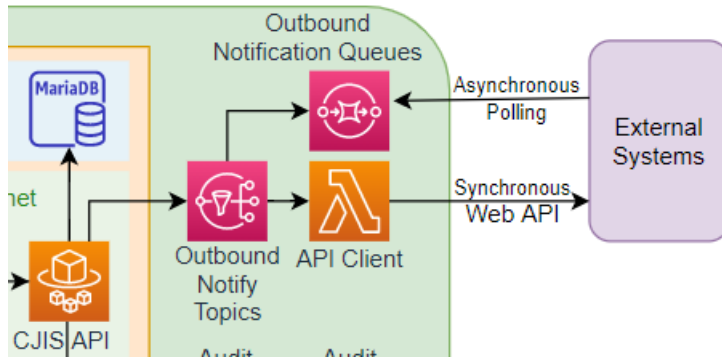
PSAMS SOLUTION CJIS – CHARGE CODE DATA INTEGRATION PROCESS FLOW – HIGH LEVEL



2. The PSAMS solution charge code table shall be automatically updated whenever there are updates to the CJIS Charge Code Table.
3. In the event that County's planned CJIS 2.0 API is not available during the implementation of PSAMS Solution, the contractor shall provide an administrative interface in PSAMS Solution, to update the CJIS Charge Code Table. Any emergency updates shall be done manually by the PTS system administrator as needed.
4. The PSAMS Solution integration with CJIS Charge Code Table must include error handling as per the OpenAPI 3.0 Specification.
5. The PSAMS solution should choose either of the below methods to get the latest information, whenever there are updated to CJIS tables.
 - a) **synchronous** – the subscriber hosts a service that the notification framework calls.
 - b) **asynchronous** – the subscriber polls a queue holding the notification

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

Synchronous & Asynchronous Methods



Data Element	UI Location	Description
Duration	Address, Income	Editable data without system calculation
Record Source	Criminal History	Criminal justice system record source and it is an LOV
Primary Charge	Criminal History	Look up value and editable data
Application ID	Application	Unique ID for the arrest event
Application Date/Time Stamp	Application	Application created date & time
Arrest date & time	Application	Defendant's arrest date & time
Custody Status	Application	Defendant's custody status "I" or "R or "S" and it is an LOV
Booking #	Application	Defendant's booking number
Booked Name	Application	Defendant's booked name- Lastname middle name firstname
Booked Date/Time	Application	Defendant's booked date/time
Arrested Agency	Application	Agency making the arrest. It is an LOV
Jail Location	Application	It is an LOV
Defendant Interviewer	Application	Employee who conducts the interview. It is an LOV (Employee ID or #)
Criminal Record Check	Application	Employee who conducts criminal record check. It is an LOV (Employee ID or #)
Criminal Record Entry	Application	Employee who entered the criminal record. It is an LOV (Employee ID or #)
Linguist	Application	Employee who assists in contacting the defendant's reference usnig bilingual skills. It is an LOV (Employee ID or #)
File Status	Application	It is an LOV ("A", "F", "I")

Data Element	UI Location	Description
Investigations Type	Investigations	It is an LOV ("OR","Drug Court","EM")
Investigations Source	Investigations	It is an LOV
Investigation Date/Time Stamp	Investigations	Investigation created date & time
Case #	Investigations	Court Case #, 14 (YYLLCC#####-##)
Case Name	Investigations	Case name - Lastname middle name firstname
Court Order Date	Investigations	The date that the court ordered the report
Assigning Employee	Investigations	Employee who assigned the investigation to an employee
Assigned Date/Time Stamp	Investigations	Date & time the investigation was assigned to an employee
Investigation Disposition Code	Investigations	Court's release decision.It is an LOV
Court Report Date	Investigations	Court report review date
Court Report Location	Investigations	Court report reviewing location and department and it is an LOV
Court Report Hearing	Investigations	Court report review hearing type (AR, BR, PH...etc) and it is an LOV
Completion Date/Time Stamp	Investigations	The date/time the investigation is complete

TABLES FOR MIGRATION – Phase I

PPT+ (Probation Pretrial Plus) Note: Only current fiscal + last 3 fiscal years data will be migrated not 10 yrs.		
TableName	RowCount(Last 10yrs)	# of Fields & Comments
[dbo].[arrest]	806,821	34, contains Criminal History
[dbo].[appear]	445,351	30
[dbo].[charge]	441,970	36
[dbo].[assess]	434,227	93
[dbo].[cases]	433,080	35
[dbo].[incident]	427,647	47
[dbo].[defendant]	541,506	53, need all the records in the system, as we need all the defendant's info. Records count showing is for all defendants
[dbo].[employ]	35,753	51
[dbo].[contact]	14,729	43
[dbo].[supervision]	14,241	104
[dbo].[crelease]	13,895	13
[dbo].[users]	Around 170	31, bring only active users
[dbo].[lkulanguage] [dbo].[lookuptypes] [dbo].[lkurelationships]		Tyler need to analyze and see, if these look up tables are required to migrate.

Tables Description

PPT+ (Probation Pretrial Plus) Table Names	Description
[dbo].[arrest]	Criminal arrest history table
[dbo].[appear]	Defendant's court appearance table
[dbo].[charge]	Defendant's charge(s) per case
[dbo].[assess]	Individual program assessments
[dbo].[cases]	Defendant's case(s) for each arrest
[dbo].[incident]	The Defendant's arrest event information
[dbo].[defendant]	Defedanat's unique information (Ex: Gender, Ethnicity,CII, fingerprint, DNA, and FBI ..etc)

TABLES FOR MIGRATION – Phase I

Page 2 of 2

[dbo].[employ]	Defendant's financial support history
[dbo].[contact]	Defendant's contact's and references information
[dbo].[supervision]	Defendant's supervision file information
[dbo].[crelease]	Defendant's release information
[dbo].[users]	Probation Pretrial Plus authorized users to use the system
CJIS Tables	
CJIS ARREST AGENCY	Arresting Agency look up value
CJIS CHARGE CODE	Criminal charge look up value
CJIS COURT DEPT/DIV	Court Room look up value
CJIS COURT DISTRICT	Court house look up value
CJIS DEGREE	Criminal charge code degree value
CJIS LANGUAGE CODES	Various native language codes look values
CJIS LITERAL IDENTIFIER	Criminal charge literal decriptive charge look values
CJIS SEX CODES	Gender look up codes
CJIS STATE/COUNTRY	State and Country look up codes
CJIS STREET DIR CODES	Street directions look up codes
CJIS STREET TYPES	Various street types look up codes
CJIS RACE CODES	Ethnicity look up codes

TABLES FOR MIGRATION – Phase II

Pretrial +/-ORMS Note: Only current fiscal + last 3 fiscal years data will be migrated not 10 yrs.

ADABAS Files	RowCount(Last 10yrs)	# of Fields
OR-CRT-CONDITIONS	696	14
OR-CASE-FILINGS	952,361	10
OR-FTA-CHRONO	79	12
OR-CURR-ARRESTS	455,161	14
OR-CRT-ACTIVITY	99,983	18
OR-CRMNL-BASEREC	886,858	20
OR-CRMNL- RPTREC	1,773,716	22
OR-DEFENDANTS	299,171	29
OR-INVESTIGATION	166,272	62
OR-APPLICATIONS	457,671	106
OR Tables		
OR ADDRESS VAL FLAG TBL	8	2
OR APPL TYPE	5	2
OR CUSTODY STATUS	4	2
OR FILE STATUS TABLE	5	2
OR FTA STATUS	3	2
OR JAIL LOCATION TABLE	98	9
OR RACE CODES	20	2
OR-TBL-CCAT-RISK-LEVELS	5	2
OR-TBL-CRT-CONDITIONS	8	2
OR-TBL-HGH-PRFL-CODE	6	2
OR-2001-ATBL-RECOM-CD	84	4
OR-2002-ATBL-CRT-DISP	54	12
OR-2003-ATBL-TEL-CNTCT	15	3
OR-2004-ATBL-CRT-ACTY	14	3
OR-2005-ATBL-FNL-DISP	16	3
OR-2006-ATBL-PTS-STAFF	84	9

TABLES FOR MIGRATION – Phase II

OR-2007-ATBL-PTS-BRNCH	29	16
OR-2015-ATBL-RECOM-RSN	59	2
PHONE NO CLASSIFICATION	6	2
PT CRIME RECORD SOURCE	26	5
CJIS Tables		
CJIS ARREST AGENCY	1,641	25
CJIS CHARGE CODE	10,979	25
CJIS COURT DEPT/DIV	1,389	21
CJIS COURT DISTRICT	75	22
CJIS DEGREE	3	2
CJIS LANGUAGE CODES	173	2
CJIS LITERAL IDENTIFIER	99	2
CJIS SEX CODES	5	2
CJIS STATE/COUNTRY	328	4
CJIS STREET DIR CODES	8	2
CJIS STREET TYPES	39	4
PSCR		
Tables Names	RowCount	# of Fields
dbo.Application	14,330	18
dbo.CcatRisk	14,330	41
dbo.Interview	14,330	66
dbo.InvestigativeCourtReport	14,330	23

26 look up tables for PSCR with each of them having 2 or 3 fields

Tables Description

Pretrial +/-ORMS	
ADABAS Files	
OR-CRT-CONDITIONS	Defendant's court conditions
OR-CASE-FILINGS	Defendant's case information
OR-FTA-CHRONO	Individual comments

TABLES FOR MIGRATION – Phase II

OR-CURR-ARRESTS	Arrested information
OR-CRT-ACTIVITY	Court activity monitoring of released defendants
OR-CRMNL-BASEREC	Criminal history base file
OR-CRMNL- RPTREC	Criminal history detail file
OR-DEFENDANTS	Defendant's unique information (Ex: Gender, Ethnicity,CII, fingerprint, DNA, and FBI ..etc)
OR-INVESTIGATION	Defendant's former application record
OR-APPLICATIONS	Defendant's current application record
OR Tables	
OR ADDRESS VAL FLAG TBL	Pitney-bowes address validation table
OR APPL TYPE	Application type codes
OR CUSTODY STATUS	Defendant's custody status
OR FILE STATUS TABLE	Application filing (Activity status)
OR FTA STATUS	Application failure to appear status
OR JAIL LOCATION TABLE	Defendant's jail location in L.A County
OR-TBL-CCAT-RISK-LEVELS	Criminal Court Assessment tool risk levels
OR-TBL-CRT-CONDITIONS	Court conditions look up values
OR-TBL-HGH-PRFL-CODE	High profile look up values
OR-2001-ATBL-RECOM-CD	PTS disposition look up values
OR-2002-ATBL-CRT-DISP	Court disposition look up values
OR-2003-ATBL-TEL-CNTCT	Defendant's court telephone notification look up values
OR-2004-ATBL-CRT-ACTY	Defendant's court hearing type look up values
OR-2005-ATBL-FNL-DISP	Defendant's final disposition look up values
OR-2006-ATBL-PTS-STAFF	PTS authorized users (active & inactive) to use the system
OR-2007-ATBL-PTS-BRNCH	PTS office location look up values

TABLES FOR MIGRATION – Phase II

OR-2015-ATBL-RECOM-RSN	PTS disposition reason look up values
PHONE NO CLASSIFICATION	Defendant's phone number type
PT CRIME RECORD SOURCE	Criminal record source look up value
PSCRPT Tables	
dbo.Application	Defendant's application and case information
dbo.CcatRisk	Ccat criminal record values
dbo.Interview	Ccat defendant interview information
dbo.InvestigativeCourtReport	Court report values and comments

ORMS PROFILES

ORMS Screen/Report Profiles																			
Screen/Rpt	Functionality	OREXURS	OREXURS1	OREXURS2	ORCLERK1	ORCLERK2	ORCLERK3	OROAI DE (BD)	OROAI DE (OR)	CAMU SER	EMCM GR	PMCM GR	ORSAI DE (BD)	ORSAI DE (OR)	ORSAI DE (PM)	OROIN VR (OR)	OROIN VR (PM)	ORSIN VR	ORMA STR
AIN1	Inquiry	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X
AUPD	Add (BD)				X	X	X	X	X				X			X		X	X
	Add (OR)													X				X	X
	Update (BD)												X					X	X
	Update (OR)									X				X		X		X	X
	Delete																		X
CAMI	Inquiry				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
CAMU	Add									X					X			X	X
	Update									X	X	X			X		X	X	X
	Delete																		X
CSLM	Search														X			X	X
	View										X	X			X		X	X	X
UCLM	Assign														X			X	X
PTSC	Add				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Update												X	X	X			X	X
	Delete												X	X	X			X	X
RIPI	Search												X	X				X	X
	View							X					X	X		X		X	X
BDUP	Update												X					X	X
CREC	Add							X	X				X	X	X	X	X	X	X
	Update							X	X				X	X	X	X	X	X	X
	Delete							X	X				X	X	X	X	X	X	X
ACCL Report	Print												X	X	X			X	X
MDCL Report	Print				X	X	X			X			X	X	X			X	X
PMCM	Add										X	X	X	X	X			X	X
	Delete												X	X	X			X	X

Screen/Rpt	Screen/Rpt Name	Profile	Description
AIN1	Application Inquiry and Response	ORCLERK1	Clerical Line Staff
AUPD	Application Update	ORCLERK2	Clerical Supervisor
CAMI	Court Activity Monitoring Inquiry	ORCLERK3	Secretary

ORMS PROFILES

Page 2 of 2

CAMU	Court Activity Monitoring Update	OROAIDE	Investigative Assistant Line Staff
CSLM	Caseload Management	ORSAIDE	Investigative Shift Leader
UCLM	Unassigned Caseload Management	OROINVR	Investigator Line Staff
PTSC	PTS Tracking Chrono	ORSINVR	Investigative Supervisor
RIPI	In-Progress Investigation	ORMASTR	System Administrator
CREC	Maintain Criminal Record	PMCMGR	Pretrial Monitoring Manager
ACCL Report	Active Caseload Counts List Report	OREXURS	External User - Basic
MDCL Report	Missing Disposition Codes List Report	OREXURS1	External User – Probation Line Staff
PMCM	Pretrial Monitoring Conditions	OREXURS2	External User – Probation Supervisor
		CAMUSER	Clerical Line Staff

DELIVERABLE ACCEPTANCE FORM**Exhibit A.24** Page 1

DELIVERABLE ACCEPTANCE FORM		TRANSMITTAL DATE
(Contractor Name and Address) Tyler Technologies, Inc. 5101 Tennyson Pkwy, Plano, TX 75024		AGREEMENT NAME Pretrial Services Assessment and Monitoring System and Related Services
		COUNTY CONTRACT NUMBER
FROM: <i>Contractor Project Director</i> Name: _____ _____ (Signature Required)	TO: <i>County Project Director</i> Name: _____ Cc: _____ County's Project Manager	
<p>Contractor hereby certifies to County that as of the date of this Deliverable Acceptance Form, it has satisfied all conditions precedent in the above Agreement (including the Exhibits and Attachments thereto and any executed Change Orders or Amendments) to the completion of the Work described below, including satisfaction of all completion criteria applicable to such Work (including obtaining County's approval of any other Work which is a prerequisite to obtaining County's approval of the Work described below). Contractor further represents and warrants that the Work described below has been completed in accordance with the Agreement, including the Exhibits and Attachments thereto and any executed Change Orders and Amendments. County's approval and signature constitutes an acceptance of the Work described below. Capitalized terms used in this Deliverable Acceptance Form without definition have the meanings given to such terms in the Agreement.</p>		
TASK DESCRIPTION	DELIVERABLE DESCRIPTION	OTHER WORK DESCRIPTION
Comments:		
<p>Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including the Exhibits and Attachments thereto, and any executed Change Orders and Amendments, and including any additional documentation reasonably requested by County.</p>		
<p>COUNTY <input type="checkbox"/> APPROVAL OR <input type="checkbox"/> DISAPPROVAL</p> <p>IF DISAPPROVAL, CORRECTIVE ACTION REQUIRED: _____</p> <p>_____</p> <p>_____</p> <p>NAME: _____</p> <p>TITLE: County Project Director</p> <p>SIGNATURE: _____ DATE: _____</p>		

Change Order Form

Exhibit A.25

Page 1 of 2

CHANGE ORDER

Pretrial Services and Monitoring System and Related Services

County Contract Number:

Change Order Title :

Type of Optional Work

Check all that apply

☐ New Software ☐ Professional Services

☐ Other (specify):

Reason for Change

Brief statement of why the change is needed:

Description of Change – Include Requirements, Scope of Work, and Timeline as Appropriate

Brief description of change:

Attached (check all that apply):

☐ Detailed Scope of Work (including tasks, Deliverables, prerequisites and dependencies, and, if applicable, Acceptance Tests)

☐ System Requirements

☐ Third-Party Products

☐ Timeline

☐ Other (specify)

Payment Schedule

Payment Schedule, with Holdbacks, if applicable, as required by Paragraph 7.3.3 of the Agreement.

Pool Dollars Tracking

Pool Dollars Available

Pool Dollars – This Change Order

Pool Dollars Remaining after this Change Order

Change Order Approval

This Change Order is effective as of the latest date indicated below. It is a Change Order under, and subject to the terms and conditions of, the above-referenced Agreement.

For Tyler Technologies

Name / Title

Signature:

Date:

CHANGE ORDER		
<i>Pretrial Services and Monitoring System and Related Services</i>		<i>County Contract Number:</i>
<i>Change Order Title :</i>		
<i>For County Name / Title</i>		
<i>Signature:</i>		<i>Date:</i>

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
AB109	Assembly Bill 109 – transfers responsibility for supervising certain kinds of felony offenders and state prison parolees from state prisons and state parole agents to county jails and probation officers.
AJIS	County's Automated Jail Information System
RAJIS	County's Replicated automated Jail Information System
LASD	Los Angeles Sheriff's Department
APS	County's Adult Probation System – mainframe-based case management system.
AUA	Agreement for Acceptable Use and Confidentiality of County Information Assets
BD	Bail Deviation
CCHRS	County's Consolidated Criminal History Reporting System
CAM	Continued on alcohol monitoring (Look up values for Court disposition)
CEM	Continued on electronic monitoring (Look up values for Court disposition)
CORI	Criminal Offender Record Information
CJC	Criminal Justice Center (Clara fault center.....)
CJIS	Criminal Justice Information Services
CPM	Continued on pretrial monitoring (Look up values for Court disposition)
DCAD	Defendant Comprehensive Assessment Data screen in APS
DCID	Defendant Chrono Information Data screen in APS

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
DISPO	Disposition codes
DIBS	Digital Imaging bar code
DPO	Deputy Probation Officer
DRAD	Defendant Risk Assessment Data model in APS
EDP	Early Disposition Program
eJudge	County's Electronic Judge – Electronic version of the Probable Cause Declaration
EM	Electronic Monitoring
FTA	Failure to Appear
ISB	Information Systems Bureau
JDIC	Justice Data Interface Controller System
OR	Own Recognizance
ORMS	County's Own Recognizance Management System
PEDMS	Probation Enterprise Document Management System is a web-based application that manages Probation Court Reports for both adult and juvenile cases. PEDMS also provides document storage libraries to meet the needs of business operations.
PPT+	County's vendor managed, Probation Pretrial + (PC based system used by Drug Court, EDP, EM, Name Change, and Static-99 programs)

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
PT+	County's Pretrial + is a mainframe-based system used by BD and OR programs. Formerly known as ORMS.
PTS	Pretrial Services
ROPI	Report of Pretrial Investigation
SDPO	Supervising Deputy Probation Officer
TCIS	County's Trial Court Information System
PTS	Pretrial Services
PAS	Pretrial Assessment Services
PSCR	County's Pretrial Services Court Report Portal
ROR	Reinstated on own recognizance release
RRU	Record Running Unit

THIRD PARTY PRODUCTS

The following Third Party Product is being provided by Contractor as part of the PSAMS Solution.

Name	Vendor	Purpose
Dynamic Web Twain	Dynamsoft	To directly import files from a scanner

MINIMUM SYSTEM REQUIREMENTS

PAGE 1 OF 2

This document lists the minimum system requirements for the County Environment. These minimum system requirements may be amended from time to time in accordance with Paragraph 3.5 (Minimum System Requirements) of the Agreement and Section I.D of Exhibit K (Service Level Requirements) to Exhibit A (Statement of Work).

1. End User Hardware

The following are the minimum requirements for end user hardware.

Item	Minimum
Processor	2 GHz Processor
Memory	2 GB RAM
Available hard drive space	2 GB
Video	1280 x 720 Resolution

2. End User Software

The following are the software products normally installed by County on PC workstations or laptops and the minimum software requirements for the PSAMS Solution.

- a. The PC workstation or laptop includes software installed as part of the Los Angeles County Department of Probation standard PC image. County reserves the right to change this software as necessary. Additionally, County reserves the right to run other necessary security and PC management software.

Standard County Software on all PCs or laptops

1. Windows 10 Enterprise 64-bit
2. Adobe Acrobat DC
3. Adobe Acrobat Reader DC
4. Cisco AMP for Endpoints Connector
5. Google Chrome
6. Java 8 Update 261
7. Local Administrator Password Solution
8. Microsoft 365 App for enterprise – en – us
9. Microsoft Edge
10. Microsoft OneDrive
11. Microsoft Teams

MINIMUM SYSTEM REQUIREMENTS

PAGE 2 OF 2

12. Microsoft Silverlight
13. Passport PC to Host
14. Printer Installer Client
15. TeamViewer 10 Host (Laptop)
16. Umbrella Roaming Client (Laptop)
17. VMware Horizon Client (Laptop)
18. zScaler (Laptop)
19. McAfee Agent
20. McAfee DLP Endpoint
21. McAfee File and Removable Media Protection
22. 1McAfee Management of Native Encryption
23. McAfee Endpoint Security Products
24. Endpoint Security Platform
25. Adaptive Threat Protection
26. Threat Prevention
27. Firewall
28. Web Control

- b. Other than a current browser, Tyler Supervision does not require any software installed on County Computers.

3. Minimum Network Requirements

The following are the minimum network requirements for the County Environment.

Item	Minimum
Internet Connectivity (Down)	600kbs
Internet Connectivity (Up)	600kbs

COURT REPORT FORMS – Phase I

Please see below requirements and attached Court Report Forms for Phase I.

A.29.1 Civil Name Change Petition Assessment Report:

A.29.1.a Civil Name Change Petition Assessment Report (Full Criminal Record)

A.29.1.b Civil Name Change Petition Assessment Report (No Criminal Record)

A.29.1.c Civil Name Change Petition Assessment Report (Partial Criminal Record)

A.29.2 Drug Court Assessment Report:

A.29.2.a Drug Court Assessment Report (Full Criminal Record)

A.29.2.b Drug Court Assessment Report (No Criminal Record)

A.29.2.c Drug Court Assessment Report (Partial Criminal Record)

A.29.3 Electronic Monitoring Assessment Report

A.29.4 Static-99R Court Report

A.29.5 Static-99R Facts of the Offense Sheet

A.29.6 Static-99R Coding Form

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

Exhibit A.29

A.29.1.a

Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
03/13/2004	TRESPASSING	M

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment:	THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.	

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	1	2	3	5

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

Exhibit A.29

A.29.1.b

Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
NONE		

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0	0

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

Exhibit A.29
A.29.1.c
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date	A.29.1.c
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020	Page 2 of 2

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
NONE		

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	2	2	4

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department

Pretrial Services Bureau

Drug Court Assessment Report

Exhibit A.29
A.29.2.a
Page 1 of 2

Case Information

File Name		Court / Department		Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122		12/22/2020	
Booking Name		Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA		1234567	12/18/2020
Case Number	Charge	Level	Charge Description		
PA887766-01	PC459	F	COMMERCIAL BURGLARY		
CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56
Residence		Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010		(213) 222-2222	Mobile
RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)			

Financial Support	Monthly Income	Duration
GOVERNMENT ASSISTANCE	\$300	1 YEAR 6 MONTHS
Primary findings (please see Criminal History Summary for supporting information)		

Prior conviction for any felony charges in the last five years: YES

Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7): NO

Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7): YES

Prior revocation of probation or parole not subsequently completed: YES

Currently on an active parole or felony probation grant: NO

Prior felony conviction for drug sales or trafficking: NO

Primary Findings Eligibility: INELIGIBLE

General Comments
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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name	Court / Department	Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020	
Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment:	THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.	

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	2	3	5

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

**Los Angeles County Probation Department
Pretrial Services Bureau
Drug Court Assessment Report**

Exhibit A.29
A.29.2.b
Page 1 of 2

Case Information

File Name		Court / Department		Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122		12/22/2020	
Booking Name		Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA		1234567	12/18/2020
Case Number	Charge	Level	Charge Description		
PA887766-01	PC459	F	COMMERCIAL BURGLARY		
CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56
Residence		Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010		(213) 222-2222	Mobile
RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)			

Financial Support		Monthly Income	Duration
GOVERNMENT ASSISTANCE		\$300	1 YEAR 6 MONTHS
Primary findings (please see Criminal History Summary for supporting information)			

Prior conviction for any felony charges in the last five years: YES

Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7): NO

Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7): YES

Prior revocation of probation or parole not subsequently completed: YES

Currently on an active parole or felony probation grant: NO

Prior felony conviction for drug sales or trafficking: NO

Primary Findings Eligibility: INELIGIBLE

General Comments	
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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name		Court / Department	Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122	12/22/2020	
Booking Name	Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA		1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Los Angeles County Probation Department

Pretrial Services Bureau

Drug Court Assessment Report

Exhibit A.29
A.29.2.c
Page 1 of 2

Case Information

File Name		Court / Department		Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122		12/22/2020	
Booking Name		Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA		1234567	12/18/2020
Case Number	Charge	Level	Charge Description		
PA887766-01	PC459	F	COMMERCIAL BURGLARY		
CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56
Residence		Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010		(213) 222-2222	Mobile
RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)			

Financial Support		Monthly Income	Duration
GOVERNMENT ASSISTANCE		\$300	1 YEAR 6 MONTHS
Primary findings (please see Criminal History Summary for supporting information)			

Prior conviction for any felony charges in the last five years: YES

Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7): NO

Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7): YES

Prior revocation of probation or parole not subsequently completed: YES

Currently on an active parole or felony probation grant: NO

Prior felony conviction for drug sales or trafficking: NO

Primary Findings Eligibility: INELIGIBLE

General Comments

1
2
3
4
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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name	Court / Department	Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020	
Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	2	4

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Electronic Monitoring Assessment Report

Exhibit A.29
A.29.3
Page 1 of 2

Case Information

File Name		Court / LASD Facility		Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122		12/22/2020	
Booking Name		Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA		1234567	12/18/2020
Case Number	Charge	Level	Charge Description		
PA887766-01	PC459	F	COMMERCIAL BURGLARY		
PA887766-01	PC487(A)	F	GRAND THEFT PROPERTY		
PA887766-01	PC594(A)	M	VANDALISM		
PA887766-01	PC466	M	POSSESSION OF BURGLARY TOOLS		
CII	FBI	Probation X #	Driver's License or ID	Status	Expires
12345678	123456AA7	12345678	FL123456789DDY	SUSPENDED	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56
Residence		Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010		(213) 222-2222	Mobile
RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)			

Financial Support	Duration
GOVERNMENT ASSISTANCE	1 YEAR 6 MONTHS

General Comments

1
2
3
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EM Risk Score	EM Risk Level	EM Release Recommendation
12	MEDIUM RISK	2HV – UNSUITABLE / HISTORY OF VIOLENCE

EM Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

SIGNATURE: _____ DATE: _____

Case Information

File Name		Court / Department	Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122	12/22/2020	
Booking Name		Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA	1234567	12/18/2020

EM Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

STATIC-99R ASSESSMENT REPORT

REPORT SEQUENCE NO. _____

THE PEOPLE OF THE STATE OF CALIFORNIA, vs. Defendant	Plaintiff	COURT – DIV/DEPT	ATTY.	JUDGE
	Defendant	HEARING	EXPIRATION DATE (S)	COURT CASE NO./DEF. ID
		C.I.I. NO.		
		PROBATION NO. X-		
		DPO	AREA OFFICE	
WHEREABOUTS		<input type="checkbox"/> NON-APPEARANCE <input type="checkbox"/> INSTRUCTED TO APPEAR BY: _____		

ASSESSMENT REPORT

REASON FOR HEARING:

THE DEFENDANT WAS LAST BEFORE THE COURT ON _____ FOR A(N) _____ HEARING; THE MATTER WAS CONTINUED TO THE INSTANT DATE FOR STATIC-99R ASSESSMENT.

REPORT:

ACCURATE PREDICTION OF THE RISK OF REOFFENSE FOR MALE OFFENDERS REQUIRES USE OF A RISK ASSESSMENT INSTRUMENT BASED ON RESEARCH STUDIES WHICH FOLLOWED RELEASED SEX OFFENDERS AND IDENTIFIED FACTORS ASSOCIATED WITH THOSE WHO RE-OFFENDED. PREDICTIONS OF WHICH SEX OFFENDERS WILL REOFFEND ARE IMPROVED SIGNIFICANTLY WHEN VALIDATED ACTUARIAL INSTRUMENTS ARE USED TO ESTIMATE RISK. AN ACTUARIAL INSTRUMENT IS A LIST OF RISK FACTORS THAT WHEN PRESENT INCREASE THE RISK OF SEXUAL RE-OFFENSE. EACH ITEM IS STATISTICALLY WEIGHTED FOR ITS CONTRIBUTION TO OVERALL RISK. THE LEVEL OF RISK AND PROBABILITY OF SEXUAL RE-OFFENSE FIVE AND TEN YEARS AFTER RELEASE FROM CUSTODY ON THE MOST RECENT SEX OFFENSE CAN BE DETERMINED, NOT FOR THE INDIVIDUAL, BUT BASED ON GROUP RISK PROBABILITIES, DEPENDING ON THE SCORE GROUP THE OFFENDER FALLS INTO. RISK LEVELS FALL AS LONG AS THE PERSON WHO HAS SEXUALLY

1 OFFENDED REMAINS OFFENSE-FREE IN THE COMMUNITY. THE STATIC-99R IS THE MOST WIDELY
2 USED SUCH INSTRUMENT. MANY RESEARCH STUDIES, INCLUDING THOSE SPECIFIC TO CALIFORNIA
3 OFFENDERS, HAVE PROVEN THAT ITS PREDICTIVE ACCURACY IS IN THE MODERATE TO HIGH
4 RANGE. OLDER METHODS OF PREDICTION THAT ARE NOT ACTUARIALLY BASED (SUCH AS
5 UNSTRUCTURED CLINICAL JUDGMENT) HAVE POOR PREDICTIVE ACCURACY THAT IS NO BETTER
6 THAN FLIPPING A COIN.

7 MR. WAS SCORED ON THE STATIC-99R, WHICH IS AN ACTUARIAL MEASURE OF RISK FOR
8 SEXUAL OFFENSE RECIDIVISM. THIS INSTRUMENT HAS BEEN SHOWN TO BE A MODERATE
9 PREDICTOR OF SEXUAL REOFFENSE POTENTIAL (IN A 2016 RECIDIVISM STUDY IN CALIFORNIA, IT
10 ACCURATELY PREDICTED RISK OF REOFFENSE ABOUT 77 % OF THE TIME). MR. 'S SCORE ON
11 THE STATIC-99R WAS , WHICH MEANS HIS RELATIVE RISK LEVEL IS , (SEE TABLE BELOW TO
12 CHOOSE ONE: VERY LOW RISK, BELOW AVERAGE RISK, AVERAGE RISK, ABOVE AVERAGE RISK, OR
13 WELL ABOVE AVERAGE RISK), WHICH REPRESENTS THE RISK OF SOMEONE IN THIS SCORE GROUP
14 BEING CHARGED OR CONVICTED OF ANOTHER SEXUAL OFFENSE WITHIN FIVE YEARS AFTER HE IS
15 RELEASED ON PROBATION. BASED ON THE MOST RECENT 2015 NORMS, THE ESTIMATED RISK FOR
16 THIS SCORE ON THE STATIC-99R IS **CHOOSE AN ITEM.** % OVER FIVE YEARS (REFER TO CHART ON
17 THE STATIC-99R CODING FORM). HIS RISK ON RELEASE FROM A PRISON SENTENCE CANNOT BE
18 CALCULATED UNTIL AGE AT RELEASE ON PAROLE IS KNOWN, SO THE RISK SCORE STATED HEREIN
19 IS PREDICTIVE OF RISK BASED ON HIS AGE ON THE DATE OF THIS PRESENTENCING REPORT. IF MR.

20 HAS A PRIOR CONVICTION FOR A REGISTRABLE SEX OFFENSE, HIS RISK SCORE WAS
21 CALCULATED BASED ON HIS AGE AT RELEASE ON THE MOST RECENT REGISTRABLE SEX OFFENSE,
22 OR HIS AGE TODAY IF HE HAD NO PRIOR REGISTRABLE SEX OFFENSE.

23 RISK FACTORS WHICH ARE NOT MEASURED BY THE STATIC-99R CAN RAISE OR LOWER RISK. THESE
24 INCLUDE CATEGORIES OF RISK SUCH AS SEXUAL INTERESTS, RELATIONAL STYLE, SELF-
25 MANAGEMENT AND ATTITUDES TOWARD SEXUAL OFFENDING. A SEX OFFENDER IN A MANDATED
26 TREATMENT PROGRAM WILL BE ASSESSED BY A CERTIFIED TREATMENT PROVIDER USING
27 DYNAMIC AND VIOLENCE RISK ASSESSMENT INSTRUMENTS DESIGNATED BY THE SARATSO (STATE
28

AUTHORIZED RISK ASSESSMENT TOOLS FOR SEX OFFENDERS) COMMITTEE. THE COMBINED RISK
WILL BE USED TO DETERMINE APPROPRIATE LEVELS OF SUPERVISION AND TREATMENT.

<u>SCORE</u>	<u>LABEL FOR RISK CATEGORY</u>	
-3 TO -2:	LEVEL I	VERY LOW RISK
-1 TO 0:	LEVEL II	BELOW AVERAGE RISK
1 TO 3:	LEVEL III	AVERAGE RISK
4 TO 5:	LEVEL IVA	ABOVE AVERAGE RISK
6+:	LEVEL IVB	WELL ABOVE AVERAGE RISK

PLEASE NOTE: IF MR. _____ IS SENTENCED TO JAIL OR FORMAL SUPERVISION AND HE IS NOT
RELEASED FROM JAIL OR PLACED ON SUPERVISION UNTIL AFTER HIS BIRTHDAY ON _____, HIS
STATIC-99R SCORE MAY BE LOWER GIVEN HIS INCREASED AGE. THEREFORE, MR. _____ WILL NEED TO
BE RE-SCORED BY A SARATSO-CERTIFIED SCORER PRIOR TO RELEASE FROM JAIL OR PLACEMENT ON
SUPERVISION TO PROVIDE A MORE ACCURATE ASSESSMENT OF HIS STATIC RISK.

RESPECTFULLY SUBMITTED,

ADOLFO GONZALES
CHIEF PROBATION OFFICER

READ AND APPROVED BY:

BY: _____
_____, INVESTIGATOR AID
TELEPHONE: _____

_____, SUPERVISOR
TELEPHONE: _____

SUBMITTED: _____ -TYPED: _____ BY: _____

I HAVE READ AND CONSIDERED THE FOREGOING REPORT OF THE PROBATION OFFICER.

JUDGE OF THE SUPERIOR COURT

DATE

FACTS OF OFFENSE SHEET

Please follow these important instructions:

1. Complete this form & submit via PDF to CAHRSO@doj.ca.gov only if the offender you are scoring is required to register as a sex offender
2. Retain a copy in defendant's file
3. Please submit the court minute order at sentencing if available

Defendant's Information

Last Name		First Name		Middle Name	
DOB:	CDCR #	CII Number:	Gender:		

Scoring Probation Officer's Information

Last Name		First Name		Title	
Probation Agency:	Scoring Probation Officer's Direct Phone Number:				

Court Information

Date of Conviction:	Date of Sentencing:	Court Case Number:	
County of Conviction:		Offense(s) Requiring Registration:	Date of Offense: To:
Weapon Used?		Similarities in victimization with current or prior cases?	
<input type="checkbox"/> Yes <input type="checkbox"/> No (Specify Type)		<input type="checkbox"/> Yes <input type="checkbox"/> No (Specify)	

SARATSO Information

Tools/Instruments (check one)	Risk Score(s)	Ineligible for scoring? *	Insufficient documents to score this offender? *
<input type="checkbox"/> STATIC-99R <input type="checkbox"/> JSORRAT-II	Score (Numerical): _____ Risk Category Choose an item. Score Choose an item. Date _____ <small>(based on subsequent index sex offense)</small>	<input type="checkbox"/> Yes (e.g., Category B offense, female offender, juvenile offense committed under age 17) Specify reason offender is ineligible for scoring: _____	<input type="checkbox"/> Yes (Specify below) <input type="checkbox"/> Crime report requested but unavailable <input type="checkbox"/> Prior PSI requested but unavailable <input type="checkbox"/> Other document requested but unavailable Specify: _____

* Please refer to the 2016 revised coding rules which can be accessed on the certified scorer secure login at www.saratso.org.

**SUBMIT FOS & SENTENCING MINUTE ORDER IMMEDIATELY TO DOJ POST-SENTENCING
SUBMIT SCORE TO COURT USING THE NARRATIVE PARAGRAPHS: DO NOT SUBMIT CODING FORM**

Exhibit A.29
A.29.5
Page 2 of 2

1. Complete this form & submit via PDF to CAHRSO@doj.ca.gov, **only if the offender you are scoring is required to register as a sex offender**
2. Complete this MO form for **each** victim; complete only one FOS per case, even if multiple victims
3. Submit this form to Department of Justice (DOJ) only; **DO NOT INCLUDE MO FACT SHEET WITH PRE-SENTENCING REPORT**

**** FOR USE BY PROBATION****

STATIC-99R SCORING WORKSHEET

Exhibit A.29
A.29.6

Offender Name: SMITH, BOB TYLER Probation # X01234567 CII # 12345678 Evaluator E123456 Assessment Date: 05/17/2021

Risk Factor	Codes	Score	Comments
1. Age at Release from Index Sex Offense	Aged 18 to 34.9	1	
2. Ever Lived with Lover for At Least Two Years?	No	1	
3. Index Non-Sexual Violence - Any Convictions	No	0	
4. Prior Non-Sexual Violence - Any Convictions?	No	0	
5. Prior Sex Offense	No Charges No Convictions	0	
6. Prior Sentence Dates (Excluding Index)	4 or more	1	
7. Any Conviction for Non-Contact Sex Offense?	Yes	1	
8. Any Unrelated Victims?	Yes	1	
9. Any Stranger Victims?	Yes	1	
10. Any Male Victims?	Yes	1	
TOTAL SCORE	Risk: Level IVb - Well Above Average	7	

Nominal Risk Levels (2017 version)	Total
Level - I Very Low Risk	-3 to -2
Level - II Below Average Risk	-1 to 0
Level - III Average Risk	1 to 3
Level - IVa Above Average Risk	4 to 5
Level - IVb Well Above Average Risk	6+

ROUTINE SAMPLE
Est. 5-year sexual recidivism rate

Score	Predicted Recidivism Rate	Score	Predicted Recidivism Rate
-3	0.9	4	11.0
-2	1.3	5	15.2
-1	1.9	6	20.5
0	2.8	7	27.2
1	3.9	8	35.1
2	5.6	9	43.8
3	7.9	10	53.0

Additional comments/Explanation: Mr. SMITH was scored on the Static-99R, which was an actuarial measure of risk for sexual offense recidivism. This instrument has been shown to be a moderate predictor of sexual re-offense potential. Mr. SMITH received a total score of 7 [or _____ ineligible], which places him in the Well Above Average [e.g., Low] Risk Category.

Index Offense & Date: 04/01/2021

Evaluator Signature_____

Reviewer Signature_____

LETTERS AND NOTIFICATIONS – Phase I

Please see below requirements and attached Letters and Notifications for Phase I.

A.30.1 STATIC-99R Ineligible Notifications:

A.30.1.a STATIC-99R Ineligible Notification (Age of Minor)

A.30.1.b STATIC-99R Ineligible Notification (Female Defendant)

A.30.1.c STATIC-99R Ineligible Notification (Child Pornography with
No Indentifiable Sex Victim(s))

A.30.1.d STATIC-99R Ineligible Notification (Human Trafficking with
No Sex Crime)

A.30.1.e STATIC-99R Ineligible Notification (No Sex Crime)

A.30.2 EM Violations Notifications:

A.30.2.a EM Violation Notification – Court Non-Compliance

A.30.2.b EM Violation Notification – DPO Abscond Notification

A.30.2.c EM Violation Notification – LASD Non-Compliance



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 28, 2021

The Honorable Judge Bob Smith
Eastlake Courthouse, Department 204

RE: Christopher Lewis Jones-Williams
Case: FJ123456
DOB: April 1, 1997
Booking #: 001234567
JAIN #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named former minor for a scheduled Pre-Plea hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R Program eligibility guidelines, evaluations of juveniles who have committed sexual offenses when they were 16 years of age or younger at the time the sex crimes were committed, are not recommended; therefore, the former minor is not eligible for a STATIC-99R Risk Assessment.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



Exhibit A.30
A.30.1.b

June 28, 2021

The Honorable Judge Bob Smith
Michael D. Antonovich Antelope Valley Courthouse, Department A18

RE: Christopher Lewis Jones-Williams
Case: LA123456-01
DOB: April 1, 1963
Booking #: 001234567
CII #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R Program eligibility guidelines, this instrument is not recommended for females; therefore, the Defendant is not eligible for a STATIC-99R Risk Assessment.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 28, 2021

The Honorable Judge Bob Smith
Van Nuys Courthouse, Department 122

RE: Christopher Lewis Jones-Williams
Case: LA123456-01
DOB: April 1, 1963
Booking #: 001234567
CII #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R official coding rules the assessment is not recommended for use on an individual whose only offense involves PC311.11(A) (Felony) ~ Obscene Matter when there is no identifiable named victim(s) in the digital files. Consequently, no risk assessment score is provided. His offense does not fit the criteria for those who can be assessed with this risk assessment tool.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 28, 2021

The Honorable Judge Bob Smith
Van Nuys Courthouse, Department 122

RE: Christopher Lewis Jones-Williams
Case: LA123456-01
DOB: April 1, 1963
Booking #: 001234567
CII #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Probation and Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the program eligibility guidelines; someone who has been charged or convicted with a Category "B" Offense PC236.1(B) - Human Trafficking: Deprive Personal Liberty and PC266H(A) - Pimping; where no actual sexual acts occurred between the defendant and the victim(s); the defendant is not eligible for a STATIC-99R Risk Assessment report.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 28, 2021

The Honorable Judge Bob Smith
Van Nuys Courthouse, Department 122

RE: Christopher Lewis Jones-Williams
Case: LA123456-01
DOB: April 1, 1963
Booking #: 001234567
CII #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Probation and Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

The defendant is **INELIGIBLE** to be scored based on the Official Coding Rules of the STATIC-99R Program. It appears this case does not have any sexual components; therefore, no risk assessment score is provided since his offenses do not fit the criteria for those who can be assessed with this risk assessment tool. **However, in the event the above statement is inaccurate, please provide documents and or information with sexual motives and a STATIC-99R Risk Assessment Report will be provided.**

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 30, 2021

Honorable Dorothy B. Reyes

Clara Shortridge Foltz Criminal Justice Center, Department 35

RE: Christopher Lewis Jones-Williams

Case: 20STCP12345-01

EM Number: 2021-0034567

Subject: Non-Compliance Notification

This is a request for your review and consideration to reprimand the above defendant. As of today, the above named defendant has failed to comply with the conditions of the Electronic Monitoring (EM) Program as follows:

The defendant has accumulated ten (10) Non-Compliance Reports (NCR) indicating her failure to comply with program rules. These NCR's consist of multiple violations that include, but not limited to 1) failure to perform required alcohol tests; 2) failure to keep her equipment charged; and 3) failure to adhere to the conditions of the participant contact.

It's our recommendation that the defendant be remanded to custody.

RE: Christopher Lewis Jones-Williams
EM Number: 2021-0034567
Page 2 of 2

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



Exhibit A.30
A.30.2.b
Page 1 of 2

June 30, 2021

Jane Smith, SDPO
Pomona Valley Area Office
Los Angeles County Probation Department'

RE: Christopher Lewis Jones-Williams
X-Number: 12345678
Case: 20STCP12345-01
EM Number: 2021-0034567

Subject: Abscond Notification

As of 06/30/2021, the above named absconded from the Los Angeles County Probation Department's Electronic Monitoring Program (EM), and therefore, did not complete his jail sentence.

Miles Joseph Vivirito was sentenced on 01/10/20 to serve 180 days in county jail for PC245(A)(4). On 01/22/2020, Mr. Vivirito was released on EM pursuant to PC1203.016. He signed agreement and consent forms, had a transmitter placed on his ankle and completed the necessary transactions for his release and enrollment with Corrective Solutions. He was assigned to the Lancaster Office, Case Manager Veronica Ramirez, telephone number 855-278-3162 ext. 179.

On 02/11/2020 at 8:49 p.m., Mr. Vivirito's monitoring unit went into a Tamper Status. A tamper signal indicates that the ankle strap transmitter has been tampered with or the unit has been removed. On 02/12/2020 at 8:20 a.m., an attempt was made to contact Mr. Vivirito on his cell phone number 661-245-2603; the phone was answered by his mother who gave details of what happened. The whereabouts of the defendant remain unknown.

It's our recommendation that this matter be reviewed for filing of a violation of probation.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

RE: Christopher Lewis Jones-Williams
EM Number: 2021-0034567
Page 2 of 2

Exhibit A.30
A.30.2.b
Page 2 of 2

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 30, 2021

John Smith, Lieutenant
Community Based Alternative to Custody
Los Angeles County Sheriff's Department

RE: Christopher Lewis Jones-Williams
Booking: 001234567
EM Number: 2021-0034567

Subject: Non-Compliance Notification

This is a request for your review and consideration to reprimand the above defendant. As of today, the above named defendant has failed to comply with the conditions of the Electronic Monitoring (EM) Program as follows:

The defendant has accumulated one (1) Abscond Notice and one (1) Non-Compliance Report (NCR) indicating his failure to comply with program rules, consisting of 1) failure to allow the EM Case Manager to inspect Equipment Master Tamper as required; 2) refused to participate in the Electronic Monitoring Program; 3) failing to comply with program rules; and 4) having negative behavior, and/or not cooperating with staff administrators

It's our recommendation that the defendant be remanded to custody.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

RE: Christopher Lewis Jones-Williams
EM Number: 2021-0034567
Page 2 of 2

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator

COURT REPORT FORMS – Phase II

Please see below requirements and attached Court Report Forms for Phase II.

A.31.1 Report of Pretrial Investigation – Court Pilot:

A.31.1.a Report of Pretrial Investigation – Court Pilot (Full Criminal Record)

A.31.1.b Report of Pretrial Investigation – Court Pilot (No Criminal Record)

A.31.1.c Report of Pretrial Investigation – Court Pilot (Partial Criminal Record)

A.31.2 Report of Pretrial Investigation – Branch:

A.31.2.a Report of Pretrial Investigation – Branch (Full Criminal Record)

A.31.2.b Report of Pretrial Investigation – Branch (No Criminal Record)

A.31.2.c Report of Pretrial Investigation – Branch (Partial Criminal Record)

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.1.a
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition: 3 YRS SUMMARY PROBATION; 90 DAYS JAIL			
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition: 3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE			
Comment: PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL			
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition: 1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE			
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition: 3 YRS FORMAL PROBATION; 180 DAYS JAIL			
Comment: PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON			
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition: 10 DAYS JAIL; \$50 FINE			

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment: THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	2	3	5

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level

MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.1.b
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level
MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.1.c
Page 1 of 3

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level
MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name		Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAC 30	12/22/2020
Case Number	Charge	Charge Description	
BA123456-01	PC211	ROBBERY – 1 st DEGREE	

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.2.a
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.2.b
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
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Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.2.c
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020
Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

LETTERS AND NOTIFICATIONS – Phase II

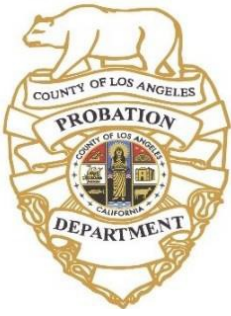
Please see below requirements and attached Letters and Notifications for Phase II.

A.32.1 Notice to Court of Abscond

A.32.2 Notice to Court of Non-Compliance

A.32.3 Notice of Court of Progress

All the above notices shall show the name and title of the Chief Probation Officer at that time the report is generated. The system shall provide the County with the ability to update the Chief Probation Officer's name with the effective dates of the Chief's tenure.



County of Los Angeles Probation Department

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF ABSCOND

CASE NUMBER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	NAME:	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	COURT:	DEPARTMENT:
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER NEXT COURT DATE

ABSCOND INFORMATION

ABSCOND DATE:	TIME:
ENTER DATE	ENTER ABSCOND TIME

☐ TAMPER ☐ DEAD BATTERY ☐ OTHER

ENTER OTHER REASON

CIRCUMSTANCES:

ENTER CIRCUMSTANCES HERE

RESPECTFULLY SUBMITTED,

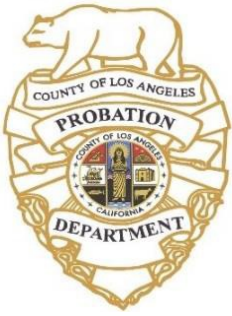
READ AND APPROVED BY:

BY: _____

ENTER NAME, CASE MANAGER

ENTER NAME, TITLE

DATE: ENTER DATE



County of Los Angeles Probation Department

Exhibit A.32
A.32.2
Page 1 of 2

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF NON-COMPLIANCE

CASE NUMBER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	NAME:	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	COURT:	DEPARTMENT:
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER DATE

NON-COMPLIANCE INFORMATION

ALLEGED NON-COMPLIANCE:

ENTER ALLEGED NON-COMPLIANCE HERE

DEFENDANT'S STATEMENT:

ENTER DEFENDANT STATEMENT

RECOMMENDATION:

- ☐ REVOCATION OF PRETRIAL MONITORING AND RETURN TO CUSTODY
- ☐ CONTINUED PARTICIPATION IN PRETRIAL MONITORING WITH ADDITIONAL CONDITIONS:

ENTER ADDITION CONDITIONS

RESPECTFULLY SUBMITTED,

BY: _____

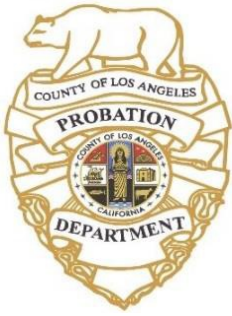
ENTER NAME, CASE MANAGER

READ AND APPROVED BY:

ENTER NAME, TITLE

NOTICE TO COURT OF NON-COMPLIANCE

DATE: ENTER DATE



County of Los Angeles Probation Department

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF PROGRESS

CASE NUMBER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	NAME:	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	COURT:	DEPARTMENT:
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER NEXT COURT DATE

INFORMATION ON PROGRESS

COMMENTS:

ENTER COMMENTS
RESPECTFULLY SUBMITTED,

READ AND APPROVED BY:

BY: _____

ENTER NAME, CASE MANAGER

ENTER NAME, TITLE

DATE:

PSAMS DELIVERABLE EXPECTATION DOCUMENT

Deliverable #	Date	Source(s)	Deliverable Name	Tyler Contact
Deliverable Description				
Deliverable Development Process and Content				
Acceptance Criteria				
Acceptance Process (As specified in Subparagraph 5.1 (Acceptance Criteria).				
Notes				

PSAMS DELIVERABLE EXPECTATION DOCUMENT

Tyler Recommendation		County Action	
Approve	<input type="checkbox"/> Deliverable Scope / Approach Approved	<input type="checkbox"/> Deliverable Scope / Approach Requires Adjustments Prior to Start	
APPROVED: Tyler Project Manager or Project Executive		APPROVED: County	
<div>X</div> <div>First Name – Last Name Project Manager – Tyler Technologies, Inc.</div>		<div>X</div> <div>First Name – Last Name Project Manager – County</div>	

LICENSED SOFTWARE DESCRIPTIONS

Enterprise Supervision¹ Functionality. Enterprise Supervision meets the following functionality requirements:

- a. Record Personal Information
 - 1. Identifying numbers (e.g. Driver License, State Id, FBI)
 - 2. Alternative names/Aliases
 - 3. Related Individuals
 - 4. Upload pictures/mugshots
 - 5. Scars/marks
 - 6. Addresses including email for notification
 - 7. Add flags/alerts
 - 8. Phone numbers including cell for text notification
 - 9. Medical Info
 - 10. Online identities/social media
 - 11. Education
 - 12. Employment/income
 - 13. Military service
 - 14. Gang involvement
 - 15. Vehicles
 - 16. View Personal Summary navigate directly to case, person, alerts, events
financials, documents
 - 1. Send individual text or email to client
 - 17. Perform Individual Search using a variety of search criteria
 - 1. Soundex feature
 - 2. Perform Spot Check for data accuracy
 - 18. View File Activity
 - 1. View/filter Activities, Financial Activities, Hearings Programs, Drug Tests, Payments, Automated Reminders
 - 2. Search includes key word search on Notes
- b. Officer assignment
- c. Conditions and compliance tracking
 - 1. View and maintain active and Inactive terms
 - 2. Prefill terms and conditions using boilerplate
- d. Case Information
 - 1. Create new cases or review previous case history
 - 1. Enter referral type
 - 2. View/enter Case Status
 - 3. Make caseload assignments
 - 4. View/Enter court case information (e.g. Judge, DA, Defense Atty, etc.)
 - 5. View/Enter Bail information
 - 6. View/Enter Transfer and Arrest information

¹ **Note:** Also referred to as Tyler Supervision.

LICENSED SOFTWARE DESCRIPTIONS

7. Record Blood Alcohol Content information
8. Record DOJ SRF notes and other case notes
9. Scan/Upload associated case documents
2. Enter Offense Information
 1. Record Counts, Code type (e.g. Penal, Fish & Game, Muni, etc.), code section,
 2. Reductions
 3. Disposition
 4. Probation months & concurrency
 5. Enhancements
3. View/Enter Victim Information
 1. Record victim type, DOB, Name
 2. Confidential Status
 3. Address and Phone
 4. Dates of Victimization
 5. Link to associated offense
 6. Notification preferences (mail, phone)
 7. Record Victim response
 8. Record Restitution
4. View/Enter Hearing Information
 1. Record hearing date, time court, room, judge type of hearing and hearing status
 2. Update case status
 3. View/Enter incarceration ordered
 4. Select hearing actions
 5. View/Enter Terms & Conditions
 6. Scan/Upload hearing documents
5. View/Enter Violation of Pretrial
 1. Violation Date, status, amendments, Personnel, associated hearings
 2. View/Enter Violation Details and recommended wording
 3. View/Enter Probationer statement
 4. Scan/Upload violation documents
6. View/Enter Warrant Information
 1. Enter Type, number, associated dates, issuing agency, bail offense details, expiration, quashed, served, recalled status
7. View/Enter Invoices and Schedule Recurring Invoices/Fees
 1. Associate to Case
 2. Set recurrence (e.g., Daily, Weekly, Monthly, Never)
 3. Schedule Next date
 4. Set Billing (e.g., Bill To, Address)
 5. Record Joint & Several
 6. Batch Print
 7. Enter Fees/Fines, Amounts, Balances
 8. Record Notes
8. Merge person, Seal, Unseal, Expunge records

LICENSED SOFTWARE DESCRIPTIONS

- 9. Create and track user workflows
- 10. Caseload assignment
 - 1. Assign to a single or multiple caseloads
- e. Maintain Activities(Case Notes/Chonos/Appointments)
 - 1. Schedule and view activities/appointments
 - 2. View Kiosk Check-In Activities
 - 3. View/Enter Involved Personnel and other Parties
 - 4. Add Offenses, dispositions, enhancements, etc.
 - 5. Add Terms & Conditions
 - 6. Record courtroom minutes, hearing notes and recommendations
 - 7. Record Actions, recommendations, and Notes
 - 8. Generate Documents, reports, etc.
 - 9. Maintain text message content and history
 - 10. Maintain audit
- f. Order generation
- g. Contact details between the department staff and the client
 - 1. Send SMS or email messages to single person or caseload
- h. Financial transactions for assessments and payments
 - 1. Assess fees/fines
 - 2. Create payment plans including restitution
 - 3. Take payments and issue receipt
 - 4. View previous payments and balances
 - 5. Establish payment plans
- i. Create Case Plans
 - 1. Enter plan type, status, view review status
 - 2. Link plan to an assessment
 - 3. View/Enter/Update case plan Needs, goals, objectives
 - 4. Enroll in applicable Programs
- j. Assessments
 - 1. View/Enter client assessments (e.g., PSA-Arnold, ORAS, etc.).
 - 2. Integration with Assessment vendors (e.g., Noble Software Group, Orbis Solutions) (Optional)
 - 3. View score, ranking, and recommended supervision level
 - 4. Submit for supervisor review
 - 5. Create Client View allowing client to answer questions using a unique hyperlink
- k. Record Sanctions and Incentives
 - 1. Link to cases and violations
 - 2. Record sanctions and incentives
- l. Program Enrollment(Treatment)
 - 1. Maintain program details
 - 2. Goals and Objectives
 - 3. Maintain Status and History
 - 4. Record program attendance individually or en-masse
 - 5. Generate and view status reports

LICENSED SOFTWARE DESCRIPTIONS

6. Provider Portal updates
 1. Providers receive access to the application
 2. View participants assigned to the provider
 3. Upload documents
 4. Leave messages for the assigned pretrial officer/staff
 5. Schedule/update program attendance.
- m. System dashboard tailored to each user
 1. View Upcoming caseload Appointments, hearings for an individual caseload or department for Administrators
 2. View overdue check-ins, program attendance, overdue action terms
 3. View recent text messages between officer and client
 4. Search and review recent incidents
 5. Search and view photo lineup
 6. Perform pretrial search
 7. Review Program Applications
 8. Record Program attendance for an individual client or record group attendance
- n. Maintain Drug Tests & History
 1. Record status, collection info, results.
 2. Populate automatically through interface with Redwood Toxicology, Averhealth, Pharmatec
 3. Record drug history, use, dependency, notes
 4. Assign to Drug Test Groups, Enroll in random drug tests
 5. Send text & email reminders for testing
- o. Record and Track Community Service
 1. Assign, track hours, convert to fine, record status, link to case/terms, view completed & remaining hours
- p. Incidents
 1. Record incidents, parties, personnel, assault & injury information, pictures, police reports, incident documents
 2. Use of force details
 3. Lock/unlock
- q. Record Other Convictions (Outside of Jurisdiction)
 1. Enter Arrest, Conviction and Sentence Date, Sentence, Type of Conviction, State, County, Case Number, Offenses
- r. Report Tracking
 1. Complete reports (e.g., Presentence reports, court documents, etc.) & record progress, assignments, etc.
 2. Approval process of reports
- s. View & Access various types of documents
- t. Calendar
 1. Display officer activities, hearings, drug tests, expirations in day, week, month format
 2. Push to iCal
- u. In/Out Board
 1. Track staff in/out, location and estimated return

LICENSED SOFTWARE DESCRIPTIONS

- v. Notifications and Alerts
 - 1. View Overdue Actions, missed appointments and hearings, check-ins requiring review, missed contact deadlines, etc.
- w. Enterprise Case Manager CMS Integration
 - 1. Map to Enterprise Case Manager, view import log, hearing type, hearing status, judge, warrant type, term, court department, disposition, code section, referral status
 - 2. Send documents from Enterprise Case Manager to Enterprise Supervision
- x. Reports
 - 1. Schedule recurring or one time report generation
 - 2. Create letter templates and merge information using system tokens
- y. System Support
 - 1. Online Knowledge Center
 - 2. Online support Ticket submittal
 - 3. Submit feature requests
- z. Security
 - 1. Create and maintain personnel information (name, password, status, gender, Id's, supervisor, hire/term dates, Security groups, 2-factor authentication, etc.).
 - 1. Maintain Medicaid timesheet
 - 2. Maintain default caseload assignments
 - 3. Update password
- aa. Maintain electronic signatures
 - 1. Touch Screen devices
 - 2. Topaz Signature pads (Hardware not included)

Optional Functionality

- bb. Electronic Monitoring (Optional)
 - 1. Monitor client and hardware status, policies violated, locations, battery status, notes
 - 2. Create policies and exclusion zones
 - 3. View GPS locations on Google Map – Street and Satellite views
 - 4. Send alerts – audible, siren, vibration, call, rapid reporting
 - 5. View tracks and timestamps, longitude/latitude, etc.
 - 6. View and export event information
 - 7. Maintain notification history
 - 8. View Command ID, timestamp and message, status
- cc. Supervision Access (Optional)²
 - 1. Online Portal and IOS/Android Application

²**Note:** Also referred to as Tyler Supervision Access. County has elected to license Supervision Access, as indicated in Exhibit B – Pricing Schedule, Schedule B.3 – SaaS Fees: Tyler Supervision & Tyler Supervision Access.

LICENSED SOFTWARE DESCRIPTIONS

2. Reminders for hearings and office appointments
3. View terms/conditions of pretrial
 1. Reminders delivered via text and phone
4. The ability of client to message assigned officers/staff
5. Online, Phone, or mobile app check-ins
 1. Automated Check-In
 2. Auto-generate check-in fees (e.g., Weekly, Monthly)
 3. Configure Interview Questions
 4. Enable Voice Biometrics and record voice bio, play/listen to recorded bio audio
 5. Provide both English and Spanish
 6. Send Enrollment Text
 7. View Check-In Summary

EXHIBIT B – PRICING SCHEDULE

Pricing Summary

Initial Term: Years 1 – 5				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount	Totals
Implementation Services Schedule B.1 Fixed Price Deliverables	1 and 2	\$ 507,957		\$ 507,957
Implementation Services Schedule B.2 Hourly Not-to-Exceed Deliverables	1 and 2		\$ 838,500	\$ 838,500
SaaS Fees	1	\$ 174,000		\$ 174,000
	2	\$ 372,000		\$ 372,000
	3	\$ 396,000		\$ 396,000
	4	\$ 412,000		\$ 412,000
	5	\$ 428,400		\$ 428,400
Initial Term Totals		\$ 2,290,357	\$ 838,500	\$ 3,128,857

First Option Term: Years 6 – 7				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount	Totals
SaaS Fees	6	\$ 445,600		\$ 445,600
	7	\$ 463,200		\$ 463,200
First Option Term Totals		\$ 908,800		\$ 908,800

Second Option Term: Years 8 – 9				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount	Totals
SaaS Fees	8	\$ 481,600		\$ 481,600
	9	\$ 501,200		\$ 501,200
Second Option Term Totals		\$ 982,800		\$ 982,800

Third Option Term: Years 10 – 11				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount	Totals
SaaS Fees	10	\$ 521,200		\$ 521,200
	11	\$ 541,600		\$ 541,600
Third Option Term Totals		\$ 1,062,800		\$ 1,062,800

EXHIBIT B – PRICING SCHEDULE

Pricing Summary

Pool Dollars				
	Agreement Year(s)		Not-to-Exceed Amount	Totals
Optional Work Using Pool Dollars	1 – 11		\$	1,074,000
Pool Dollars Total				\$ 1,074,000

Agreement Maximum	
Initial Term	\$ 3,128,857
First Option Term	\$ 908,800
Second Option Term	\$ 982,800
Third Option Term	\$ 1,062,800
Pool Dollars	\$ 1,074,000
Maximum Agreement Sum	\$ 7,157,257

Implementation Services include fixed price Deliverables totaling \$507,957 and Deliverables charged by the hour not-to-exceed \$838,500 as detailed in Schedule B.2 - Hourly Not-to-Exceed Deliverables.

EXHIBIT B – PRICING SCHEDULE
Schedule B.1 – Fixed Price Deliverables

Fixed Price Deliverables

Holdbacks are 15% of the fixed price indicated.

Section	Deliverables	Invoice Event	Price	Holdback Amount	Net Invoice Amount
PHASE I					
Project Management	3.1.1.1	Acceptance of PCD Deliverable under Task 3.1	\$ 20,953	\$ 3,143	\$ 17,810
Requirements elaboration and Design Specification	3.2.1.1.1, 3.2.1.1.2, 3.2.1.2	Acceptance of all Deliverables under Task 3.2.1	\$ 20,953	\$ 3,143	\$ 17,810
System Provisioning, Configuration, and Reporting	3.2.2.1, 3.2.2.2.1, 3.2.2.2.2, 3.2.2.2.3, 3.2.2.3, 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, 3.2.2.7, 3.2.2.8	Acceptance of all Deliverables under Task 3.2.2	\$ 20,953	\$ 3,143	\$ 17,810
Disaster Recovery Planning	3.2.4.1.1, 3.2.4.1.2	Acceptance of all Deliverables under Task 3.2.4	\$ 20,953	\$ 3,143	\$ 17,810
System Testing and Defect Resolution	3.2.5.1.1, 3.2.5.1.2, 3.2.5.2.1, 3.2.5.2.2	Acceptance of all Deliverables under Task 3.2.5	\$ 20,953	\$ 3,143	\$ 17,810
Training and Documentation	3.2.6.1, 3.2.6.2, 3.2.6.3, 3.2.6.4.1, 3.2.6.4.2	Acceptance of all Deliverables under Task 3.2.6	\$ 20,953	\$ 3,143	\$ 17,810
Implementation – Transition to Production	3.2.7.1, 3.2.7.2, 3.2.7.3	Acceptance of all Deliverables under Task 3.2.7	\$ 20,953	\$ 3,143	\$ 17,810
Project Management	3.1.1.2, 3.1.2.1, 3.1.2.2, 3.1.2.3	Acceptance of all Deliverables under Task 3.2.8	\$ 20,953	\$ 3,143	\$ 17,810
System Acceptance with respect to Phase I for PSAMS Solution	3.2.8.1	Acceptance of all Deliverables under Task 3.2.8		\$ (25,144)	\$ 25,144
TOTAL PHASE I FIXED-PRICE DELIVERABLES			\$167,624	\$ -	\$ 167,624

PHASE II					
Project Management	3.1.1.2	Acceptance of PCD Deliverable under Task 3.1	\$ 48,619	\$ 7,293	\$ 41,326
Requirements elaboration and design specification	3.3.1.1.1, 3.3.1.1.2, 3.3.1.2	Acceptance of all Deliverables under Task 3.3.1	\$ 48,619	\$ 7,293	\$ 41,326
System Provisioning, Configuration, and Reporting	3.3.2.1, 3.3.2.2.1, 3.3.2.2.2, 3.3.2.2.3, 3.3.2.3, 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, 3.3.2.7, 3.3.2.8	Acceptance of all Deliverables under Task 3.3.2	\$ 48,619	\$ 7,293	\$ 41,326

EXHIBIT B – PRICING SCHEDULE
Schedule B.1 – Fixed Price Deliverables

Fixed Price Deliverables

Holdbacks are 15% of the fixed price indicated.

Section	Deliverables	Invoice Event	Price	Holdback Amount	Net Invoice Amount
System Testing and Defect Resolution	3.3.5.1.1, 3.3.5.1.2 3.3.5.2.1, 3.3.5.2.2	Acceptance of all Deliverables under Task 3.3.5	\$ 48,619	\$ 7,293	\$ 41,326
Training and Documentation	3.3.6.1, 3.3.6.2, 3.3.6.3, 3.3.6.4	Acceptance of all Deliverables under Task 3.3.6	\$ 48,619	\$ 7,293	\$ 41,326
Implementation – Transition to Production	3.3.7.1, 3.3.7.2, 3.3.7.3	Acceptance of all Deliverables under Task 3.3.7	\$ 48,619	\$ 7,293	\$ 41,326
Project Management	3.1.1.2, 3.1.2.1, 3.1.2.2, 3.1.2.3	Acceptance of all Deliverables under Task 3.3.8	\$ 48,619	\$ 7,293	\$ 41,326
System Acceptance with Respect to Phase II for PSAMS Solution	3.3.8.1	Acceptance of all Deliverables under Task 3.3.8		\$ (51,051)	\$ 51,051
TOTAL PHASE II FIXED-PRICE DELIVERABLES			\$340,333	\$ -	\$ 340,333
TOTAL FIXED-PRICE DELIVERABLES - PHASE I AND PHASE II			\$ 507,957.0	\$ -	\$ 507,957

Deliverables 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, and 3.2.2.7 for Phase I and Deliverables 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, and 3.3.2.7 for Phase II are not-to-exceed Deliverables with payment points specified on Schedule B.2 - Hourly Not-to-Exceed Deliverables. They are listed here to note that they must be completed in order for the Contractor to invoice for the fixed price payments associated with Task 3.2.2 for Phase I & Task 3.3.2 for Phase II, respectively.

Payment for aggregate Holdback Amount for Phase I fixed-price Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.2.8.1 for - Final Acceptance with Respect to Phase I.

Payment for aggregate Holdback Amount for Phase II fixed-price Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.3.8.1 for - Final Acceptance with Respect to Phase II.

EXHIBIT B – PRICING SCHEDULE
Schedule B.2 – Hourly Not-to-Exceed Deliverables

Not-to-Exceed Deliverables

Holdbacks are 15% of amount billed based on Hourly Rates.

Contractor shall provide all work under the applicable Data Migration subtasks under Exhibit A (Statement of Work) on a not-to-exceed basis at \$155 per hour. Charges for such Data Migration work shall not exceed 2,100 hours or \$325,500 in total for Phases I and II. The Deliverables for Data Migrations that are to be provided on a not-to-exceed basis are Deliverables 3.2.3.1 and 3.2.3.2 for Phase I and Deliverables 3.3.4.1 and 3.3.4.2 for Phase II. All Deliverables referenced are in Exhibit A (Statement of Work).

Contractor shall provide all work under the applicable Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) subtasks under Exhibit A (Statement of Work) on a not-to-exceed basis at \$180 per hour. Charges for such Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (interfaces) work shall not exceed 2,850 hours or \$513,000 in total for Phases I and II. The Deliverables for Custom Development, Letters and Notices, Custom Report Forms, Reports for Phase I that are to be provided on a not-to-exceed basis are Deliverables 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, and 3.2.2.7, and for Phase II are Deliverables 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, and 3.3.2.7. The Deliverables for System Integration that are to be provided on a not-to-exceed basis are Deliverables 3.3.3.1, 3.3.3.2, 3.3.3.3.1, 3.3.3.3.2, and 3.3.3.4. All Deliverables referenced are in Exhibit A (Statement of Work).

Payment for not-to-exceed work for Data Migration, Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) work shall be due upon receipt of a properly prepared invoice accompanied by the applicable approved Acceptance Certificate for the required project status report as set forth in Subtask 3.1.2. The invoice for the fifth and final payment point for Data Migration additionally requires an approved Acceptance Certificate for Deliverable 3.3.4.2 for Data Migration for Phase II. The invoice for the fifth and final payment point for Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) additionally requires an approved Acceptance Certificate for Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II. All subtasks and Deliverables referenced are in Exhibit A (Statement of Work).

Required Deliverables	Invoice Event	Maximum Price	Maximum Holdback Amount	Maximum Net Invoice Amount
Weekly project status report with progress report on Deliverables	Completion of 350 hours of billable work for Data Migration	\$ 54,250	\$ 8,138	\$ 46,112
Weekly project status report with progress report on Deliverables	Completion of 700 cumulative hours of billable work for Data Migration	\$ 54,250	\$ 8,138	\$ 46,112
Weekly project status report with progress report on Deliverables	Completion of 1,150 cumulative hours of billable work for Data Migration	\$ 69,750	\$ 10,463	\$ 59,287
Weekly project status report with progress report on Deliverables	Completion of 1,600 cumulative hours of billable work for Data Migration	\$ 69,750	\$ 10,463	\$ 59,287
Weekly project status report with progress report on Deliverables and completion of Deliverable 3.3.4.2 for Data Migration for Phase II.	Completion of Data Migration for Phase II	\$ 77,500	\$ 11,625	\$ 65,875
Weekly project status report with progress report on deliverables	Completion of 570 hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	\$ 102,600	\$ 15,390	\$ 87,210

EXHIBIT B – PRICING SCHEDULE
Schedule B.2 – Hourly Not-to-Exceed Deliverables

Weekly project status report with progress report on Deliverables	Completion of 1,140 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	\$	102,600	\$	15,390	\$	87,210
Weekly project status report with progress report on Deliverables	Completion of 1,710 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	\$	102,600	\$	15,390	\$	87,210
Weekly project status report with progress report on Deliverables	Completion of 2,280 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	\$	102,600	\$	15,390	\$	87,210
Weekly project status report with progress report on Deliverables and completion of Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II	Completion of User Acceptance Testing for Phase II	\$	102,600	\$	15,390	\$	87,210
System Acceptance with Respect to Phase II for PSAMS Solution				\$	(125,777)	\$	125,777
Maximum Total Hourly Not-to-Exceed Deliverables - Phase I and Phase II		\$	838,500	\$	-	\$	838,500

Payment for aggregate Holdback Amount for not-to-exceed Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.3.8.1 for - Final Acceptance with Respect to Phase II.

EXHIBIT B – PRICING SCHEDULE
Schedule B.3 – SaaS Fees:
Tyler Supervision & Tyler Supervision Access

SaaS Fees are due quarterly in arrears according to the schedule below.

Initial Term: Years 1 – 5				
Agreement Year	Agreement Quarter	Tyler Supervision	Tyler Supervision Access	Total Quarterly SaaS Fees
1	1	\$ 37,500	\$ -	\$ 37,500
	2	\$ 37,500	\$ -	\$ 37,500
	3	\$ 37,500	\$ 12,000	\$ 49,500
	4	\$ 37,500	\$ 12,000	\$ 49,500
2	5	\$ 75,000	\$ 12,000	\$ 87,000
	6	\$ 75,000	\$ 12,000	\$ 87,000
	7	\$ 75,000	\$ 24,000	\$ 99,000
	8	\$ 75,000	\$ 24,000	\$ 99,000
3	9	\$ 75,000	\$ 24,000	\$ 99,000
	10	\$ 75,000	\$ 24,000	\$ 99,000
	11	\$ 75,000	\$ 24,000	\$ 99,000
	12	\$ 75,000	\$ 24,000	\$ 99,000
4	13	\$ 78,000	\$ 25,000	\$ 103,000
	14	\$ 78,000	\$ 25,000	\$ 103,000
	15	\$ 78,000	\$ 25,000	\$ 103,000
	16	\$ 78,000	\$ 25,000	\$ 103,000
5	17	\$ 81,100	\$ 26,000	\$ 107,100
	18	\$ 81,100	\$ 26,000	\$ 107,100
	19	\$ 81,100	\$ 26,000	\$ 107,100
	20	\$ 81,100	\$ 26,000	\$ 107,100
Initial Term Subtotal		\$ 1,386,400	\$ 396,000	\$ 1,782,400

First Option Term: Years 6 – 7				
Agreement Year	Agreement Quarter	Tyler Supervision	Tyler Supervision Access	Total Quarterly SaaS Fees
6	21	\$ 84,400	\$ 27,000	\$ 111,400
	22	\$ 84,400	\$ 27,000	\$ 111,400
	23	\$ 84,400	\$ 27,000	\$ 111,400
	24	\$ 84,400	\$ 27,000	\$ 111,400
7	25	\$ 87,700	\$ 28,100	\$ 115,800
	26	\$ 87,700	\$ 28,100	\$ 115,800
	27	\$ 87,700	\$ 28,100	\$ 115,800
	28	\$ 87,700	\$ 28,100	\$ 115,800
First Option Term Subtotal		\$ 688,400	\$ 220,400	\$ 908,800

EXHIBIT B – PRICING SCHEDULE
Schedule B.3 – SaaS Fees:
Tyler Supervision & Tyler Supervision Access

Second Option Term: Years 8 – 9				
Agreement Year	Agreement Quarter	Tyler Supervision	Tyler Supervision Access	Total Quarterly SaaS Fees
8	29	\$ 91,200	\$ 29,200	\$ 120,400
	30	\$ 91,200	\$ 29,200	\$ 120,400
	31	\$ 91,200	\$ 29,200	\$ 120,400
	32	\$ 91,200	\$ 29,200	\$ 120,400
9	33	\$ 94,900	\$ 30,400	\$ 125,300
	34	\$ 94,900	\$ 30,400	\$ 125,300
	35	\$ 94,900	\$ 30,400	\$ 125,300
	36	\$ 94,900	\$ 30,400	\$ 125,300
Second Option Term Subtotal		\$ 744,400	\$ 238,400	\$ 982,800

Third Option Term: Years 10 – 11				
Agreement Year	Agreement Quarter	Tyler Supervision	Tyler Supervision Access	Total Quarterly SaaS Fees
10	37	\$ 98,700	\$ 31,600	\$ 130,300
	38	\$ 98,700	\$ 31,600	\$ 130,300
	39	\$ 98,700	\$ 31,600	\$ 130,300
	40	\$ 98,700	\$ 31,600	\$ 130,300
11	41	\$ 102,600	\$ 32,800	\$ 135,400
	42	\$ 102,600	\$ 32,800	\$ 135,400
	43	\$ 102,600	\$ 32,800	\$ 135,400
	44	\$ 102,600	\$ 32,800	\$ 135,400
Third Option Term Subtotal		\$ 805,200	\$ 257,600	\$ 1,062,800

Totals	Tyler Supervision	Tyler Supervision Access	Total SaaS Fees
	\$ 3,624,400	\$ 1,112,400	\$ 4,736,800

EXHIBIT B – PRICING SCHEDULE
SCHEDULE B.4 – Hourly Rates and Pool Dollars

Pool Dollars							
The amount indicated is the total amount of Pool Dollars available for Optional Work under the agreement over the initial term and any and all option terms. Optional Work is engaged by County and documented pursuant to Subparagraph 4.5 (Optional Work) of the Agreement shall use the applicable Hourly Rates set forth below.	Amount						
	\$1,074,000						
Hourly Rates							
The Hourly Rates shall apply to: 1. Optional Work under Subparagraph 4.5 (Optional Work) of the Agreement. 2. Applicable Data Migration, Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (interfaces) subtasks under Exhibit A (Statement of Work). See Schedule B.2 - Hourly Not-to-Exceed Deliverables.							
Professional Services	Years 1 through 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Data Migration	\$155	\$161	\$168	\$174	\$181	\$189	\$196
Setup, Configuration, and Consulting	\$155	\$161	\$168	\$174	\$181	\$189	\$196
Training	\$155	\$161	\$168	\$174	\$181	\$189	\$196
Go-Live Assistance	\$155	\$161	\$168	\$174	\$181	\$189	\$196
Project Management	\$170	\$177	\$184	\$191	\$199	\$207	\$215
Deployment Setup	\$180	\$187	\$195	\$202	\$211	\$219	\$228
Reports	\$180	\$187	\$195	\$202	\$211	\$219	\$228
Custom Development	\$180	\$187	\$195	\$202	\$211	\$219	\$228

PSAMS PROJECT TIMELINE

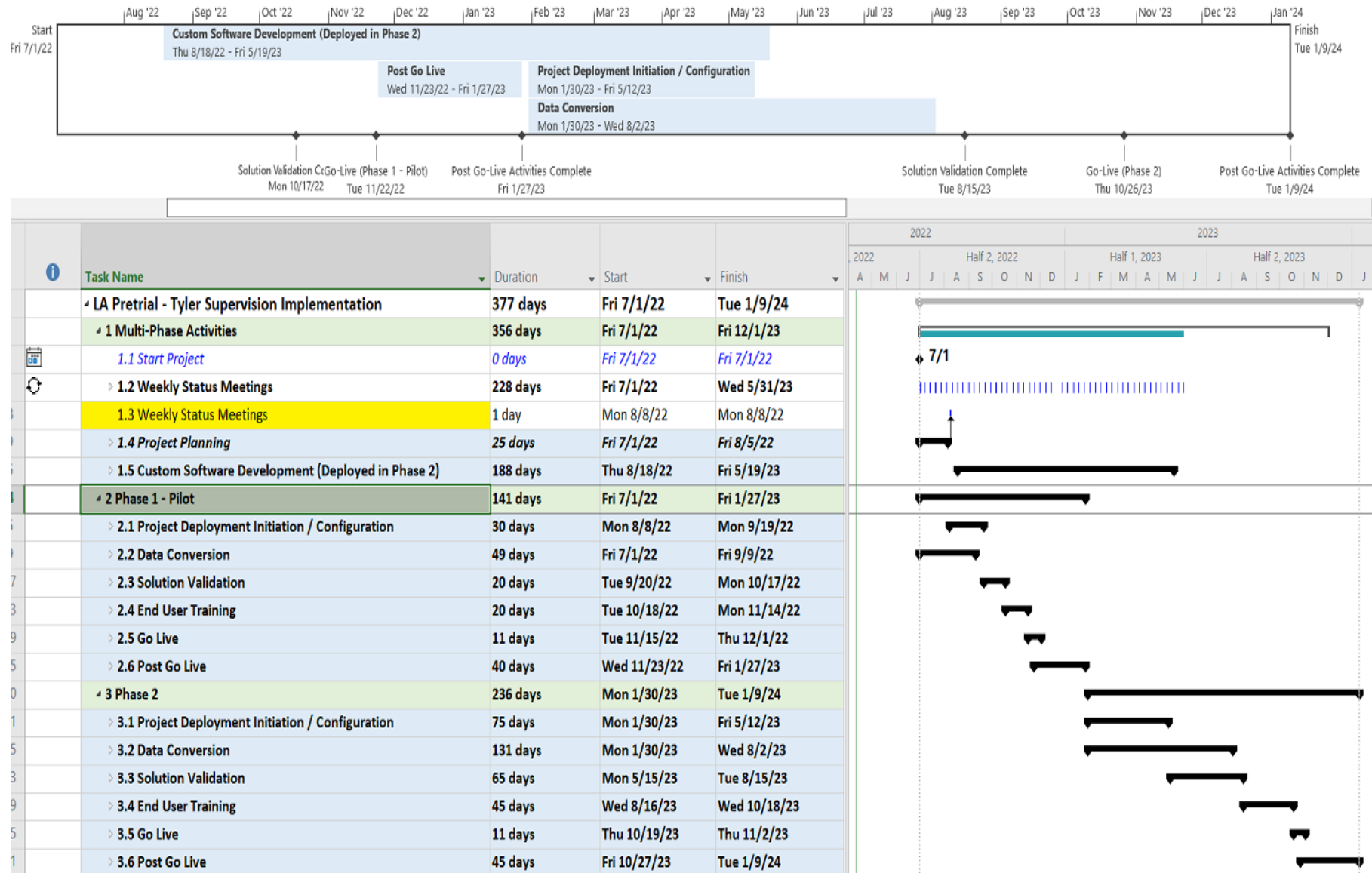


EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Tyler Technologies, Inc.,
Contractor Name
5101 Tennyson Parkway Plano, Texas 75024
Address
75-2303920
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Brian McGrath, President, Courts & Justice Division
Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:Name: Dalila AlcantaraTitle: Bureau Chief, Pretrial Services BureauAddress: 9150 East Imperial Highway, Downey, CA 90242Telephone: 562-940-2508E-Mail Address: Dalila.Alcantara@probation.lacounty.gov**COUNTY PROJECT MANAGER:**Name: Venkat AtluriTitle: Project ManagerAddress: 9150 East Imperial Highway, Downey, CA 90242Telephone: 562-276-0509E-Mail Address: Venkat.Atluri@probation.lacounty.gov**COUNTY CONTRACT MANAGER:**Name: Tasha HowardTitle: Director, Contracts & Grants Management DivisionAddress: 9150 East Imperial Highway, Room C-29, Downey, CA 90242Telephone: 562-940-2728E-Mail Address: LATASHA.HOWARD@probation.lacounty.gov

COUNTY'S ADMINISTRATION

COUNTY CONTRACT MONITOR:

Name: Rene Francis
Title: Fiscal Officer I
Address: 7639 South Painter Street, Whittier, CA 90602
Telephone: 562-907-3007
Facsimile: 562-464-2831
E-Mail Address: Rene.Francis@probation.lacounty.gov

Invoices to County shall be sent to the following:

Name: County of Los Angeles Probation Department
Title: Fiscal Unit
Address: 9150 East Imperial Highway, Room P-73
Downey, CA 90242

Insurance information to County shall be sent to the following:

Name: County of Los Angeles Probation Department
Title: Contracts & Grants Management Division
Address: 9150 East Imperial Highway, Room C-29
Downey, CA 90242

Notices to County shall be sent to the following:

Name: Tasha Howard
Title: Director, Contracts & Grants Management Division
Address: 9150 East Imperial Highway, Room C-29, Downey, CA 90242

Telephone: 562-940-2728
E-Mail Address: LATASHA.HOWARD@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

EXHIBIT F

Page 1 of 2

CONTRACTOR'S NAME: Tyler Technologies Inc.,

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR: _____

Name: Tim Allen

Title: Manager, Professional Services

Address: 5101 Tennyson Parkway

Plano, Texas 75024

Telephone: 972.713.3370 ext:113661

E-Mail Address: tim.allen@tylertech.com

CONTRACTOR'S PROJECT MANAGER: _____

Name: Darrell Markham

Title: Project Manager

Address: 5101 Tennyson Parkway

Plano, Texas 75024

Telephone: 972.713.3370 ext:651034

E-Mail Address: darrell.markham@tylertech.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Brian McGrath

Title: President, Courts & Justice Division

Address: 5101 Tennyson Parkway

Plano, Texas 75024

Telephone: 800.966.6999

E-Mail Address: brian.mcgrath@tylertech.com

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

EXHIBIT F

Page 2 of 2

Notices to Contractor shall be sent to the following:

Name: Tyler Technologies, Inc.
Title: Chief Legal Officer
Address: 1 Tyler Drive
Yarmouth, ME 04096
Telephone: 800.772.2260
E-Mail Address: abigail.diaz@tylertechcom

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Page 1 of 2

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

CONTRACTOR NAME Tyler Technologies, Inc. Contract No.

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, subcontractors and independent contractors (collectively, Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to County Confidential Information, as defined under the Agreement, pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such Confidential Information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any of the foregoing described County Confidential Information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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original materials produced, created, or provided to Contractor and Contractor's Staff that is considered confidential or sensitive information under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: Brian McGrath

POSITION: President, Courts & Justice Division

Jury Service OrdinanceTitle 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**2.203.010 Findings.**

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Jury Service Ordinance

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Page 2 of 3

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Jury Service Ordinance**2.203.070. Exceptions.**

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

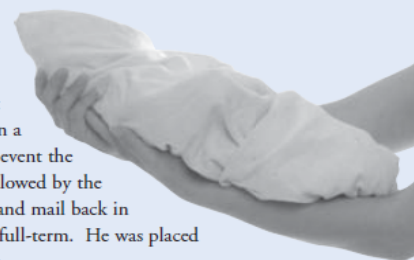
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

This Exhibit J (Information Security and Privacy Requirements Exhibit (together with all addenda attached hereto, the “Exhibit”) is attached to and forms a part of that certain Agreement for Pretrial Services Assessment and Monitoring System and Related Services, dated as of the Effective Date (together with all Exhibits, Attachments, and Schedules thereto, all as amended from time to time, the “Agreement”), between the County of Los Angeles (“County”) on behalf of its Probation Department (“Department”), and Tyler Technologies, Inc. (“Contractor”). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

The County is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Exhibit sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Agreement and maintained throughout the term of the Agreement. This Exhibit applies to County Information to which Contractor has access to, possession of, or custody or control over under the Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the Agreement and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) ensure that no Contractor activity exposes County to Threats and Risks to County systems and Information; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this Exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County. County Data as defined in the Agreement constitutes County Information for all purposes under this Exhibit.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** an actual unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of County Information that is in Contractor’s possession, custody, or control.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** Contractor's privacy program for meeting the applicable privacy requirements, and managing privacy risks, under the Agreement.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network, or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

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

County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

County's right to review Contractor's Information Security Program is as described in Section 16.b. of this Exhibit.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

County's right to review Contractor's Privacy Program is as described in Section 16.b. of this Exhibit.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and

ownership thereto. County Information shall not be used by the Contractor for any purpose other than as expressly permitted under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the Licensed Software and/or other Services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Agreement and as otherwise expressly permitted under the Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time. Notwithstanding anything to the contrary in this section, Contractor and its personnel are free to use, disclose, and employ their general skills, knowhow, methods, techniques, or skills gained or learned during the course of the Agreement so long as they acquire and apply such information without unauthorized use or disclosure of County Information.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within five (5) business days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) business days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- b. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall supply each of its employees with appropriate, annual training regarding Information

Security procedures, Risks, and Threats. The Contractor agrees that training will cover the following topics or their equivalent(s):

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

County's right to review Contractor's annual training is as described in Section 16.b. of this Exhibit.

8. SUBCONTRACTORS

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors. The terms of this Exhibit apply to all work provided by Contractor whether provided directly by Contractor or through Subcontractors. The Contractor shall be subject to the following terms and conditions: (i) each Subcontractor (other than Amazon Web Services Inc.) must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Contractor shall be and remain fully responsible for the due and proper performance of all Contractor obligations under this Agreement.

Advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer is required prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-3 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 256 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

The Contractor shall store any County data in a secure government cloud environment in the USA as

applicable as is specified in Exhibit A (Statement of Work) and the Agreement, with any changes thereto requiring prior written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in accordance with industry standards and consistent with the manner prescribed in this section unless the Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will confirm the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction within thirty (30) days of termination or expiration of the Agreement. An attestation on company letterhead and certified documentation from a media destruction firm will be sent to the County's Project Director within thirty (30) days of the County's request. On termination or expiration of this Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder that would survive termination or expiration of the Agreement, if any).

11. INTENTIONALLY OMITTED

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware

software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

County's right to review Contractor's operational management, business continuity, and disaster recovery plans is as described in Section 16.b. of this Exhibit.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the County Project Director in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief

Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

County's right to review Contractor's formal procedures for access control is as described in Section 16.b. of Agreement for Pretrial Services Assessment and Monitoring System and Related Services

this Exhibit.

14. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly and expeditiously as possible and without undue delay, and in no event later than seventy-two (72) hours of detection of the Incident, notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information. All notifications shall be submitted via email and telephone. Sensitive data included in the email shall be encrypted.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

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

Departmental Information Security Officer:

Zaven Buickians
Departmental Information Security Officer
9150 E. Imperial Hwy
Downey, CA 90242
562-619-2382
Zaven.Buickians@probation.lacounty.gov

- b. Include the following Information in all notices unless prohibited by applicable law:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide

Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident unless prohibited by applicable law.

Notwithstanding any other provisions in this Agreement and Exhibit, and without limitation, regarding all Incidents involving County Information that is in Contractor's possession, custody, or control, and caused by the Contractor's negligence, errors, or lack of Information Security or privacy controls or provisions, Contractor shall be responsible for all corrective action and notifications as required by applicable law.

15. INTENTIONALLY OMITTED

16. AUDIT AND INSPECTION

- a. **Self-Audits.** Contractor agrees to conduct an annual Systems and Organizational Controls ("SOC") 2 Type II audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. A summary of the audit prepared by the third-party auditor, including but not limited to a high-level description of the strengths and weaknesses, and the Contractor's plan for addressing or resolving control deficiencies shall be shared with County's Chief Information Security Officer upon County's written request (email request is sufficient). The Contractor agrees to provide County with the current audit certifications upon request. Additionally, upon County's written request therefor, Contractor such provide to the County, documentation confirming Contractor's correction of control deficiencies, promptly upon Contractor's completion of the corrective measures.

Subject to Paragraph 11.0 (Confidentiality) of the Agreement, all information provided by Contractor hereunder shall be considered Contractor's Confidential Information and treated by County accordingly.

- b. **County Requested Review.** On the request of County not more often than annually, and in connection with an Incident, at its own expense, the County shall have the right to review the Contractor's security and privacy practices, services and/or systems storing or processing County Information, and overall compliance with this Exhibit through the process described in this section. The review shall be limited to the following: (i) County may require Contractor to complete one or more written questionnaires regarding Contractor's Information Security Program and Privacy Program; and (ii) interviews with Contractor's information security and privacy personnel, which may be conducted by video conference.

Such review shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The Contractor shall address deficiencies found during the review within reasonable timeframes.

Subject to Paragraph 11.0 (Confidentiality) of the Agreement, all information provided by Contractor hereunder shall be considered Contractor's Confidential Information and treated by County accordingly.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed the Agreement for Pretrial Services Assessment and Monitoring System and Related Services

Agreement.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County Indemnitees from and against any and all third-party claims, demands liabilities, damages, judgments, awards, losses, costs and expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information; and/or
- Any breach of Confidentiality, or Incident involving County Information that occurs on the Contractor's systems or networks.

Contractor's control over the defense, County's right to participate in the defense, and Contractor's ability to enter into settlements shall be in accordance with Subparagraph 20.1 (General Indemnification) of the Agreement.

EXHIBIT K – SERVICE LEVEL REQUIREMENTS

This Exhibit K (Service Level Requirements) to that certain Agreement for Pretrial Services Assessment and Monitoring System and Related Services, dated as of the Effective Date (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the “Agreement”), between the County of Los Angeles (“County”) on behalf of its Probation Department (“Department”), and Tyler Technologies, Inc. (“Contractor”). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

I. SCOPE OF SERVICES

Contractor shall provide Support Services and Hosting Services in accordance with the requirements set forth in the body of the Agreement, the applicable tasks of the Statement of Work, and this Exhibit K.

A. Definitions

1. *Attainment*: The percentage of time the Licensed Software is available during a calendar quarter. Attainment equals Service Availability less Downtime divided by Service Availability.
2. *Client Error Incident*: Any service unavailability resulting from County applications, content or equipment, or the negligent or malicious acts or omissions of any County Users or third-party providers over whom Contractor exercises no control, when such acts or omissions result in service unavailability.
3. *Downtime*: Those minutes during Service Availability, as defined below, when all Users cannot do any one of the following: launch, login, search or save primary data in the Licensed Software.
4. *Emergency Maintenance*: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Contractor and the County.
5. *Planned Downtime*: Downtime that occurs during a Standard Maintenance or Emergency Maintenance window.
6. *Remote Management Tools*: The suite of automated tools used by Contractor to monitor server(s) and the PSAMS Solution performance.
7. *Service Availability*: The total number of minutes in a calendar quarter that the Licensed Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, and Force Majeure.

8. *Standard Maintenance*: Routine maintenance to the Licensed Software and infrastructure.

B. Support Call Process

1. Support Call Channels

Contractor shall provide the following channels of Licensed Software support:

- a. Tyler Community – an on-line resource, Tyler Community provides a venue for County to collaborate with other Contractor clients with current maintenance agreements, share best practices and resources, and access documentation.
- b. On-line submission (portal) – for less urgent and functionality-based questions, County Users may create unlimited support incidents through the customer relationship management portal available at Contractor's website.
- c. Email – for less urgent situations, County Users may submit unlimited emails directly to Contractor's software support group.
- d. Telephone – for urgent or complex questions, County Users receive toll-free, unlimited telephone software support.

County Project Director or his/her designee will identify County staff authorized to access and initiate incident reports/service requests. County will notify Contractor in writing of all such authorized personnel.

2. Support Resources

Contractor shall provide the following additional resources to provide a comprehensive and complete support experience:

- a. Contractor's Website – www.tylertech.com – For accessing client tools and other information including support contact information.
- b. Tyler Community – Available through login, Tyler Community provides a venue for County and other Contractor clients to support one another and share best practices and resources.
- c. Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- d. Program Updates – where development activity is made available for client consumption in the form of release notes that are sent via email to the County.

3. **Support Availability**

Contractor support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) Pacific time. Contractor’s holiday schedule is outlined below. Other than as stated in this Section I.B.3, there will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Contractor shall provide after-hours support for Priority Level 1 (as defined below) incidents only. Upon receipt of a report of a Priority Level 1 incident that is determined to be a Defect, Contractor shall use commercially reasonable efforts to meet the resolution targets set forth below.

4. **Issue Tracking**

Every support incident is logged into Contractor’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident number is used to track and reference open issues when clients contact support. County may track incidents, using the incident number, through the portal at Contractor’s website or by calling Licensed Software support directly. Report on Defects and their resolution shall be available to the County in the Customer Relationship Management System.

5. **Incident Priority**

Each incident is assigned a priority level, which corresponds to the County’s needs and deadlines. County is responsible for reasonably setting the priority level of the incident per the chart below.

This chart is not intended to address every type of support incident. The goal is to help guide the County towards clearly understanding and communicating the importance of the issue or severity of the impact on the County’s ability to conduct business, and to describe generally expected responses and resolutions.

For example only, the County would reasonably set the priority level of incidents involving poor system performance or loss or corruption of data according to importance of the issue or severity of the impact on the County's ability to conduct business.

If a Defect is not resolved within the applicable resolution targets set forth below, in addition to other remedies available to County under this Exhibit K, County shall have the right to escalate the incident to the next more severe priority level.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the County's remote location; or (c) systemic loss of multiple essential system functions.	Contractor shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a viable circumvention procedure within one (1) business day.
2 High	Support incident that causes repeated, consistent failure of essential functionality affecting more than one User.	Contractor shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a viable circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing viable circumvention procedure, or a Priority Level 2 incident that affects only one User or for which there is an existing viable circumvention procedure.	Contractor shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents without the need for a viable circumvention procedure with the next published maintenance update or service pack.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Contractor shall provide an initial response to Priority Level 4 incidents within two (2) business days. Contractor shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

6. Incident Resolution

- a. Contractor acknowledges that, as part of corrective measures to resolve a Defect, Contractor may be required to repair, replace, or reinstall all or any part of Licensed Software or Hosted Environment, or provide other material or update the Licensed Software or the Hosted Environment, to remedy such Defect.
- b. Contractor shall develop a viable circumvention procedure or a fix, if applicable, for Defects and maintain a sustained level of effort until such viable circumvention procedure or fix is available. Systems patched for a security problem or mitigated with a viable circumvention procedure must be tested for effectiveness of the implemented solution and the results of such tests shall be provided to County.
- c. The target for resolving each incident shall start tolling when County reports the incident to Contractor, or upon discovery of incident by Contractor, whichever occurs first.
- d. Contractor shall maintain ongoing communication with County regarding the status of correction of all incidents.
- e. County may contact Contractor personnel to inquire about the status of resolution of any incident.
- f. County will have appropriate resources available throughout the duration of each incident to provide reasonable cooperation and assistance to Contractor.

7. Incident Escalation

Contractor's Licensed Software support consists of four levels of personnel:

- (1) Level 1: front-line representatives

- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

Contractor will provide County with the contact information of the personnel positions identified above and will update such contact information as needed throughout the term of the Agreement. If County feels it is not receiving the service needed, County may contact the Software Support Manager for the Licensed Software to escalate the incident. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the County's needs.

On occasion, the priority or immediacy of a Licensed Software support incident may change after initiation. County may communicate any change in the level of urgency or priority of Licensed Software support incidents so that Contractor can respond appropriately according to this Exhibit.

A Licensed Software support incident can be escalated by any of the following methods:

- a. Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- b. Email – County can send an email to Licensed Software support in order to escalate the priority of an issue.
- c. On-line Support Incident Portal – County can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

8. Remote Support Tool

Some support calls require Contractor's access to a County user's work session to further analyze and solve the issue. Contractor will, at its discretion, use a mutually acceptable remote support tool. Support is able to quickly connect to the County's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Contractor uses is available upon request.

C. Revisions

1. Contractor shall without additional charge beyond the SaaS Fees provide Revisions to the Licensed Software (and related Documentation) to keep current with Contractor's technology and industry standards to include applicable enhancements and as provided to Contractor's general customer base.
2. Notwithstanding the foregoing, Contractor's obligation to provide Revisions to the Licensed Software to provide functionality to maintain the Licensed Software's compliance with applicable State laws, rules, and regulations (collectively, "Legislative Revisions") as a part of Support Services is as follows:
 - a. For each annual period during the term of the Agreement, Contractor's responsibility to provide State Legislative Revisions as part of Support Services is limited to the number of hours of analysis, post-release data migration, and testing services at the applicable Hourly Rates, equal to ten percent (10%) of the total fees paid for maintenance, support, and hosting by all of Contractor's customers within the State of California for Contractor's Tyler Supervision product during the such annual period.
 - b. For any annual period in which the applicable cap set forth in this Section I.C.2 is exceeded, Contractor shall notify County of the same. Thereafter, within five (5) business days of County's request, Contractor shall provide County with an accounting showing all Legislative Revisions provided during such annual period and Contractor's time spent on analysis, post-release data migration, and testing services.
 - c. Legislative Revisions exceeding the applicable annual cap set forth in this Section I.C.2 shall be treated as Optional Work, requiring a Change Order under and in accordance with the Agreement. Contractor shall allocate the cost to develop and implement such Legislative Revisions proportionately among the applicable customer base described in Section I.C.2.a. according to annual fees paid for maintenance, support, and hosting services, unless the parties mutually agree on another allocation method.
 - d. Contractor will use commercially reasonable efforts to implement Legislative Revisions within the time frames required by the applicable law, rule, or regulation, unless another time frame is agreed to by the parties in an applicable Change Order. Without limiting the foregoing, in any event Legislative Revisions will be included in the next version release.

- e. Contractor's Legislative Revision obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of County's internal business purposes disclosed to Contractor as of the Effective Date. For example, a change that requires the collection of a new data element in an existing workflow, would not be considered an expansion of scope, but a requirement for a completely new workflow may be considered an expansion of scope.
- 3. During the term of this Agreement, if either (a) Contractor or, following a Successor Event, Contractor's successor no longer supports the Licensed Software to the same level required by the Agreement and/or (b) the Licensed Software is displaced in Contractor's product line or, following a Successor Event, Contractor's successor's product line by another product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), County shall be entitled to receive such Displaced/Renamed Product as a Revision. In the event County chooses to migrate to a Displaced/Renamed Product after seven years following the Effective Date, implementation of the Displaced/Renamed Product shall be treated as Optional Work. This Section I.C.3 is not intended to limit and shall not limit Contractor's obligation under Subparagraph 4.3.1 of the Agreement.
- 4. All work required to ensure that a Revision is Compatible with the then-current Licensed Software shall be provided by Contractor at no additional charge to County beyond the SaaS Fees. Notwithstanding the foregoing, in the event that Contractor must modify the technology used in system interfaces to account for updated state requirements, make security or reliability improvements, or replace technologies that are no longer supported in the industry, Contractor may propose changes that require the County to update the County technology that interfaces with the PSAMS Solution. In the event that such changes are proposed, Contractor and County shall collaborate on the updated specifications, testing, and implementation timeline.
- 5. Contractor shall offer to County each Revision, concurrently with or promptly after a Revision is released to its general customer base.
- 6. Contractor makes Revisions to the Licensed Software on a weekly basis. Such Revisions that include new product features will be released with the new product features disabled to allow County to test and enable the new product features in accordance with the County's discretion. The Revisions of the Licensed Software will include at least the functionality,

level, and quality of services that County previously received and shall continue to comply with all of the requirements of this Agreement. During the term of this Agreement, as part of Support Services, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge.

7. Contractor shall assign a new and unique version name or number to the Licensed Software should the Contractor determine that a Revision, accumulation of Revisions and/or major upgrade, enhancement, or modification to the Licensed Software are significant enough as to necessitate that assignment.
8. Contractor shall deliver the related Documentation for such Revision upon installation of such Revision by updating the online user manual.
9. Contractor shall support all Hosted Environments.
10. During the Agreement term, the Contractor shall not delete or disable a feature or functionality of the Licensed Software unless the Contractor provides sixty (60) Days advance notice, and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the replacement shall be at no additional cost to the County.
11. Except as stated herein regarding Legislative Revisions, Contractor's installation of such Revisions to the Licensed Software and provision of updated Documentation shall be at no additional cost to County beyond the SaaS Fees.

D. County Environment

1. As part of Support Services, the Licensed Software shall perform as warranted so long as the County maintains the Minimum System Requirements set forth in this Agreement.
2. Prior to the installation of Revisions or installation of New Software Contractor shall test the Compatibility in the QA Environment (as defined in the Statement of Work) to validate and demonstrate the viability of the change/enhancement with all impacted County Environment components and Revision/New Software.
3. Contractor may revise the minimum PC hardware, software and/or network configuration requirements then specified (or then deemed to be specified) in the Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) as required to ensure Compatibility with new Revisions.

- a. Such minimum hardware, software, and network configuration requirements shall be limited to those that are:
 - i. Required to ensure Compatibility with the new Revisions.
 - ii. Consistent with mainstream personal computer hardware and software.
 - 1. In the case of hardware, widely available from a variety of manufacturers no less than two (2) years prior to the date of recommendation and capable of running the then-current version of Microsoft Windows.
 - 2. In the case of software, widely available no less than one (1) year prior to the date of recommendation.
- b. Upon revision in accordance with Section I.D.3.a., updates to minimum hardware, software, and/or network configuration requirements shall be deemed to update the Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) for all purposes under the Agreement.
- c. For the sake of clarity, County shall bear the cost of purchasing any minimum hardware, software and/or network configuration requirements required to ensure Compatibility with a new Version, as such minimum requirements are revised by Contractor in accordance with this section.

II. HOSTING SERVICES

A. General

- 1. As a part of Hosting Services, Contractor shall provide and maintain the Hosted Environments and shall provide all other goods and services necessary to host the Licensed Software in accordance with the Agreement.
- 2. Contractor shall use industry recognized Remote Management Tools to actively monitor the PSAMS Solution, including server and application performance indicators.
- 3. County from time to time may request that Contractor evaluate and report PSAMS Solution performance relating to the agreed upon warranties set forth in Section IV of this Exhibit K. Contractor shall so evaluate and report on the performance of the PSAMS Solution in accordance with a monitoring plan mutually agreed upon between County Project Manager and Contractor Project Manager about County's request.

B. Maintenance Notifications

1. Contractor shall perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Contractor shall provide advance notice of those windows and will coordinate to the greatest extent possible with County.
2. Not all maintenance activities will cause application unavailability. However, if Contractor anticipates that activities during a Standard or Emergency Maintenance window may make the Licensed Software unavailable, Contractor will provide advance notice, as reasonably practicable that the Licensed Software will be unavailable during the maintenance window.

C. System Backup and Disaster Recovery

1. Contractor shall maintain and keep current the Disaster Recovery Plan approved by County under the Statement of Work.
2. Contractor shall provide disaster recovery services in accordance with such Disaster Recovery Plan that ensures compliance with this Exhibit K and the Specifications. Disaster tests are to be performed minimally once a year, or as requested by County and agreed to by Contractor, but not to exceed twice a year.

III. CHANGE MANAGEMENT

Contractor shall follow the change management process approved by County under the SOW to manage all changes to PSAMS Solution and Hosted Environment.

IV. ADDITIONAL WARRANTIES

Contractor represents, warrants, covenants, and agrees that for so long as Contractor is obligated to provide Support Services and Hosting Services in accordance with the terms hereof and in the Agreement, the Licensed Software as operated on the Hosted Environment in live production shall meet each of the performance requirements specified below:

1. System Availability Warranty

a. County Responsibilities

Whenever County experiences Downtime, County must make a support call according to the procedures outlined in the Support Call Process. County will receive a support case number.

b. Contractor Responsibilities

When Contractor's support team receives a report from County (or otherwise discovers) that Downtime has occurred or is occurring, Contractor shall work with County to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, or Force Majeure). Contractor shall also work with County to resume normal operations.

c. County Relief

Contractor's targeted Attainment goal is 100%. In the event quarterly Attainment does not meet the targeted Attainment goal, County relief in the form of credit based on a percentage of the SaaS Fees payable during the calendar quarter will apply as follows:

Actual Attainment	County Relief
99.99% - 99.90%	Remedial action will be taken
99.89% - 99.50%	2%
99.49% - 99.00%	4%
98.99% - 98.50%	6%
98.49% - 98.00%	8%
97.99% - 97.50%	10%
97.49% - 97.00%	12%
96.99% - 96.50%	14%
96.49% - 96.00%	16%
95.99% - 95.50%	18%
95.49% - 95.00%	20%

In order to receive relief credits, County must submit a request through one of the channels listed in Contractor's Support Call Process described in Section I.B. of this Exhibit K within sixty (60) days of the end of the applicable quarter. Contractor shall respond to County's relief request within thirty (30) day(s) of receipt.

The total credits confirmed by Contractor will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve Pretrial Services Assessment and Monitoring System and Related Services Agreement

Contractor of its obligations under the Agreement to correct the problem which created the service interruption.

d. **System Backup and Disaster Recovery Obligations**

The Attainment warranty does not relieve Contractor from its obligations as specified in Section II.C. of this Exhibit K. Failure by Contractor to meet its obligations as specified under Section II.C. of this Exhibit K may also be considered Downtime against which Attainment will be measured.

2. System Response Time Warranty

Successful implementation of PSAMS Solution requires that the Users experience the software application as responsive, moving from screen to screen and responding to user input without noticeable lag for routine functions, including but not limited to, retrieving records by a unique identifier, entering data, and navigating from field to field or from screen to screen.

In the event that Users experience unacceptable system performance, the County shall log a support incident, assigning priority level in accordance with this Exhibit K.

V. Force Majeure

County will not hold Contractor responsible for not meeting service levels outlined in this Exhibit K to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Contractor must file with County a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Contractor's request for relief pursuant to this section. County will not unreasonably withhold its acceptance of such a request.

CONFIDENTIALITY OF CORI

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to County Project Manager within five (5) business days of start of employment

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

**CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT & EMPLOYEE/VOLUNTEER
STATEMENT**

Please see attached CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement.



CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Los Angeles County Probation Department

(Public law enforcement/criminal justice agency)

CA091023G County wide upgrade

(ORI)

to Tyler Technologies, Inc.,

(Private Contractor)

to perform Cloud hosting the PSAMS and related

(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.



Signature (CLETS Subscribing Agency Head)

Adolfo Gonzales, Chief Probation Officer

Print Name and Title

12/13/21

Date

Signature (Private Contractor Agency Head)

Brian McGrath, President Courts & Justice Division

Print Name and Title

Date

SPECIFIED CONTRACTOR ROLES

Professional Services [9 Staff]:

Project Director (Executive Sponsor)

Project Manager

Implementation Consultant

Trainer

Software Engineering [16 Staff]:

Data Engineer/Consultant

Product Development [3 Staff]:

Developer

Software Support [9 Staff]:

Support Specialist

Support Manager



COUNTY OF LOS ANGELES
PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU
9150 East Imperial Highway
Downey, CA 90242
BACKGROUND REQUEST FORM
Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

LEAD AGENCY (if different) _____

LIVE SCAN SCHEDULE:
Monday & Friday: 8:30 AM – 4:30 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive 15 min. prior to scheduled appointment.

Completed by Requesting Agency					Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:

1. Prior to the background interview, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: CA Driver's License or Identification Card)

CONTRACT BACKGROUND APPLICATION

BTS# _____

CONTRACTOR NAME _____

POSITION _____

1. LAST NAME		FIRST NAME	MIDDLE NAME	2. Social Security Number
3. RESIDENCE – Street and Number			City and Zip Code	
4. Since (date)	5. Email Address		6. Telephone	
7. Date Residence Established in California and L.A. County				8. BIRTHDATE
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)			10. Expiration Date	

11.	Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15 th birthday? (Include any current investigations or pending charges).	yes _____	No _____
12.	Do you have any felony convictions within the past ten (10) years?	Yes _____	No _____
13.	Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?	Yes _____	No _____
14.	Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?	Yes _____	No _____
15.	Do you have any convictions relating to the use of weapons?	Yes _____	No _____
16.	Do you have any convictions or admissions for theft?	Yes _____	No _____
17.	Do you have any convictions or admissions for falsification of public records, including employment records?	Yes _____	No _____
18.	Have you ever been convicted for crimes against property within the past two (2) years?	Yes _____	No _____
19.	Have you ever been convicted for any sex crimes?	Yes _____	No _____
20.	Have you ever been convicted for crimes against children?	Yes _____	No _____
21.	Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)	Yes _____	No _____
22.	Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?	Yes _____	No _____
23.	Have you ever been convicted of Driving Under the Influence (DUI)? (No more than one [1] in the past five [5] years?)	Yes _____	No _____
24.	Do you have any outstanding failures to appear?	Yes _____	No _____
25.	Have you been convicted for any hit and run accidents within the past five (5) years?	Yes _____	No _____

If "Yes," give the following information for each offense: If additional space is needed, please attach a separate page.

Age at Time of Action	Date	Police Department or Court	Charge	Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list

27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.

28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

Signature of Applicant

Date

29. Check the work function that best describes the type of work you will perform.

☐ **Work Function #1**

Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

☐ **Work Function #2**

Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

☐ **Work Function #3**

Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

☐ **Work Function #4**

Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.)

☐ **Work Function #5**

Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

☐ **Work Function #6**

Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

☐ **Work Function #7**

Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.)

REVIEWED BY -

SIGNATURE

TITLE

DEPARTMENT

DATE

PLEASE TYPEWRITE OR PRINT IN BLACK INK

PINK

BA FORM 03/13

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. 640
NO.

DEPARTMENT OF PROBATION

December 7, 2021

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2021-22

4 - VOTES

SOURCESUSES

GENERAL FUND		PROBATION - FIELD SERVICES	
A01-3052		A01-PB-2000-17000-17300	
COMMITTED FOR IT ENHANCEMENTS		SERVICES AND SUPPLIES	
DECREASE OBLIGATED FUND BALANCE	1,847,000	INCREASE APPROPRIATION	1,847,000

SOURCES TOTAL: \$ 1,847,000

USES TOTAL: \$ 1,847,000

JUSTIFICATION

Reflects the cancellation of the obligated fund balance Committed for IT Enhancements needed to implement the Probation Department's Pretrial Services Assessment and Monitoring System (PSAMS).


 AUTHORIZED SIGNATURE GINA M. BYRNES, CHIEF FINANCIAL OFFICER

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR —☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

B.A. NO. 058

BY

Lan
Sam

Nov. 17, 2021

Digitally signed
by Lan SamDate: 2021.11.17
11:03:24 -08'00'

20

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Rene C.
Phillips

BY

Digitally signed by Rene C.
Phillips
Date: 2022.05.05 08:23:42
-07'00'

20



DRAFT

CIO

ANALYSIS

Attachment III

BOARD AGENDA DATE:

6/8/2022

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

CONTRACT TYPE:

☒ New Contract ☒ Sole Source ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Los Angeles County Probation Department (Probation) is requesting Board of Supervisors (Board) approval to execute a new Sole Source Contract with Tyler Technologies, Inc. (Tyler) to deliver a Pretrial Services Assessment and Monitoring System (PSAMS). Probation will procure the Tyler Supervision solution and implement PSAMS as a fully supported and managed cloud-based public safety case management system. Probation's Pretrial Services Bureau uses three automated systems to support Pretrial Services, including two that operate on obsolescent technical platforms, are not adaptable to support changing business requirements, and do not meet modern auditing and security standards. The proposed Contract Term is five (5) years with three (3) 2-year option terms, for a maximum term of eleven (11) years. On September 10, 2020, pursuant to Board Policy 5.100, Probation provided the Board with advance notification of its intent to enter negotiations for a Sole Source Contract with Tyler.

Probation requests delegated authority to execute amendments to exercise option terms, subject to County Counsel approval as to form, review by the Chief Information Officer (CIO), and notification to the Board. Probation also requests the Board to delegate authority to the Chief Executive Officer (CEO) to reassign authorities delegated to the Chief Probation Officer (CPO) to another County official in connection with the transfer of some or all of Probation's pretrial services functions to the Justice Care and Opportunities Department (JCOD) or another County department.

Additionally, Probation requests delegated authority to execute change notices and amendments to make necessary changes that do not materially alter contract term or conditions and to execute change orders and amendments for additional work using pool dollars available under the agreement.

Probation requests delegated authority to terminate the Contract as necessary and execute amendments to make changes to:

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

1. The contract's terms and conditions as mandated by federal, state, or local law or regulation or as required by the Board and/or CEO;
2. Internally reallocate funds between budget pools within the contract;
3. Approve assignment and delegation of the contract resulting from acquisitions, mergers, or other changes in ownership;
4. Make changes to the Statement of Work (SOW) as operationally necessary; and,
5. To decrease or increase the contract amount by up to ten (10) percent of the maximum contract sum.

Such changes are subject to approval by County Counsel as to form review by the CIO as applicable for these actions.

Finally, the Department is requesting approval to transfer one-time funding of \$1,847,000 from the Committed for Information Technology (IT) Enhancements, commonly known as IT Legacy Modernization funding, to Probation's Fiscal Year 2021-22 services and supplies appropriation to implement PSAMS.

Contract Amount: The maximum contract sum is \$7,157,257 for the maximum contract term of 11 years, including the option terms.

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Tyler Implementation Services ¹	\$ 1,346,457
--	--------------

Ongoing annual costs:

Software as a Service (SaaS) Fees ²	\$ 4,736,800
--	--------------

Initial Term (Year 1 thru 5)	\$ 1,782,400
------------------------------------	--------------

First Option Term (Year 6 and 7)	\$ 908,800
--	------------

Second Option Term (Year 8 and 9)	\$ 982,800
---	------------

Third Option Term (Year 10 and 11).....	\$ 1,062,800
---	--------------

Additional Work - Pool Dollars ³	\$ 1,074,000
---	--------------

Sub-total Contract Costs (1+2+3)⁴:	\$ 7,157,257
--	---------------------

Other County costs:

One-time costs:

Internal Services Department (ISD) Services	\$ 80,543
---	-----------

Contract Project Management Services	\$ 420,000
--	------------

Sub-total County costs⁵:	\$ 500,543
--	-------------------

Total one-time costs (1+5):.....	\$ 1,847,000
---	---------------------

Total ongoing annual costs (2):.....	\$ 4,736,800
---	---------------------

Total Project costs (4+5)⁶:	\$ 7,657,800
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Notes:

¹ \$1,346,457 is the one-time contract cost for the implementation, estimated to take 18-months. It is composed of fixed-price deliverables totaling \$507,957 and deliverables charged by the hour not-to-exceed \$838,500. There is a 15% holdback for Phase I and Phase II, each of which will be paid upon final acceptance for the respective phase.

² \$4,736,800 is the ongoing annual contract cost for SaaS fees for the maximum eleven-year term which consists of \$1,782,400 for initial term, \$908,800 for first option term, \$982,800 for second option term,

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

and \$1,062,800 for third option term. Starting year 4, the SaaS fees will increase by 4% annually. The SaaS fees will be paid quarterly in arrears according to Schedule B.3 of Exhibit B – Pricing Schedule.

³ \$1,074,000 is included as pool dollars for additional work to the extent needed to procure additional software licensing and professional services for additional functionalities and system interfaces for the term of the contract.

⁴ The maximum contract cost includes all applicable taxes and pool dollars and is not to exceed \$7,157,257. The cost includes \$1,346,457 for fixed-price and hourly rate not-to-exceed deliverables for implementation services, \$4,736,800 for eleven years of SaaS fees, and \$1,074,000 for pool dollars to cover costs for optional work.

⁵ \$500,543 represents estimated one-time County costs that are not part of the contract, including ISD services needed for data conversion from the mainframe system at \$80,543, and a project manager contractor at \$420,000 for the implementation.

⁶ \$7,657,800 is the total project cost to implement and operate PSAMS. It includes a maximum of \$7,157,257 to Tyler through the eleven-year contract term and \$500,543 in one-time costs for ISD services and project management. The one-time project costs of \$1,847,000 are fully funded by Information Technology Legacy Modernization Fund, and the ongoing cost will be funded by the Probation operating budget.

ANALYSIS, RISKS, AND RECOMMENDATIONS:

1. **Quality, Cost, and Schedule:** As with any system implementation project, there are risks related to quality, cost, and schedule. To address the sole source issue, Probation worked closely with the Office of the Chief Information Officer (OCIO) and County Counsel to review system requirements, conduct a market analysis of available products and determine that Tyler Supervision was the best available solution. Probation mitigated the quality risks by planning to implement the project in a phased approach and defined appropriate deliverable acceptance criteria for a project at this level of complexity. The agreement outlines additional protections for the County, including 15% holdbacks for each deliverable, a requirement for a dedicated Contractor Project Manager, cyber insurance, continuous product support, and a defined dispute resolution procedure. The cost risk has been mitigated by making this a fixed-price and hourly rate not-to-exceed deliverables contract. Probation and Tyler will need to jointly address the project schedule risks by developing a comprehensive project implementation schedule as part of the required Project Control Document.
2. **Statement of Work:** Although the SOW details the current system workflows, it does not specify the essential business process flows of Probation's Pretrial Services Bureau (PSB) for PSAMS. The County Project Manager must work closely with the business subject matter experts and Tyler during the design phase to ensure PSAMS will meet the needs. The County Project Manager must closely monitor and control the project scope, activities, and deliverables to meet project timelines and control costs.
3. **Project Management, Governance, and Resources:** A strong project governance and steering committee, chaired by the executive sponsor, is needed to ensure adherence to project scope, schedule, and budget; closely monitor project progress; ensure necessary resources are assigned; manage risks; and resolve any major issues that arise over the course of the project. Probation should consider including the assigned Deputy Chief Information Officer from the Office of the Chief Information Officer as part of the governance team. Probation has identified a dedicated County Project Manager to work with the Contractor Project Manager and business stakeholders, manage scope and schedule, manage risks, and manage contract performance. The County Project Manager also must confirm project scope and approach, oversee contractor resources and schedule, manage Probation resources and continuity of critical resources to deliver the project, enabling cross-training during the implementation to reduce dependency on a single point of failure. The County Project

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

Manager and Governance team must review key resources in the project and their dependencies. The Contractor should identify primary and secondary backup resource options and discuss and seek the County approval to timely replace any key resources from the project.

With a plan being developed to form of the Justice, Care, and Opportunities Department (JCOD), to perform, among other functions, the pretrial functions currently performed by the Probation Department, it is critical to the success of the implementation and the long-term viability of PSAMS that the Alternatives to Incarceration Initiative (ATI) participates in the implementation by assigning one or more ATI team members to the PSAMS project team. The PSAMS implementation cannot fully account for future JCOD business practices not yet defined, but ATI participation in the project will allow the project team to make workflow and configuration decisions that will best position the system to support operations in JCOD.

4. **Project Execution and Timelines:** Probation requires approval by the California Department of Justice (CalDOJ) for this cloud-hosted Software as a Service (SaaS) system. Accordingly, Probation has completed its California Law Enforcement System Telecommunication System (CLETS) application, and it is under review by CalDOJ, which has previously approved a similar application from Alameda County. If Probation experiences unexpected delays in approval by CalDOJ, the project timeline could be impacted.

The migration plan must contain detailed business rules and decisions to develop the necessary logic to extract, transform, and load multiple legacy systems' data into PSAMS. Probation must also work with Tyler to create detailed training and deployment plans. The plans must include training and engaging superusers at the user acceptance testing phase and deploying them to each location for onsite user support during and post-implementation.

5. **System Interfaces and Integrations:** Probation plans to interface PSAMS with the Sheriff's Automated Jail Inmate System and the Superior Court's Odyssey system. Commonly, interfaces are not well-documented, and new hardware/software platforms may require redesigning these system interfaces and/or configuration changes. Probation must conduct due diligence during the project business requirements and design phases to mitigate any subsequent challenges. The County Project Manager must closely work with Tyler to develop a comprehensive project plan, testing strategy, and test plan to conduct thorough system integration testing to validate interface processes work as expected. This plan should identify each system, testing activities, dependencies, and the needed internal and external technical resources. Also, the County Project Manager should plan and secure necessary external and internal resources to complete end-to-end integration testing and closely coordinate these activities.
6. **Data Migration/Conversion Plan:** Probation plans to migrate data from three distinct system platforms into PSAMS. Probation must work closely with business subject matter experts and Tyler to define a detailed data migration plan to convert the data and create a backup/archive plan and data retention policy for the current systems. The plan must include thorough regression testing activities in Phase II that involve subject matter experts to validate and ensure the converted and migrated data will not impact work on active cases.
7. **User Training:** PSAMS will be the core Pretrial Case Management and Assessment System. Probation's Pretrial Services Bureau business practice will need to adjust to the constraints, capabilities, and opportunities presented by the new system. User adoption and organizational change management are critical for successful implement of PSAMS. Probation should consider working with Tyler to develop interactive online training courses for the various user roles and deliver training courses through the County LearningNet. It will eliminate the need for in-class instructors and manually

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

monitor and track employee attendance. It will also allow the training courses available on-demand for existing employees and new onboarding employees.

8. **Contract Risks:** No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form.
9. **Information Security:** The County's Information Security Officer (CISO) has reviewed the Contract and has assessed the project as a low security risk. Given the pending approval of the PSAMS CLETS application, this critical path item is a potential significant risk factor. The CISO has recommended ongoing security practices and standards and communicated them to Probation's Information Security Officer. The CISO also provided Probation with the latest approved Information Security language for inclusion into the Contract.
 - a. The Contract includes Cyber Liability Insurance Coverage with limits of \$15,000,000 per occurrence and in the aggregate during Contract Term. It covers network security liability, privacy liability, technology professional liability (errors and omissions), and various types of system breaches (e.g., denial of service, malicious software code, and unauthorized access). The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

PREPARED BY:

PETER LOO, ACTING INFORMATION OFFICER

DATE

SOLE SOURCE CHECKLIST

Attachment IV

Department Name: Probation



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. Bail reform is underway in California through a combination of case law, legislation, and judicial policymaking. Due to outdated technology and limited functionality, the case management systems that support Probation’s pretrial operations today cannot adapt to fast-changing business requirements. In addition, the Department’s strategy calls for increased transparency, making data available to oversight bodies and the public. Current systems cannot produce the real-time data to meet these needs.
	➤ 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. It is in the County’s financial interest to move quickly to acquire and implement Tyler Supervision for Pretrial Services due to high maintenance costs. Doing so will save approximately \$5,600,000 over eleven years, align with the County goal of shared information and collaborative data systems, and position the Probation Department with a flexible platform that can adapt to changes in local policies and state laws.

Chief Executive Office

Date



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



RAY LEYVA
Interim Chief Probation Officer

September 10, 2020

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

Dear Supervisors:

SUBJECT

This letter provides advance notification to the Board in accordance with Board Policy 5.100 that the Probation Department (Department) intends to enter negotiations for a Sole Source Contract (Contract) with Tyler Technologies to provide a Pretrial Services Assessment and Monitoring System (PSAMS) using its Tyler Supervision technology platform.

BACKGROUND

The Probation Pretrial Services Bureau relies on two outdated, expensive, inflexible systems for workflow, information support, and record keeping. The mainframe-based Own Recognizance Management System (ORMS) and the FoxPro-based Pretrial+ system operate on technology that is decades old, difficult to maintain, and not readily modified to support new changing business requirements. With these limitations, Probation is ill prepared for bail reform as it comes to California through a combination of case law, legislation, and judicial policymaking. The final rules and guidelines for bail and pretrial release are unknown, but the direction from legislative, political, community, and judicial sources is to use a risk and needs based approach.

The case *In re Kenneth Humphrey*, and Senate Bill 10 (SB 10), *Pretrial release or detention: pretrial services*, the latter of which would eliminate money bail and is pending a voter referendum on November 3, 2020, highlight the direction of change coming and the uncertainty around the details of bail reform in California.

On March 8, 2017, the Board of Supervisors unanimously adopted a motion coauthored by Supervisors Sheila Kuehl and Hilda Solis to advance pretrial and bail reform in the County of Los Angeles.

On June 19, 2018, the Board of Supervisors unanimously adopted a motion coauthored by Supervisors Sheila Kuehl and Mark Ridley-Thomas to direct the Chief Executive Office to prepare and submit a 5-signature letter to the Governor, Senator Bob Hertzberg, and the County's legislative delegation in support of SB 10, and request amendments that would help further align SB 10 to the County's needs, including necessary funding and local control relating to the reform and implementation of the County's pretrial release system.

On August 28, 2018, SB 10 was signed into law. A referendum to overturn SB 10 qualified for the November 2020 ballot, after being certified by the Secretary of State on January 16, 2019. Qualification of the referendum has the effect of staying SB 10, and the referendum will appear on the November ballot as Proposition 25.

On August 4, 2020, the Board of Supervisors unanimously adopted a motion coauthored by Supervisors Sheila Kuehl and Hilda Solis to direct the Chief Executive Officer, to report back to the Board in 270 days, and quarterly thereafter, with specific data related to pretrial services, including risk assessments, pretrial release, outcomes, and assistance provided to those released pretrial.

On August 4, 2020, the Board of Supervisors unanimously adopted a motion coauthored by Supervisors Sheila Kuehl and Mark Ridley Thomas on the Creation of a Criminal Justice Data Sharing Initiative in Los Angeles County to advance collecting, analyzing and publishing data about the justice-impacted population.

These actions underscore the need for a modern, flexible pretrial data system with strong data integration and reporting capabilities. The current systems cannot meet this urgent need.

SOLE SOURCE JUSTIFICATION

If Proposition 25 passes in November 2020, Pretrial Services expects its workload to increase dramatically from the 60,793 assessments and investigations conducted in 2019-2020. Whether or not Proposition 25 passes, it is expected that Pretrial Services will need to adapt rapidly to new policy requirements as the bail reform movement evolves, including the possible implementation of SB 10 in early 2021. The Department's mainframe-based ORMS system and FoxPro-based Pretrial+ system cannot rapidly adapt to fast-changing business requirements.

For example, a recent required change to ORMS took over six months to develop at a cost of about \$225,000. To reduce technical risk and establish a flexible platform that will support timely system changes driven by court cases, legislation, and policymaking, Probation must urgently replace its outdated and inflexible Pretrial platforms.

To meet the needs for a modern, adaptable system that can meet the demands of increased workload, shifting requirements, and data reporting, the Department intends

to negotiate an agreement with Tyler Technologies for its web-based Tyler Supervision system, formerly known as CaseloadPro, as the PSAMS.

PSAMS will provide a modern, flexible system that addresses current needs and provides support for the business processes and data requirements changes resulting from bail reform. It will provide a variety of standard reports and custom reporting capability to manage operations and report on outcomes.

With a modern user interface and case management design, and consolidation of multiple systems for Pretrial Services, PSAMS will improve efficiency over the existing outdated mainframe and FoxPro systems. An additional important benefit is support for workforce mobility and continuity of operations with secure access to the system from anywhere with internet connectivity.

PSAMS will be implemented as a secure, cloud-hosted, web-based system provided by Tyler Technologies. Tyler Technologies will integrate PSAMS with systems operated by the Los Angeles Superior Court (LASC) and the Sheriff's Department (LASD) to efficiently handle pretrial case work. With their deep experience in providing case management systems for LASC and nine California county pretrial services agencies, Tyler is in a unique position to connect its Tyler Supervision product to its Odyssey court case management system, which is being implemented at LASC, and leverage its existing interface capabilities to connect with LASD systems. This approach to meeting the Department's urgent need for a modern pretrial system will reduce duplicate data entry, speed implementation, improve efficiency, and reduce risk.

Alternatives and impact of not implementing PSAMS:

- a. Development of a custom application for interim needs:** It will take at least two years to develop an interim custom application, requiring hiring contractors for development, since the Department does not have the necessary resources and skill sets. Such a project would carry significant risk of failure due to the uncertainty of acquiring effective contractors. A new custom application would be challenging to integrate and difficult to support and maintain without the proper resources.
- b. Manual option, manual processes, paperwork, and non-compliance:** This is not a viable option since it is inefficient, with significant costs of \$900,000 just maintaining the existing systems. The majority of pretrial caseload management is currently done manually, including, investigation review and processing delivering reports to the court and attorneys. With the increased workload and new processes, requirements under bail reform will be significantly more challenging to meet.
- c. Time Constraints:** If Proposition 25 is approved on November 3, 2020, then SB 10 will become effective on January 1, 2021. In that event, Pretrial Services will significantly expand its workload, staffing, and supervised release resources in an extremely short timeframe to meet the mandates of the law. In addition, with the August 4, 2020, Board of Supervisors actions to create an initiative for *Data*

Collection to Support Pretrial Reform in Los Angeles County and for the Creation of a Criminal Justice Data Sharing Initiative, a modern, flexible, unified system for Pretrial Services will facilitate collection and sharing of information in accordance with the Board's direction. The original design scope for ORMS was for investigations only. With the mandated integration of pretrial supervision, a more contemporary case management platform with pretrial supervision already developed, tested, and ready for use with minimal additional business requirements is critical to meet these needs. Tyler Technologies has such a product in place today and has the resources to deliver the product within the shortest amount of time.

- d. **Costs:** The operational costs to modify, extract statistical data, and maintain our existing mainframe and FoxPro-based Pretrial systems is approximately \$900,000 and is expected to increase significantly. Tyler's web-based solution will offer lower annual costs, while better supporting the workflow and data needs of Pretrial Services.
- e. **Mainframe support and programmers:** Support for IBM mainframe systems is increasing challenging. It is difficult to maintain staffing of skilled programmers and technicians. Trying to maintain our current systems, even for an as-is level of functionality, will become even more expensive.

Tyler Supervision, formerly known as CaseloadPRO, is a cloud-hosted web-based caseload management system used in nine California counties as their case management platform in Pretrial Services. In March 2016, the Butte County Probation Department posted a *Request for Proposals for a Criminal Justice Case Management System and Related Support Services*. Pursuant to the Request for Proposals (RFP), Butte County awarded a contract to CaseloadPRO, L.P. Sutter and Alameda Counties leveraged Butte County's agreement to procure CaseloadPRO. Thus, Tyler Technologies has a deep familiarity with Probation Departments across California with demonstrated implementation success.

Maintenance costs for the current outdated systems are high, and it is in the County's financial interest to move quickly to acquire and implement Tyler Supervision for Pretrial Services. Doing so will save more than \$2,000,000 over seven years, align with the County goal of shared information and collaborative data systems, and position the Probation Department with a flexible platform that can adapt to changes in local policies and state laws.

Integration between information technology systems can be complex, time consuming, and risky. To maximize efficiency, PSAMS must be able to deliver important client information to criminal justice system stakeholders and must be able to track the outcomes of court proceedings to terminate or adjust service delivery. LASC is implementing Tyler Technologies software for its court management system, which puts Tyler in a unique position to expeditiously deliver integration between that system and PSAMS. In addition, to support the recent Los Angeles County Board of Supervisors

actions regarding data collection to support pretrial reform and criminal justice data sharing, the Tyler Supervision system will allow the Pretrial Services Bureau to offer selected data points of information from its cloud-based platform via web services.

FISCAL IMPACT/FINANCING

The proposed contract with Tyler will provide services under a seven (7) year contract term with three (3) optional one-year extensions. The cost of the agreement is estimated at \$3,500,000 for the seven-year term, which includes an estimated \$800,000 for implementation and \$2,700,000 in licensing, maintenance, and support.

Today Probation is spending approximately \$900,000 per year to maintain pretrial systems, and those costs are expected to escalate due to the outdated technology. Probation estimates saving over \$2,000,000 over the 7-year initial contract term. The Department has earmarked SB 678 funds to pay for the system implementation.

CONCLUSION

Pursuant to Board policy, the Department will proceed with sole source negotiations in four weeks, unless otherwise instructed by the Board. If you have any questions or require additional information, please contact me, or your staff may contact Reaver Bingham, Chief Deputy at (562) 940-2513.

Sincerely,



RAY LEYVA
Interim Chief Probation Officer

RL:RB:DG:va

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/25/2022	
BOARD MEETING DATE	6/8/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Sheriff's Department is seeking Board approval of Sole Source Amendments to Proposition A Contracts Number 78467 with Allied Universal Security Services (Allied) and Number 78469 with Securitas Security Services, USA, Inc. (Securitas); that will extend the term of the contracts for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to an additional six-months, in any increment. The delivery of armed and unarmed guard services (Guard Services) will continue to be cost-effective during the extension term.	
PROGRAM	Armed and Unarmed Security Guard Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: This is a Sole Source Amendment to the existing Contracts. The Amendments will provide uninterrupted Guard Services for client departments seeking to provide secure facilities for County residents receiving services at the locations, while the Department continues developing a competitive solicitation for a successor contract or contracts.	
DEADLINES/ TIME CONSTRAINTS	The current contracts expire on June 30, 2022.	
COST & FUNDING	Total cost: Estimated cost for each Contract, including the option year: \$47.1 million for Securitas (78469), \$42.6 million for Allied (78467).	Funding source: The fees paid to Allied and Securitas for Guard Services are offset by billings to client departments. The client departments are required to demonstrate that sufficient funds are budgeted for any service requests by providing a Departmental Service Order prior to delivery of Guard Services.
	TERMS (if applicable): Extend the term of the Contracts for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to an additional six-months, in any increment.	
PURPOSE OF REQUEST	The recommended actions will enable the Department to continue providing approximately 689 armed and unarmed security guards and security guard supervisors in 180 County facilities distributed within the Central, South and North Zones. Securitas provides services in Central and South Zones; and Allies provides services in the North Zone.	
BACKGROUND (Include internal/external issues that may exist including any related motions)	On March 10, 2022, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into Sole-Source Amendments to extend the contracts for Guard Services.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Irma Santana, Contracts Manager, 213-229-3264, ISantan@lasd.org Jovie Hough, County Project Director (213)61303915, jhough@lasd.org 	

June 8, 2022

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENTS TO EXTEND
PROPOSITION A CONTRACTS NUMBER 78467 WITH UNIVERSAL
PROTECTION SERVICES, LP DBA ALLIED UNIVERSAL SECURITY
SERVICES AND NUMBER 78469 WITH SECURITAS SECURITY SERVICES, USA,
INC. FOR ARMED AND UNARMED SECURITY GUARD SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval of Sole Source Amendments (Amendments) to Proposition A contracts (Contracts) Number 78467 with Universal Protection Services, LP dba Allied Universal Security Services (Allied) and Number 78469 with Securitas Security Services, USA, Inc. (Securitas), that will extend the term of the Contracts for one year, plus a six-month option period. The Amendments will maintain uninterrupted armed and unarmed security guard services (Guard Services) for County departments to provide secure facilities for their customers at public locations while the Department completes a competitive solicitation for a successor contract or contracts. The delivery of Guard Services will continue to be cost-effective during the extension term.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute Amendments, substantially similar to the attached Amendments to extend the term of the Contracts

for one year, from July 1, 2022, through June 30, 2023, plus an option to extend for up to six additional months, in any increment.

2. Delegate authority to the Sheriff, or his designee, to execute the additional six-month option period in any increment provided it is in the best interest of the County.
3. Delegate authority to the Sheriff, or his designee, to terminate the Contracts for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice once the Department has completed the solicitation process for a replacement contract or contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the Department to continue providing approximately 689 armed and unarmed security guards and security guard supervisors to 180 County facilities distributed within the Central Zone, South Zone, and North Zone geographical units of the Department's Countywide Services Bureau. Securitas provides services in the Central and South Zones and Allied provides services in the North Zone.

On January 5, 2016, the Board approved and authorized the Contracts for Guard Services with Allied and Securitas with an initial term from February 1, 2016, through January 31, 2019, plus three additional one-year extension options, with a final expiration date of January 31, 2022.

On December 21, 2021, appearing on the Board agenda as item #25, the Department sought Board approval to extend the Contracts with Allied and Securitas for a period of five months, from February 1, 2022, through June 30, 1011, with an option period of up to six additional months. Per a motion by Supervisor Janice Hahn, the Board adopted the five-month extension period but removed the six-month option period pending the outcome of the December 7, 2021, Board Motion by Supervisors Hilda L. Solis and Hahn re: Health Care for Contracted Employees.

The Contracts will expire on June 30, 2022. On March 10, 2022, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for Sole-Source Amendments to extend the Contracts for a period of one year, plus an option for up to six-months in any increment, to prevent disruption of Guard Services while the Department completes its solicitation for a successor contract.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by enabling the Department to provide Guard Services for client departments and the communities they serve by hiring qualified contracted armed and unarmed security guards and security guard supervisors.

FISCAL IMPACT/FINANCING

The fees paid by the Department to Allied and Securitas for Guard Services will be offset by billings to the following client departments; Assessor, Auditor-Controller, Chief Executive Office, Child Support Services, Children and Family Services, District Attorney, Internal Services, Mental Health, Military and Veterans Affairs, Public Health, Probation, Registrar/County Clerk, Library, and Workforce Development Aging & Community Services.

The hourly rate increases for the Amendment term are provided in attached Exhibit B, Pricing Schedule, for reference. The cost for providing Guard Services under during the Amendment term is estimated to be \$42.6 million for Allied and \$47.1 million for Securitas based upon the service levels currently requested by the client departments.

The client departments have provided documentation that sufficient funds are budgeted to maintain their requested level of Guard Services for the Amendment term. Similarly, the Department will seek the necessary revenue-offset appropriation during the scheduled budget process to finance the Guard Services during the Amendment term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 5, 2016, the Board approved and authorized the Contracts for Guard Services with Allied and Securitas with an initial term from February 1, 2016, through January 31, 2019, plus three additional one-year extension options, with a final expiration date of January 31, 2022.

The Contracts were amended on seven occasions to reflect the exercise of the option terms, add and/or update new County-mandated provisions, and to remove references to the Department of Health Services and the Department of Public Social Services. Additionally, the Contract with Allied (originally AlliedBarton) was amended to memorialize the Contractor's name change.

Allied and Securitas will continue to be responsible for providing Security Guard services on an ongoing basis.

The Honorable Board of Supervisors
June 8, 2022
Page 4

The Contracts, including the proposed Amendments, continue to meet Proposition A cost effectiveness criteria.

Allied and Securitas are compliant with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program, and the Living Wage Program (County Code Chapter 2.201) requirements.

County Counsel will approve the Amendments as to form prior to execution.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow the Department to efficiently provide uninterrupted Guard Services to client departments for the benefit of their customers.

CONCLUSION

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

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

TKM:AV:av
(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, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Dawyn Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Holly A. Francisco, Assistant Sheriff
John L. Satterfield, Chief of Staff
Laura E. Lecrivain, Division Chief, Countywide Services Division (CWSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Ernest E. Chavez, Commander, CWSD
Glen C. Joe, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Dave E. Culver, Assistant Director, FAB, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Irma Santana, Contracts Manager, Contracts Unit
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy ASD
Jovie Hough, County Project Manager, County Services Bureau
Abby Valdez, Senior Contract Analyst, Contracts Unit
(Contracts - Allied & Securitas Security Guard Services 06-08-22)

**AMENDMENT NUMBER EIGHT
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

This Amendment Number Eight (Amendment) to Contract Number 78467 (Contract) is entered into by and between County of Los Angeles (County) and Universal Protection Services, LP dba Allied Universal Security Services (Contractor) (formerly AlliedBarton Security Services, LP), effective upon execution by both parties.

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on February 22, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) memorialize the merger of the parent companies of AlliedBarton Security Services, LP and Universal Services of America, and the corporate name change of the California operating entity from AlliedBarton Security Services, LP to Universal Protection Service, LP dba Allied Universal Security Services; (2) replace Sub-paragraph 4.1 to clarify the Contract commencement date; (3) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process; (4) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking; (5) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance; (6) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process; (7) replace Exhibit B (Pricing Schedule) to reflect costs associated with compliance with the updated County's Living Wage Ordinance, and (8) update the County Living Wage Ordinance exhibits; and
- C. WHEREAS, on January 23, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019 through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and
- D. WHEREAS, on March 12, 2019, County Board of Supervisors approved contract number 78926 between County and Contractor for the provision of unarmed security guard services to the Los Angeles County Department of Health Services (DHS) at County DHS facilities and other County facilities occupied by DHS, for the period of May 1, 2019 through January 31, 2022; and

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- E. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and Contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and
- F. WHEREAS, on January 10, 2020, County and Contractor entered into Amendment Number Four to (1) exercise the second one-year option period and extend the term of the Contract from February 1, 2020 through and including January 31, 2021; and (2) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- G. WHEREAS, on November 18, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the third and final one-year option period and extend the term of the Contract from February 1, 2021 through and including January 31, 2022; (2) add County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- H. WHEREAS, on June 8, 2021, County Board of Supervisors approved contract number 79156 for Contractor to provide armed and unarmed security guard services directly to the Los Angeles County Department of Public Social Services (DPSS) at DPSS locations and at other facilities as needed, for the period of June 23, 2021 through June 22, 2024; and
- I. WHEREAS, on November 10, 2021, County and Contractor entered into Amendment Number Six to (1) cease all services provided to DPSS under this Contract and remove all references herein to services specific to DPSS, including applicable locations/addresses, staffing levels/plans, and Contract language throughout the Contract and relevant exhibits; (2) update the County-mandated provision regarding Facsimile Representations; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DPSS information; and (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DPSS staffing levels/plans; and
- J. WHEREAS, on January 24, 2022, County and Contractor entered into Amendment Number Seven to (1) extend the term of the Contract for five months, from February

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1, 2022, through and including June 30, 2022; (2) add County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2022, of the Contract.

- K. WHEREAS, the Contract currently expires on June 30, 2022: and
- L. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to six additional months, in any increment; (2) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees Regarding the Safely Surrender Baby Law, Compliance with Fair Chance Employment Practices and Employee Retention Rights; (3) update Exhibit B (Pricing Schedule) to add the Maximum Annual Contract Sums for the extension period; and (4) update Exhibit G4 - COVID-19 Certification of Compliance to provide clarification for Contractor Personnel.

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 Contract as follows:

1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to an additional six-months, in any increment:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on June 30, 2023, with an option to extend for up to six additional months, in any increment, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County shall have the sole option to extend the term of this Contract up to six months, in any increment. Such options period(s) may be exercised at the sole discretion of the Sheriff, as authorized by the County Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be

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used for a variety of purposes, including determining whether the County will exercise an extension option.

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

2. Paragraph 5.0 (Contract Sum) sub-paragraph 5.1 only, of the Contract is amended as follows to add the Maximum Annual Contract Sums for the extension period:

5 Month Ext. Option (2/1/22-6/30/22)
\$9,768,480.26

One Year Extension (7/1/22-6/30/23)
\$28,007,430.11

6 Month Ext. Option (7/1/23-12/31/23)
\$14,558,962.00

3. Sub-paragraph 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law:

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

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

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

4. Sub-paragraph 8.33 (Notice to Employees Regarding the Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the

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County-mandated provision regarding Notice to Employees Regarding the Safely Surrendered Baby Law:

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

5. Sub-paragraph 8.55 (Compliance with Fair Chance Employment Hiring Practices) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Fair Chance Employment Practices:

8.55 Compliance with Fair Chance Employee Practices

8.55.1 Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract.

8.55.2 Contractor's certification of compliance with fair chance employment hiring practices is attached as Exhibit M (Compliance with Fair Chance Employments Hiring Practices Certification) of the Contract.

6. Sub-paragraph 9.1.11 (Employee Retention Rights) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Contractor Employee Retention Rights:

9.1.11 Contractor Employee Retention Rights

1. Contractor must offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual who:

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(a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and

(b) has been employed a contractor under a predecessor security services contract with the County for at least six (6) months prior to the date of the Contract; and

(c) is, or will be terminated from their employment as a result of County entering into a Contract.

2. Contractor will not be required to hire a retention employee who:

(a) has been convicted of a crime related to the job or their performance; or

(b) fails to meet any other County requirement for employees of the Contractor.

3. Contractor will not terminate a retention employee, except for cause, until:

(a) The first ninety (90) days of employment under the Contract; or

(b) The termination of the Contract.

Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employee.

7. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period.

8. Exhibit G4 (COVID-19 Certification of Compliance form) is deleted in its entirety and replaced with the amended and restated Exhibit G4 (COVID-19 Vaccination Certification of Compliance), attached hereto, to include clarification for Contractor Personnel.

9. Except as expressly provided in this Amendment Number Eight, all other terms,

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covenants, and conditions of the Contract shall remain the same and in full force and effect.

10. Contractor represents and warrants that the person executing this Amendment Number Eight 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.

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TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

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

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

UNIVERSAL PROTECTION SERVICES, LP dba
ALLIED UNIVERSAL SECURITY SERVICES

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN HARRISON
A/County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

**AMENDMENT NUMBER EIGHT
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

This Amendment Number Eight (Amendment) to Contract Number 78469 (Contract) is entered into by and between the County of Los Angeles (County) and Securitas Security Services, USA, Inc. (Contractor), effective upon execution by both parties.

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on February 13, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) to replace Sub-paragraph 4.1 to clarify the Contract commencement date, (2) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process, (3) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking, (4) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance, (5) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process, (6) replace Exhibit B (Pricing Schedule) to reflect costs associated with the updated County's Living Wage Ordinance, and (7) update the County's Living Wage Ordinance exhibits; and
- C. WHEREAS, on January 8, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019 through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and
- D. WHEREAS, on March 12, 2019, County Board of Supervisors approved contract number 78925 between County and Contractor for the provision of unarmed security guard services to the Los Angeles County Department of Health Services (DHS) at County DHS facilities and other County facilities occupied by DHS, for the period of May 1, 2019 through January 31, 2022; and
- E. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1

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(Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and

- F. WHEREAS, on January 10, 2020, County and Contractor entered into Amendment Number Four to (1) exercise the second one-year option period and extend the term of the Contract from February 1, 2020 through and including January 31, 2021; and (2) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- G. WHEREAS, on November 18, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the third and final one-year option period and extend the term of the Contract from February 1, 2021 through and including January 31, 2022; (2) add County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- H. WHEREAS, on June 8, 2021, County Board of Supervisors approved contract number 79156 for Contractor to provide armed and unarmed security guard services directly to the Los Angeles County Department of Public Social Services (DPSS) at DPSS locations and at other facilities as needed, for the period of June 23, 2021 through June 22, 2024; and
- I. WHEREAS, on November 10, 2021, County and Contractor entered into Amendment Number Six to (1) cease all services provided to DPSS under this Contract and remove all references herein to services specific to DPSS, including applicable locations/addresses, staffing levels/plans, and Contract language throughout the Contract and relevant exhibits; (2) update the County-mandated provision regarding Facsimile Representations; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DPSS information; and (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DPSS staffing levels/plans; and
- J. WHEREAS, on January 24, 2022, County and Contractor entered into Amendment Number Seven to (1) extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022; (2) add County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2022, of the Contract.

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- K. WHEREAS, the Contract currently expires on June 30, 2022: and
- L. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to six additional months, in any increment; (2) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees Regarding the Safely Surrender Baby Law, Compliance with Fair Chance Employment Practices and Employee Retention Rights; (3) update Exhibit B (Pricing Schedule) to add the Maximum Annual Contract Sums for the extension period; and (4) update Exhibit G4 - COVID-19 Certification of Compliance to provide clarification for Contractor Personnel.

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 Contract as follows:

1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to an additional six-months, in any increment

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on June 30, 2023, with an option to extend for up to six additional months, in any increment, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County shall have the sole option to extend the term of this Contract up to six months, in any increment. Such options period(s) may be exercised at the sole discretion of the Sheriff, as authorized by the County Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.4 Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification

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

2. Paragraph 5.0 (Contract Sum), sub-paragraph 5.1 only, of the Contract is amended as follows to add the Maximum Annual Contract Sums and update the Maximum Contract Sum for the extension period

5 Month Ext. Option (2/1/22-6/30/22)
\$10,491,134.40

One Year Extension (7/1/22-6/30/23)
\$31,018,015.62

6 Month Ext. Option (7/1/23-12/31/23)
\$16,050,302.70

The Maximum Contract Sum shall be \$257,928,009.06

3. Sub-paragraph 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law:

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

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

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

4. Sub-paragraph 8.33 (Notice to Employees Regarding the Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Notice to Employees Regarding the Safely Surrendered Baby Law:

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8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

5. Sub-paragraph 8.55 (Compliance with Fair Chance Employment Hiring Practices) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Fair Chance Employment Practices:

8.55 Compliance with Fair Chance Employee Practices

8.55.1 Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract.

8.55.2 Contractor's certification of compliance with fair chance employment hiring practices is attached as Exhibit M (Compliance with Fair Chance Employments Hiring Practices Certification) of the Contract.

6. Sub-paragraph 9.1.11 (Employee Retention Rights) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Contractor Employee Retention Rights:

9.1.11 Contractor Employee Retention Rights

1. Contractor must offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual who:
 - (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and

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(b) has been employed a contractor under a predecessor security services contract with the County for at least six (6) months prior to the date of the Contract; and

(c) is, or will be terminated from their employment as a result of County entering into a Contract.

2. Contractor will not be required to hire a retention employee who:

(a) has been convicted of a crime related to the job or their performance; or

(b) fails to meet any other County requirement for employees of the Contractor.

3. Contractor will not terminate a retention employee, except for cause, until:

(a) the first ninety (90) days of employment under the Contract; or

(b) the termination of the Contract.

Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employee.

7. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period.
8. Exhibit G4 (COVID-19 Certification of Compliance form) is deleted in its entirety and replaced with the amended and restated Exhibit G4 (COVID-19 Vaccination Certification of Compliance), attached hereto, to include clarification for Contractor Personnel.
9. Except as expressly provided in this Amendment Number Eight, all other terms, covenants, and conditions of the Contract shall remain the same and in full force and effect.

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10. Contractor represents and warrants that the person executing this Amendment Number Eight 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.

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FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

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

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

SECURITAS SECURITY SERVICES, USA, INC.

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN HARRISON
A/County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____,
[Project director or authorized principal] [Company / Contractor Name]

("Contractor"), **certify** that on County Contract Number 78467 for

Armed and Unarmed Security Guard Services

[Description of services provided]

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors

_____	_____
_____	_____
_____	_____
_____	_____

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____,
[Project director or authorized principal] [Company / Contractor Name]

("Contractor"), **certify** that on County Contract Number 78469 for

Armed and Unarmed Security Guard Services

[Description of services provided]

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors

_____	_____
_____	_____
_____	_____
_____	_____

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR

NORTH ZONE - SPAS ONE, TWO, AND FOUR										
GUARD ITEM	HOURS REQUIRED		NORTH ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22-6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		NORTH ZONE (2/1/22 - 12/31/23)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED	48,979	587,748	\$ 92,770,144.32							
Effective 2/1/22 - 6/30/22	11,248	56,240		\$ 30.46	\$ 1,713,070.40					\$ 1,713,070.40
Effective 7/1/22 - 6/30/23	8,809	105,703				\$ 37.32	\$ 3,944,826.63			\$ 3,944,826.63
Effective 7/1/23 - 1/31/24	8,809	52,851						\$ 39.10	\$ 2,066,488.76	\$ 2,066,488.76
ARMED	41,392	496,704	\$ 85,055,592.96							
Effective 2/1/22 - 6/30/22	33,668	168,340		\$ 34.97	\$ 5,886,849.80					\$ 5,886,849.80
Effective 7/1/22 - 6/30/23	33,692	404,302				\$ 43.71	\$ 17,672,019.00			\$ 17,672,019.00
Effective 7/1/23 - 1/31/24	33,692	202,151						\$ 45.39	\$ 9,175,622.77	\$ 9,175,622.77
SUPERVISOR	9,024	108,288	\$ 20,104,750.08							
Effective 2/1/22 - 6/30/22	6,984	34,920		\$ 36.67	\$ 1,280,516.40					\$ 1,280,516.40
Effective 7/1/22 - 6/30/23	7,224	86,684				\$ 44.35	\$ 3,844,454.47			\$ 3,844,454.47
Effective 7/1/23 - 1/31/24	7,224	43,342						\$ 45.99	\$ 1,993,308.47	\$ 1,993,308.47
POST COMMANDER	174	2,088	\$ 488,174.40			N/A		N/A		
Projected Totals	250,917	2,349,361	\$ 198,418,661.76							
Expenditure Totals (2/1/16 - 1/31/22)			\$ 159,180,117.97							\$ 159,180,117.97
Amendment 7 (2/1/22 - 6/30/22) 5 Month Extension including 10%					\$ 8,880,436.60					\$ 9,768,480.26
Amendment 8 (7/1/22 -12/31/23) Extension Years- Projected Totals							\$ 25,461,300.10		\$ 13,235,420.00	
Amendment 8 Extension Years: Maximum Annual Contract Sum, including the 10%						Max Annual Contract Sum	\$ 28,007,430.11	Max Annual Contract Sum	\$ 14,558,962.00	\$ 42,566,392.11
Total Contract Cost (2/1/16 - 12/31/23)										\$ 211,514,990.34
Maximum Contract Sum (as revised in Amendment 3)			\$ 218,797,519.78							\$ 218,797,519.78

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY)										
NORTH ZONE - SPAS ONE, TWO, AND FOUR										
GUARD	HOURS REQUIRED		NORTH ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22-6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		NORTH ZONE (2/1/22 - 12/31/23)
ITEM	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED	0	0		\$ 45.69		\$ 55.98		\$ 58.65		\$ -
ARMED	0	0		\$ 52.46		\$ 65.57		\$ 68.09		\$ -
SUPERVISOR	0	0		\$ 55.01		\$ 66.53		\$ 68.99		\$ -
POST COMMANDER N/A	0	0		N/A		N/A		N/A		\$ -

EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
CENTRAL ZONE - SPAS THREE AND FIVE

CENTRAL ZONE - SPA THREE AND FIVE										
GUARD ITEM	HOURS REQUIRED		CENTRAL ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		CENTRAL ZONE (2/1/22 - 12/31/23)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED	4,955	59,460	\$ 11,199,885.60							
Effective 2/1/22 - 6/30/22	2,780	13,900		\$ 38.11	\$ 529,729.00					\$ 529,729.00
Effective 7/1/22 - 6/30/23	3,564	42,766				\$ 39.44	\$ 1,686,697.74			\$ 1,686,697.74
Effective 7/1/23 - 1/31/24	3,564	21,383						\$ 40.82	\$ 872,857.53	\$ 872,857.53
ARMED	14,389	172,668	\$ 34,392,012.24							
Effective 2/1/22 - 6/30/22	7,984	39,920		\$ 40.19	\$ 1,604,384.80					\$ 1,604,384.80
Effective 7/1/22 - 6/30/23	9,347	112,169				\$ 41.60	\$ 4,666,220.42			\$ 4,666,220.42
Effective 7/1/23 - 1/31/24	9,347	56,084						\$ 43.05	\$ 2,414,432.56	\$ 2,414,432.56
SUPERVISOR	2,029	24,348	\$ 5,039,062.08							
Effective 2/1/22 - 6/30/22	1,416	7,080		\$ 41.69	\$ 295,165.20					\$ 295,165.20
Effective 7/1/22 - 6/30/23	1,322	15,860				\$ 43.15	\$ 684,359.00			\$ 684,359.00
Effective 7/1/23 - 1/31/24	1,322	7,930						\$ 44.66	\$ 354,153.80	\$ 354,153.80
Projected Totals	62,019	573,568	\$ 50,630,959.92							
Expenditure Totals (2/1/16 - 1/31/22)			\$ 50,880,566.87							\$ 50,880,566.87
Amendment 7 (2/1/22 - 6/30/22) 5 Month Extension including 10%					\$ 2,429,279.00					\$ 2,672,206.90
Amendment 8 (7/1/22 -12/31/23) Extension Years- Projected Totals							\$ 7,037,277.16		\$ 3,641,443.89	
Amendment 8 Extension Years: Maximum Annual Contract Sum, including the 10%							Max Annual Contract Sum \$ 7,741,004.88	Max Annual Contract Sum	\$ 4,005,588.28	\$ 11,746,593.15
Total Contract Cost (2/1/16 - 12/31/23)										\$ 65,299,366.92
Maximum Contract Sum (as revised in Amendment 3)			\$ 55,694,055.91							\$ 55,694,055.91

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY) CENTRAL ZONE - SPAS THREE AND FIVE										
GUARD ITEM	HOURS REQUIRED		CENTRAL ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		CENTRAL ZONE (2/1/22 - 12/31/23)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED				\$ 57.17		\$ 59.16		\$ 61.23		
ARMED				\$ 60.29		\$ 62.40		\$ 64.58		
SUPERVISOR				\$ 62.54		\$ 64.73		\$ 66.99		
POST COMMANDER N/A				N/A		N/A		N/A		

[Amended and Restated Under Amendment Number 8]

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT**

SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT										
GUARD ITEM	HOURS REQUIRED		SOUTH ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		SOUTH ZONE (2/1/22 - 12/31/23)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED	31,325	375,900	\$ 69,203,190.00							
Effective 2/1/22 - 6/30/22	5,920	29,600		\$ 38.11	\$ 1,128,056.00					\$ 1,128,056.00
Effective 7/1/22 - 6/30/23	8,025	96,296				\$ 39.44	\$ 3,797,894.52			\$ 3,797,894.52
Effective 7/1/23 - 1/31/24	8,025	48,148						\$ 40.82	\$ 1,965,391.16	\$ 1,965,391.16
ARMED	36,151	433,812	\$ 84,450,182.04							
Effective 2/1/22 - 6/30/22	25,776	128,880		\$ 40.19	\$ 5,179,687.20					\$ 5,179,687.20
Effective 7/1/22 - 6/30/23	27,944	335,326				\$ 41.60	\$ 13,949,561.60			\$ 13,949,561.60
Effective 7/1/23 - 1/31/24	27,944	167,663						\$ 43.05	\$ 7,217,892.15	\$ 7,217,892.15
SUPERVISOR	8,204	98,448	\$ 19,975,099.20							
Effective 2/1/22 - 6/30/22	3,844	19,220		\$ 41.69	\$ 801,281.80					\$ 801,281.80
Effective 7/1/22 - 6/30/23	6,592	79,107				\$ 43.15	\$ 3,413,462.74			\$ 3,413,462.74
Effective 7/1/23 - 1/31/24	6,592	39,553						\$ 44.66	\$ 1,766,457.08	\$ 1,766,457.08
POST COMMANDER	521	6,252	\$ 1,488,476.16			N/A		N/A		
Projected Totals	196,862	1,858,205	\$ 175,116,947.40							
Expenditure Totals			\$ 148,061,215.60							\$ 148,061,215.60
Amendment 7 (2/1/22 - 6/30/22) 5 Month Extension including 10%					\$ 7,109,025.00					\$ 7,819,927.50
Amendment 8 (7/1/22 -12/31/23) Extension Years- Projected Totals							\$ 21,160,918.86		\$ 10,949,740.38	
Amendment 8 Extension Years: Maximum Annual Contract Sum, including the 10%						Max Annual Contract Sum	\$ 23,277,010.74	Max Annual Contract Sum	\$ 12,044,714.42	\$ 35,321,725.16
Total Contract Cost (2/1/16 - 12/31/23)										\$ 191,202,868.26
Maximum Contract Sum (as revised in Amendment 3)			\$ 192,628,642.14							\$ 192,628,642.14

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY) SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT										
GUARD ITEM	HOURS REQUIRED		SOUTH ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		SOUTH ZONE (2/1/22 - 12/31/23)
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED				\$ 57.17		\$ 59.16		\$ 61.23		
ARMED				\$ 60.29		\$ 62.40		\$ 64.58		
SUPERVISOR				\$ 62.54		\$ 64.73		\$ 66.99		
POST COMMANDER N/A				N/A		N/A		N/A		

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/25/2022	
BOARD MEETING DATE	6/08/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Board approval to extend Contract Number 78636 with Legacy Computer Service	
PROGRAM	Hewlett Packard (HP) Tandem NonStop Computer hardware maintenance services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: In compliance with Board Policy 5.110 – Amendments to extend the term of the current contract beyond its original term are “Sole Source Amendments”.	
DEADLINES/ TIME CONSTRAINTS	The current Contract expires September 7, 2022.	
COST & FUNDING	Total cost: Est. Annual Cost \$97,044	Funding source: General Fund
	TERMS (if applicable): Two years, plus two additional one-year option periods	
	Explanation: Cost will be funded through the General Fund (A01) by Communications & Fleet Management Bureau (15757).	
PURPOSE OF REQUEST	This is for the continuation of the support and maintenance for the Department's CAD system hardware, which is still in use while the solicitation and implementation process for a successor system is completed.	
BACKGROUND (include internal/external issues that may exist including any related motions)	No issues or concerns	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, afaiell@lasd.org • Lt. Marshall Yelverton, (323) 881-8002, mryelver@lasd.org	

June 8, 2022

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER FOUR TO
EXTEND CONTRACT NUMBER 78636 WITH LEGACY COMPUTER
SERVICE FOR CONTINUED HEWLETT PACKARD TANDEM
NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval from the Board to execute Sole Source Amendment Number Four (Amendment) to extend Contract Number 78636 (Contract) with Legacy Computer Service for continued Hewlett Packard (HP) Tandem NonStop computer hardware maintenance services (Services). The Contract expires on September 7, 2022.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his authorized designee, to execute the attached Amendment to the Contract with Legacy Computer Service (LCS) to extend the term of the Contract for two years, from September 8, 2022, through September 7, 2024, with two additional one-year option periods, and increase the Contract Sum by \$388,176 for a total Contract Sum not to exceed \$995,823 for the term of the Contract.

2. Delegate authority to the Sheriff or his authorized designee to execute change notices and amendments to the Contract as applicable to: (1) effectuate assignment of rights and/or delegation of duties under the Contract in the event of the contracting entity's merger, acquisition, or other corporate change; (2) modify the Contract to include new and/or revised standard County contract provisions adopted by the Board as required from time to time; (3) execute one or more of the extension options if it is in the best interest of the County; and (4) terminate the Contract, either in whole or in part, by provision of a ten-day written notice if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue providing public safety services to County residents 24 hours per day, 7 days a week. The HP Tandem NonStop computer hardware which hosts the Department's Computer Aided Dispatch (CAD) system is critical to the operation and business needs of the Department. It contains all the records of the Department's actions related to 9-1-1 calls for service.

Implementation of Strategic Plan Goals

The Services provided under this Contract support the County's Strategic Plan, Goal III – Realize Tomorrow's Government Today, by maximizing the use of technology to efficiently and securely utilize the 9-1-1 emergency calling technology for public safety services.

FISCAL IMPACT/FINANCING

The Amendment increases the Contract Sum by a total of \$388,176. The revised Contract Sum shall not exceed \$995,823. Funding has been identified in the Department's operating budget. The Sheriff's Department is responsible for ensuring it has adequate funding in its operating budget prior to requesting and approving services under the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 8, 2017, the Board approved the Contract with LCS for HP Tandem NonStop computer hardware maintenance services with a Contract Sum not to exceed \$756,518. Subsequently, the Department executed change notices to reflect reductions in installed equipment, which resulted in reduced maintenance costs paid to LCS. As of the date of this letter, the not-to-exceed Contract Sum is \$607,647.

On March 2, 2020, the Sheriff executed Amendment Number One to the Contract to exercise the first one-year option period from March 8, 2020, through and including March 7, 2021.

On February 4, 2021, the Sheriff executed Amendment Number Two to the Contract to exercise the second one-year option period from March 8, 2021, through and including March 7, 2022.

On September 28, 2021, the Sheriff executed Amendment Number Three to the Contract to exercise the final six-month option period from March 8, 2022, through and including September 7, 2022.

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 determined this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

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

CONTRACTING PROCESS

On November 17, 2021, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for a sole source Amendment to extend the term of the Contract.

LCS possesses the required knowledge and requisite skills to properly maintain the Department's HP Tandem NonStop computer hardware. The HP Tandem NonStop hardware hosts the Department's legacy Computer Aided Dispatch (CAD) system. Development of the technical and business requirements for the CAD system's replacement solution is underway. The Department anticipates the release of a Request for Proposals for the replacement solution in mid-2023.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure the continuation of the Services for the Department's HP Tandem NonStop computer hardware that hosts the Department's legacy CAD system, supporting 9-1-1 dispatch calls to the Department's patrol vehicles.

The Honorable Board of Supervisors
June 8, 2022
Page 4

CONCLUSION

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

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
ACTING CHIEF INFORMATION OFFICER

AV:TKM:JK:jk
(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, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Dawyn Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Acting Chief, Technology and Support Division (TSD)
Glen C. Joe, Assistant Division Director, ASD
Judy A. Anderson, Acting Commander, TSD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB)
David E. Culver, Assistant Director, FAB
Marshall R. Yelverton, Lieutenant, CFMB
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, Contracts Unit (CU)
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy ASD
Tony Liu, Senior Contracts Analyst, CU
Joanna Kim, Contracts Analyst, CU
(Contracts - Legacy Computer Service-HP Tandem Maintenance 06-08-22)

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR HEWLETT PACKARD (HP) TANDEM NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES

MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

A Sole Source amendment to extend the Contract with Legacy Computer Service to provide maintenance service for the hardware and operating system (OS) that are used to run the Department's Computer Aided Dispatch (CAD) system.

Hardware: Tandem NonStop Himalaya servers (No longer supported by the manufacturer)

OS Software: Guardian OS (No longer supported by the manufacturer)

2. Why is the product needed? – How will it be used?

N/A. Maintenance service is needed for the 25-plus-year-old hardware and OS that is no longer supported by the manufacturer.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

N/A. This is a maintenance service agreement.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

Yes, the contract was secured via an open competitive solicitation. The vendors that did respond did not meet the minimum requirements needed to properly service the 25-plus-year-old equipment and OS and/or their pricing was prohibitive.

5. **Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

N/A

6. **Is the product proprietary or is it available from various dealers? Have you verified this?**

N/A. The contract was secured via an open competitive solicitation.

7. **Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

Pricing was obtained via an open competitive bidding process. The pricing obtained is compatible with other private and government entity pricing.

8. **If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

N/A

**AMENDMENT NUMBER FOUR
TO
CONTRACT NUMBER 78636
FOR HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

This Amendment Number Four (hereinafter "Amendment") to Contract Number 78636 (hereinafter "Contract") is entered into by and between County of Los Angeles (hereinafter "County") and Legacy Computer Service (hereinafter "Contractor") and effective as of September 8, 2022.

- A. WHEREAS, on March 8, 2017, County and Contractor entered into the Contract to provide Maintenance Services, as defined in the Contract, for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on March 8, 2017, the Board of Supervisors delegated authority to the Sheriff to execute amendments to the Contract to align the Contract with County needs, including extending its term; and
- C. WHEREAS, the Contract had an Initial Term, as defined in the Contract, with two (2) additional one-year terms and one (1) additional six-month term (Extended Term); and
- D. WHEREAS, on March 2, 2020, County and Contractor entered into Amendment Number One to the Contract to, among other things, exercise the first one-year Extended Term from March 8, 2020, through and including March 7, 2021; and
- E. WHEREAS, on February 4, 2021, County and Contractor entered into Amendment Number Two to the Contract to, among other things, exercise the second one-year Extended Term from March 8, 2021, through and including March 7, 2022; and
- F. WHEREAS, on September 28, 2021, County and Contractor entered into Amendment Number Three to the Contract to, among other things, exercise the final six-month Extended Term from March 8, 2022, through and including September 7, 2022; and
- G. WHEREAS, after the exercise of all the extensions, the Contract will expire on September 7, 2022; and
- H. WHEREAS, County desires to extend the term of the Contract for an additional two-year period from September 8, 2022, through and including September 7, 2024, with two additional one-year periods at the County's discretion through and including September 7, 2026 if executed in their entirety; and

**AMENDMENT NUMBER FOUR
TO
CONTRACT NUMBER 78636
FOR HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

- I. WHEREAS, County and Contractor agree to (1) extend the term of the Contract from September 8, 2022, through and including September 7, 2024; (2) increase the Contract Sum to cover the extension and the two additional one-year options; (3) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions; (4) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel; (5) amend and restate Attachment 1 – Equipment Listed by System and Department Site to Exhibit A (Statement of Work) of the Contract to update Equipment; (6) add Attachment 1 to Exhibit B (Equipment Maintenance Price List and Hourly Rates) to the Contract to extend the pricing schedule in accordance with the term extension; and (7) add Exhibit L (COVID-19 Vaccination Certification of Compliance) to the Contract in accordance with the County-mandated provision.

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

1. Paragraph 4 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract through and including September 7, 2024:

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence March 8, 2017, and shall terminate on September 7, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 At the end of the term, County may, at its sole option, extend this Contract for up to two (2) additional one-year terms (hereinafter "Extended Term"). County shall be deemed to have exercised each Extended Term automatically, without further act; however, if County elects not to exercise its option to extend at the end of the term or the Extended Term, as applicable, the remaining option(s) shall lapse. Each such option shall be exercised at the sole discretion of the County as authorized by the Board of Supervisors
- 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove.

**AMENDMENT NUMBER FOUR
TO
CONTRACT NUMBER 78636
FOR HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit D (County's Administration).

- 4.4 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 County will exercise a Contract term extension option.
2. Paragraph 5.1 of Paragraph 5 (Contract Sum) of the Contract is deleted in its entirety and replaced as follows to update the Contract Sum:
 - 5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for all goods, Services and other work provided by Contractor, inclusive of all parts, taxes and other expenses for the term and any and all Extended Terms, is and shall not exceed nine hundred ninety-five thousand eight hundred twenty-three Dollars (\$995,823) during the term of the Contract, as further detailed in Exhibit B (Equipment Maintenance Price List and Hourly Rates). No out-of-pocket fees, costs or expenses shall be reimbursed by County to Contractor under the Contract. There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
3. Paragraph 9 (Assignment and Delegation/Mergers or Acquisitions) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

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- 9.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent 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 County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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.
4. Paragraph 73 (COVID-19 Vaccinations of County Contractor Personnel) is added to the Contract as follows to add the County-mandated provision:

73. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 73.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3)

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coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

- 73.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 73.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 73.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt

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pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

73.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

- 5. Attachment 1 – Equipment Listed by System and Department Site to Exhibit A (Statement of Work) of the Contract is deleted in its entirety and replaced with the amended and restated Attachment 1 – Equipment Listed by System and Department Site, attached hereto, to update Equipment.

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6. Attachment 1 to Exhibit B (Equipment Maintenance Price List and Hourly Rates), attached hereto, is added to the Contract to extend the pricing schedule in accordance with the term extension.
7. Exhibit L (COVID-19 Vaccination Certification of Compliance) is added to the Contract, attached hereto, in accordance with the County-mandated provision.
8. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Contract shall remain the same and in full force and effect.
9. 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.

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TO
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FOR HP TANDEM NONSTOP COMPUTER HARDWARE
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Four to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES
ALEX VILLANUEVA, SHERIFF

By: _____
TIMOTHY K. MURAKAMI,
UNDERSHERIFF

Date: _____

LEGACY COMPUTER SERVICE

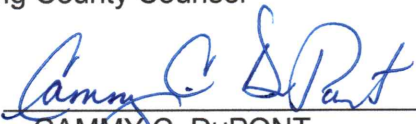
By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting County Counsel

By:  _____
CAMMY C. DUPONT
Principal Deputy County Counsel

ATTACHMENT 1 **EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE** **SUMMARY**

Equipment Maintenance

No.	Model (1)	Description (1)	Quantity (1)
1	1493	K2000 CPU with 128 MB memory	6
2	1943	Processor, K20000 with 2 channels, 256 K	16
3	3214	Controller, tape	2
4	3216	Controller, fiber optic, 519x tape	4
5	3129	Disk controller for 455 Module	12
6	3601	Controller, Line Printer/Universal interface	2
7	3605	Communications controller, 4 line	29
8	3606-1	Communications controller, 16 line, asynchronous	19
9	3615-0	Controller, Ethernet, w/o transceiver	17
10	3615-1	Controller, Ethernet, w/o transceiver	2
11	4240	Disk drive, 1038 MB	2
12	4250	Disk drive, 2 GB	8
13	4260	Disk drive, 4.2 GB	12
14	455Mod8	Disk Module, 8 slot	6
15	4571S	Disk drive, Single, 4 GB for 455Mod	24
16	5145	4MM Dat, Desktop cabinet, no ACL	1
17	5165-1	SCSI BIC, External, MFC	3
18	5175	Tape Drive, 1600/6250 BPI, modular	1
19	5190ACL	Tape subsystem, cartridge in mosaic	5
20	5194	Tape Unit, T16	1
21	55N049	Host serial interface for 5573	4
22	6526A	Terminal, OSP, 14"	5
23	6712-8	Torusnet for K20000 SE	4
24	7270	Base Cabinet, dual power supplies	3
25	7272	K2000 Disk & I/O expansion cabinet	4
26	7907-4	Cabinet, Multichannel I/O, 4 Channel	2
27	7912	Base Cabinet, K20000	1
28	7913	K20000 Cabinet, CPU expansion	7

(1) Equipment List, Quantity and all associated costs are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.

(2) Equipment is located at various locations throughout the County of Los Angeles. See attached list of Systems and Department Sites that details the address and equipment assigned to each location.

ATTACHMENT 1 **EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE**

System Number 9912

Sheriff's Communication Center (SCC) - DET Station Simulation System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies
1	55N049	Host serial interface for 5573

System Number 13263

Sheriff's Communication Center (SCC) - KDV Development System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3214	Controller, tape
1	3216	Controller, fiber optic, 519x tape
2	3605	Communications controller, 4 line
3	3606-1	Communications controller, 16 line, asynchronous
1	3615-1	Controller, ethernet, w/o transceiver
7	4250	Disk drive, 2 GB
1	4260	Disk drive, 4.2 GB
1	5145	4MM Dat, Desktop cabinet, no ACL
1	5165-1	SCSI BIC, External, MFC
1	5175	Tape Drive, 1600/6250 BPI, modular
1	5190ACL	Tape subsystem, cartridge in mosaic
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies
1	7272	K2000 Disk & I/O expansion cabinet

ATTACHMENT 1

EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE

System Number 16348

Sheriff's Communication Center (SCC) - DEV Development System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3216	Controller, fiber optic, 519x tape
1	3601	Controller, Line Printer/Universal interface
2	3605	Communications controller, 4 line
2	3606-1	Communications controller, 16 line, asynchronous
1	3615-1	Controller, ethernet, w/o transceiver
2	4240	Disk drive, 1038 MB
1	4250	Disk drive, 2 GB
7	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5190ACL	Tape subsystem, cartridge in mosaic
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet, dual power supplies
1	7272	K2000 Disk & I/O expansion cabinet
1	55N049	Host serial interface for 5573

System Number: 44512

Sheriff's Communication Center (SCC) - Host System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
16	1943	Processor, K20000 with 2 channels, 256 K memory
12	3129	Disk controller for 455 Module
1	3214	Controller, tape
2	3216	Controller, fiber optic, 519x tape
1	3601	Controller, Line Printer/Universal interface
24	3605	Communications controller, 4 line
13	3606-1	Communications controller, 16 line, asynchronous
16	3615-0	Controller, ethernet, w/o transceiver
2	6526-A	Terminal, OSP, 14"
4	6712-8	Torusnet for K20000 SE
2	7272	K2000 Disk & I/O expansion cabinet
2	7907-4	Cabinet, Multichannel I/O, 4 Channel
1	7912	Base Cabinet, K20000
7	7913	Cabinet, CPU expansion, K20000
6	455Mod8	Disk Module, 8 slot
24	4571S	Disk drive, Single, 4 GB for 455Mod
3	5190ACL	Tape subsystem, cartridge in mosaic
1	5194	Tape Unit, T16
2	55N049	Host serial interface for 5573

(1) Equipment List, Department Sites, Quantity and all associated costs are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.

ADDED UNDER AMENDMENT NO. 4
ATTACHMENT 1 TO EXHIBIT B
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES

Equipment Maintenance Prices - Effective from 09-08-2022 through 09-07-2024
Plus Two One-Year Extended Terms

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Total Cost
1	1493	K2000 cpu w/ 128meg memory	6	\$ 56.00	\$ 336.00
2	1943	K20000 cpu w/ 256meg memory	16	\$ 154.00	\$ 2,464.00
3	3214	Controller, tape	2	\$ 13.00	\$ 26.00
4	3216	Controller, fiber optic, 519x tape	4	\$ 17.00	\$ 68.00
5	3219	Disk controller for 455 Module	12	\$ 17.00	\$ 204.00
6	3601	Controller, line printer/universal interface	2	\$ 13.00	\$ 26.00
7	3605	Communications controller, 4 line	29	\$ 17.00	\$ 493.00
8	3606-1	Communications controller, 16 lines, async	19	\$ 17.00	\$ 323.00
9	3615-0	Controller, ethernet	17	\$ 17.00	\$ 289.00
10	3615-1	Controller, ethernet	2	\$ 17.00	\$ 34.00
11	4240	Disk drive 1038mb	2	\$ 17.00	\$ 34.00
12	4250	Disk drive 2gb	8	\$ 17.00	\$ 136.00
13	4260	Disk drive 4gb	12	\$ 17.00	\$ 204.00
14	455Mod8	Disk module 8 bays	6	\$ 17.00	\$ 102.00
15	4571S	Disk drive 4gb	24	\$ 17.00	\$ 408.00
16	5145	4mm DAT desktop tape unit	1	\$ 35.00	\$ 35.00
17	5165-1	SCSI BIC, External, MFC	3	\$ 14.00	\$ 42.00
18	5175	Tape drive, 1600/6250 bpi, modular	1	\$ 56.00	\$ 56.00
19	5190ACL	Tape subsystem, cartridge in mosaic	5	\$ 161.00	\$ 805.00
20	5194	Tape unit, T16	1	\$ 161.00	\$ 161.00
21	55N049	Host serial interface	4	\$ 7.00	\$ 28.00
22	6526A	Console terminal, OSP, 14"	5	\$ 28.00	\$ 140.00
23	6712-8	Torusnet, K20000	4	\$ 147.00	\$ 588.00
24	7270	Base cabinet dual power supplies	3	\$ 49.00	\$ 147.00
25	7272	K2000, expansion cabinet	4	\$ 49.00	\$ 196.00
26	7907-4	Cabinet, Multichannel I/O, 4 channel	2	\$ 175.00	\$ 350.00
27	7912	Base system cabinet, K20000	1	\$ 49.00	\$ 49.00
28	7913	Expansion system cabinet, K20000	7	\$ 49.00	\$ 343.00

Total Monthly Cost - From 09-08-2022 through 09-07-2024
Plus Two One-Year Extended Terms

\$ 8,087.00

- (1) Equipment List, Department Sites, Quantity and all associated cost are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.
- (2) Equipment is located at various locations throughout the County of Los Angeles. See Attachment 1 (Equipment Listed by System and Department Site) to Exhibit A which details the address and equipment assigned to each location.

ADDED UNDER AMENDMENT NO. 4
ATTACHMENT 1 TO EXHIBIT B
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES

EFFECTIVE FROM 09-08-2022 THROUGH 09-07-2024 - HOURLY RATES	
Rate Category	Hourly Rate
<u>Business Hours</u>	\$75
Monday through Friday, excluding County observed holidays	
9:00 a.m. to 5:00 p.m. (Pacific Time)	
<u>Outside Business Hours (Overtime)</u>	\$125

EXTENDED TERM - YEAR ONE - HOURLY RATES	
Rate Category	Hourly Rate
<u>Business Hours</u>	\$75
Monday through Friday, excluding County observed holidays	
9:00 a.m. to 5:00 p.m. (Pacific Time)	
<u>Outside Business Hours (Overtime)</u>	\$125

EXTENDED TERM - YEAR TWO - HOURLY RATES	
Rate Category	Hourly Rate
<u>Business Hours</u>	\$75
Monday through Friday, excluding County observed holidays	
9:00 a.m. to 5:00 p.m. (Pacific Time)	
<u>Outside Business Hours (Overtime)</u>	\$125

Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)

I, Michael McGuire, on behalf of Legacy Computer Service,
 (the "Contractor"), certify that on County Contract(s) 78636

_____ :

☐ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

☒ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are: [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

M. McGuire
 Signature

12/29/21

Date

Owner / Project director/ Project Mgr

Title

Legacy Computer Service/Michael McGuire

Company/Contractor Name

County of Los Angeles
 Sheriff's Department

HP Tandem NonStop Computer Hardware
 Maintenance Services
 Exhibit L