



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** February 14, 2024

**TIME:** 2:00 p.m. – 4:00 p.m.

**MEETING CHAIR:** John Leonard, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Thomas Luscombe

**This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023 order, which suspended the application of Board Policy 3.055 until March 31, 2024.**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 439827168# or [Click here to join the meeting](#)

Members of the Public may address the Operations Cluster on  
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL  
\*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

## 1. CALL TO ORDER

## 2. GENERAL PUBLIC COMMENT

## 3. DISCUSSION ITEM(S):

### A) Board Letter:

APPROVAL TO UTILIZE THE COUNTY'S INFORMATION TECHNOLOGY  
INFRASTRUCTURE FUND FOR THE IMPLEMENTATION OF A VICTIM  
CLAIMS MOBILE SERVICES PROJECT AND APPROVE APPROPRIATION  
ADJUSTMENT FOR FISCAL YEAR 2023-24

DA/CIO - Brian Cosgrove, Departmental Chief Information Officer

- B) Board Letter:  
SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
AWARD SERVICES CONTRACT  
GEOGRAPHIC INFORMATION SYSTEM - CENTRIC ENTERPRISE  
ASSET MANAGEMENT SYSTEM  
DPW/CIO - Patrick Anderson, Department Chief Information Officer and  
Robert Scharf, Assistant Deputy Director

**4. PRESENTATION ITEM(S):**

None available

**5. ADJOURNMENT**

**UPCOMING ITEM(S) FOR FEBRUARY 21, 2024:**

- A) Board Letter:  
ISD - REQUEST FOR APPROVAL TO AWARD AND EXECUTE FOURTEEN  
CUSTODIAL SERVICES CONTRACTS
- B) Board Letter:  
DPH - AUTHORIZE THE COUNTY PURCHASING AGENT TO PROCEED WITH  
THE ACQUISITION OF A GAS CHROMATOGRAPHY MASS SPECTROMETRY  
SYSTEM, CORRESPONDING TRAINING, AND PREVENTATIVE  
MAINTENANCE FOR THE DEPARTMENT OF PUBLIC HEALTH  
LABORATORY

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/14/2024		
<b>BOARD MEETING DATE</b>	2/27/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Los Angeles County District Attorney's Office		
<b>SUBJECT</b>	Approval to utilize the County's Information Technology Infrastructure Fund (ITF) for the implementation of a Victim Claims Mobile Services Project and approve appropriation adjustment for Fiscal Year 2023-2024		
<b>PROGRAM</b>	LADA Victim Services		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$295,000	ITIB	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Approve and authorize the use of \$295,000 in one-time funding from the ITF to acquire and implement a Victim Claims mobile services solution. Approve a Fiscal Year 2023-2024 appropriation adjustment in the ITF to reallocate \$295,000 from Services and Supplies to Other Financing Uses, and to increase the DA's Other Charges budget.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The LADA submitted a proposal for a mobile website to provide a way for victims of crime to more efficiently submit and track expense reimbursement documentation to enable quicker receipt of reimbursement. These documents are currently provided primarily by postal mail taking up to 30 to 90 days.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: LACO Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: LADA CIO Brian Cosgrove, (213) 344-2452, <a href="mailto:BCosgrove@da.lacounty.gov">BCosgrove@da.lacounty.gov</a>		



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

---

HALL OF JUSTICE  
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

February 27, 2024

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

Dear Supervisors:

**APPROVAL TO UTILIZE THE COUNTY'S INFORMATION TECHNOLOGY  
INFRASTRUCTURE FUND FOR THE IMPLEMENTATION OF A VICTIM CLAIMS  
MOBILE SERVICES PROJECT AND APPROVE APPROPRIATION ADJUSTMENT FOR  
FISCAL YEAR 2023-24  
(ALL SUPERVISORIAL DISTRICTS) (4-VOTES)**

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

**SUBJECT**

The Los Angeles County (County) District Attorney (DA) is requesting Board approval of an appropriation adjustment and authorization to utilize \$295,000 in one-time funding from the County's Information Technology Infrastructure Fund (ITF) to acquire and implement a Victim Claims mobile services solution.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the use of \$295,000 in one-time funding from the Information Technology Infrastructure Fund to acquire and implement a Victim Claims mobile services solution.
2. Approve a Fiscal Year 2023-24 appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$295,000 from Services and Supplies to Other Financing Uses, and to increase the District Attorney's Other Charges budget.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

As part of the County's Enterprise Information Technology (IT) Strategic Plan, five (5) teams were created to assist with the furtherance of each IT strategic goal. The Mobility goal team worked with County departments to identify public-facing processes or transactions that are



currently manual and submit a proposal to transform them into a mobile/digital service. The DA submitted a proposal for a mobile website to provide a way for victims of crime to more efficiently submit and track expense reimbursement documentation to enable quicker receipt of reimbursement. When a person becomes a crime victim, they may be entitled to certain reimbursement through the California Victim Compensation Board. This may include reimbursement for relocation, funeral & burial expense, medical and dental bills, and mental health treatment. Documentation is required to support claims, and these documents are currently provided primarily by postal mail to the DA's Claims Verification Unit. Reimbursement can currently take 30 to 90 days. Allowing digital submission of such documents via a mobile service would speed the process for assisting victims/claimants and facilitate a quicker recovery.

The Mobility goal team chose the DA's submission as one of the efforts that it supports for assistance. The DA subsequently presented the project and its business case to the Information Technology Investment Board (ITIB) and received commitment for the requested funding.

### **Implementation of Strategic Plan Goals**

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT/FINANCING**

The ITF was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public, generate operational improvements to one or more departments or programs, and improve inter-departmental or inter-agency collaboration.

The estimated one-time cost of services provided by the to-be-determined vendor is not to exceed \$295,000. The County's IT Investment Board approved using the ITF to pay for these services. In addition, approval of appropriation adjustment is requested to reallocate \$295,000 in the Information Technology Infrastructure Fund from Services and Supplies to Other Financing Uses, and to increase the District Attorney's Other Charges budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

There are no legal requirements or prohibitions to this recommended action.

At the recommendation of the Chief Information Officer (CIO), ITIB has approved this request recognizing the value that the solution will provide to victims of crime. Because the Office of the CIO reviewed and approved the business case for this project and the ITIB approved the request, no formal CIO Analysis is required.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Victim Claims Mobile Services project will have a positive impact on victims of crime seeking reimbursement of expenses incurred, as it will allow for easier submissions and improved vetting of them, leading to faster reimbursement times.

### **PURCHASING PROCESS**

The acquisition of the Department's Victim Claims project-related components falls under the statutory authority of the County Purchasing Authority and will be accomplished in accordance with the County's purchasing policies and procedures.

### **CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Navjot Kaur, Administrative Deputy, District Attorney's Office, 211 W. Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Mr. Brian Cosgrove, Departmental Chief Information Officer, at (213) 344-2452.

Respectfully submitted,

Reviewed By:

GEORGE GASCÓN  
District Attorney

PETER LOO  
Acting Chief Information Officer

bc

Attachments

The Honorable Board of Supervisors  
February 27, 2024  
Page 4

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

## Instructions


### Note:


1. All data entry must be input in the "INPUT" tab.
2. You may change the file name of this workbook to a more descriptive name, but **do not** convert from it's current file format of .xlsm.
3. Macros must be enabled in order to make any of the changes indicated in the **Useful Tips** section below.

### Sources/Uses:

Enter the Financing Source information as it would appear on a Budget Adjustment (i.e. Fund, Level 1 Org, Level 2 Org (if applicable), Account, and Amount). Department Code, Budget Unit Description, and Object Category fields will automatically prepopulate. Transfers In (e.g. 9911) entries should have corresponding Other Financing Uses (6100) entries or vice versa.

### Useful Tips:

Double click on the  button to insert new rows below the active row.

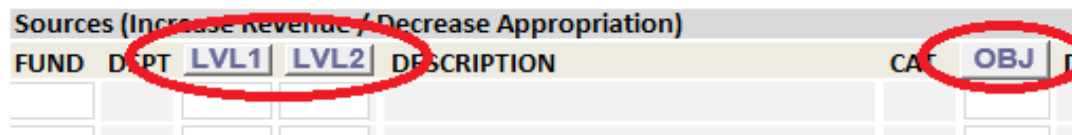
Double click on the  button to delete the active row.

Left click on the LVL1 or LVL2 buttons to add new level 1 or level 2 budget units.

The new level 1 or level 2 unit will be added to the bottom of the drop-down list.

Left click on the OBJ button to add new revenue source or balance sheet accounts.

The new code will be added to the bottom of the drop-down list.



Sources (Increase Revenue / Decrease Appropriation)						
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ

If you have questions regarding the use of this Excel-based budget adjustment form, please contact Tope Okusanya at (213) 974-1325 or [tokusanya@ceo.lacounty.gov](mailto:tokusanya@ceo.lacounty.gov). All other questions should be directed to your CEO Budget Analyst.

STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT  
FY 2023-24

1/25/2024

ClusterPUBLIC SAFETY

Type of ChangeBUDGET ADJUSTMENT

Department ImpactedDistrict Attorney

Program ImpactedInformation Technology

Funding TypeONE-TIME

Type of AdjustmentREVENUE OFFSET FUNDING

Change in Budgeted Positions0

Votes4

Justification

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$295,000 from Services and Supplies to Other Financing Uses, and to increase the District Attorney's Office Other Charges appropriation and revenue in the amount of \$295,000 to implement a Victim Claims mobile services solution.

Sources (Increase Revenue / Decrease Appropriation)								
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		2000	SERVICES & SUPPLIES	295,000
A01	DA	14030		DISTRICT ATTORNEY	96	9911	OPERATING TRANSFERS IN	295,000
								590,000

Uses (Increase Appropriation / Decrease Revenue)								
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		6100	OTHER FINANCING USES	295,000
A01	DA	14030		DISTRICT ATTORNEY		5500	OTHER CHARGES	295,000
								590,000

Appropriation	295,000
Intrafund Transfers	-
Revenue	295,000
Net County Cost	-

Explanation of change

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$295,000 from Services and Supplies to Other Financing Uses, and to increase the District Attorney's Office Other Charges appropriation and revenue in the amount of \$295,000 to implement a Victim Claims mobile services solution.

Manager, CEO Approval

February 27, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2023-24  
4 - VOTES

SOURCES		USES	
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-2000-40033 SERVICES & SUPPLIES DECREASE APPROPRIATION	295,000	INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-6100-40033 OTHER FINANCING USES INCREASE APPROPRIATION	295,000
DISTRICT ATTORNEY A01-DA-96-9911-14030 OPERATING TRANSFERS IN INCREASE REVENUE	295,000	DISTRICT ATTORNEY A01-DA-5500-14030 OTHER CHARGES INCREASE APPROPRIATION	295,000
SOURCES TOTAL	\$ 590,000	USES TOTAL	\$ 590,000

JUSTIFICATION

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$295,000 from Services and Supplies to Other Financing Uses, and to increase the District Attorney's Office Other Charges appropriation and revenue in the amount of \$295,000 to implement a Victim Claims mobile services solution.

Albert Navas

Digitally signed by Albert Navas  
Date: 2024.01.18 17:38:41 -08'00'

AUTHORIZED SIGNATURE

ALBERT NAVAS, PRINCIPAL ANALYST CEO

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐

ACTION

☐

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 089

DATE

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

# BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/14/2024	
<b>BOARD MEETING DATE</b>	2/27/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award Services Contract for Geographic Information System-Centric Enterprise Asset Management System	
<b>PROGRAM</b>	Geographic Information System-Centric Enterprise Asset Management System	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	This is a new service. The award of this contract will award this new service to the recommended contractor.	
<b>COST &amp; FUNDING</b>	Total cost: \$2,711,145	Funding source: The primary funds are the Consolidated Sewer Maintenance District, Marina Sewer Maintenance District Fund, the Accumulative Capital Outlay Fund, Flood Fund, Road Fund, and Internal Service Fund.
	TERMS (if applicable): This services contract will be for a period of 1 year to implement the system, followed by a 3-year term with two 1-year renewal options for a maximum potential contract term of 6 years.	
	Explanation: Sufficient funding is included in Fiscal Year 2023-24 Budgets. Funds to finance the future years will be requested through the annual budget process.	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract to Timmons Group, Inc., for an Enterprise Asset Management System hosted and fully managed by Cityworks as a Software as a Service solution for Public Works.	
<b>BACKGROUND</b>	The existing maintenance management system was originally designed to cater to a different type of asset structure. The department is now exploring the adoption of a more vertical system that integrates a more GIS-centric feature that enhances risk analysis capabilities.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with the Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 7, Sustainability, by enhancing the maintenance practices, increasing the lifespan of existing facilities, improving operations, prioritizing capital improvement projects, and enhancing organizational efficiency by executing smarter routines and preventive maintenance procedures.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & E-mail: Patrick Anderson, Chief Information Officer, (626) 458-4117, <a href="mailto:banderson@dpw.lacounty.gov">banderson@dpw.lacounty.gov</a> Robert Scharf, Assistant Deputy Director, (626) 458-7300, <a href="mailto:bscharf@dpw.lacounty.gov">bscharf@dpw.lacounty.gov</a>	

February 27, 2024

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

Dear Supervisors:

**SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
AWARD SERVICES CONTRACT  
GEOGRAPHIC INFORMATION SYSTEM - CENTRIC ENTERPRISE  
ASSET MANAGEMENT SYSTEM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Timmons Group, Inc., for a Geographic Information System – Centric Enterprise Asset Management system for Public Works.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the project is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Award a contract to Timmons Group, Inc., for Geographic Information System – Centric Enterprise Asset Management System. This services contract will be for a term of 1 year to implement the system followed by a 3-year term with two 1-year renewal options for a maximum potential contract term of 6 years with a contract sum of \$2,461,145 and pool dollars for unforeseen or optional work in the amount of \$250,000 for a potential total maximum contract sum of \$2,711,145.
3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Timmons Group, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and



execute amendments to incorporate necessary changes within the scope of work; to increase the contract amount up to an additional not-to-exceed amount of \$250,000 in pool dollars for unforeseen or optional work within the scope of the contract, if required; and to suspend and/or terminate work for convenience if it is in the best interest of the County to do so; all of which will be reviewed and have approval as to form from County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions is not a project under the California Environmental Quality Act (CEQA) and award a services contract to Timmons Group, Inc., to provide a Geographic Information System (GIS) – Centric Enterprise Asset Management (EAM) System, hosted and fully managed by Cityworks as a software as a service solution, for software development, enhancements, and support of the EAM System for Public Works.

This services contract will entail support for implementation, design, migration, troubleshooting, training, and maintaining the EAM System to support Public Works operational divisions. Public Works' current system uses an on-premise IBM Maximo System and the new EAM System will be GIS – Centric hosted and fully managed by Cityworks as a software as a service solution. All asset registries, asset management, data collection, and all other activities will be on the GIS database. These services are necessary to enhance the maintenance practices, increase the lifespan of existing facilities, improve operations, prioritize capital improvement projects, and enhance organizational efficiency by executing smarter routines and preventive maintenance procedures with the use of this EAM System. These services will also streamline data collection and expedite information recall with reliability and accuracy to further support Public Works' commitment to ensuring equitable outcomes among services and projects. Accurate and reliable data is critical to establish current levels of service and monitor for trends which may indicate disparities in equitable outcomes. If this services contract is not awarded, Public Works would not have the expertise and the latest technology to improve current maintenance practices or optimally measure improvements in equitable outcomes throughout Los Angeles County communities.

The award of this services contract will award this new service to the recommended contractor.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by

contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

This services contract will be for a term of 1 year to implement the system followed by a 3-year term with two 1-year renewal options for a maximum potential contract term of 6 years with a contract sum of \$2,461,145 and pool dollars for unforeseen or optional work in the amount of \$250,000 for a potential total maximum contract sum of \$2,711,145. This amount is based on the unit rates quoted by the contractor and our estimated annual utilization of the contractor's services.

Funds will be encumbered in various Public Works funds at the time the contractor is directed to provide services. Total annual expenditures will not exceed the amount approved by the Board. Sufficient funding is included in various Public Works Funds Fiscal Year 2023-24 Budgets. The primary funds are the Consolidated Sewer Maintenance District (GA9 - Services and Supplies), Marina Sewer Maintenance District Fund (GC6 - Services and Supplies), Accumulative Capital Outlay Fund (J14 - Services and Supplies), Flood Fund (B07 - Services and Supplies), Road Fund (B03 - Services and Supplies), and Internal Service Fund (B04 - Services and Supplies). Funds to finance the future years will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor, Timmons Group, Inc., is located in Richmond, Virginia. This services contract will commence upon the Board's approval and execution by both parties, whichever occurs last, for a period of 1 year to implement the system followed by a 3-year term. With the Board's delegated authority, Public Works may renew the contract for two 1-year renewals for a maximum potential total contract term of 6 years.

County Counsel has reviewed and approved the proposed contract as to form (Enclosure A). The recommended contract with Timmons Group, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code Chapter 2.121) and the Living Wage Program (Los Angeles County Code Chapter 2.201) do not apply to this services contract.

In compliance with Board Policy 6.020 Chief Information Office Board Letter Approval, the Chief Information Office has reviewed the Information Technology components of this request and recommends approval. The Chief Information Office Analysis is enclosed (Enclosure C).

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to CEQA since they are excluded from the definition of a project pursuant to Section 21065 of the California Public Resources Code and Section 15378 (b) (4) and (5) of the State CEQA Guidelines. The proposed actions are organizational or administrative activities of government that will not result in direct or indirect changes to the environment and involve creation of a government asset management system, which does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

### **CONTRACTING PROCESS**

On March 30, 2021, a notice of Request for Proposals was placed on the "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,644 Local Small Business Enterprises, 189 Disabled Veteran Business Enterprises, 191 Social Enterprises, 880 Community Business Enterprises, 77 independent contractors, various business development centers, and municipalities about this business opportunity through email distribution.

On May 24, 2021, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, qualifications and experience, work plan/approach to providing services and system requirements, and performance history/references, utilizing the informed averaging methodology for applicable criteria. Based on these evaluations, it is recommended that this services contract be awarded to the apparent responsive and responsible proposer, Timmons Group, Inc., located in Richmond, Virginia. Public Works determined the contractor's price to be reasonable for the work requested.

The Honorable Board of Supervisors  
February 27, 2024  
Page 5

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees. Services will be enhanced due to the GIS - Centric EAM System.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

Reviewed by:

MARK PESTRELLA  
Director of Public Works

PETER LOO  
Acting, Chief Information Officer

MP:EM:sc

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
Chief Information Office  
County Counsel  
Executive Office

**GEOGRAPHIC INFORMATION SYSTEM - CENTRIC ENTERPRISE ASSET  
MANAGEMENT SYSTEM SERVICES**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
(Effective Date).

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of  
California, hereinafter referred to as County,

AND

**TIMMONS GROUP, INC.**  
hereinafter referred to as Contractor,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation. Other definitions and defined terms are contained in the various Exhibits attached to this Contract.

2. Contractor's Services

The Scope of Work shall be as outlined in Exhibit A (Scope of Work). As provided in Exhibit A, Contractor will provide Geographic Information System (GIS)-Centric Enterprise Asset Management (EAM) system (System), provide Support Services and Maintenance Services. Contractor's proposal, Request for Proposals (RFP), and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Contractor's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the exhibits and attachments to the Contract in the following order:

Exhibit A (Scope of Work)

Exhibit A.1 – Functional & Technical Requirements

Exhibit A.2 – Service Level Agreement

Exhibit B (Pricing Schedule)

Exhibit C (Indemnification and Insurance Provisions)

Exhibit D (Additional Information Technology Provisions)

Exhibit D.1 (Cityworks Software License and Maintenance Agreement)

Exhibit E (Information Security and Privacy Requirements)

Exhibit F (Performance Requirements Summary)

Exhibit G (Contractor Vaccination Certification Form)

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Contractor under this contract until a written Notice to Proceed is issued by the County. Further, Contractor is not guaranteed any minimum amount of work or business under this Contract for the System.

3. Consideration

In consideration of the performance by Contractor in a manner satisfactory to County of the Services described in Section 2 (Contractor Services) above, including receipt and Acceptance of such work by Director of Los Angeles County Public Works (hereinafter called Director). The Contractor shall be compensated in accordance with the attached Schedule of Prices at Exhibit Pricing Sheet. After issuance of a Notice to Proceed by the County, the Contractor shall be compensated according to the Pricing Sheet following Acceptance of work. A Contract year is defined as a one-year period beginning on the execution date of this Contract and each anniversary thereafter. Mileage is not reimbursable. There shall be no additional cost for licensing, access to, or use of the System that is separately applied by Contractor to County's contractors and contractors.

County agrees to pay Contractor up to a maximum not-to-exceed fee of **two million seven hundred eleven thousand one hundred forty-five Dollars (\$2,711,145)** in the manner set forth immediately below and according to the Schedule of Prices attached to this Contract as Exhibit B. County does not guarantee any work or services of any specific monetary amount under this Contract.

Contractor shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Contract, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, as stated in the Exhibit B (Pricing Schedule), up to a maximum contract amount of **\$2,461,145**. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Subject to the maximum not-to-exceed fee of **\$250,000**, supplemental Services or Optional Work may be required at County's discretion, upon prior written authorization by Director, and will be based on Contractor's Firm Fixed Hourly Rate attached to this Contract as Exhibit B (Schedule of Prices).
- c. Contractor shall not proceed with Services or Optional Work not set forth in the Scope of Work or perform services outside the Contract Term without a change order/amendment to this Contract as set forth in Section 49

(Supplemental/Amendment/Change Order). Contractor will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Contract.

- d. Contractor shall provide access to the System to County contractors and subcontractors at no additional cost.
- e. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- f. A cost of living adjustment will not be granted for this Contract.
- g. Contractor will notify County when Contract amount has been incurred up to 75 percent of the Contract total.
- h. Contractor is subject to the requirements of Exhibit F (Performance Requirements Summary).

4. Equipment and Supplies

Contractor agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned Services at Contractor's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Contract Manager or Contract Manager's authorized representative shall represent County in all matters pertaining to the services to be rendered pursuant to this Contract.

7. Term

- a. The term of this Contract shall begin on the Effective Date and should take



no longer than one (1) year to implement by the successful contractor. Following successful implementation of the EAM System and after Final Acceptance of the EAM System, the term of the Agreement will be for an additional three (3) years with two (2) optional one-year renewal periods, for a not-to-exceed contract term of six (6) years. No work will proceed until a Notice to Proceed is issued by the County.

- b. The Contractor shall notify Public Works 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 Public Works at the address herein provided in Section 40 (Notices).

- c. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services.

#### 8. Assignment and Delegation

Contractor shall not assign, exchange, transfer, or delegate its rights or duties under the 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 Section, 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 the Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract, which may result in the termination of the 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.

#### 9. 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.



10. 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 Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

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.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 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.

12. 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 Contractor's Equal Employment Opportunity Certification.

13. Compliance with Jury Service Program

This Contract is subject to 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, incorporated by reference and made a part of this Contract.

- a. Unless Contractor, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor 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 (5) 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.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity, which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full -time employee of Contractor. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 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 Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to

review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

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

#### 14. Confidentiality

Contractor shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, 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.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 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.

Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

15. Conflict of Interest

No County employee in a position 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 Contractor herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

16. 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 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.

17. Consideration of Hiring GAIN/GROW Program Participants

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](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates. In the event that both laid-off County employees and GAIN/GROW

participants are available for hiring, County employees shall be given first priority.

18. Contractor Employee Criminal Background Investigation

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Contractor Responsibility and Debarment

- a. 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. 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.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts, which indicates that the Contractor is not responsible, the County may, in addition to other



remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

- c. 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.
- d. 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.
- e. 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.
- f. 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 Hearing Board.
- g. If the 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.

- h. 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.

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.

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

20. Contractor's Acknowledgment of Countys Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding 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](http://www.babysafela.org).

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

21. Contractors Warranty of Adherence to County's Child Support Compliance Program

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

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

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

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

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Contractor by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings Grounds

When applicable, 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.

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.

25. Employment Eligibility Verification

Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

26. Facsimile/Electronic Representations

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

27. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

28. Force Majeure

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 Section as "force majeure events").

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

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.

29. 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 agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Contractor Status

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

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for purposes of Workers'

Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Contractor pursuant to this Contract.

31. Indemnification and Insurance

Exhibit C, the Indemnification and Insurance Provisions are incorporated into this Contract.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- c. The action noted in this Section shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- d. This Section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Section b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. 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 County.

34. Nondiscrimination and Affirmative Action

- a. 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.
- b. The Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity Certification.
- c. 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.
- d. 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.

- e. 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.
- f. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.
- g. If the County finds that any provisions of this Section have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- h. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non Exclusivity

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

36. 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.

37. Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or



County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Public Works, or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

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

40. Notices

Any notice required or desired to be given pursuant to this Contract shall be given in writing and addressed as follows:

COUNTY

CONSULTANT

Public Works  
Business Relations and Contracts Division  
Contracts and Operations, 8th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 458-4077

The address for notice may be changed by giving notice pursuant to this Section.

41. Ownership of County Materials and County Data

- a. Except for preexisting materials and the Cityworks solution created before the Effective Date of this Contract, Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights,

trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Further, all data entered into the System for County work, and any other County data (collectively, "County Data"), shall be the sole and exclusive property of the County. Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five (5) years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.
- c. Contractor represents and warrants that the County Materials prepared herein under this Contract, are the original work of Contractor and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.
- d. Contractor shall affix the following notice to all County Materials: "© Copyright 2020 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all

County Materials resulting from this Contract. County will however, honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

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

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year (1) 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.

43. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the 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 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.

44. Public Records Act

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 Record Retention and Inspection/Audit Settlement Section of this Contract; as well as those documents, which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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.



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

45. Publicity

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

46. 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. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written

permission is given to dispose of any such material prior to such time. 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 County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

47. 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.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Subcontractor, Azteca Systems, LLC, listed in the Contractor's Proposals, is approved by

County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- b. If the Contractor desires to further 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.
- c. 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.
- d. The County does not have contractual privity with the Subcontractor. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract. Contractor shall remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Contractor and Subcontractor.
- e. 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.
- h. 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:

Department of Public Works  
Business Relations and Contracts Division  
Contracts and Operations, 8th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 458-4077

49. Supplemental/Amendment/Change Order

- a. For any change which affects the Scope of Work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Contractor and by Director.

- b. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
- b. County may, at its sole discretion, authorize extensions of time to this Contract's term. 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 this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 270 days.
- c. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Section, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate/suspend this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.51.

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

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

Contractor, pursuant to County Code Chapter 2.206.

52. Termination/Suspension for Convenience

- a. This Contract may be terminated/suspended, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination/Suspension of work hereunder shall be effected by notice of termination/suspension to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination/suspension becomes effective. The date upon which such termination/suspension becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination/suspension and except as otherwise directed by the County, the Contractor shall: 1) stop work under this Contract on the date and to the extent specified in such notice; and 2) complete performance of such part of the work as shall not have been terminated/suspended by such notice.
- c. 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 Record Retention and Inspection/Audit Settlement Section.
- d. County shall not incur any liability to County, other than payment for work already performed, up to the date of termination/suspension.

53. Termination/Suspension for Default

- a. The County may, by written notice to the Contractor, terminate/suspend the whole or any part of this Contract, if, in the judgment of County'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 County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates/suspends this Contract in whole or in part as provided in this Section, 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/suspended. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated/suspended under the provisions of this sub-Section.

- c. Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods 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 Section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- d. If, after the County has given notice of termination/suspension under the provisions of this Section, it is determined by the County that the Contractor was not in default under the provisions of this Section, or that the default was excusable under the provisions of Section, the rights and obligations of the parties shall be the same as if the notice of termination/ suspension had been issued pursuant to Termination/Suspension for Convenience Section.
- e. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination/Suspension for Improper Consideration

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

against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

55. Termination/Suspension for Insolvency

- a. The County may terminate/suspend this Contract forthwith in the event of the occurrence of any of the following: 1) 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; 2) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Contractor; or 4) The execution by the Contractor of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination/Suspension for Non-Adherence of County Lobbyist Ordinance

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

57. Termination/Suspension for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate/suspend 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.

58. Effect of Termination/Suspension

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

58.1.1 Contractor shall continue the performance of this Contract to the extent not terminated/suspended.

58.1.2 Contractor shall cease provision of all Services being terminated/suspended on the date and to the extent specified in such notice and provide to County all completed work and work in progress, in a media reasonably requested by County, if applicable.

58.1.3 County will pay to Contractor all sums due and payable to Contractor for work properly provided through the effective date of such expiration or termination/suspension (prorated as appropriate).

58.1.4 Contractor shall return to County all monies paid by County, yet unearned by Contractor, if applicable.

58.1.5 In the case of expiration or termination/suspension of the Contract as a whole, (a) any portion of the work that has not been completed shall be deemed terminated/suspended in accordance with this Section 58 (Effect of Termination/Suspension) as of the effective date of such termination/suspension, and (b) the term of Maintenance Services and Support Services shall be deemed terminated/suspended.

58.1.6 Contractor shall: (a) promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or work terminated by County, including all County Data, in a media reasonably requested by County; and (b) destroy all such Confidential Information, County materials and other County Data as required in and in accordance with the requirements of this Contract;

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

Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of



any expiration or termination/suspension of this Contract, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition, as provided in Attachment 2 (Additional IT Provisions).

59. Time Off for Voting

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

60. 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.

61. 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.

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

63. Warranty Against Contingent Fees

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.

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

64. Local Small Business Enterprise Preference Program

- a. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- b. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- c. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- d. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

65. Disabled Veteran Business Enterprise Preference Program

- a. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- b. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- c. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- d. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

contract award.

66. Social Enterprise Preference Program

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

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

67. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization:

HOA.103702714.1

BRC0000203

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including, but not limited to, the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Contractor Services Contract, Section 32, Liquidated Damages, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Contractor Services Contract, may deduct and withhold liquidated damages from County's final payment to the Contractor.

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

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



69. Additional Information Technology Provisions

Exhibit D, Additional Information Technology Provisions and Exhibit D.1 Cityworks Software License and Maintenance Agreement are incorporated into this Contract.

70. 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, County may, in its sole discretion, terminate the Contract.

71. Dispute Resolution Procedure

It is the intent of the Parties that all disputes arising under this Contract 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 Section 70 (Dispute Resolution Procedure) 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 Section 71 (Dispute Resolution Procedure), 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 Contract.

Contractor and County agree to act with urgency to mutually resolve any Disputes, which may arise with respect to this Contract. Time is of the essence in the resolution of disputes.

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 County determines should be delayed as a result of such Dispute.

Subject to the provisions of Section 3 (Consideration), if Contractor fails to continue without delay its performance hereunder, which County, in its sole discretion, determines should not be delayed as a result of such Dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

In the event of any Dispute between the Parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such Dispute.

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.

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 or equivalent and the Director of Public Works. These persons shall have ten (10) days to attempt to resolve the Dispute.

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 Contract and its rights and remedies as provided by law.

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 Section 71 (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.

Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Section 14 (Confidentiality) shall not be subject to this Dispute Resolution Procedure.

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

Contractor shall bring to the attention of the County's Project Manager or County's Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Contract.

## 72. Entire Contract

This Contract constitutes the entire Contract between County and Contractor and may be modified only by further written Contract between the parties hereto.

73. Gratuities

- a. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- b. A Contractor shall immediately report any attempt by a County officer, employee, or agent 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.
- c. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
- d. Note that Contractor's failure to adhere to this requirement could subject Paragraph 54, Contract to Termination/Suspension for Improper Consideration paragraph in this Contract.

74. Contracting with Current or Former County Employees

Contractor shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other Section of the Los Angeles County Code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

- 74.1 Employees of the county or of public agencies for which the board of supervisors is the governing body;
- 74.2 Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;
- 74.3 Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, and who:



- a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
- b. Participated in any way in developing the contract or its service specifications; and

74.4 Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

75. Compliance With 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.

76. Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six (6) months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

77. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

77.1 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).

77.2 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.

77.3 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.

77.4 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 department(s), shall decide whether to approve exemption requests.

## 78. Information Security and Privacy Requirements

The County of Los Angeles (County) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements at Exhibit E sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and Privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

## 79. COVID-19 Vaccinations of County Contractor Personnel

79.1. 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").

- 79.2. 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").
- 79.3. 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.
- 79.4. 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.

79.5. 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 contract with the County.

#### 80. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The System for Award Management exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the System for Award Management (SAM) as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://www.sam.gov/portal/SAM/>.

If the Contractor is listed on the governmental exclusions in the System for Award Management (SAM) as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

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

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the System for Award Management (SAM), before assigning federally funded work to its subcontractors.

81. Survival

In addition to any provisions of this Contract, which specifically state that they will survive the termination or expiration of this Contract and any rights and obligations under this Contract, which by their nature should survive, the following Sections shall survive any termination or expiration of this Contract:

Section 3	(Consideration)
Section 11	(Compliance with Applicable Laws, Rules, and Regulations)
Section 14	(Confidentiality)
Section 29	(Governing Law, Jurisdiction, and Venue)
Section 31	(Indemnification and Insurance)
Section 41	(Ownership of County Materials and County Data)
Section 46	(Record Retention and Inspection/Audit Settlement)
Section 71	(Dispute Resolution Procedure)
Section 81	(Survival)
Exhibit C	(Indemnification and Insurance Provisions)
Exhibit D	(Additional IT Provisions)
Exhibit D.1	(Cityworks Software License and Maintenance Agreement)
Exhibit E	(Information Security and Privacy Requirements)



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

COUNTY OF LOS ANGELES

TIMMONS GROUP, INC.

By \_\_\_\_\_  
Deputy Director  
Department of Public Works

By B. F. P. [Signature]  
President

By [Signature]  
Secretary

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By [Signature]  
Principal Deputy County Counsel



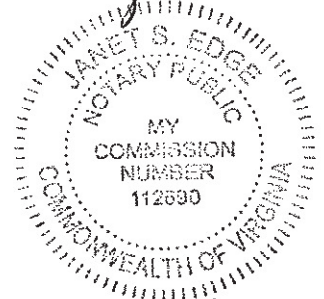
*State of Virginia  
County of Chesterfield*

*Signed to and affirmed on this 7th day of  
December, 2022, by Brian Bortell and Paul  
Trapp, who personally appeared before me.  
My commission expires 9/30/2026.*

*[Signature]*

P:\aepub\Service Contracts\CONTRACT\Eric\Alternative MMS\01 RFP\7.1 Attachment 1 - Sample Contract (6-20-20).doc

HOA.103702714.1  
BRC0000203





**GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET  
MANAGEMENT SYSTEM (BRC0000203)**

**EXHIBIT A**

**SCOPE OF WORKS**

## **GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET MANAGEMENT SYSTEM**

### **SCOPE OF WORKS**

- 1.0 Introduction
- 2.0 Scope
- 3.0 Agreement Administration
- 4.0 Tasks and Deliverables

### **EXHIBITS TO SCOPE OF WORKS**

- A.1 Functional & Technical Requirements
- A.2 Service Level Agreement

## **1.0 INTRODUCTION**

### **1.1 OVERVIEW AND OBJECTIVES**

Los Angeles County Public Works (County) is responsible for the design, construction, operation, and maintenance of roads, traffic signals, bridges, airports, sewers, flood control, water supply, water quality, and water conservation facilities. Its diverse operations fall within five core service areas: Transportation, Water Resources, Environmental Services, Construction Management, and Municipal Services.

There are four main divisions in the County that currently use the Maintenance Management System (MMS) by IBM Maximo as a work order and asset management tool: Sewer Maintenance Division, Road Maintenance Division, Operational Services Division and Stormwater Maintenance Division. The fifth division, Waterworks Division, is currently using a separate maintenance management system specifically designed for a water system. Other divisions such as Design Division, Environmental Programs Division, Traffic Safety & Mobility Division, and Transportation Planning & Program Division have limited use of MMS to meet their specific needs.

Sewer Maintenance Division (SMD) is made up of the Consolidated Sewer Maintenance District and the Marina del Rey Maintenance District. SMD administers and maintains roughly 4,500 miles of sewer lines, approximately 110,000 manholes, 4 waste treatment plants, and 157 pump stations serving a population of 10.4 million residents in the County of Los Angeles.

Road Maintenance Division (RMD) is responsible for providing road maintenance and emergency services required for the upkeep of the County's road system which includes unincorporated county areas and contract cities. The services provided include: patching potholes, resurfacing streets, sealing pavements, repairing parkway concrete, sweeping streets, trimming trees, removing problem trees, and providing wind and storm damage repair work. Within the unincorporated county areas RMD maintains approximately 3,000 centerline miles of road, 3,300 miles of curb and gutter, 2,500 miles of sidewalk, over 200,000 trees, 7,700 drains, 720 guardrails, and over 450 bridges.

Operational Services Division (OSD) is primarily responsible for providing operations and maintenance of traffic signals, traffic signs, traffic striping, and pavement markings for the unincorporated areas of the County and numerous contract cities. OSD maintains approximately 1,800 traffic signals, 900 street lights, 140,000 traffic signs, 3,000 roadway miles of roadway striping, 550,000 linear feet of curb paint, and 1,640,000 square feet of pavement markings. In addition, OSD provides a wide range of electrical services for the Department's facilities, including structures, dams, pump stations, and other flood control and water conservation facilities. OSD is also responsible for the maintenance of

buildings (Alhambra HQ Complex and 500+ structures in yards) and systems within them (electrical, HVAC, plumbing, etc.).

Stormwater Maintenance Division (SWMD) is responsible for the Flood Control System that provides means for conveying water through dams, rivers, and channels with some going into the ground water recharge facilities and the remainder flowing into the ocean. SWMD maintains flood control infrastructure to protect life and property. SWMD maintains drainage infrastructure within 86 incorporated cities as well as the unincorporated County areas. This includes 14 major dams and reservoirs, 483 miles of open channel, 27 spreading grounds, 3,330 miles of underground storm drains, 47 pump plants, 172 debris basins, 27 sediment placement sites, 3 seawater intrusion barriers and an estimated 82,000 catch basins.

Waterworks Division (WWD) administers and maintains five Los Angeles County Waterworks Districts and the Marina Del Rey Water System. The primary mission is to provide for the availability and distribution of potable water for domestic use and fire suppression purposes to almost 200,000 people through approximately 64,000 water meters within the nearly 300 square mile service area.

The objective is to acquire an existing Geographic Information System (GIS)-centric Enterprise Asset Management (EAM) system that is fully hosted by the vendor as a software as a service solution (SaaS) and related services as outlined in this Statement of Work (collectively, "EAM System").

## **1.2 BACKGROUND**

Public Works has been using Maximo's MMS as a work order and asset management tool since 1997. Since then, emerging GIS technology has presented itself as an ideal solution for the effective management of Public Works' infrastructure because it offers the power of both geography and information systems. The inherent power of GIS, which has become an essential component of work order and asset management, includes spatial analysis of work assignments, understanding and prioritizing risk, preparing for emergency events, mobile support of field workforce, etc.

On October 9, 2018, SMD authorized HDR Engineering to evaluate SMD's Maintenance Management Business Process. The goal was to assess the current business process, identify information technology opportunities, determine the extent to which existing technology is meeting business needs, recommend business process improvements, and select and implement the most advantageous information technology tools.

On June 11, 2019, HDR Engineering completed the Pilot Software Selection Evaluation Report. The report documented the selection of technology tools based on SMD's business requirements, the technology improvement recommendations, industry best

practices, and applicable County policies. The recommendation was to acquire a GIS-centric application to handle the majority of County horizontal assets.

Four other maintenance divisions, SMD, RMD, WWD, and OSD, through their own research, are also in agreement that a GIS-centric asset management system is essential to support their field-oriented operations.

## **2.0 SCOPE**

This Scope of Work (SOW) sets forth the tasks, deliverables, services, and optional services to be provided by the selected Contractor in response to the Request for Proposals (RFP) for an EAM System.

County intends to acquire a software package and services that is fully managed by the Contractor as a Software as a Service (SaaS) solution to satisfy all of its EAM System requirements as listed in Exhibit A.1 (Functional & Technical Requirements) . County believes that the market for such solutions includes several readily available solutions that are marketed by reputable firms that can meet substantially all of its EAM System requirements without modification. These products are expected to provide sufficient flexibility and configuration capabilities that will allow County's different divisions to tailor the selected product to their County's working environment.

As a result of this procurement, County expects to acquire a GIS-centric EAM System that is operational for the five divisions (SMD, WWD, OSD, RMD, and SWMD). Critical components of this acquisition include configuration and localization of the software, migration of reference data such as equipment lists and asset registry data into the new software, integration with external systems, acceptance testing, and project management of these responsibilities and activities. These services are described in greater detail under Section 4: Tasks and Deliverables in this SOW, and should be delivered in accordance with industry standard practices.

## **3.0 AGREEMENT ADMINISTRATION**

### **3.1 KEY PROJECT RESOURCES**

#### **3.1.1 County**

County's Project Director will approve and accept all EAM System Deliverables and other work. County's Project Manager will be responsible for ensuring that the objectives, technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of the Contractor. County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Contract and will interface with Contractor's Project Manager on a regular basis. County's Project Manager reserves the right to inspect all tasks, subtasks, deliverables, goods and other services provided by or on behalf of Contractor at any time.

#### **3.1.2 Contractor**

The successful Contractor shall name a Project Manager for the EAM System project and that individual will be responsible for planning and executing all professional services provided by the successful Contractor. County will provide a County Project Manager for the duration of the EAM System implementation project. The successful Contractor's Project Manager will work closely with County's Project Manager as directed to ensure coordination of all project activities. All communications between County and the successful Contractor shall be coordinated through their respective Project Managers.

The Contractor is expected to serve as the single point of contact for County. Should Contractors find it necessary or desirable to include subcontractors in their proposal, it will be the successful Contractor's responsibility to serve as the single point of contact for the duration of the project. Corporate background information on all subcontractors and resumes of sub-contractor personnel should be included in the proposal.

Contractor's Project Manager shall be responsible for Contractor's performance of all Services under the Contract and ensuring Contractor's compliance with this Contract. Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work). Contractor's Project Manager must be a full-time employee of Contractor, must be able to effectively communicate in English, both orally and in writing, and must have 5 years' experience within the last 10 years managing projects of similar scope and size.

Contractor shall provide qualified personnel to provide any Services and other work under the Contract. County reserves the right to approve or disapprove all the Contractor's staff performing work and any proposed changes in the Contractor's staff including the Contractor's Project Manager.

Contractor's Project Manager shall maintain a detailed project plan and schedule. This project plan shall include a detailed list of tasks for the project and the personnel assigned to each task. The Successful Contractor shall provide to County's Project Manager an updated project schedule monthly.

Contractor shall render all services within the Continental United States and shall perform active tasks on site but may work offsite while developing deliverables. Active tasks include workshops, meetings, and installation and configuration activities.

Any exceptions must be approved by the County's Project Manager.

### **3.2 DELIVERABLES**



All written deliverables must be provided using standard Public Works tools such as Adobe Acrobat, Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Visio, and Microsoft Project. Any exceptions must be approved by the County's Project Manager.

Any deliverables provided in PDF format must be accompanied by the original format used to develop the deliverable. Complete product documentation should be provided by the Contractor for functional, technical and implementation aspects of the System. Documentation should include the Contractor's standard reference manuals, training materials, systems administration manuals, and product technical specifications. County requires electronic versions of documentation for easy dissemination to end users provided they have the rights to reproduce and distribute the documentation internally for County use only.

### **3.3 ACCEPTANCE CRITERIA**

Contractor shall perform, complete, and deliver all services, however denoted, as set forth in this Statement of Work. Unless otherwise specified as an obligation of County, Contractor shall perform all tasks and subtasks and provide all deliverables as defined herein. A deliverable shall only be deemed complete upon County's approval and acceptance, irrespective of the number of attempts it takes Contractor to provide a successful deliverable.

All deliverables shall include a Work Acceptance Certificate, which must be approved by the County Project Manager and the County Project Director, as evidenced by the County Project Manager's and the County Project Director's signature, before Contractor can invoice County for payment in connection with the Deliverable. County requires a minimum of ten (10) business days to review each deliverable, with a corresponding ten (10) business days resolution period for Contractor to correct any deficiencies in the deliverable.

An amount of ten percent (10%) from the payment of each approved deliverable will be withheld for deferred payment until Final Acceptance.

## **4.0 TASKS AND DELIVERABLES**

### **4.1 TASK 1: PROJECT INITIATION AND PLANNING**

The Project Initiation shall commence upon the County's issuance of a Notice to Proceed with the Contract. This task describes the method in which the Contractor plans, manages, and controls the completion of all tasks & subtasks.

The Contractor shall:

- a. Arrange and conduct a kick off meeting with the County's Project Manager and staff identified to participate within ten (10) business days after the County's issuance of a Notice to Proceed. The kick off meeting agenda must be approved by the County's Project Manager prior to holding the meeting. The Contractor shall record notes of the kick off meeting and submit kick off meeting minutes to the County's Project Manager for review and approval.
- b. Develop a Project Implementation Plan which describes the proposed approach to managing and controlling project and implementation artifacts, including environments, data, change control and configured workflows and software application set up (configuration management). The Project Implementation Plan shall be consistent with the proposed Contractor's project schedule. The Project Implementation Plan must also include all tasks, subtasks, activities, phases, decision points, milestones, deliverables, and resources, including all outside resources and all County resources, required to complete all work outlined in this statement of work. The resource allocation shall be presented in a manner such that it can be used by the County to determine when and what County resources need to be committed to each phase of the project. The Project Implementation Plan must show a complete sequence of tasks, phases and events from Notice to Proceed to the project completion. Contractor shall make updates to the Project Implementation Plan on a weekly basis.
- c. Hold regular status meetings throughout the term of the contract.

#### **Task 1 Deliverables:**

- a. Approved Kick off Meeting Agenda.
- b. Approved Kick off meeting minutes.
- c. Approved Project Implementation Plan.
- d. Weekly Status Reports including the project's overall status, tasks accomplished since the last report, tasks currently in progress, any roadblocks preventing the completion of tasks, and open risks and issues.

## **4.2 TASK 2: REVIEW, ANALYSIS, AND DESIGN**

The Contractor shall review functional & technical requirements and provide a process for configuring the EAM System software solution to County's business

requirements and environment, which will guide the activities identified in Task 3 (Development/Setup, Installation and Configuration). Contractors may propose their own approach to configuration services which may include techniques such as confirmation of fit, requirements reviews, best practices reviews, project team workshops, gap analysis, prototyping, business process modeling, process reengineering, or change management. Through the configuration process, the Contractor should assist County to select configuration options that will meet County's business requirements and asset management best practices. The successful Contractor will incorporate into its transition plans the required configuration tests and acceptance plans to ensure that all configuration options are properly loaded in the System.

The Contractor shall:

- a. Conduct sessions or workshops with stakeholders and key users to review, validate, and refine requirements specified in Exhibit A.1 – Functional & Technical Requirements, capacity, storage, and performance requirements (Requirements). Based on these workshops, the Contractor shall develop a comprehensive set of EAM Use Cases for the County, including Use Cases for mobile solution in disconnected and connected modes.
- b. Prepare the System Requirements Document (SRD), summarizing Contractor analysis and verification of the Requirements, including any impacts to the proposed System and its related requirements, specifications and components prior to the Development/Setup and Configuration of the System. The SRD must be reviewed by appropriate County staff and approved by the County's Project Manager.
- c. Prepare the Functional Design Document (FDD), which identifies all functions that the EAM System and/or EAM System component(s) must perform to meet Requirements listed in the SRD. The FDD must be reviewed by appropriate County staff and approved by the County's Project Manager.
- d. Prepare documentation and repeatable procedures (including source code and any necessary utilities) for all data migration and integration activities. This includes documentation of the data mapping from the source tables and fields to the destination tables.
- e. Capture the division's current business process and re-engineer/develop a proposed workflow to enhance the execution and delivery of services.

## **Task 2 Deliverables:**

- a. Workshop notes.

- b. A comprehensive set of EAM Use Cases.
- c. Approved SRD.
- d. Approved FDD.
- e. Data migration & integration activities document.
- f. Current and proposed workflows.

#### **4.3 TASK 3: DEVELOPMENT/SETUP, INSTALLATION, AND CONFIGURATION**

The Contractor shall develop and implement the solutions specified in the SRD and FDD. Developed under Task 2 (Review, Analysis, and Design).

The Contractor is expected to ensure that all components of its software solution are installed on the computers designated for this project. The installation should include all software needed to make its EAM System fully functional on workstations including laptops, tablets, or other devices that may be used for field activities.

The Contractor will be responsible for installing its software in both a TEST and a PRODUCTION environment. The Contractor is expected to set up the appropriate security controls, backup and recovery processes, database tables, reporting software, data warehouse tools, database replication processes, business intelligence tools, portal tools, on-line help files, and any other components necessary for production operation of the EAM System. The Contractor is expected to provide an installation plan and conduct an appropriate installation test process (baseline and production) to ensure that all components are properly installed and ready for use. While preparing for and performing the installation services described in this section, the Contractor shall work closely with County's IT Department to ensure that County's procedures and standard practices for installations, operations, and security are followed.

The Contractor shall:

- a. Install/setup and configure the System in accordance to the SRD and FDD.
- b. Document System key setup and/or configuration parameters/settings such as admin accounts/passwords, etc.

- c. Develop all necessary EAM System interfaces/integrations (mobile input screens, desktop input screens, etc.) and interfaces/integrations with existing key external systems listed in section 5 of Exhibit A.1. This is not an exhaustive list of such external systems. Where feasible, replace the external system with built-in EAM functionality or provide an assessment for replacing the external system with EAM functionality.
- d. Demonstrate validation of all required functionalities to the County.

#### Task 3 Deliverables:

- a. Working System, configured based on the FDD on the Test and Production environments.
- b. System Key Setup and/or Configuration parameters/settings.
- c. Interfaces/Integrations Documentation.

### 4.4 TASK 4: MIGRATION

The Contractor shall develop a detailed Migration Plan, migrate the data according to the plan, and validate a successful migration of data into the EAM System.

The Contractor is expected to ensure the availability of necessary reference data and asset data within the new EAM System. The County's GIS asset inventory data is contained in an ESRI geodatabase using a non-versioned enterprise geodatabase. The County will provide a geodatabase consisting of approximately 215,219 SMD asset records, 276,663 RMD asset records, 243,907 OSD asset records, 198,748 SWMD asset records, and 254,341 WWD asset records for this task.

The Contractor shall:

- a. Use the County's ESRI geodatabases as the asset registry for several horizontal asset types.
- b. Develop a data management plan for County approval that documents how the Contractor proposes to manage at a minimum Asset Registry, Service Request, and Work Order data.
- c. Develop a data migration/integration plan that adheres to the following preferences:
  - i. County desires to minimize data redundancy and the need for frequent synchronization between system of record and any copies.
  - ii. County desires to minimize migration of data, especially from systems of record into another system

that consumes the data.

- iii. Current practice at County is that only GIS data owners may edit the production geodatabase. County business unit that owns the data must first approve the proposed changes. The Contractor shall propose an approach that maintains this constraint on edits to production GIS data.
- iv. Capability of creating and editing assets directly through ESRI native ArcGIS applications including, but not limited to ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, and ArcGIS Collector.
- v. County requires use of Web services for data integration or on-demand access to GIS data to the extent this is feasible.
  - 1. EAM System shall work with ESRI formats for GIS features. This would include consuming REST services made available via ArcGIS server hosted by Los Angeles County or via the organizational ArcGIS Online account hosted feature layers.
  - 2. EAM System shall be capable of creating GIS Rest services on a query in the application which will persist in the application indefinitely and which can also be consumed in applications including, but not limited to ArcGIS Online web maps, ArcGIS Desktop, ArcGIS Pro, and Geocortex Essentials web mapping applications.
- d. When moving asset registry data from a system of origin into the EAM System is required, provide professional services and expertise to extract, transform the extracted data from the current system, validate transformed data against configured tables in the target EAM System application, and load the data into the new EAM System asset registry databases.
- e. Create all necessary integration links to make the asset data transparently available to the EAM System user

#### **Task 4 Deliverables:**

- a. Migration Plan.



- b. Data Migration Test Report.

#### 4.5 TASK 5: TESTING

The Contractor shall provide comprehensive testing that demonstrates the completed system meets all requirements and is fully ready for successful implementation into production.

The Contractor shall develop/provide/perform:

- a. A Comprehensive Testing Plan:

The Contractor shall provide a Comprehensive Testing Plan, including all phases of product testing, and it must be approved by the County before actual testing may begin. The Comprehensive Testing Plan will specify in detail the testing approach, methods, data, participants, and other elements required for successful complete system testing. Testing shall include EAM System, configurations, interfaces, integrations, reports, screens, mobile solutions, and all other work needed to ensure the system as a whole and all of its parts conform to the approved specifications and meet all requirements, using appropriate GIS data and other reference data sources. The end products of the execution of the Comprehensive Testing Plan shall be a set of test configuration documents demonstrating the resulting EAM System is fully ready for successful implementation into production.

The following is a list of primary but not exclusive inputs for the Comprehensive Testing Plan:

- i. Use Cases and other relevant Public Works business processes.
- ii. SRD and FDD
- iii. Requirements Traceability Matrix
- iv. Test Scripts and Test Scenarios

Comprehensive Testing Plan shall consist of four principal phases: Unit Testing, System Testing, User Acceptance Testing, and Performance Testing.

- b. Test Scenarios and Test Scripts:

The Contractor shall develop and provide a set of test scenarios and test scripts:

- i. A test scenario is a detailed description of an EAM-related business process or of a Use Case illustrating how to use the system to accomplish various project requirements.
- ii. A test script uses a test scenario or some other appropriate business process requirement as input and is a detailed step-by-step instruction list for a tester to follow to verify that the EAM System can correctly accomplish the intended objective(s). A test script describes keyboard and mouse actions and display screen interactions. Test scripts shall allow the tester to follow every relevant option and/or decision tree branch to its conclusion.

c. Unit Testing:

The Contractor shall perform all unit testing and report the completed findings to the County's Project Manager in a Unit Testing Completion Report.

Unit Testing shall test the System's component parts as they are developed and shall test all system configurations, integrations, reports, and other components (including mobile solution and spatial implementation) to ensure each unit operates as intended.

The Contractor shall resolve all defects (at no additional cost) to the County's satisfaction before advancing to the System Testing phase.

d. System Testing:

The Contractor shall perform all system testing and report findings to the County's Project Manager in a System Testing Completion Report.

System Testing is a scripted process using the Test Scripts described above to test the operation of the EAM System as a whole, rather than as component parts as was done in the Unit Testing phase.

System Testing shall include, at a minimum, all applicable system-level tests described in the Specifications Documents, and shall include all system configurations, integrations, reports, and other components (including mobile solution and spatial implementation).

The Contractor shall resolve all defects (at no additional cost) to the County's satisfaction before advancing to the User Acceptance Testing phase.

e. User Acceptance Testing:

The Contractor shall coordinate and oversee User Acceptance Testing with County's staff designated by the County's Project Manager. County's staff will perform the same system tests using the same test scripts as the Contractor used in the System Testing phase.

Designated County staff may also perform ad-hoc tests of their own design to test functions supporting the business needs of the Department.

County staff designated to participate in User Acceptance Testing shall receive training from the Contractor prior to the start of User Acceptance Testing and adequate to perform the test and to evaluate the system to ensure it meets documented requirements.

Test results (both scripted and ad-hoc) shall be reported by staff to the Contractor and to the County's Project Manager on forms provided by the Contractor for this purpose.

The Contractor shall correct all defects (at no additional cost) prior to delivering the system to the County to repeat the User Acceptance Testing.

At the conclusion of User Acceptance Testing, the Contractor shall prepare a User Acceptance Testing Completion Report.

f. Performance Testing and Tuning:

The Contractor shall conduct performance testing and tuning at Public Works Headquarters, field offices, and field locations (mobile solution) identified by the County's Project Manager to represent typical field use performance of the EAM System.

Each EAM environment is required to conform to the following EAM user interface performance standards, based on average time for three tests:

- i. Maximum time to execute a record select and display: 2 seconds or less.
- ii. Maximum time to perform a save record: 2 seconds or less.
- iii. Maximum time for a list tab record query on an indexed field: 2 seconds or less.

Based on industry standards, the Contractor will recommend to the County's Project Manager and the County's IT staff a performance testing application (tool). Performance testing and tuning can begin upon the approval by the County of the performance testing application (tool).

The Contractor will work with the County to develop performance testing Use Cases as execution scripts. These scripts are intended to establish performance of specific scenarios. Based on the performance testing Use Cases, performance of the initial system configuration will be executed on a pre-production EAM System identified by the County's Project Manager with sufficient load test iterations to achieve desired results.

The Contractor shall prepare a Performance Testing and Tuning Configuration Report listing the configuration settings and other particulars associated with achieving the performance results. The report should identify the configuration settings made to achieve the results and specific load times for each function in the FDD.

#### **Task 5 Deliverables:**

- a. Comprehensive Testing Plan.
- b. Unit Testing Completion Report.
- c. System Testing Completion Report, Test Scenarios, and Test Scripts.
- d. User Acceptance Testing Completion Report, including ad-hoc tests (if any).
- e. Performance Testing and Tuning Configuration Report.

#### **4.6 TASK 6: TRAINING**

The Contractor shall develop a detailed User Training Plan to the satisfaction of the County's Project Manager for training all EAM System Users and provide knowledge transfer to designated County staff. The User Training Plan shall detail the Contractor's training staff plan, the qualifications of trainers, and training schedule. The training should occur no earlier than 30 calendar days prior to the scheduled "Go Live". The User Training Plan must also fully address both user and administrator training needs for the GIS and mobile solutions.

System User Training shall cover the following targeted audiences:

- a. **Administrators** will be provided sufficient technical training to support the operation of the EAM System. This will be provided for a System

Administrator and back up Administrator who will be responsible for all system functions. The System Administrator role will be performed by a County IT Department employee who is also trained as a Power User.

- b. **Power Users** will be provided sufficient training so that they may fulfill their role as mentors and small session trainers during the implementation process.  
Include training for all report and query functions.
- c. **End Users** training will be focused on functional positions and workflow processes. Include training for all report and query functions.

The Contractor shall:

- a. Develop a detailed, ready-to-implement User Training Plan identifying strategies and schedules for training the following audiences: System End Users, System Administrators, and Future System Trainers. The User Training Plan shall include, but not be limited to, the following components:
  - i. Training topics.
  - ii. List of all training materials that will be developed and delivered.
  - iii. Approach for access to training tools and materials.
  - iv. Division-specific items (custom screens, procedures, workflows, etc.).
  - v. Using of GIS features and mobile solution for searches, work order/service request creation and editing, GIS data update, etc.
  - vi. Use Cases as a structure to present some of the training material.
  - vii. Training methods such as classroom or Instructor-Led training, self-paced computer-based training, and/or online or E-Learning/webinars.
  - viii. Training schedule.
- b. Develop all training materials necessary to conduct user training. County reserves the right to video record all training sessions for internal use. These materials may be used for refresher training and follow up training. All training aids, materials, and recordings prepared to accomplish this service become the property of County.

- c. Conduct training for all System Users.
- d. Prepare a System Governance plan, which sets the framework, based on best practices, to ensure system usage standards, scalability, and managed growth.

The Governance Plan shall include Roles and Responsibilities, Guiding Principles, and Policies and Standards.

**Task 6 Deliverables:**

- a. Approved User Training Plan.
- b. Approved Training Materials.
- c. Log listing the dates and attendees in which training was provided.
- d. System Governance Plan.
- e. Log listing the dates and attendees in which the training was provided.

**4.7 TASK 7: DEPLOYMENT – DRESS REHEARSAL AND GO LIVE**

The Contractor shall prepare a work plan for moving the proposed EAM System into production upon successful completion of all acceptance testing.

- a. Dress Rehearsal:
  - i. A Dress Rehearsal shall be conducted to perform all the steps necessary for a Go Live in a Pre-Production Environment. This may be the EAM Production environment upon agreement of both the Contractor and the County's Project Manager, since that environment will not yet be in production use.
  - ii. The Dress Rehearsal is intended to verify that the Contractor and County staff have correctly identified and accounted for every step that must be performed to accomplish a successful Go Live.
  - iii. The end product of a successful Dress Rehearsal should be nearly identical to the system use in the Production environment.
  - iv. The Dress Rehearsal shall not be entered into unless the Contractor and the County are confident that the entire system will work as designed and intended, and will meet all agreed upon requirements as listed in the SRD.
  - v. The Dress Rehearsal shall follow all of the steps that will required



for the actual Go Live.

- vi. The Contractor shall develop a Dress Rehearsal Task List and Checklist identifying tasks, task order, an estimate of how long each task will take, and name or role for who is responsible for performing each task. The Dress Rehearsal Task List must be reviewed by appropriate County staff and approved by the County's Project Manager prior to the start of the Dress Rehearsal.
- vii. The Dress Rehearsal shall include:
  - i. Preparing the non-production environment for the Dress Rehearsal.
  - ii. Accessing correct data from appropriate source systems.
  - iii. Populating reference data into the system.
  - iv. Applying all configurations and preparing all required data, interfaces/integrations with external systems, including GIS and mobile solutions.
  - v. Configuring all reports.
  - vi. Establishing all appropriate User Accounts and Security Groups.
  - vii. Verifying all components of EAM have been properly installed and configured.
  - viii. Performing unit and system checks to ensure no meaningful errors or issues.
  - ix. Performing a variety of functional checks to confirm that the system works as designed and intended.
  - x. Conducting Performance Testing of the Dress Rehearsal system to ensure performance targets are likely to be met in the Go Live system. The Contractor shall provide a written report to the County's Project Manager of any system configuration changes that the testing suggests should be made to achieve performance requirements.

If the Dress Rehearsal is considered unsuccessful, the Contractor shall perform appropriate fixes and schedule another Dress Rehearsal. This process shall be iterated at no additional cost to the County until a Dress Rehearsal is successful. The Contractor must produce a successful Dress Rehearsal prior to the Go Live.

## b. Go Live:

The Contractor shall schedule the Go Live with the County's Project Manager after the successful Dress Rehearsal. The Go Live shall use the Go Live Task List and Go Live Check List developed from the Dress Rehearsal Task List and Checklist. The Go Live shall include:

- i. Preparing the production environment for the Go Live.
- ii. Accessing correct data from appropriate source systems.
- iii. Populating reference data into the production system.
- iv. Applying all configurations and preparing all required data, interfaces/integrations with external systems, including GIS and mobile solutions.
- v. Configuring all reports.
- vi. Establishing all appropriate User Accounts and Security Groups.
- vii. Verifying all components of EAM have been properly installed and configured.
- viii. Performing unit and system checks to ensure no meaningful errors or issues.
- ix. Performing a variety of functional checks to confirm that the system works as designed and intended.
- x. Conducting additional Performance Testing to ensure performance targets are met or exceeded.
- xi. Monitoring the production system for at least thirty (30) consecutive days following Go Live and correct defects, performance, and business process issues of any kind that are identified or occur after Go Live.
- xii. Providing final "as-built" documents of final installation, system environments, and configurations, including any configuration changes made during the Go Live phase.
- xiii. Providing Go Live Report documenting the successful completion of Task 7 (Deployment – Dress Rehearsal and Go Live), including:

- I. Summary of Go Live activities, results, outcomes.

- II. Summary of each deficiency identified by Contractor or County. The summary shall include for each deficiency:
  - a. Description of each Deficiency and its root cause.
  - b. Business processes, Software functions, and/or User Interfaces impacted.
  - c. A corrective action plan, test scenarios, and implementation approach.
  - d. Schedule for completion of each corrective action and resources required/assigned.
  - e. Status of each corrective action.
  - f. Date of completion of each correction.
  - g. Date of County's Project Director's approval of each correction, as applicable.
- c. Final System Acceptance:
 

Contractor shall provide the Final Acceptance Certification, certifying:

  - i. Successful completion of implementation and that Contractor has completed all work necessary for the Software to be available for Production Use by all Users.
  - ii. Deficiencies identified by Contractor or County have been corrected by Contractor in accordance with this Scope of Work.
  - iii. Corrections of such Deficiencies have been approved by County's Project Director; and
  - iv. Following County's Project Director's approval of all such corrections, the EAM System has performed for thirty (30) consecutive days in compliance with the Specifications, including all performance requirements without further Deficiencies.
  - v. The Public Works' Security Information Officer has reviewed the system and documentation and provided a written determination to the County's Project Manager that the new system complies with the Public Works' security requirements, as well as with all other

relevant County policies and standards related to data and system security.

- vi. All “as-built” documentation has been submitted.
- vii. The Certification shall also document the review with County of Go Live Report, including agenda, attendees, action items and supporting documentation.

County requires thirty (30) days to approve the Go Live Report. County approval of the Final Acceptance Certification shall signify Final Acceptance of the Software by County. Contractor shall provide an updated Project Implementation Plan, User Training Plans, and any other applicable documents.

**Task 7 Deliverables:**

- a. Deployment Plan.
- b. Conduct the successful Dress Rehearsal.
- c. Conduct the successful Go Live.
- d. Final copies of the Dress Rehearsal Task List, the Dress Rehearsal Checklist, the Go Live Task List, and the Go Live Checklist.
- e. Final “as-built” documents and updated Specifications Documents at “as-built” state.
- f. System Acceptance Certificate.
- g. Go Live report.

**4.8 TASK 8: OPTIONAL WORK (OPTIONAL)**

If requested in writing by County, Contractor shall provide to County Optional Work relating to the objective or purposes of this project but not detailed in this Statement of Work, provided there are sufficient funds available for such Optional Work. Optional Work may include, but not limited to, additional interface programming, database programming, workflows, software modifications, system configurations, data migration, automation script development, report development, alternative implementation approaches, new software and/or components and/or professional services, as-needed technical mentoring, additional training, etc.

The County, at its sole discretion, will determine the necessity of such Optional Work.

County may, during the term of the Contract, submit to the Contractor written requests for Optional Work. In response to such request, Contractor shall submit

to County for approval a proposed Work Order for such Optional Work, including a not-to-exceed Maximum Fixed Price as indicated by Contractor in its completed Form PW-2 (Schedule of Prices) included with its Proposal.

County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Price for such Optional Work.

#### **4.9 TASK 9: SUPPORT SERVICES**

When the EAM System has achieved Final Acceptance, the Contractor services will transition from Implementation to Support Services. Contractor, through its subcontractor, will meet the Service Level Agreement as outlined in Exhibit A.2 (Service Level Agreement). References in Exhibit A.2 (Service Level Agreement) to "Customer" or "Licensee" shall refer to the County, "Timmons Group, Inc." shall refer to Contractor's, and the "Covered Service" shall refer to the EAM System of which the Cityworks application will be provided. Contractor shall be responsible for its subcontractor's performance for the term of the Contract.

#### **4.10 TASK 10: MAINTENANCE SERVICES**

The Contractor shall provide maintenance after Final system Acceptance throughout the term of the Contract. Contractor, through its Subcontractor, will provide the Standard Maintenance and Support as outlined in Exhibit D.1 (Cityworks Software License and Maintenance Agreement), Addendum 2 (Standard Maintenance and Support). References in Exhibit D.1 (Cityworks Software License and Maintenance Agreement), Addendum 2 (Standard Maintenance and Support) to "Licensee" shall refer to the County, "Timmons Group, Inc." shall refer to Contractor and subcontractor, and the qualifying "Products" shall refer to the EAM System of which the Cityworks application will be provided. Contractor shall be responsible for its subcontractor's performance for the term of the Contract.

Task 10 Deliverables:

- a. Monthly maintenance log with a list of all maintenance activities performed.



## System Requirements

### EXHIBIT A.1 - FUNCTIONAL & TECHNICAL REQUIREMENTS

#### Systems Requirements Response Form

##### 1.0 System Functional Requirements

##### 1.1 Commercial-Off-The-Shelf Software

##### Technical Requirement Response Form Matrix

		Response			Comments
		Code	Customization	Not Available	
1.1.1	The EAM System shall consist of a set of integrated modules supported by the Contractor. Use of any third-party module as part of the proposed solution will not be accepted	X			Cityworks AMS is a fully mature, industry leader serving the Utilities and Public Works Enterprise Asset Management software. The system is designed for a full-service solution for large to smaller organizations and can be extended or reduced (scaled) as needed to suit your agencies goals for general workflow use, data tracking and reporting.
<b>1.2 Enterprise Asset Management System</b>					
Functional Requirement Response Form Matrix		Response			Comments
		Code	Customization	Not Available	
1.2.1	The EAM System shall capture Service Request information and support a process of analyzing, investigating, prioritizing, resolving, and reporting the results, along with potentially authorizing work orders when appropriate.	X			Cityworks Service Requests can be brought in from "The Works" application, enabling your groups to manage citizen requests within Cityworks via our API integration. All requests types can be mapped, managed, and analyzed as needed. Requests can be associated and linked to resulting work order efforts for cost and remedy tracking.
1.2.2	The EAM System shall have the ability to generate work orders from service requests, create relationships between work orders, and attach work orders to any number of assets, or to locations without assets.	X			Services Requests constitute a problem code associated to a location (Address, cross street, parcel, XY location). A work order is a remedy task associated to a GIS asset, which develops work history for the assets. This process from request to work order is linked. the original request is closed by virtue of the associated work order being closed.
1.2.3	The EAM System shall be implemented as a computerized asset management and warehouse inventory control system in support of County's infrastructure. i. SMD: sewer pipes, sewer manholes, siphons, pump stations, wastewater treatment plant, etc. ii. RMD: roads, curb & gutter, sidewalks, driveway aprons, curb ramps, trees, drains, bridges, guardrails, walls, culverts, etc. iii. OSD: traffic signs, traffic striping, pavement markings, traffic signals, traffic control cabinets, street lights, utility service	X			Cityworks uses your existing Geodatabase features (spatial) and objects (non-spatial) as the asset repository and data center for attribution of all assets. Our architecture consumes your existing structures and symbology. Every asset type that exists will be available to schedule work against as is. There is no need to try to modify or "fit" your existing GIS into Cityworks. Your data is ready to be used on day 1.
1.2.4	The EAM System shall support recurring, planned, inspection, emergency, rehabilitation, and replacement work performed by County and its contractors.	X			Cityworks AMS enables the ability to schedule inspections and preventive maintenance as needed. The Cityworks Software and License Agreement allows for contractor use with their acknowledgement and agreement.







## Geographic Information System-Centric Enterprise Asset Management System BRC000203

Department of Public Works, County of Los Angeles, California

### EXHIBIT A.1

1.2.5	The EAM System shall have the ability to track assets.	X			Cityworks uses your existing Geodatabase features (spatial) and objects (non-spatial) as the asset repository and data center for attribution of all assets.
1.2.6	The EAM System shall have the ability to track and prioritize work orders by multiples attributes.f. Have the ability to track and prioritize work orders by multiples attributes.	X			Cityworks' assets contained in your GIS can organize, and group assets based on attribution. These assets of similar groups of attributes can be managed in bulk and scheduled separately from other assets as needed.
1.2.7	The EAM System shall have the ability to configure inspections with user defined field and forms.	X			Cityworks AMS custom inspection forms enable your agencies to create any combination of inspection criteria with custom weighting factors to calculate an overall condition of the asset based on the data entry of inspection information. Some integrations to external technologies such as WACHS, CCTV etc. can also be integrated to Cityworks AMS to capture the data to be analyzed within Cityworks AMS.
1.2.8	The EAM System shall have the ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring shall result in a condition score on the asset. Scoring weights shall be determined by the County.	X			Cityworks AMS custom inspection forms enable your agencies to create any combination of inspection criteria with custom weighting factors to calculate an overall condition of the asset based on the data entry of inspection information
1.2.9	The EAM System shall be able to collect and store inspection and condition assessment data of an asset, such as, pipe corrosion, manholes condition, tree condition.	X			Conditions can be imported into inspection and/or asset records from external sources such as CCTV software. Custom inspections can be used to provide a data entry evaluation tool for all asset types for any type of condition rating desired standard or custom.
1.2.10	The EAM System shall be able to integrate with the County s Spatial Database Engine (SDE). i. Have the ability to generate a map and track work orders against assets. ii. Have the ability to create work request from inside the map interface. iii. Have the ability to view all work activities on a dynamic map and label by priority, status, type, etc. iv. Have the ability to update GIS attributes from the mobile application v. Have the ability to support and detect relationship classes within the GIS Data. vi. Have the ability to use ESRI local government template ready. vii Have the ability to query the ESRI geodatabase from within the EAM System	X			Cityworks AMS is a GIS Centric application that connects to your SDE directly, and work orders, inspections and requests can be added directly from a map view or without. These work locations can be shown in icon-based representations for each type of work users want to display. Assets can also be shown in a color-coded basis, showing condition ratings. The GIS can be queried directly from Cityworks AMS. Live layers can be displayed as needed based on data in Cityworks directly from the map. Several user map tools exist such as pan, zoom, select, display, redline, draw, Web maps and more.
1.2.11	The EAM System shall be able to select safety plans based on the type of work being done. For example, asbestos abatement and lead abatement.	X			The Cityworks AMS Work Order Template set-up features can enable Safety, Standard Operational Procedures and other documentation associated to that job type to be available to all work orders using that task template such as the example provided.
1.2.12	The EAM System shall have an interface for dispatch that can assist staff to identify who the responsible division is, based on the GIS jurisdiction layer information and asset type. It will log and track all dispatch and service calls. It also shall be able to track or distinguish multiple callers per request. A dynamic map is required for staff to see the GIS assets in the area.	X			Cityworks AMS can have default setting for Departments, Supervisors, Priorities etc. based on task and call types. Users can be assigned to geographical areas for auto dispatching work as needed. Your Cityworks implementation specialists will help you configure your business rules for geographical assignment of calls, inspections and work orders.
<b>1.3 Reporting Tools</b>					
Functional Requirement Response Form Matrix		<b>Response Code</b>			
		<b>Available</b>	<b>Customization</b>	<b>Not Available</b>	<b>Comments</b>
1.3.1	The EAM System shall have reporting tools that produce reports directly from the system. The reports should be able to use any field or attribute in the geodatabase. Reports should include but are not limited to various asset types, work type, work orders, inspections, condition assessment, etc. The report format should include, but is not limited to PDF, XLS, and CSV. The EAM system shall be usable with PowerBI DirectQuery.	X			Cityworks includes dozens of off the shelf reports to suit the general need of our client base. These can be modified. Custom reports can be developed and added to your interface. Generally your implementation specialist includes a large bank of custom reports based on discovery findings during configuration workflow meetings as well. Other reporting mechanisms such as dashboards can be developed for daily KPI measurements and real time data interactive report management. Several clients also use PowerBI for interactive reporting and data publishing across the enterprise as needed.



**Geographic Information System-Centric Enterprise Asset Management System**  
**BR000203**  
Department of Public Works, County of Los Angeles, California

EXHIBIT A.1

1.3.2	The EAM System data shall be accessible in denormalized form to report writing tools through Open Database Connectivity (ODBC), Java Database connectivity, or other database connectivity that major report writing tools use (e.g. Crystal Reports, COGNOS).	X			Cityworks develops off the shelf reports embedded with Crystal Reports Run Time. Any ODBC query and reporting tool can be used to interrogate the database.
<b>1.4 Mobile Solutions for Field Workforce</b>					
		<b>Available</b>	<b>Customization</b>	<b>Not Available</b>	<b>Comments</b>
1.4.1	The EAM System shall provide access to the applicable functionality of the EAM System and related integrations, regardless of whether the user is connected to the network within County facilities or working in the field.	X			Cityworks AMS has cross platform function for the office and the field 100% connected live access for users. Additionally Cityworks Mobile has a completely disconnected technology enabling offline use at any time for areas that may not have reliable wireless coverage or connectivity.
1.4.2	The EAM System shall provide wireless dispatching of Service Requests, Service Orders, and Work Orders to the field crews.	X			Cityworks has the wireless dispatching connectivity for real time access within the Office and Respond platforms for real time data connection and assignments to the field.
1.4.3	The EAM System shall allow field entry of Service Request, Service Order, and Work Order execution and completion data.	X			Staff created Service Requests, Work Orders and Inspections can be added in the field. Access to all your assets in GIS is also available.
1.4.4	The EAM System shall allow field access to basic asset and maintenance history information.	X			Field access to work history is enabled for wireless modes in Office and Respond. History is not enabled in a disconnected environment to improve up/download performance on Cityworks Mobile.
1.4.5	The EAM System shall provide GIS displays of data (dynamic map) that support Service Requests, Work Orders, service outages, major repair operations, and related data.	X			GIS symbol icons will provide representations of work types on the map function. Map Legends provide the explanation of various criteria of work.
1.4.6	The EAM System's Mobile application should be able to work in an offline mode.	X			Cityworks Mobile is an offline mode system that up/downloads when connection is available, and designed to work 100% offline when data entry is required for work orders, Requests and Inspections. This mobile platform is designed in iOS and Android app environments and available in their app stores for download and simple connectivity set-up.
1.4.7	The EAM System shall allow the field users to enter data in an offline mode or create a new work order and or service request.	X			Cityworks Mobile is an offline mode system that up/downloads when connection is available, and designed to work 100% offline when data entry is required for work orders, Requests and Inspections. This mobile platform is designed in iOS and Android app environments and available in their app stores for download and simple connectivity set-up.
1.4.8	The EAM System's syncing of offline data with the live system can be user initiated or done automatically by the system.	X			Cityworks Mobile data transfer tools are user initiated. Users have a color coded notification to show new data has not been uploaded. If real time access is needed users can seamlessly navigate to Cityworks AMS Respond from Mobile for online real time access to Cityworks information.
1.4.9	The System's mobile application must be developed by the EAM system as a package. Third party solutions will not be accepted.	X			Cityworks is the sole and exclusive developer and provider of this proposed field technology and is designed, licensed and supported by Azteca Systems, LLC, doing business as "Cityworks".
1.4.10	The mobile application shall be a native application to the latest version of iOS and Android or a responsive and fully mobile-aware website.	X			The Cityworks Mobile platform is designed in iOS and Android app environments and available in their app stores for download and simple connectivity set-up.
1.4.11	The EAM System's mobile application shall have access to multimedia files for a work order and have the ability to attach photos and/or videos to an inspection, work order, or service request.	X			Media files can be accessed on mobile devices that were previously added as well as attaching new media (pictures, videos, documents) in the field.
1.4.12	The EAM System shall be compatible with Internet Explorer 11, Edge, Chrome, Firefox, and Safari.	X			Cityworks Office and Respond applications will run on these listed platforms. Please note that Internet Explorer 11 may not support all Cityworks functionality due to being an old browser. Microsoft is ending support of Internet Explorer 11 in June 2022.



Geographic Information System-Centric Enterprise Asset Management System  
BRC000203

Department of Public Works, County of Los Angeles, California

EXHIBIT A.1

1.5 Integration Services

		Response			Comments
		Code	Customization	Not Available	
	e	Available			
1.5.1	The EAM System shall integrate with County's GIS Systems (ESRI) Spatial Database Engine (SDE) ver. 10.4.1, ArcGIS Desktop 10.7.1	X			Cityworks is compliant with these versions. As the only EAM industry Esri Platinum Partner we also develop pre-release with Esri's changing technology and have the most Esri new release ready software to ensure Cityworks is aligned with new Esri Releases.
1.5.2	The EAM System shall integrate with ESRI	X			As a Esri Platinum Partner you can be assured of cross platform compatibility with these products
1.5.3	The EAM System shall integrate with County's Oracle Database ver. 19C	X			Cityworks is compliant with this Version. However, the County also requests a cloud hosted solution, in which, we provide the database in our Saas environment which is AWS and SQL Server.
1.5.4	The EAM System shall integrate with County's Microsoft SQL server Ver. 12.0.5579 SP2, County's Digital Closed Circuit Television (CCTV) sewer inspection system (GraniteNet)	X			GraniteNet has an off the shelf integration with Cityworks that uses Cityworks Work Order and Inspection APIs to send data back and forth between the systems.
1.5.5	The EAM System shall integrate with County's water and wastewater SCADA historians for equipment run times	X			Cityworks has a SCADA import tool to read updated SCADA historian files to update asset records and asset readings, maintaining a history of these records.
1.5.6	The EAM System shall integrate with County's Enterprise Document Management System (EDMS)	X			Timmons Group will work with LA County Public Works by following the methodology outlined within Phase 6, Task 6.1 of the Implementation methodology detailed in our proposal response.
1.5.7	<b>GIS Integration</b> . County uses ESRI GIS technology as its asset registry system of record for wastewater collection, water distribution, traffic operations, streets, flood control, and street light assets. County places a high priority on integration of its EAM System with this spatially-referenced asset data to enhance staff's ability to access, create, analyze, display, and manage these assets.	X			Cityworks was designed following this exact methodology of using the GIS records as the authoritative and singular asset record. This enables the highest level of asset data continuity within your asset management process. You can always be confident the asset records are always the latest and accurate information.
1.5.8	<b>CCTV Inspection Integration</b> . The Sewer Maintenance and the Stormwater Maintenance business units use digital closed circuit television (CCTV) cameras to inspect the inside of pipelines. The GraniteNet software package, from CUES, Inc., is installed in six television inspection trucks which capture digital images, video data, and field entries for defects. The inspection data, images, and video are stored on a file server which is managed by the GraniteNet software for general access and viewing. County anticipates continuing to use the GraniteNet software package to manage sewer pipeline inspection data.GraniteNet by Cues. i. Data Management: County uses GraniteNet Basic to manage digital files of completed inspections on a file server. GraniteNet stores its internal asset and inspection data using Microsoft SQL Server. The video is stored as MPG files. ii. Operating System: County has implemented GraniteNet using the Windows 10 operating system.	X			With the CUES GraniteNet/Cityworks Integration Module, you can:  -Automate and schedule the import of Work Order ID's, Asset ID's, Project Names and Employee Names from the Cityworks Asset Management System to the GraniteNet database. -Automatically create new pending GraniteNet tasks of corresponding types in Cityworks for each asset imported from a Cityworks Work Order. -Create, start and complete Work Order tasks directly from the Cityworks Server Work Order form (for crews which are out of the office and have internet access.) -Automatically update the status and date of Cityworks Work Orders and Tasks during inspection data export. -Review detailed inspection results by calling GraniteNet directly from within Cityworks.
1.5.9	<b>Customer Information System Integration</b>  The Waterworks business units use customer information system for our billing unit that serves all of our customers within the district. The CIS monitors customer data, service order, meter data, account data, etc. Waterworks anticipates developing our business process requirements between the systems to be supported by the interface.	X			Cityworks integrations with customer information systems (CIS) are pretty common and the desired functionality can vary quite a bit from simply syncing customer accounts to Cityworks to provide a caller lookup for service requests, to a bi-directional sync that sends service orders from CIS to Cityworks, creating sister work orders in Cityworks where field staff can perform work like meter installs or change outs. Once the work orders are complete in Cityworks they are synced back to CIS to update the meter inventory and customer account records with the updated meter information for the account and complete the associated service order in CIS. Timmons Group will work with LA County Public Works by following the methodology outlined within







Geographic Information System-Centric Enterprise Asset Management System  
BRC000203  
Department of Public Works, County of Los Angeles, California

EXHIBIT A.1

				Phase 6, Task 6.1 of the Implementation methodology detailed in our proposal response.
1.5.10	<b>Water and Wastewater SCADA Historians</b> . County's water distribution system and plants, and its wastewater collection system and plants use Supervisory Control and Data Acquisition (SCADA) systems for real-time process control (ClearSCADA and Wonderware). The EAM System will import equipment run time data from these SCADA systems' historians for scheduling recurring work orders/inspections (e.g., preventive maintenance) for the water and wastewater plants and pump stations. County will be responsible for identifying the variables and protocol for sending the run time data to the EAM System.	X		The Cityworks Metrics API is used to load asset readings from SCADA historians into Cityworks. Using this method ensures that the readings are processed by the Cityworks Asset Readings configuration/tool, which will verify if the new reading has met a threshold or interval defined for the asset in Cityworks and if met, will trigger the assigned reactive or preventive maintenance work order. Timmons Group will work with LA County Public Works by following the methodology outlined within Phase 6, Task 6.1 of the Implementation methodology detailed in our proposal response.
<b>2.1 General Technical Requirements</b>				
	<b>Technical Requirement Response Form Matrix</b>	<b>AVAILABLE</b>		
		<b>YES</b>	<b>NO</b>	<b>Comments</b>
2.1.1	The EAM System shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).	X		The Cityworks team is proposing a completely hosted Cityworks Online (CWOL) solution using the Amazon Web Service (AWS) platform and will be managed by Cityworks.
2.1.2	The Contractor shall provide to County the Service Organization Control (SOC) 2 Type 2 Report by an objective third party, stating the application/environment has been tested for security, availability, processing integrity, confidentiality, and privacy of a system, on an annual basis no later than 30 days after they are received by the vendor. The report shall include the documented corrective action plan which addresses each audit finding or exception and identify in detail the remedial action to be taken along with the date(s) when each remedial action is to be implemented.		X	Cityworks does not currently have an SOC 2 report.
2.1.3	The Contractor shall require annual cyber security awareness training for all personnel with access to IT resources (e.g., hardware, software, data).	X		Training for cyber security and awareness is ongoing within our corporate policies.
2.1.4	The EAM System shall consist of a set of integrated modules supported by the Contractor. Use of any third-party module as part of the proposed solution will not be accepted.	X		Cityworks AMS is a fully mature, industry leader serving the Utilities and Public Works Enterprise Asset Management software. The system is designed for a full service solution for large to smaller organizations and can be extended or reduced (scaled) as needed to suit your agencies goals for general workflow use, data tracking and reporting.
2.1.5	County expects the EAM System provider to offer a subscription for maintenance and support.	X		This Cityworks proposal is subscription based with an annual fee for licensing and support included in the fee.
<b>2.2 Access</b>				
	<b>Technical Requirement Response Form Matrix</b>	<b>AVAILABLE</b>		
		<b>YES</b>	<b>NO</b>	<b>Comments</b>
2.2.1	The EAM System shall use provide Multi-factor authentication.	X		Multi factor authentication is available via SSO using ArcGIS Logins.
2.2.2	The EAM System shall support password complexity that meets the County Password Security or equivalent: A minimum of 8 characters with at least three of the four characteristics (Alphanumeric, Upper Case, Lower Case, Special Character). All default passwords in the system, hardware, and/or software shall be changed prior to deployment.	X		Requires SSO via ArcGIS Logins.
2.2.3	Passwords should not be displayed in clear text (Password Masking).	X		Passwords are masked in the user view.



Geographic Information System-Centric Enterprise Asset Management System  
BRC000203  
Department of Public Works, County of Los Angeles, California

EXHIBIT A.1

2.2.4	Password resets can only occur when the user has confirmed their identity through the recovery process using the established Multi-Factor Authentication.	X		SSO via ArcGIS Logins support OKTA and other methods are available for multi-factor authentication.
2.2.5	The EAM System shall require users to enter current password along with the new password when changing passwords.	X		Yes
2.2.6	The EAM System shall provide the ability to define role-based access with different security groups.	X		Users belong to one or many security groups enabling an array of access, unique or within a group.
2.2.7	The EAM System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).	X		Error messages are included in the application interface and provides additional information to guide the user.
2.2.8	The EAM System shall include detailed, read-only, searchable, filterable, exportable, and accessible via API audit/trails/logs for all actions (e.g., login, maintenance, activity) performed in the environment and system.	X		Audit trails in Cityworks AMS are extensive, with date, time, user, original value, and new value.
2.2.9	Access to County data shall be limited only to the Contractor or Service Provider's personnel to perform work necessary defined in the scope of services. County must be notified in writing of any third party which the Contractor is required to share County data.	X		As the Prime, Timmons Group will require access to the Cityworks Online SaaS (CWOL) system architecture and data housed within CWOL. County data within in CWOL will require access by only Timmons Group and Cityworks resources, no other access to County data will be needed nor granted. All security protocols will be followed to ensure security of County data.
2.2.10	The EAM System shall lock the user's account after five (5) successive failed attempts within a 30-minute period.	X		Multiple preferences available to govern lockout via SSO and ArcGIS Logins.
2.2.11	The EAM System shall not store sensitive data in cookies or URLs.	X		
<b>2.3 Data, Backup, and Recovery</b>				
<b>Technical Requirement Response Form Matrix</b>		<b>AVAILABLE</b>		
		<b>YES</b>	<b>NO</b>	<b>Comments</b>
2.3.1	The Contractor shall provide all raw data to the County when requested or at the end of the project/contract in a format mutually agreed on.	X		Backups of Cityworks SaaS database can be provided on request.
2.3.2	The EAM System shall provide the ability to automatically export all system data.		X	Not automatically, but system data can be exported manually.
2.3.3	All system data center(s) and backup/replication locations shall reside in the Continental United States.	X		The AWS hosting platform proposed will be in the US and EAST zone.
2.3.4	The EAM System shall perform backups with no adverse effect on performance.	X		
2.3.5	At minimum, EAM System data shall be backed up daily.	X		Your Cityworks Online database can be restored to any point in time over the previous 35 days.
2.3.6	Contractor shall have a clear way to address how data and system security are protected from disruption and loss in the event of disaster, emergency, and security breaches. EAM System shall be monitored to ensure the effectiveness of security controls. Contractor shall promptly notify the County Project Manager and Departmental Security Officer within twenty-four (24) hours of when there is a suspected system breach.	X		Cityworks Online is constantly monitored for security using CrowdStrike and other best business practice solutions available.
2.3.7	Contractor shall have the ability to restore data or portions of data within 8 hours after request is made.	X		
2.3.8	The Contractor or Service Provider shall wipe PV data from all storage media after contract termination using National Institute Standards and Technology (NIST) Special Publication (SP) 800-88 titled Guidelines for Media Sanitation.		X	Partial. If the contract is terminated, data is deleted from our AWS volume. We do not have access to disk servers.
2.3.9	The EAM System shall use AES-256 encryption or stronger for all data in storage.	X		
2.3.10	The EAM System's backup media shall be encrypted.	X		
2.3.11	All application logs shall not contain sensitive data. All sensitive data shall be redacted or de-identified in reports, dashboards, exports, and web services (e.g., last four (4) SSN).	X		The database is encrypted and key fields are masked, however, we do not recommend storing personally sensitive





Geographic Information System-Centric Enterprise Asset Management System  
BRC000203  
Department of Public Works, County of Los Angeles, California

EXHIBIT A.1

				information like SSN inside of Cityworks.
<b>2.4 Infrastructure and Hosting Environment</b>				
<b>Technical Requirement Response Form Matrix</b>		<b>AVAILABLE</b>		
		<b>YES</b>	<b>NO</b>	<b>Comments</b>
2.4.1	The EAM System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application). Any servers part of the System shall operate on software under support or no less than 1 year out of support by their vendor	X		Cityworks Online is hosted in AWS which is updated regularly.
2.4.2	The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) or Detection (HIDS) system, Network Intrusion Prevention (NIPS) or Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.	X		We use CrowdStrike and Bitdefender on the app servers for Intrusion detection and anti malware
2.4.3	The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to County users.	X		
2.4.4	The EAM System shall be contained by a perimeter firewall to protect the network from external attacks.	X		
2.4.5	The EAM System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.	X		
2.4.6	The EAM System shall have measures to prevent the upload of unauthorized files (e.g., executable files).	X		
2.4.7	The EAM System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).	X		
2.4.8	The EAM System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).	X		Cityworks Online SaaS includes one production environment and one sandbox environment for the price quoted in our response. Additional environments can be added for an additional fee.
<b>2.5 Performance and Availability</b>		<b>AVAILABLE</b>		
<b>Technical Requirement Response Form Matrix</b>				
		<b>YES</b>	<b>NO</b>	<b>Comments</b>
2.5.1	The system environments shall operate on a 24x7x365 basis.	X		Cityworks Online is a tenant with AWS and therefore we are subject to AWS performance.
2.5.2	EAM System availability shall be 99.9% "System Availability" shall be calculated as follows: $\text{System Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$	X		AWS offers an SLA for their services provided to Cityworks. <a href="https://aws.amazon.com/compute/sla/">https://aws.amazon.com/compute/sla/</a> We attempt to maintain the same Uptime Percentage, but we don't offer credits for unplanned downtime.
2.5.3	The EAM System shall have an average response time of two (2) seconds, as measured from the Hosted Environments.		X	We do not guarantee response times.
<b>2.6 Compatibility and Integration</b>		<b>AVAILABLE</b>		
<b>Technical Requirement Response Form Matrix</b>				
		<b>YES</b>	<b>NO</b>	<b>Comments</b>
2.6.1	The EAM System shall provide a secure web-based user interface accessible from any web browser (e.g. Internet Explorer 11, Edge, Chrome, Firefox, Safari, etc.) or from any device and shall not require plug-ins or additional installed software (e.g., Adobe Flash).	X		Cityworks Office and Respond applications will run on these listed platforms and does not require additional Flash or Adobe programs. We recommend Chrome or Firefox as the primary browser.
2.6.2	The EAM System shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act ( <a href="http://www.ada.gov/">http://www.ada.gov/</a> ), the Rehabilitation Act Section 508 ( <a href="http://www.section508.gov/">http://www.section508.gov/</a> , etc.).		X	Cityworks apps are partially compliant with ADA. Each release improves these capabilities. However, not all ADA features are available in the current release.







**Geographic Information System-Centric Enterprise Asset Management System**  
**BRC000203**

Department of Public Works, County of Los Angeles, California

**EXHIBIT A.1**

2.6.3	The EAM System shall provide Apigee compatible RESTful APIs with SWAGGER descriptions that allow the reading and writing of all County data in the EAM System.		X	Cityworks provided APIs are RESTful via JSON webservices. API documentation is built directly into the Cityworks website.
2.6.4	All EAM System data shall be available to the County via web services (e.g. REST Application Programming Interface (API)) and shall use secure authentication and encryption (128-bit or greater).	X		
2.6.5	The EAM System shall provide Single Sign On (SSO) capability for County users using the County's Enterprise Identity & Access Management Directory (based on Microsoft Azure Active Directory).	X		Requires SSO via ArcGIS Logins.
2.6.6	The EAM System shall transmit sensitive data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).	X		



---

## CITYWORKS ONLINE SERVICE LEVEL AGREEMENT

This Cityworks Online Service Level Agreement (“SLA”) accompanies the Cityworks Software License and Maintenance Agreement (the “Agreement”) entered into between you (“Customer” or “Licensee”) and Azteca Systems, LLC. Unless given a new definition in this SLA, all terms previously defined in the Agreement, all capitalized terms herein shall have the same meaning given to them in the Agreement.

### 1. DEFINITIONS:

- a. **“Agreement”** means the applicable Cityworks Software License Agreement signed between the Customer and Azteca Systems governing the customers use of Cityworks Software Products and Online Services.
- b. **“Covered Downtime”** means all Downtime other than Excluded Downtime or Maintenance Windows.
- c. **“Covered Service”** or **“Service”** means the Cityworks Online services provided by Azteca Systems to Customer under the Agreement.
- d. **“Downtime”** means periods during which one or more of the Covered Services are not available.
- e. **“Excluded Downtime”** means any of the following events shall constitute an exception to Azteca’s obligation to meet the Service Availability defined herein and shall be considered an Excluded or Planned Downtime:
  - i. Maintenance Windows, Permitted Downtime, or similarly scheduled maintenance or downtime; or
  - ii. An outage, slowdown, failure, or delay that is due to the failure or non-performance of any equipment, connections, entities, individuals, or services that are not under the control of Azteca Systems (or Azteca Systems’ agents and subcontractors), including, but not limited to, peer-to-peer internet service provider routing, third-party data center failure, collocation providers, insufficient or inadequate third-party bandwidth or technology, wireless carrier unavailability, etc.; or
  - iii. An outage, slowdown, failure, or delay that is caused by an event that is beyond the control of Azteca Systems, including, but not limited to, acts of God, acts of any government in its sovereign or contractual capacity, terrorist acts, natural disasters, emergency conditions, fires, floods, snowstorms, earthquakes, epidemics, quarantine restrictions, wars, riots, rebellions, insurrections or civil unrest, labor strikes, or other work stoppages, epidemic outbreak, pandemic, internet viruses, hacker attacks such as denial of service, and general failure of substantial failure of the internet of any portion thereof, internet brownouts, black-outs, and slowdowns (each a **“Force Majeure”** event); or
  - iv. Any action taken under Customer's account such as failure to make Payment under the terms of the Agreement, or use of the Covered Service that is inconsistent with Agreement or Azteca System’s reasonable instructions; or
  - v. Any third-party software or hardware used to access the Covered Service; or
  - vi. Use of Beta, evaluation, and free services; or
  - vii. Security Events: Both parties agree to take reasonable and customary measures common in the IT industry to secure their systems from virus, hacker, and denial of service attacks, and Customer agrees that Azteca Systems may immediately slow down or cut off service if necessary, to temporarily halt an attack originating with or through Customer until such time as Customer takes corrective action.
- f. **“Maintenance Windows”** or **“Permitted Downtime”** means Azteca Systems shall operate Service so that scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption, such as a periodic data release, a software update, or enhancement, Azteca Systems will provide a minimum of seven (7) days prior written notice and will use commercially reasonable efforts to perform such maintenance with the minimum interruption time. Maintenance Windows or Permitted Downtime will not be counted towards the Service Availability percentage defined above.

- g. **“Quarterly Uptime Percentage”** equals one hundred percent (100%) less the percentage of one (1) - minute intervals during the Service Quarter that constitute Covered Downtime. A Service will be considered to have been 100% available for any portion of a Service Quarter in which Customer did not maintain an active subscription.
  - h. **“Service Commitment”** means a Quarterly Uptime Percentage that the Service will be operational and available to Customer at least 99.9% of the time in any Quarter. Cityworks Online will operate Service 24 hours a day, 7 days a week, 365 days a year, subject to the limitations set forth in this Service Level Agreement.
  - i. **“Service Term”** shall mean the Initial Term of this Agreement and any renewal term.
  - j. **“Service Quarter”** means a standard three (3)-month calendar quarter. Service Quarters are defined as the following four (4) specific time periods: January through March, April through June, July through September, and October through December.
  - k. **“Service Level Agreement or SLA”** means this Service Level Agreement and support policy for the software products for which Licensee has an up-to-date and paid for subscription for the Covered Services.
  - l. **“SLA Credit”** means a monetary credit applied to Customer's annual subscription at time of renewal.
2. **Services Availability.** Azteca Systems will use commercially reasonable efforts to achieve the Service Commitment for each Covered Service except for Excluded or Permitted Downtime. For any Service Quarter that the Quarterly Uptime Percentage for a Product is less than the Service Commitment and subject to Azteca Systems’ minimum threshold for credit, Customer will receive an SLA Credit equivalent to the prorated Product subscription fee for the net Covered Downtime during the relevant Service Quarter in excess of the maximum Downtime permitted under the Service Commitment.
3. **Procedure.** To receive an SLA Credit, customer must submit a claim through Cityworks Technical Support. Claims must be received within thirty (30) days following the end of such Quarter in which the failure occurred. Once Azteca Systems has verified that the Quarterly Uptime Percentage for a Covered Service fell below the Service Commitment and exceeds Azteca System’s minimum criteria for providing an SLA Credit, the appropriate SLA Credit will be applied to Customer's paid renewal of its subscription for the Covered Service at the time of renewal. An SLA Credit is non-transferable and is the Customer's sole and exclusive recourse for any nonattainment of the Service Commitment. If Customer does not renew the subscription, Customer forfeits the SLA credit.
4. **SLA Credits.** Customer will be entitled to a credit based on the fees due prorated for the affected Service in such quarter. The SLA Credit will be calculated as follows:

Uptime	Service Credit (% of quarterly fees pro-rated for the year)
99.50% — 99.89%	5%
98.00% — 99.49%	10%
96.00% — 97.99%	15%
< 96.00%	20%

Azteca Systems will apply each SLA Credit to Customer’s next annual invoice, provided that Customer’s account is fully paid, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused SLA Credits. For the avoidance of doubt, no SLA Credit in any quarter will exceed 20% of the quarterly fees due prorated for the year.

5. **Exclusive Remedies.** SLA Credits constitute liquidated damages and are not a penalty. SLA Credits are Customer’s sole and exclusive remedy, and Azteca System’s sole and exclusive liability, for Azteca System’s failure to meet the Service Commitment.

**GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET  
MANAGEMENT SYSTEM SERVICES**

**RFP NO. BRC0000203**

**PRICING SCHEDULE**

# Geographic Information System-Centric Enterprise Asset Management System Services

## 1.0 One-Time Implementation Fees for EAM System

Services Detail	Cost
1.1 – TASK 1 - Project Initiation and Planning	\$ <u>20,680</u>
1.2 a – TASK 2 – Sewer Main't (SM) Review, Analysis, and Design.....	\$ <u>17,800</u>
b – TASK 2 – Road Main't (RM) Review, Analysis, and Design.....	\$ <u>16,800</u>
c – TASK 2 – Waterworks (WW) Review, Analysis, and Design.....	\$ <u>18,380</u>
d – TASK 2 – Operational Services (OS) Review, Analysis, and Design.....	\$ <u>16,800</u>
e – TASK 2 – Stormwater Main't (SWM) Review, Analysis, and Design (To Be Determined (TBD))....	\$ <u>17,800</u>
1.3 a – TASK 3 – SM Development/Setup, Installation, and Configuration.....	\$ <u>52,271</u>
b – TASK 3 – RM Development/Setup, Installation, and Configuration.....	\$ <u>26,886</u>
c – TASK 3 – WW Development/Setup, Installation, and Configuration.....	\$ <u>76,466</u>
d – TASK 3 – Operational Services (OS) Development/Setup, Installation, and Configuration..	\$ <u>26,886</u>
e – TASK 3 –SWM Development/Setup, Installation, and Configuration (TBD) .....	\$ <u>26,886</u>
1.4 – TASK 4 – Migration	\$ <u>14,400</u>
1.5 – TASK 5 – Testing	\$ <u>27,880</u>
1.6 – TASK 6 – Training	\$ <u>62,120</u>
1.7 a – TASK 7 – SM Deployment – Dress Rehearsal & Go Live .....	\$ <u>15,983</u>
b – TASK 7 – RM Deployment – Dress Rehearsal & Go Live .....	\$ <u>15,983</u>
c – TASK 7 – WW Deployment – Dress Rehearsal & Go Live .....	\$ <u>15,983</u>
d – TASK 7 – Operational Services (OS) Deployment - Dress Rehearsal & Go Live.....	\$ <u>15,983</u>
e – TASK 7 –SWM Deployment – Dress Rehearsal & Go Live (TBD).....	\$ <u>15,983</u>
1.8 INTEGRATION WORK - Additional Work for integration to the various systems below can be performed for the costs set forth below for the various DPW Divisions:	\$ <u>71,675</u>

1) Esri ArcGIS = \$0.00 2) GraniteNet = \$11,415 3) ClearSCADA = \$22,360 4) North Harris Corp CIS = \$37,900	
<b>Total One-Time Implementation Fees (sum of 1.1 – 1.8)</b>	<b>\$ 573,645</b>

### **Assumptions.**

Tasks 1, 4, 5 and 6 are priced for the following DPW Divisions: Sewer Main't, Road Main't, Waterworks, Operational Services and Stormwater Main't. Additional DPW Divisions will require additional effort and costs.

Legacy data analysis/review for possible migration only, to determine if migration warranted, no migration of legacy data for Maximo. However, there is migration of ESRI data. (Task 4)

## **2.0 Annual Subscription Fees\***

Annual Subscription Fees are as follows for the EAM System (Cityworks):

### **2.1 Cityworks AMS Named User Login Annual Subscription Fees**

<b>Cost Per User**</b>	<b>Estimated Number of User</b>	<b>Total Cost</b> (Cost per User x *Est # of Max User)
\$ NA	60*	\$90,000
\$1,800	61 – 100*	\$162,000
\$1,600	101 – 200*	\$322,000
\$1,400	201 – 300*	\$462,000
\$1,200	301 – 400*	\$582,000
\$1,000	401 – 500*	\$682,000
\$800	501 – 1000*	\$1,082,000

### **2.2 Cityworks AMS Add-On Application Annual Subscription Fees**

<b>Cityworks AMS Add-On</b>	<b>Annual Fee</b>
Cityworks AMS Analytics	\$11,000
Opx	\$22,000
Metrics API	\$6,600
Storeroom API	\$10,500
Equipment Checkout	\$2,000
Additional Cityworks Online Sandbox Environments	\$15,000 each per year



### **Assumptions.**

The Cityworks AMS Named User Login Software License Fees listed in Table 2.1 includes the following products:

- Respond
- Mobile Native Apps (iOS/Android)
- Storeroom
- Enterprise URL
- Workflow
- Operational Insights
- Web Hooks
- Inspection API
- Service Request API
- Work Order API - Extended
- Cityworks-Centric partner apps
- One Cityworks Online Production Site
- One Cityworks Online Sandbox Site

The County will purchase a minimum of 60 Named User Login Software Licenses. The total fee for the Named Logins Software License rates listed in Table 2.1 is cumulative through the login count tier. For example: Math to calculate the cost up to 250 Named User Login Software Licenses is as follows:

- First 60 = \$90,000
- Next 40 @ \$1,800 each = \$72,000
- Next 100 @ \$1,600 each = \$160,000
- Next 50 @ \$1,400 each = \$70,000
- **Total = \$392,000/year** (\$90,000 + \$72,000 + \$160,000 + 70,000)

**Discount:** Cityworks will discount the software subscription fee in Year 1 by 30% for any number of Named User Login Software Licenses elected to by County, and Year 2 by 15% for the Named User Login Software Licenses purchased on the initial invoice in Year 1 only. Purchases made after the initial invoice will be charged at the full rates listed in Table 2.1 and 2.2.

**Mid-Term Purchase:** Logins or Add-Ons purchased mid-term will be prorated based on the effective date of the software license.

#### **Annual Subscription Fees Footnotes:**

*\* Annual subscription rate to include all required work specified in the RFP and Contract, including but not limited to, (1) Phone and email technical support for administrative users; (2) Phone and email technical support for Users; (3) Web-based training for all Users; (4) Supplemental online video training; and (5) maintenance and support, and vendor hosting. Annual Subscription Fees for the EAM System (Cityworks software) is due at the beginning of the project for a minimum of 60 Named User Login Software Licenses, in order to receive the license key and access Cityworks. Annual Subscription Fee(s) are then due each subsequent year the County is using the EAM System.*

*\*\* This annual cost shall be applied across all contract years, including the renewal years if exercised by County.*

### **3.0 Additional Training Sessions Fees**

Upon Final Acceptance, the County may request future in person classroom training for Users of the System. Total Cost shall be Session Cost multiplied by Unit.

<b>Services Detail</b>	<b>Session Cost*</b>	<b>Unit</b>	<b>Total Cost (Session Cost x Unit)</b>
3.1 Train-the-trainer training sessions (25 students, 4 hour class)	\$ 15,250	5	\$ 76,250

3.2 Comprehensive training for users (25 students, 3 hour class)	\$ 15,250	5	\$ 76,250
<b>Total Additional Training Sessions Fees</b>			\$ <u>152,500</u>

*Additional Training Session Fees Footnotes:*

*\*Session Cost shall be fully-loaded*

#### 4.0 Total Fees / Maximum Contract Amount

*Provide all costs as identified below.*

<b>Services Detail</b>	<b>Total Cost</b>
1.0 Total One-Time Implementation Fees	\$ <u>573,645</u>
2.0 Total for Annual Subscription Fees	
Year 1 of Subscription (60 Users)	\$ <u>90,000</u>
Year 2 of Subscription (100 Users)	\$ <u>162,000</u>
Year 3 of Subscription (100 Users)	\$ <u>162,000</u>
Year 4 of Subscription (200 Users)	\$ <u>322,000</u>
Year 5 of Subscription (300 Users) – Option Year	\$ <u>462,000</u>
Year 6 of Subscription (300 Users) – Option Year	\$ <u>462,000</u>
Additional Cityworks Online Sandbox Environment - \$15,000 each per year X 5 Years	\$ <u>75,000</u>
<b>TOTAL</b>	\$ <u>1,735,000</u>
3.0 Total Additional Training Sessions Fees	\$ <u>152,500</u>
<b>Maximum Contract Amount</b>	\$ <u>2,461,145</u>

#### 5.0 Firm Fixed Hourly Rate For Optional Work

*(For information Only - Hourly rate will not be evaluated and scored.)*

Firm Fixed Hourly Rate for Optional Work	\$ <u>155</u> /hour
--	---------------------

**EXHIBIT C**

**INDEMNIFICATION AND INSURANCE PROVISIONS**

I. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

II. Intellectual Property Indemnification

1.1.1 Contractor shall indemnify, hold harmless, and defend County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Solution, Third Party Products, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the "Indemnified Items") (collectively referred to for purposes of this Sub-paragraph as "Infringement Claim(s)"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by County and based on specifications provided by County when Contractor has advised County of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

## EXHIBIT C

- 1.1.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section II (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required in Section II (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph "Remedial Act(s)").
- 1.1.3 If Contractor fails to complete the Remedial Acts described in Sub-section 1.1.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default pursuant to the Termination for Default provision, in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation Fees paid by County to Contractor under the Contract, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

**III. 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 paragraphs II and III of this Attachment. 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.

**A. Evidence of Coverage and Notice to County**

- A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 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 County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying 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 emailed to the Contract Analyst and sent to:

Los Angeles County Public Works  
Business Relations and Contracts Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention: Contract Analyst (noted in the RFP Notice)

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

**B. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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.

**C. 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 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.



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

**E. 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.

**F. 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.

**G. 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.

**H. Subcontractor Insurance Coverage Requirements**

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

**I. Deductibles and Self-Insured Retentions (SIRs)**

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

## EXHIBIT C

Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### J. 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 years following Contract expiration, termination, or cancellation.

### K. 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.

### L. Separation of Insureds

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

### M. Alternative Risk Financing Programs

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

### N. County Review and Approval of Insurance Requirements

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

## III. INSURANCE COVERAGE

- A. 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

## EXHIBIT C

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- B. 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 nonowned autos, as each may be applicable.
- C. 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 is a 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 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.
- D. Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.
- E. Technology Errors and Omissions insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million.

## EXHIBIT C

- F. Cyber Liability insurance coverage with limits of \$2 million per claim and \$2 million in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, 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.

## ADDITIONAL INFORMATION TECHNOLOGY PROVISIONS

### 1. DEFINITIONS

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

#### 1.1 Acceptance

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

#### 1.2 County Data

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

#### 1.3 Deliverable(s)

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

#### 1.4 Documentation

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

#### 1.5 Error

With respect to the EAM System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the EAM System, Support

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

#### 1.6 Final Acceptance

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

#### 1.7 Hosted Services

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

#### 1.8 System or EAM System

The Licensed Software, Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the GIS-centric Enterprise Asset Management System to County as a "software as a service," in accordance with this Contract.

#### 1.9 Licensed Software or System Software

Individually each, and collectively all, of the computer programs provided by Contractor under this Contract (including Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, and Revisions, and any and all programs otherwise provided by Contractor under this Contract. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

#### 1.10 Maintenance Services

The provision of maintenance and continued management and operation services for the EAM System, as required by Exhibit A (Scope of Services), which includes Hosted Services.



**1.11 Optional Work**

New Software and/or Professional Services, which may be provided by Contractor to County upon County's request and approval.

**1.12 Production Use/Productive Use**

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

**1.13 Professional Services**

Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Optional Work at the rates provided in Exhibit B.

**1.14 Revisions**

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

**1.15 Services**

Collectively, all functions, responsibilities, tasks, Deliverables, goods, and other services: (a) identified in Exhibit A (Scope of Services), including Hosting Services, Maintenance Services and Support Services; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. These services include any implementation services, maintenance services, support services, and training.

**1.16 Specifications**

All specifications, requirements, and standards specified in Exhibit A (Scope of Services), including Exhibit A.1 (Functional & Technical Requirements); all performance requirements and standards specified in this Contract, Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing; all specifications for the Licensed

Software provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the EAM System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other EAM System criteria or any element of the EAM System, but only to the extent not inconsistent with any of the foregoing.

**1.17 Support Services**

As defined in Exhibit A (Scope of Services).

**1.18 Third Party Product**

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used as the EAM System is expressly identified as Cityworks by Timmons Group, Inc.

**1.19 Work Product**

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

**1.20 Users**

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

**2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.**

## 2.1 License Grant.

### 2.1.1 Scope of License.

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

County shall also comply with the Software License Agreement attached as Exhibit D.1 (Software License Agreement), and shall be solely responsible for compliance with the provisions in Exhibit D.1 by County's contractors, subcontractors and consultants, and shall ensure that they discontinue use of the EAM System upon completion of work for County. Exhibit D.1 shall apply as to the Cityworks Software by Timmons Group, Inc. and to the extent there is a conflict with this Exhibit D, Exhibit D.1 shall control.

Unless otherwise agreed, Contractor shall provide an electronic link to make available to County the EAM System by electronic download and a license key to activate the EAM System.

County acquires named User licenses as part of its License. Named User login credentials are for designated users only and may not be shared with other individuals. County may reassign named user licenses to others if the former users no longer requires access to the EAM System.

### 2.1.2 Documentation.

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the EAM System. If the Documentation for the EAM System is revised or supplemented

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

## 2.2 Revisions.

### 2.2.1 Notice of Revisions.

Contractor may from time to time make material revisions to the Licensed Software. In the event of such Revisions, (a) the Revision of the Licensed Software will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all of the requirements of this Contract, subject to 30 days' notice of material changes and 90 days notice for deprecations. If any modification, discontinuation, or depreciation of the License Software causes a material, adverse impact to County's operations, Contractor may, at its discretion, attempt to repair, correct, or provide a workaround for the EAM System. If a viable solution is not commercially reasonable, County may cancel this Contract and Contractor shall issue a prorated refund.

### 2.2.2 Revisions During Term.

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

## 2.3 Work Product and Background Intellectual Property.

### 2.3.1 Ownership of County Data.

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

#### 2.3.2 Ownership of Background Intellectual Property & Licensed Software.

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

#### 2.4 Third Party Product.

The Contractor shall not use any Third Party Product in the EAM System, except for Cityworks, without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-

up, royalty-free, worldwide, perpetual, non-exclusive license for County and County's agents and assigns, to use the Third Party Product for County's business purposes and activities.

**3. SERVICES.**

**3.1 Services Generally.**

The Contractor will provide and implement the EAM System as specified in this Contract. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Contract, and more specifically, Exhibit A (Scope of Services). Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

**3.2 Training.**

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

**3.3 Support Services and Maintenance Services.**

Contractor shall provide the Support Services and Maintenance Services described in Exhibit A (Scope of Services). The Support Services and Maintenance Services shall commence on the Final Acceptance of the EAM System. There shall be no additional charge to County for on-site Support Services or Maintenance Services to remedy a breach of this agreement, to correct a failure of the EAM System to conform to the Specifications, or to fulfill Contractor's obligations.

**4. ACCEPTANCE**

**4.1 Acceptance Criteria**

The EAM System, Services, Deliverables, and milestones (if applicable) may be subject to acceptance testing consisting of a review session for a time period determined by the County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties and this Paragraph (Acceptance) (the "Acceptance Criteria"). Such Acceptance



Criteria shall be based, at a minimum, on conformance of the EAM System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the EAM System, Services, Deliverables, and milestones, and the EAM System as a whole, shall be based solely on County's reasonable satisfaction therewith.

#### **4.2 Acceptance Tests**

When Contractor notifies County that the EAM System has been implemented as required in Exhibit A (Scope of Services) or that a Service, Deliverable, or milestone (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related EAM System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the EAM System, as a whole, is operating in accordance with the Specifications. Testing may be performed at various stages of the Implementation Services as set forth in Exhibit A (Scope of Services), or otherwise deemed appropriate by County.

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

#### **4.3 Production Use**

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

#### **4.4 Final Acceptance**

##### **4.4.1 Conduct Performance Verification**

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

Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of the EAM System shall be subject to the applicable terms under the Contract as more fully described in Exhibit A (Scope of Services).

#### 4.4.2 Final Acceptance

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

#### 4.5 Failed Testing

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

#### 5. INTENTIONALLY OMITTED

#### 6. DISABLING DEVICE

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the EAM System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Data or of causing any unplanned interruption of the operations of, or accessibility of the EAM System or any component to County or any user or which could alter, destroy, or inhibit the

use of the EAM System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the EAM System or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any EAM System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided EAM System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the EAM System or Revisions thereto prior to the installation onto the EAM System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

**7. NON-INFRINGEMENT**

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

**8. PENDING LITIGATION**

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

**9. ASSIGNMENT OF WARRANTIES**

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

**10. OTHER WARRANTIES**

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

contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

#### 11. MAINTENANCE SERVICES

During the term of this Contract, Contractor shall provide the Maintenance Services and remedy Errors within the Resolution Time Requirements as described in Exhibit A (Scope of Services), in exchange for County's payment of the applicable fees set forth on Exhibit B (Pricing Schedule) in accordance with this Contract. There shall be no additional charge to County for on-site support services beyond the applicable Maintenance Services fees set forth in Exhibit B (Pricing Schedule) to remedy a breach of this agreement, to correct a failure of the EAM System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Contract.

#### 12. SYSTEM PERFORMANCE REQUIREMENTS

Contractor represents and warrants that when operated in conformance with the terms of this Contract, the Licensed Software and/or Services (as applicable) shall achieve the System Performance Requirements set forth in Exhibit A (Scope of Services).

#### 13. DATA DESTRUCTION

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County Data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any

electronic storage equipment and devices that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

#### 14. TERMINATION TRANSITION SERVICES

- 14.1 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.
- 14.2 Upon the expiration or termination of this Contract, County may require Contractor to provide services at no additional cost to assist County to transition EAM System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Section 14 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Section 14 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 14 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

#### 15. LIMITED WARRANTIES AND DISCLAIMERS

- 15.1 Contractor is subject to the Warranty Period in Exhibit A (Scope of Work). It's Subcontractor, warrants for a period of ninety (90) days from the date County receives the authorization code enabling use of the Licensed Software that the unmodified Licensed Software will substantially conform to the published Documentation under normal use and service.
- 15.2 Disclaimers.
- a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of



operation of the internet or to regulation of the internet that might restrict or prohibit the operation of cloud services.

- b. Third Party Websites; Third Party Content. Contractor and its Subcontractor is not responsible for any third-party website or third party-content that appears in or is referenced on their websites. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. General Disclaimer. Except for the express limited warranties set forth in this Contract, Contractor and its Subcontractor disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Contractor and its Subcontractor is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of County's materials caused by County's modification of the Licensed Software in an unauthorized manner other than as specified in the Documentation. Contractors and its Subcontractor does not warrant that its products are services will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected.

## 16. LIMITATION OF LIABILITY

16.1 Except for County's infringement, Contractor and its Subcontractor's (not including Timmons Group, Inc.) intellectual property indemnification requirements, gross negligence and willful misconduct, and otherwise as prohibited by law, no party will be liable to the other for any indirect, special, incidental, or consequential damages, lost profits, lost sales, loss of goodwill, costs of procurement of substitute goods or services, or damages exceeding three times (3x) the total Contract Sum.



# GEOGRAPHIC INFORMATION SYSTEM CENTRIC ENTERPRISE ASSET MANAGEMENT SYSTEM (BRC0000203)

## CITYWORKS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement ("Agreement") is provided by Timmons Group, Inc., Inc. a Virginia Corporation, with a place of business set forth on Addendum #1 below, to the **County of Los Angeles**, state of California, (hereinafter referred to as "Licensee" or "Customer"), using certain of Timmons Group, Inc. Licensed Products. This Software License and Maintenance Agreement is attached to an agreement between Timmons Group, Inc., Inc. and the County of Los Angeles and will be effective upon the date of signature by Timmons Group, Inc. and the County of Los Angeles. The effective date of the software (the "Effective Date") is set forth in Addendum #1.

Timmons Group, Inc. Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Timmons Group, Inc., as licensor of the Software, or the Online Services, and Documentation licensed under this License Agreement, will supersede any previous license agreements regarding the License Products which are the subject of this Software License Agreement.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third-Party Contractor Acknowledgment.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

### ARTICLE 1—DEFINITIONS

1.1 **Definitions.** The terms used are defined as follows:

- a. "Agreement" means this Software License and Maintenance Agreement between Timmons Group, Inc. and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Beta" means any alpha, beta, or other prerelease version of a Product.
- e. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- f. "Cloud Services" means both Timmons Group, Inc. Managed Cloud Services and Online Services.
- g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
- i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- j. "Documentation" means all user reference documentation that is supplied to the Licensee by Timmons Group, Inc. pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Timmons Group, Inc.-provided revisions thereof.
- k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.
- l. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Timmons Group, Inc. may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.
- m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- n. "Malicious Code" means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- o. "Named User(s)" is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee's exclusive benefit.
- p. "Online Services" means the commercially available, internet-based asset management system that Timmons Group, Inc. provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.
- q. "Online Services Subscription" means a limited-term subscription conveying the right for one or more named users to access and use Online Services.
- r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- s. "Preview" means any alpha, beta, or prerelease Product.
- t. "Product(s)" means Software and Documentation licensed under the terms of this Agreement.

- u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.
- v. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- w. "Software" or "Cityworks Software" means all or any portion of Timmons Group, Inc. proprietary software technology, excluding data, accessed or downloaded from an Timmons Group, Inc. (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.
- x. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

## ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Timmons Group, Inc. Offerings are the copyrighted works of Timmons Group, Inc.. Timmons Group, Inc. or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Timmons Group, Inc. and its licensor(s). Timmons Group, Inc. does not acquire any rights in Customer Content under this Agreement other than as needed to provide Timmons Group, Inc. Offerings and Services to Customer.

## ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms of this Agreement, Timmons Group, Inc. grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Timmons Group, Inc.; and (iv) for the applicable Term or until terminated in accordance with Article 6. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1—Product Licensing which applies to specific Products, Addendum #2—Standard Maintenance and Support, and Addendum #3—Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

- a. *Software.* Use and license for specific Software products are set forth in Addendum #1—Product Licensing, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 10.10 below and in Addendum #2—Standard Maintenance and Support, which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

**3.2 Delivery.** Unless otherwise agreed, Timmons Group, Inc. shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

## ARTICLE 4—SOFTWARE AND ONLINE SERVICES

### 4.1 Software Terms of Use

- a. For Products delivered to Licensee, Licensee may:
  1. Install, access, and store Products on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
  4. Move the Software in the licensed configuration to a replacement server; and
  5. Governmental or not-for-profit organization that operate a website or offer internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Timmons Group, Inc. and its licensors: "Portions of this document include intellectual property of Timmons Group, Inc. and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Timmons Group, Inc., LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Timmons Group, Inc. grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Timmons Group, Inc.. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

#### 4.2 Online Services Terms of Use

- a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.
- b. **Modification of Online Services.** Timmons Group, Inc. may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Timmons Group, Inc. may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Timmons Group, Inc. will issue a prorated refund.

4.3 **Named User Licenses.** Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

- a. **Named Users.**
  - 1. Named User login credentials are for designated users only and may not be shared with other individuals.
  - 2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
  - 3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

#### 4.4 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Other Timmons Group, Inc. Emergency or Limited-Use Programs.** If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Timmons Group, Inc.'s website in addition to the nonconflicting terms of this Agreement.

4.5 **Uses Not Permitted.** Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Distribute Authorization Codes to third parties;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Timmons Group, Inc. (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Unbundle or independently use the individual or component parts of Software or Online Services;
- l. Incorporate any portion of the Software into a product or service that competes with the Software;
- m. Publish the results of benchmark tests run on Software without the prior written permission of Timmons Group, Inc.; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

### ARTICLE 5—TIMMONS GROUP, INC. MANAGED CLOUD SERVICES

5.1 **Definitions.** The following are supplemental definitions provided in Article 1.

- a. "Timmons Group, Inc. Managed Cloud Services" means the hardware, Software, Data, network platform that Timmons Group, Inc. or its third-party supplier provides as part of Timmons Group, Inc. Managed Cloud Services.
- b. "Hosting" means the business of housing and making accessible Licensee Content via the internet.

## 5.2 Provision of Timmons Group, Inc. Managed Cloud Services.

- a. **General Terms.** Use of Timmons Group, Inc. Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Timmons Group, Inc. changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Timmons Group, Inc. will invoice Customer annually for the Timmons Group, Inc. Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Timmons Group, Inc. or removal of Customer Content from the Timmons Group, Inc. Managed Cloud Services environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Timmons Group, Inc. if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Timmons Group, Inc. Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Timmons Group, Inc. Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
- g. **Monitoring.** Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Timmons Group, Inc. or its Hosting partner to verify Timmons Group, Inc.'s or Licensee's compliance with this Agreement. Timmons Group, Inc. or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

## ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this License Agreement will begin on the Effective Date, set forth in Addendum #1 and continue for each of the annual periods set forth in Addendum #1. This License Agreement may be renewed annually in the sole discretion of the Licensee for each of the annual terms set forth in Addendum 1.

6.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party. Either Party will provide at least 30 days written notice of a material breach to the other party whenever possible, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. **Termination by Licensee for Convenience.** In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this License Agreement, or for convenience, Licensee may terminate subsequent Term Maintenance Periods by giving at least thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term. If terminated prior to current term, no refund is provided unless termination is made prior to the first 90 days of the initial term period.

6.4. **Termination by Timmons Group, Inc.** Timmons Group, Inc. may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

- a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Timmons Group, Inc.'s written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
- b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

6.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Timmons Group, Inc..

6.6. If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination

6.7. If this Agreement is terminated per section 6.3 or 6.4, and Licensee has an on premise installation of the Software, Licensee shall then remove Timmons Group, Inc. Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Timmons Group, Inc. will then, for no additional charge to Licensee and at Licensee's option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. Upon termination, Timmons Group, Inc. will no longer provide updates, patches, or support. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Timmons Group, Inc. will consider reasonable requests to extend beyond one (1) year.

6.8. If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 6.3 or 6.4, Timmons Group, Inc. will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.



6.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Timmons Group, Inc. shall remain in force should breach or termination of any kind occur.

#### ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 **Limited Warranties.** Except as otherwise provided in this Article 7, Timmons Group, Inc. warrants for a period of ninety (90) days from the date Timmons Group, Inc. issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

7.2 **Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services** provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.

7.3 **Disclaimers.**

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Timmons Group, Inc. is not responsible for any third-party website or third-party content that appears in or is referenced by Timmons Group, Inc. Products or Timmons Group, Inc. websites, including [www.cityworks.com](http://www.cityworks.com) and <https://mycityworks.force.com>. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

7.4 **General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Timmons Group, Inc. disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Timmons Group, Inc. is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Timmons Group, Inc. Product or Service other than as specified in the Documentation. Timmons Group, Inc. does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.

7.5 **If Licensee utilizes data fields available in the Licensed Products to store data not required for the normal use and operation of our Licensed Products and Software for their intended purpose, Licensee agrees**

(i) that Timmons Group, Inc. is not responsible for compliance with laws, rules and regulations specific to such Data (eg. HIPAA or PCI Rules); and (ii) Licensee assumes all risks associated with, related to, or arising from Licensee's use of data fields to store such data.

7.6 **Exclusive Remedy.** Licensee's exclusive remedy and Timmons Group, Inc.'s entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Timmons Group, Inc. Maintenance Services and Support Addendum; or (ii) at Timmons Group, Inc. election, terminate Licensee's right to use and refund the fees paid for Timmons Group, Inc. Products or Services that do not meet Timmons Group, Inc. limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Timmons Group, Inc..

#### ARTICLE 8—LIMITATION OF LIABILITY

8.1 **Disclaimer of Liability.** Neither Licensee, Timmons Group, Inc., nor any Timmons Group, Inc. distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees paid for the current Term support period, or current Subscription fees, or Services fees actually paid to Timmons Group, Inc. for the Timmons Group, Inc. Products or Services giving rise to the cause of action.

8.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's infringement, misuse, or misappropriation of Timmons Group, Inc. or Timmons Group, Inc. licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

8.3 **Applicability of Disclaimers and Limitations.** Timmons Group, Inc. (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

8.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights under law that may not be waived or disclaimed. Timmons Group, Inc. does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

#### ARTICLE 9—INDEMNIFICATION BY TIMMONS GROUP, INC.

9.1 **Definitions.** The following definitions supplement the definitions provide in Article 1:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Timmons Group, Inc. Products or Services infringes

- a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.
- 9.2 Infringement Indemnity.**
- Timmons Group, Inc. will defend, hold all indemnitees harmless from and against any Loss arising out of an Infringement Claim.
  - If Timmons Group, Inc. determines that an Infringement Claim is valid, Timmons Group, Inc. may, at its expense, either (i) obtain rights for Customer to continue using the Timmons Group, Inc. Products or Services or (ii) modify the Timmons Group, Inc. Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Timmons Group, Inc. may terminate Licensee's right to use the Timmons Group, Inc. Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
  - Timmons Group, Inc. has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Timmons Group, Inc. Products or Services with a product, process, or system or element not supplied by Timmons Group, Inc. or specified by Timmons Group, Inc. in its Documentation, (ii) alteration of Timmons Group, Inc. Products or Services by anyone other than Timmons Group, Inc. or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Timmons Group, Inc. either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.
- 9.3 General Indemnity.** Timmons Group, Inc. will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Timmons Group, Inc. or its directors, officers, employees, or agents performing Services while on Customer's site.
- 9.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Timmons Group, Inc. in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Timmons Group, Inc. sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Timmons Group, Inc. request and expense.
- 9.5 This section sets forth the entire obligation of Timmons Group, Inc., its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Timmons Group, Inc. must indemnify Licensee.**

## ARTICLE 10—GENERAL PROVISIONS

- 10.1 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.
- 10.2 No Implied Waivers.** The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.
- 10.3 Severability.** The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.
- 10.4 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without prior written consent, and any attempt to do so without consent shall be void.
- 10.5 Survival of Terms.** The provisions of Articles 2, 6, 7, 8, 9 and 10 of this License Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.
- 10.6 US Government Licensee.** The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Timmons Group, Inc. licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Timmons Group, Inc. Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Timmons Group, Inc. Software source code is unpublished, and all rights to Products are reserved by Timmons Group, Inc. and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.
- 10.7 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.
- **Government Entities.** If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement, which for this License Agreement is the Laws of the State of California, except in the case of intellectual property where federal law applies.
  - **Nongovernment Entities.** US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.
- 10.8 Dispute Resolution.** The parties will use the following dispute resolution process:
- **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent



jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

- **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities.** Timmons Group, Inc. will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Litigation.** The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, if the parties are unable to resolve any dispute through negotiation, then the governing law shall be as set forth in section 10.8 and venue shall lie in Los Angeles County State of California.

10.9 **Maintenance.** Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

10.10 **Audit.** Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Timmons Group, Inc., or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with ordinary business activities. Licensee shall not be responsible for any audit costs only and in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, Licensee shall pay and for unpaid license fees at the rates purchased in this Agreement.

10.11 **Feedback.** Timmons Group, Inc. may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Timmons Group, Inc.. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Timmons Group, Inc..

10.12 **Patents.** Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Timmons Group, Inc. technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Timmons Group, Inc. technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

10.13 **Force Majeure.** A party will not be liable for any failure of or delay in the performance of this License Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event.

10.14 **Independent Contractor.** Timmons Group, Inc. is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Timmons Group, Inc. and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

10.15 **Entire License Agreement.** This License Agreement, and addendums 1-4, constitute the sole and entire license agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements with Cityworks Products, understandings, and arrangements between the parties relating to such subject matter (Cityworks Products). Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.

**ADDENDUM #1****PRODUCT LICENSING****1. Licensed Software:**

--

**2. Notices & Licensee Information: Until or unless otherwise modified, all notices relevant to this agreement shall be sent to the following address:**

<b>Timmons Group, Inc., LLC</b> 11075 South State, Suite 24 Sandy, Utah 84070	<b>County of Los Angeles</b>
	Attn:
	E-mail:
	Phone:

**3. Effective Date of Software (Date Software made available)*****MM/DD/YYYY***

--

**4. Schedule of Payments and/or Fees under Agreement**

Annual Period	Date From/To (mm/dd/yyyy)	Amount
Period 1		\$
Period 2		\$
Period 3		\$
Period 4		
Period 5		

**5. Additional Items (If Any):**

a.

b. If Licensee is receiving an Online product, the following apply:

- i. **CWOL – Cityworks Online:** Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering.
- ii. **CWOL** is hosted on Timmons Group, Inc.' servers and completely scaled, managed, updated, backed up, and maintained by Timmons Group, Inc. Because Timmons Group, Inc. controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

**ADDENDUM #2**  
**STANDARD MAINTENANCE AND SUPPORT**

Standard Maintenance and Support Addendum provisions are between the Licensee and Timmons Group, Inc., LLC ("Timmons Group, Inc." or "Azteca"). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement, and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Timmons Group, Inc. will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.
  - 1.1. Timmons Group, Inc. will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Timmons Group, Inc. will not ensure upward compatibility for licensed software applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Timmons Group, Inc. will make all reasonable efforts to provide upward compatibility.
  - 1.2. Timmons Group, Inc. shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:
    - a. **Software Updates.** Software Updates includes upgrades and service packs which are a collection of files that enhance or correct the licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. Updates and upgrades may also include new versions;
    - b. Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Timmons Group, Inc. (as set forth in Section 2 below); and
    - c. Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.
  - 1.3. The following items, among others, however, are specifically excluded as support services under this Addendum:
    - a. Support for applying or installing upgrades and service packs (except for Online Products);
    - b. Assistance with questions related to third-party software, computer hardware, networking, and other similar items that are not provided by Azteca;
    - c. Assistance with computer operating system questions not directly pertinent to the licensed software;
    - d. Licensee Data debugging and/or correcting;
    - e. Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
    - f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed software in Addendum #1;
    - g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
    - h. Questions such as configuration, implementation, and walk-throughs.
  - 1.4. Support Periods are renewable unless terminated as provided in Section 3 below.
  - 1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Timmons Group, Inc. will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Timmons Group, Inc. cannot guarantee that all technical issues can be fixed or resolved.
  - 1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace Authorized Callers at any time by notifying Timmons Group, Inc. Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.
  - 1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.
  - 1.8. **Additional Support Items.**
    - a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.
    - b. Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed in Addendum #1 changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license or maintenance fees have been paid.
    - c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Timmons Group, Inc.. Timmons Group, Inc. is under no obligation to develop any future programs or functionality. Any updates made available will be made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

## 2. PROCEDURES FOR ACCESSING SUPPORT

2.1. All problem categories from routine, non-critical and critical, that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Timmons Group, Inc. staff as the second line of support. Timmons Group, Inc. will make all reasonable efforts to acknowledge all requests for support during normal business hours within four (4) hours.

2.2. Prior to calling Timmons Group, Inc. for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Timmons Group, Inc.' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Timmons Group, Inc. via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Timmons Group, Inc.' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Timmons Group, Inc. will provide an after-hours phone number that will forward the call to the currently assigned Timmons Group, Inc. support representative. Timmons Group, Inc. will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within four (4) hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems, Licensee will submit support requests during normal business hours as outlined in 2.2 above.

2.4. After a Technical Support Incident is logged, Timmons Group, Inc. will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Timmons Group, Inc. agree it becomes necessary for Timmons Group, Inc. to be on-site to provide support for the covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

## 3. CHARGES/FEEES

3.1. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year one (1) of the Maintenance Period, may be adjusted by Timmons Group, Inc. to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Timmons Group, Inc. will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Timmons Group, Inc. will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Timmons Group, Inc. does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Timmons Group, Inc. will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

## 4. MANAGED CLOUD AND ONLINE SERVICES

4.1. **Prohibited Uses.** Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

- a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party; Probes, scans, or tests the vulnerability of Cloud Services or breaches any security or authentication measures used by Cloud Services without written approval from Timmons Group, Inc. product security officer; or
- e. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

4.2. **Service Interruption.** System failures or other events beyond Azteca's reasonable control may interrupt Customer's access to Cloud Services. Timmons Group, Inc. may not be able to provide advance notice of such interruptions.

#### 4.3. Licensee Content.

- a. Licensee grants Timmons Group, Inc. and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Licensee Content as needed to provide Cloud Services to Licensee. Timmons Group, Inc. will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Timmons Group, Inc. under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Timmons Group, Inc. may disclose Customer Content to such third party as necessary to enable interoperability between the application, Cloud Services, and Customer Content.
- c. Timmons Group, Inc. may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Timmons Group, Inc. will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Timmons Group, Inc. will either:
  1. Make Customer Content available to Customer for download for a period of thirty (30) days unless Customer requests a shorter window of availability or Timmons Group, Inc. is legally prohibited from doing so; or
  2. Download all Customer Content in Timmons Group, Inc.'s possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Timmons Group, Inc. will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**4.4. Removal of Customer Content.** Timmons Group, Inc. may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Timmons Group, Inc. will notify Customer before removing Customer Content. Timmons Group, Inc. will respond to any Digital Millennium Copyright Act takedown notices in accordance with Timmons Group, Inc. copyright policy, available at [www.cityworks.com/legal](http://www.cityworks.com/legal).

**4.5. Service Suspension.** Timmons Group, Inc. may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Timmons Group, Inc. reasonably believes that Customer's use of Cloud Services will subject Timmons Group, Inc. to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Timmons Group, Inc. will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Timmons Group, Inc. is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

**4.6. Notice to Timmons Group, Inc.** Licensee will promptly notify Timmons Group, Inc. if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

**4.7. Security Breach Notification.** Timmons Group, Inc. will promptly notify Customer if Timmons Group, Inc. becomes aware of any actual unauthorized disclosure, access, or use of Customer Data ("Security Breach"). The notification will be sent using the contact information on file with Timmons Group, Inc. at the time of the Security Breach and will include information related to the cause of the Security Breach (if known) and steps Timmons Group, Inc. has or will take to mitigate the risk of a similar Security Breach from occurring in the future. To the extent that the Security Breach was caused by any act or omission of Timmons Group, Inc., Timmons Group, Inc. agrees to reasonably cooperate with Customer in investigating the Security Breach and provide information and documents reasonably requested by Customer to the extent such information and documents can aid Customer in investigating the Security Breach. If the Security Breach was not caused by an act or omission of Timmons Group, Inc., Customer may request reasonable assistance from Timmons Group, Inc. subject to the availability of Timmons Group, Inc.'s resources and at Timmons Group, Inc.'s standard hourly rates.

#### 5. MISCELLANEOUS

**5.1. Data Confidentiality Statement.** Timmons Group, Inc. will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Timmons Group, Inc. is not inappropriately accessed or distributed to any third-party. Data provided to Timmons Group, Inc. by the Licensee may be loaded onto Timmons Group, Inc. servers or employee computers for the purpose of testing the Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements, and software defects. At no time will the data be distributed to individuals or organizations who are not Timmons Group, Inc. employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Timmons Group, Inc. will delete all data provided by the Licensee.

**5.2. No Implied Waivers.** No failure or delay by Timmons Group, Inc. or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Timmons Group, Inc..

**5.3.** Timmons Group, Inc. will use commercially reasonable efforts to ensure that Timmons Group, Inc. Products and Offerings will not transmit any Malicious Code to Licensee. Timmons Group, Inc. is not responsible for Malicious Code that Licensee introduces to Timmons Group, Inc. Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.



**ADDENDUM #3****THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee engages any third party or contractor (Third Party) and desires to grant access to use the Licensed Software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Licensee's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;
3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said contractor shall be liable to Timmons Group, Inc. for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be responsible for all use by Third Party with respect to the use of the Licensed Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and
7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Timmons Group, Inc. at [contracts@cityworks.com](mailto:contracts@cityworks.com).

**Third Party (Print):** \_\_\_\_\_ **Licensee:** \_\_\_\_\_

By: \_\_\_\_\_  
Third Party/Contractor Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Third Party Information

Address	
City, State, Zip	
Contact Name	
Phone Number	
Email	



## INFORMATION SECURITY AND PRIVACY REQUIREMENTS

### 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. Availability: the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. Confidentiality: the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. County Information: all Data and Information belonging to the County.
- d. Data: a subset of Information comprised of qualitative or quantitative values.
- e. Incident: a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. Information: any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. Information Security Policy: high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. Information Security Program: formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. Information Technology: any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. Integrity: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. Mobile Device Management (MDM): software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

- l. Privacy Policy: high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. Privacy Program: A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. Risk: a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. Threat: any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. Vulnerability: a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. Workforce Member: employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## **2. INFORMATION SECURITY AND PRIVACY PROGRAMS**

### **a. Information Security Program**

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

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information

and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

b. Privacy Program

The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;

- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### **5. SHARING COUNTY INFORMATION AND DATA**

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### **6. CONFIDENTIALITY**

#### **a. Confidentiality of County Information**

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

b. Disclosure of County Information

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

c. Disclosure Restrictions of Non-Public Information

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

d. Individual Requests

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

e. Retention of County Information

The Contractor shall not retain any County Information for any period longer than



necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## **7. CONTRACTOR EMPLOYEES**

The Contractor shall perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

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

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

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

- a) Secure Authentication: The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) Social Engineering Attacks: Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) Handling of County Information: The proper identification, storage, transfer, archiving, and destruction of County Information.



- d) Causes of Unintentional Information Exposure: Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) Privacy: The Contractor's Privacy Policies and procedures as described in Exhibit 2b. Privacy Program.

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

## **8. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

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

## **9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission

protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## **10. RETURN OR DESTRUCTION OF COUNTY INFORMATION**

The Contractor shall return or destroy County Information in the manner prescribed in this Exhibit unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this Exhibit.

### **a. Return or Destruction**

Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Exhibit. For all documents or materials referred to in Subsections (i) and (ii) of this Exhibit 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 Exhibit 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 Exhibit. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

### **b. Method of Destruction**

The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper,

film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

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

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor

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

### **13.ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry

best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### 14. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**  
CISO-CPO\_Notify@lacounty.gov

**Chief Information Security Officer:**

Chief Information Security Officer  
 320 W Temple, 7<sup>th</sup> Floor  
 Los Angeles, CA 90012  
 (213) 253-5600

**Chief Privacy Officer:**

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

**Departmental Information Security Officer:**

Paul Lam  
 Departmental Information Security Officer  
 900 South Fremont Ave.  
 Alhambra, CA 91803  
 (626) 458-5929  
pslam@dpw.lacounty.gov

- b. Include the following Information in all notices:

- i. The date and time of discovery of the Incident,
- ii. The approximate date and time of the Incident,
- iii. A description of the type of County Information involved in the reported Incident,
- 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 at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.



## 16. AUDIT AND INSPECTION

### a. Self-Audits

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

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

### b. County Requested Audits

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

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code

reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

## **17.PRIVACY AND SECURITY INDEMNIFICATION**

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

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

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

## EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Project Schedule	Contractor fails to complete work within the time specified in the project schedule.	\$200 for each calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Respond to complaints, requests, and discrepancies.	Contractor fails to respond within 24 hours of a reported complaint, request, and/or discrepancy.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 1 of 3

## EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Respond to bugs or security incidents.	Contractor fails to respond within 24 hours of a reported bug or security incident.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part,	\$200 per day the County is not informed of this change; suspension; possible termination for	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## EXHIBIT F PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Safety Requirements	without the prior written consent of County. Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	default of contract. \$500 per occurrence; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 3 of 3

**EXHIBIT G**

**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 \_\_\_\_\_,  
(the "Contractor"), certify that \_\_\_\_\_ on \_\_\_\_\_ County Contract \_\_\_\_\_:

- ☐ 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]:

---

---

---

---

---

---

---

---

**I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.**

Company/Contractor Name:	
Print Name:	Title
Signature:	Date:



**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET MANAGEMENT SYSTEM**

**SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>
<b>1</b>	<b>None</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
	<b>Medium-Sized Business Category Proposer Name</b>						
<b>2</b>	<b>None</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
	<b>Large-Sized Business Category Proposer Name</b>						
<b>3</b>	<b>Timmons Group, Inc.</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

\*Information provided by proposers in response to the Request for Proposals. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
GEOGRAPHIC INFORMATION SYSTEM-CENTRIC ENTERPRISE ASSET MANAGEMENT SYSTEM**

<b>FIRM INFORMATION*</b>	Timmons Group, Inc.
<b>BUSINESS STRUCTURE</b>	Corporation

<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>
<b>OWNERS/PARTNERS</b>	Black/African American	1/2%
	Hispanic/Latino	0
	Asian or Pacific Islander	1/2%
	American Indian	0
	Filipino	0
	White	45/96%
	<i>Female (included above)</i>	3
		<b>NUMBER</b>
<b>MANAGER</b>	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	2
	American Indian	0
	Filipino	0
	White	149
	<i>Female (included above)</i>	29
<b>STAFF</b>	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	35
	American Indian	2
	Filipino	0
	White	478
	<i>Female (included above)</i>	617
Total No. of Employees		792

<b>COUNTY CERTIFICATION</b>	
CBE	N/A
LSBE	N/A
<b>OTHER CERTIFYING AGENCY</b>	N/A

\*Information provided by proposers in response to the Request for Proposals. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



**Chief  
Information  
Office**

**Peter Loo**  
ACTING CHIEF INFORMATION OFFICER

**DRAFT**

**CIO**

**ANALYSIS**

Enclosure C

BOARD AGENDA DATE:

2/27/2024

SUBJECT: SUBJECT:

**AWARD OF SERVICES CONTRACT FOR GEOGRAPHIC INFORMATION SYSTEM – CENTRIC  
ENTERPRISE ASSET MANAGEMENT SYSTEM**

CONTRACT TYPE:

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

**SUMMARY:**

The Department of Public Works (DPW) is requesting authorization to award and execute a competitively-solicited Contract with Timmons Group, Inc (Timmons) for provisioning, hosting, and support for Cityworks Online, a cloud-hosted, geographic information system (GIS) enabled infrastructure asset management solution software-as-service (SaaS), referred to as the GIS Centric – Enterprise Asset Management (EAM) system. The term of the Contract will be one year to successfully implement the EAM system. Following Final System Acceptance, the term of the Agreement will be an additional three years with two option one- year options for a potential maximum potential contract term of six years with a contract sum of \$2,461,145 and \$250,000 in optional pool dollars for a total maximum Contract sum of \$2,711,145. The DPW is further requesting authorization to amend the Contract to execute optional extensions, to add or delete services and utilize pool dollars, and if necessary, to terminate for convenience. Finally, the Department is recommending the Board find the Contract is exempt from the California Environmental Quality Act.

The proposed EAM system will replace Department’s legacy IBM Maximo Computerized Maintenance Management System implemented in 1997, which is used by four DPW divisions (Sewer Maintenance, Road Maintenance, Operational Services and Stormwater Maintenance) and separate maintenance management system used by the Department’s Waterworks Division. The EAM system is considered GIS centric asset management system because it uses a GIS geodatabase for storing all asset attributes and operational and maintenance activities and provides spatial geo-analytical insight to manage the entire life cycle of assets.

The Contract scope of services includes tasks and deliverables for: project initiation and planning, system design and configuration, data migration and validation, system testing and defect resolution, system administrator and end user training, pre-go live dress rehearsal and production go-live, final system acceptance, and system maintenance and support services. When fully implemented, the EAM is expected to enable the DPW to improve regular and preventive maintenance practices and processes, reduce asset downtime, extend the lifespan of assets, and support operational/capital investments and resource allocation.

**Contract Amount:** \$2,711,145

**DRAFT****FINANCIAL ANALYSIS:****Timmons Contract costs:****One-Time Costs:**Implementation Services ..... \$ 573,645<sup>1</sup>Additional Training ..... \$ 152,500<sup>2</sup>**Subtotal One-Time Costs: ..... \$ 726,145****Ongoing Annual Costs:**Year 1 SaaS Subscription Fees (60 Users) ..... \$ 90,000<sup>3</sup>Year 2 SaaS Subscription Fees (100 Users) ..... \$ 162,000<sup>3</sup>Year 3 SaaS Subscription Fees (100 Users) ..... \$ 162,000<sup>3</sup>Year 4 SaaS Subscription Fees (200 Users) ..... \$ 322,000<sup>3</sup>Year 5 Optional SaaS Subscription Fees (300 Users) ..... \$ 462,000<sup>3</sup>Year 6 Optional SaaS Subscription Fees (300 Users) ..... \$ 462,000<sup>3</sup>Additional Sandbox Environment Fees ..... \$ 75,000<sup>4</sup>**Subtotal Ongoing Costs:..... \$ 1,735,000****Total – Contract Sum ..... \$ 2,461,145****Contract Pool Dollars ..... \$ 250,000<sup>5</sup>****Total – Maximum Contract Sum..... \$ 2,771,145****Notes:**<sup>1</sup> Professional services for project initiation and planning, system design and configuration, data migration and validation, system testing and defect resolution, system administrator and end user training, and pre-go live dress rehearsal and production go-live.<sup>2</sup> Optional additional training for in-person Train-the-Trainer and end user training after system final acceptance.<sup>3</sup> Cityworks Online named user login annual subscription fees<sup>4</sup> Sandbox environment provides a secure location to test configurations and updates before they are put into production<sup>5</sup> Contract pool dollars for optional products and services approved by DPW in accordance with the terms of the Contract.

**DRAFT****RISKS:**

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs of the DPW business users. The project executive sponsor is a DPW Deputy Director and the project will be managed by a project manager within DPW's Information Technology Division.
2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and correction of deficiencies. These include: termination or suspension for convenience or for default; Performance Requirements that include deductions for failure to meet the required performance indicators and are assessed on either a per-occurrence or a per-occurrence per day basis; and a Service Level Agreement that guarantees service availability and service credits to be levied if guarantees are not met.
3. **Information Security Review** – The information technology security risk was analyzed by DPW's Information Security Officer and a County Deputy Information Security Officer. No information security concerns were raised. The project was assessed as low risk, the system does not contain personally identifiable information (PII) data and the vendor will perform a SaaS security and privacy assessment on an periodic basis that will be reviewed by the Department. Also, the proposed contract includes Technology Errors and Omissions (E&O) insurance starting at \$2 million and Cyber security insurance \$2 million per claim and \$2 million in the aggregate during the term of the Contract.
4. **Contract Risks** – No contract risks have been identified. County Counsel participated in its negotiation and approved the Contract as to form.

**PREPARED BY:**\_\_\_\_\_  
(NAME) DEPUTY CHIEF INFORMATION OFFICER\_\_\_\_\_  
DATE**APPROVED:**\_\_\_\_\_  
PETER LOO, ACTING CHIEF INFORMATION OFFICER\_\_\_\_\_  
DATE



(/LACoBids/)

lacounty.gov

[Home \(/LACoBids/\)](#)
[Home \(/LACoBids/\)](#)

## [+ Solicitation Information](#)

<b>Solicitation Number:</b>	PW-BRCD058		
<b>Title:</b>	Geographic Information System (GIS) Centric commercial-off-the-shelf (COTS) Enterprise Asset Management System (EAM System) (BRC0000203)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$250,000.00
<b>Commodity:</b>	PROGRAMMING SERVICES, COMPUTER		
<b>Description:</b>	PLEASE TAKE NOTICE that Public Works requests proposals for the Geographic Information System (GIS) Centric commercial-o... <a href="#">More</a>		
<b>Open Day:</b>	3/30/2021	<b>Closed Date:</b>	5/24/2021 5:30:00 PM
<b>Contact Name:</b>	Eric Fong	<b>Contact Phone:</b>	(626) 458-4077
<b>Contact Email:</b>	erfong@pw.lacounty.gov		
<b>Notice of Intent to Award (0) :</b>	<a href="#">+ Click here to view notice intent to award list.</a>		
<b>Solicitation Award (0) :</b>	<a href="#">+ Click here to view award list.</a>		
<b>Last Changed On:</b>	4/22/2021 4:42:25 PM		
<b>Attachment File (2) :</b>	<a href="#">+ Click here to download attachment files.</a>		