



# Board of Supervisors Public Safety Cluster Agenda Review Meeting

**REVISED**

**DATE:** July 10, 2024

**TIME:** 9:30 a.m. – 11:00 a.m.

**MEETING CHAIR:** Steven Edwards, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Dardy Chen

**This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.**

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 169948309# or [Click here to join the meeting](#)

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to:** [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)

Members of the Public may address the Public Safety 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. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter:  
APPROVE SOLE SOURCE CONTRACT WITH ZETRON, INC. TO PROVIDE ACOM DISPATCH CONSOLE SYSTEM MAINTENANCE AND SUPPORT SERVICES  
Speaker(s): Alex Madera and Marshall Yelverton (Sheriff's)

- B.** Board Letter:  
APPROVAL OF A LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND COMPTON COMMUNITY COLLEGE DISTRICT  
Speaker(s): Jason Lee (Sheriff's)
- C.** Board Letter:  
APPROVAL OF A SOLE SOURCE CONTRACT WITH ZETRON INC. TO PROVIDE DISPATCH CONSOLE SYSTEM MAINTENANCE AND SUPPORT SERVICES  
Speaker(s): Mike Inman, Nicholas Berkuta, and Carlos Santiago (Fire)

**3. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Letter:  
APPROVAL OF A CONTRACT WITH COMSEC ASSOCIATES, INC. FOR TESTING, REVIEW AND INSPECTION SERVICES OF EMERGENCY RESPONDER RADIO COVERAGE SYSTEMS  
Speaker(s): Al Yanagisawa, Richard Stillwagon and Mark Tyler (Fire)
- B.** Board Letter:  
APPROVAL OF AMENDMENT NUMBER ONE TO SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT FOR SPECIAL EVENTS  
Speaker(s): Rudy Sanchez (Sheriff's)
- C.** Board Letter: **Board Letter Revised**  
APPROVAL OF AMENDMENT NUMBER ONE TO SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM  
Speaker(s): Mina Cho, Rudy Sanchez and Erick Martinez (Sheriff's)
- D.** Board Briefing:  
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) PROBATION MONTHLY BRIEFING  
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)
- E.** Board Briefing:  
ROSAS IMPLEMENTATION PLAN BRIEFING  
Speaker(s): Hugo Macias (Sheriff's)

**4. PUBLIC COMMENTS**

**5. ADJOURNMENT**

**CLOSED SESSION ITEM(S):**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Yogi Grantz vs. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. 22STCV29768

Department: Sheriff's

**CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Carlos Towns vs. County of Los Angeles, et al.**

United States District Court Case No. 23-CV-01635

Department: Sheriff's

**6. UPCOMING ITEM(S) FOR JULY 17, 2024:**

- A.** Board Letter:  
APPROVAL OF THE HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND CONTRACTED  
CITIES  
Speaker(s): Jason Lee (Sheriff's)
- B.** Board Letter:  
APPROVAL MODEL MASTER AGREEMENT FOR AIRPLANE MAINTENANCE,  
ENGINEERING, AND REPAIR SERVICES  
Speaker(s): Blanca Arevalo, Brannon Terrell, and Alex Madera (Sheriff's)
- C.** Board Briefing:  
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING  
Speaker(s): Sharmaine Moseley (COC)
- D.** Board Briefing:  
OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY STATUS AND CUSTODY  
BRIEFING  
Speaker(s): Max Huntsman (OIG)

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

**[PUBLIC\\_SAFETY\\_COMMENTS@CEO.LACOUNTY.GOV](mailto:PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV)**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/10/2024	
<b>BOARD MEETING DATE</b>	7/23/2024	
<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>	Sheriff's Department	
<b>SUBJECT</b>	Approve a sole source contract with Zetron, Inc. (Zetron)	
<b>PROGRAM</b>	Acom Dispatch Console System (System)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Zetron does not endorse any third-party to provide support, maintenance, and/or upgrade services to their proprietary Acom technology.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current maintenance agreement expires July 31, 2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$5,691,836.98	Funding source: General Fund/PRAD
	TERMS (if applicable): Five years, plus two one-year option periods.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approval of a Sole Source contract with Zetron for maintenance and support services for a period of five years, plus two one-year option periods.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The System provides mission-critical radio communications to all aspects of the Department's radio operations. The System is a critical component of the Department's voice communication system, which connects the Department's Computer Aided Dispatch (CAD) system with the voice radio system, including dispatchers in the Department's Communications Center.	
<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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Alex Madera, Contracts Manager, (213) 229-3276, <a href="mailto:amadera@lasd.org">amadera@lasd.org</a></li> <li>• Marshall Yelverton, Subject Matter Expert, (323) 881-8002, <a href="mailto:mryelver@lasd.org">mryelver@lasd.org</a></li> </ul>	

July 23, 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:

**APPROVE SOLE SOURCE CONTRACT WITH ZETRON, INC.  
TO PROVIDE ACOM DISPATCH CONSOLE SYSTEM  
MAINTENANCE AND SUPPORT SERVICES  
(ALL DISTRICTS) (3 VOTES)**

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

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a sole source contract (Contract) with Zetron, Inc. (Zetron) to provide continued maintenance and support services (Services) for the Department's Acom Dispatch Console System (System).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Contract with Zetron, effective August 1, 2024, through and including July 31, 2029, with an option to extend for two additional one-year periods, at the sole discretion of the County.
2. Delegate authority to the Sheriff, or his authorized designee, to execute amendments and change notices to the Contract, as set forth throughout the Contract in order to: (1) effectuate modifications, which do not materially affect the term of the Contract, (2) exercise option terms, (3) add new or revised standard

County contract provisions adopted by the Board, as periodically required, (4) effectuate the assignment and delegation/mergers or acquisitions provision, (5) engage Zetron to provide Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the County, using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel, and (6) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.

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

The System is a critical component of the Department's voice communication system, which connects the Department's Computer Aided Dispatch (CAD) system with the voice radio system, including dispatchers in the Department's communications center.

Zetron is the sole manufacturer/provider of its proprietary System. Zetron does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to its Acom dispatch technology.

The System provides mission critical radio communications for all aspects of the Department's radio operations. The System was instrumental in moving the Department forward with the implementation of the Los Angeles Regional Interoperable Communications System by providing a modern interface that could connect and process both analog and digital radio communications systems seamlessly. In the event either the Department's or the Los Angeles County Fire Department's (LACoFD) radio system fails, each department would be able to switch to the other department's core system and bring up a limited amount of radio communications. This functionality provided a much needed and highly sought after failover/backup solution for both County departments.

### **BACKGROUND**

On May 21, 2012, the Department, in a joint requisition with the LACoFD, entered into an agreement with Raytheon Company (Raytheon) under Master Agreement Number MA-IS-1240202 (Master Agreement) to purchase a new radio dispatch console. This radio dispatch console replaced the Department's 28-year-old console radio, known as the Console Switch Interface.

From 2012 through 2016, the parties executed Amendments One through Three to update and replace technical exhibits as well as make changes to the tasks and deliverables.

On July 20, 2016, the parties executed Amendment Four to memorialize the County's consent to change Raytheon's subcontractor from Pantel International to Zetron.

From 2016 through 2019, the parties executed Amendments Five through Seven to again update and replace technical exhibits as well as make more changes to the tasks and deliverables.

On June 11, 2019, Zetron successfully completed for the Department the implementation of its Acom System, with the System reaching final acceptance shortly thereafter on July 31, 2019.

On August 31, 2019, the initial term of the maintenance agreement began for a period of five years, through and including July 31, 2024.

On November 1, 2020, the parties executed Amendment Eight to memorialize the County's consent to complete and fully transfer the novation of Raytheon's obligations and liabilities for services to Zetron under the same Master Agreement. Under Amendment Eight, Raytheon was released of all contractual obligations, including any responsibility for maintenance and support of the System.

The current Agreement expires on July 31, 2024.

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

The requested actions support the County Strategic Plan's North Star 2: Foster vibrant and resilient communities; Focus Area C: Public Safety by maximizing the use of radio dispatch console system technology to support public safety services efficiently and securely.

### **FISCAL IMPACT/FINANCING**

The maximum contract sum for the Contract will not exceed \$5,691,836.98, which includes an allocation of \$694,851.18 in Pool Dollars for any required Optional Work and \$1,522,729.89 for a Hardware Refresh to be implemented in the second year of the contract, at the County's sole discretion. The fees will be applied as follows:

Description of Work	Cost
Maintenance and Support – Year 1	\$ 426,707.48
Maintenance and Support – Year 2	\$ 448,042.85
Maintenance and Support – Year 3	\$ 470,445.00
Maintenance and Support – Year 4	\$ 493,967.25
Maintenance and Support – Year 5	\$ 518,665.61
Maintenance and Support – Option Year 1	\$ 544,598.89
Maintenance and Support – Option Year 2	\$ 571,828.83
Contract Sum:	\$3,474,255.91
Pool Dollars @ 20% of Contract Sum:	\$ 694,851.18
Hardware Refresh	\$1,522,729.89
Maximum Contract Sum:	\$5,691,836.98

Funding is allocated in the Department’s operating budget and the Department is responsible for ensuring it has adequate funding in its operating budget prior to requesting and approving services under the Contract.

The allocation of Pool Dollars will be used to procure as-needed goods and/or Services throughout the term of the Contract in the event of currently unforeseeable exigencies or future changes to performance requirements.

All Maintenance and Support fees will be paid yearly in advance.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Zetron has affirmed it is in compliance with all Board and County Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

In compliance with Board Policy 6.020, “Chief Information Office Board Letter Approval,” the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO analysis.

The Contract has been approved as to form by County Counsel.



**CONTRACTING PROCESS**

On March 1, 2024, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for a new sole source Contract with Zetron.

On April 18, 2024, the Department posted a Request for Information (RFI) to investigate commercial off-the-shelf radio dispatch console systems. The Department received three responses to the RFI, which are currently under review.

The Department is currently in the evaluation phase of a Request for Proposals (RFP) for a replacement CAD system. It is the Department's intent to begin the development of an RFP to replace the System while the new CAD system is being implemented.

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

Approval of this action will ensure uninterrupted Services that are critical for the continued operation of the System.

**CONCLUSION**

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

Sincerely,

Reviewed by:

ROBERT G. LUNA  
SHERIFF

PETER LOO  
ACTING CHIEF INFORMATION OFFICER

# SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

New Sole Source Contract

Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

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

*Rene' Phillips*

\_\_\_\_\_  
Chief Executive Office

6/18/2024

\_\_\_\_\_  
Date

**QUESTIONNAIRE FOR SOLE SOURCE CONTRACT FOR MAINTENANCE AND SUPPORT  
SERVICES FOR THE DEPARTMENT'S RADIO ACOM CONSOLE SYSTEM  
WITH ZETRON, INC.**

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

**NOTE:** Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE  
FOLLOWING QUESTIONS:**

- 1. What is being requested?**  
A new sole source contract with Zetron for continued maintenance and support of its Radio Acom Console System, currently used by the Sheriff's and Fire Departments.
- 2. Why is the product needed – how will it be used?**  
The product is needed for the continuation of both maintenance and support of existing hardware and software for the Zetron Radio Switch Consoles. The Department's Radio Console Switch System is a critical component of the Department's voice communication system, which connects the Department's Computer Aided Dispatch system with the voice radio system, including dispatchers in the Department's Communications Center. It is imperative that these systems are maintained to avoid any interruption in the critical services provided.
- 3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?**  
Both the system and services are proprietary to Zetron. Zetron does not train third-parties to provide support or maintenance of its technology.
- 4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**  
Not applicable.
- 5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional cost, e.g. training, conversion, etc?**  
Not applicable.
- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**  
The Department has verified that both the system and services are proprietary to Zetron.
- 7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?**

Not applicable.

- 8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?**  
Not applicable.

DRAFT

**CONTRACT**



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**ZETRON, INC.**

**FOR**

**ACOM DISPATCH CONSOLE SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

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DRAFT

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

---

**FOR  
ACOM DISPATCH CONSOLE SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

This Contract (Contract) made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the County of Los Angeles (County), and Zetron, Inc (Contractor), to provide maintenance and support Services.

**RECITALS**

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to the County the Work contemplated by this Contract, and

WHEREAS, the County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein, and

WHEREAS, the County, through the Los Angeles County Sheriff's Department (Department), desires Contractor to provide maintenance and support Services, and

WHEREAS, this Contract (as defined below) is authorized pursuant to Government Code Sections 23005 and 31000 and otherwise.

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F1, F2, F3, G, and H1, H2, H3 and H4 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority.

## **Exhibits:**

- 1.1 Exhibit A – Statement of Work
- 1.2 Exhibit B – Equipment List and Locations
- 1.3 Exhibit C – Service Level Agreement
- 1.4 Exhibit D – County’s Administration
- 1.5 Exhibit E – Contractor’s Administration
- 1.6 Exhibits F1, F2 and F3 – Forms Required at the Time of Contract Execution
- 1.7 Exhibit G – Safely Surrendered Baby Law
- 1.8 Exhibits H1, H2, H3 and H4 – Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No changes to this Contract will be valid unless they are prepared pursuant to Paragraph 9.0 (Amendments and Change Notices) below and duly signed by authorized representatives from both parties.

## **2.0 DEFINITIONS**

The terms and phrases in this Paragraph 2.0 (Definitions), whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptance:** The County’s written approval of any Tasks, subtasks, Deliverables, goods, Services or other Work, including acceptance tests and any work orders, provided by Contractor to the County pursuant to this Contract.
- 2.2 **Acceptance Criteria:** Criteria for the County’s Acceptance of Contractor’s Work under this Contract, including any work orders executed hereunder.
- 2.3 **Additional Products:** Additional components of System Software, System Hardware, and related Documentation that Contractor may provide upon the County’s request therefor in accordance with Paragraph 3.3.3 (Optional Work) of this Contract, for the System to meet existing or future Solution Requirements specified by the County, which will update Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations). Once accepted and approved by the County, Additional Products will become part of, and be deemed, the Solution (as defined herein below) for the purpose of this Contract.
- 2.4 **Amendment:** A written instrument prepared and executed by the authorized representatives of the parties, which revises and/or adds terms and conditions to this Contract affecting the scope of Work, Term, payments or any term or condition. All Amendments must be approved and executed by the parties in accordance with Paragraph 9.0 (Amendments and Change Notices) of this Contract.

- 2.5 Application Modifications: Programming, Programming Modifications, Replacement Products, Software Updates, and any Additional Products that may be provided by Contractor to the County under this Contract. Once accepted and approved by the County, Application Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.6 Baseline Software: The commercially available version(s) of Contractor's proprietary software, related Documentation, and any updates, enhancements, or new versions commercially released during this maintenance Contract, which Contractor must modify and implement as part of this Contract.
- 2.7 Business Day: Any day of eight working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County-observed holidays.
- 2.8 Change Notice: A written instrument prepared and executed by County Project Manager identifying any change requested by the County and or Contractor, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of work, Term, payments or any term or condition of this Contract. Any Change Notice must be executed and delivered in accordance with Paragraph 9.0 (Amendments and Change Notices) of this Contract.
- 2.9 Client Environment: The computers, including all workstations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.
- 2.10 Configurations: The modifications to, or functional arrangement of, data within the Application Software and related Documentation that may be provided by Contractor to the County during this Contract or as part of Optional Work for the Solution to meet existing or future Solution Requirements specified by the County.
- 2.11 Contract Sum: The total monetary amount authorized to be payable by the County to Contractor under this Contract, as set forth in Paragraph 5.0 (Contract Sum) of this Contract. The Contract Sum cannot be adjusted for any costs or expenses whatsoever by Contractor.
- 2.12 Contract: This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all Tasks, Deliverables, Services and other Work.
- 2.13 Contractor: The legal entity that has entered into an agreement with the County to perform or execute the Work covered by this Contract.
- 2.14 Contractor Project Manager: The person designated by Contractor to administer the Contract operations under this Contract.
- 2.15 County Materials: Has the meaning set forth in Paragraph 88.1 (County Materials) of this Contract.
- 2.16 County Project Director: The person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot



be resolved by County Project Manager. All references here forward to County Project Director will mean, "County Project Director or their authorized designee."

- 2.17 County Project Manager: The person designated by County Project Director to manage the operations under this Contract. All references here forward to County Project Manager will mean, "County Project Manager or their authorized designee."
- 2.18 Customizations: Same as Programming or Programming Modifications made to the Baseline Software, including related Documentation, and which are provided by Contractor upon the County's request as part of this Contract or Optional Work for the Solution to meet existing or future Solution Requirements specified by the County. Customizations will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.19 Day(s): Calendar day(s) unless otherwise specified.
- 2.20 Deficiency; Deficiencies; Defect(s): Any material malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, County approved Deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Contract regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications and Solution Requirements.
- 2.21 Deficiency Credits: Credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to correct a Solution Deficiency within a prescribed period, including, but not limited to, Unscheduled Downtime or any Solution Performance Deficiency, as further specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.22 Deliverable: Items and/or Services provided or to be provided by Contractor under this Contract.
- 2.23 Disaster: A catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.24 Disabling Device: Any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "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 the County's confidential or proprietary information; or of causing any unplanned interruption of; or accessibility of the Solution or any component to the County or any User, or which could alter, destroy or inhibit the use of the Solution or any component, or the data as further specified in Paragraph 11.1 (General Warranties) of this Contract.
- 2.25 Documentation: Any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software and hardware specifications and functions,

training course materials, specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Documentation in electronic form must be in Software formats acceptable to the County.

- 2.26 Fiscal Year: The 12-month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.27 Hardware Upgrade: Any addition to, or replacement of, any component of the Solution Hardware available or made available, in order to comply with the Solution Performance Requirements, Exhibit C (Service Level Agreement), Exhibit A (Statement of Work), and/or any of the specifications set forth in this Contract.
- 2.28 Interface: The set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any interfaced system, networks, applications, modules and Users, and related Documentation, previously provided or to be provided by Contractor to the County during the entire Term of this Contract as part of Solution or Optional Work.
- 2.29 License: The terms and conditions granting the County and its Users rights to use the Application Software licensed by Contractor under this Contract as specified in Paragraph 10.2 (License) of this Contract.
- 2.30 Licensed Software: The Application Software licensed by Contractor to the County under this Contract, and related Documentation, including any pre-developed or newly developed software and other tools, Replacements Products, and any additional software.
- 2.31 Maximum Fixed Price: The maximum amount to be paid by the County to Contractor for any Optional Work approved by the County to be provided by Contractor in accordance Paragraph 3.3.3 (Optional Work) of this Contract.
- 2.32 Operating Software: Includes the operating and database software and other products which are necessary and must be provided by Contractor or the County as part of the Solution Environment.
- 2.33 Maintenance & Support (M&S): Maintenance Services and Support Services provided by Contractor in accordance with this Contract, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement).
- 2.34 Optional Work: Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to the County throughout the entire Term of this Contract upon the County's request and approval in accordance with Paragraph 3.3.3 (Optional Work) and identified appropriately in Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations).
- 2.35 Performance Deficiency: The Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit C (Service Level Agreement) to this Contract.

- 2.36 Pool Dollars: The amount allocated under this Contract for the provision by Contractor of Optional Work throughout the entire Term of this Contract.
- 2.37 Professional Services: Includes training, consulting Services, programming and/or other Services requiring professional expertise that Contractor may provide upon the County's request in the form of Optional Work in accordance with Paragraph 3.3.3 (Optional Work) of this Contract.
- 2.38 Programming Modifications: Modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation that Contractor will provide throughout the entire Term of this Contract, upon the County's election, for the Solution to meet existing or future Requirements specified by the County or other governing bodies. Once accepted and approved by the County, all Programming Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.39 Project: The maintenance and support for the Solution, and any other related Work provided by Contractor in accordance with the terms of this Contract.
- 2.40 Replacement Product: Any software or maintained hardware product for which Contractor may replace any or all components of the Licensed Software or hardware during the Term of this Contract, as further specified in Paragraph 11.4 (Continuous Product Support) of this Contract.
- 2.41 Service Fees: Includes the fees to be paid by the County to Contractor for the provision of M&S Services under this Contract in accordance with the terms of this Contract, including Exhibit C (Service Level Agreement) to this Contract.
- 2.42 Service Levels: Contractor's Service obligations to the County during Production Use of the Solution as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.43 Services: Work related to M&S, any Work that is part of Optional Work, and any other Work that may be provided by Contractor under this Contract.
- 2.44 Software Updates: Includes any additions to and/or replacements to the Solution Software, available or made available, and will include all Application Software and firmware performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including, but not limited to, those required for the Solution to remain in compliance with applicable federal and state laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract, with all respective Attachments and Schedules thereto.
- 2.45 Solution: The combination of the software, hardware, and tools which comprise the Solution Environment, provided by Contractor to the County to meet the Solution Requirements.

- 2.46 Solution Availability: During any calendar month wherein, the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement).
- 2.47 Solution Environment: The architectural and operational environments, whether cloud-based or utilizing hardware owned by the County and installed by the Contractor, for the Solution provided to the County as part of this agreement. This includes, but is not limited to, the Production Environment, Test Environment, and Client Environment, along with any related documentation.
- 2.48 Solution Hardware: All hardware that is part of the Solution and provided by Contractor to the County pursuant to this Contract, and related Documentation, all of which is provided, maintained, and supported by Contractor under this Contract.
- 2.49 Solution Software: All System Software and firmware that is part of the Solution provided by Contractor pursuant to this Contract, and related Documentation, including Application Software and Operating Software.
- 2.50 Statement of Work: The directions, provisions, and requirements provided herein as Exhibit A (Statement of Work), and special provisions herein and therein pertaining to the method, frequency, manner, and place of performing the Services described in the Contract.
- 2.51 System: The hardware, software and data comprising the Solution (whether cloud-based and/or Contractor-installed County-owned hardware), including, but not limited to, the System Hardware, System Software and System data, provided by Contractor or the County in accordance with the applicable system design Documentation or as detailed in Exhibit A (Statement of Work), and the terms of this Contract.
- 2.52 System Hardware: All computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and any related Documentation, provided by Contractor or the County for the Solution.
- 2.53 System Software: All Application Software and Operating Software, and related Documentation, provided by Contractor to the County as part of the Solution, this Contract, and residing in the Solution Environment, and does not include the firmware.
- 2.54 Task; Subtask: One of the areas of Work to be performed under this Contract.
- 2.55 Technology Refresh: Has the meaning set forth in Paragraph 3.5 (Technology Refresh) to this Contract.
- 2.56 Term: Has the meaning set forth in Paragraph 4.0 (Term of Contract) of this Contract.
- 2.57 Third-Party Software: Any software of third parties that may be provided, maintained and/or supported by Contractor under this Contract as part of the Solution, including Application Software and Operating Software provided by third parties.

- 2.58 **Unscheduled Downtime:** The period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.
- 2.59 **User:** Any person authorized by the County to access or use the Solution in accordance with this Contract.
- 2.60 **Version Release:** Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or System compatibilities.
- 2.61 **Work:** All Tasks, Subtasks, Deliverables, goods, Services, and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including Solution components, M&S Services, and Optional Work.
- 2.62 **Work Product:** Any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, User Interfaces and screen designs, utilities, routines, and tools, that was developed by Contractor prior to performance or independent of this Contract, as further specified in Paragraph 10.1.4 (Work Product) of this Contract.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all Tasks, Deliverables, Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Tasks, Deliverables, goods, Services, or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will make no claim whatsoever against the County.

### **3.3 Scope of Work**

#### **3.3.1 Solution Components**

Contractor must provide to the County: (i) Licenses to all Solution Software provided hereunder, Third-Party Software, Application Software, and Operating Software, and (ii) ownership of, and other proprietary rights to, all Solution Hardware, including, but not limited to, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Contract as such may be revised during the Term of this Contract, and in accordance with the provisions of Paragraph 10.0 (Ownership and License) of this Contract.

#### **3.3.2 Maintenance and Support (M&S)**

Contractor must provide to the County M&S in accordance with this Contract, Exhibit A (Statement of Work), Exhibit C (Service Level Agreement) and all Attachments thereto. M&S Support obligations will survive until the termination or expiration of this Contract.

### 3.3.3 Optional Work

Upon the County's written request, but contingent upon the mutual execution of a Change Notice pursuant to the terms of this Contract under Paragraph 9.0 (Amendments and Change Notices), Contractor must provide Optional Work, including Programming Modifications, Additional Products, Training, and/or hardware installation and configurations Services, in accordance with this Paragraph 3.3.3 (Optional Work) and Exhibit A (Statement of Work) to this Contract. Programming Modifications and Additional Products, and training will only include those products and services relating to the requirements which were not reflected in the Specifications and/or Solution Requirements on the Effective Date, as determined by County Project Director or authorized designee. Future hardware purchases, installation, and configuration services for the two-year anniversary Technology Refresh (see Paragraph 3.5 below) must be delivered by Contractor as Optional Work pursuant to an executed Change Notice or Amendment.

Upon the County's request and Contractor's concurrence to provide the Optional Work, Contractor must provide to the County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed work order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable fixed hourly rate set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract. Contractor's quotation will be valid for a minimum ninety (90) Days from submission. Contractor must commence the Optional Work following agreement by the parties with respect to such scope of Optional Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 9.0 (Amendments and Change Notices) of this Contract. Upon completion of Optional Work by Contractor, and approval by the County in accordance with the terms of this Contract, Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations) will be updated accordingly to add the items of such completed and approved Optional Work.

Upon completion by Contractor and approval by the County of Optional Work: (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work will become part of and be incorporated into the Solution; (ii) additional/new Solution Hardware will become part of and be incorporated into the Solution Environment; and (iii) the Solution Requirements and specifications will be updated to include the new and/or updated requirements, specifications, and/or Additional Products, as applicable, as a result of such Optional Work.

Optional Work may be performed by Contractor: 1) at no additional cost to the County as part of M&S, or 2) at the applicable pricing terms set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, payable by the County utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 9.0 (Amendments

and Change Notices), the Pool Dollars are the aggregate amount available during the Term of this Contract for Optional Work.

Delivered products resulting from Optional Work provided by Contractor may increase M&S fees under this Contract if the Optional Work results in more required maintenance from Contractor based on the increased number of ACOM sites.

Any Change Notice and resultant work order executed pursuant to this Paragraph 3.3.3 (Optional Work) prior to the expiration of this Contract, will survive this Contract as though this Contract remained in full force and effect. The expiration of this Contract will not relieve Contractor of its obligation to perform Optional Work resulting from such work order.

### **3.4 Addition And Deletion of Hardware**

- 3.4.1 Contractor agrees that any addition or deletion of hardware in Exhibit B (Equipment List and Locations) to this Contract, as solely determined by County Project Manager, requires a Change Notice.
- 3.4.2 Any added hardware must be invoiced at the equipment unit prices stated in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract.

### **3.5 Technology Refresh**

- 3.5.1 The parties will agree to a Technology Refresh which will, among other things, be devised to minimize disruption to County operations. The Technology Refresh is intended to update key solution components (Hardware/Software) with the most contemporaneous and advanced technologies currently available.
- 3.5.2 Upon completion of the second year of this Contract, following the Effective Date of this Contract, the County will have the option to initiate a Hardware refresh (Technology Refresh) of the ACOM System, provided by Contractor, subject to the availability and approval of the necessary funding. The County must notify Contractor in writing at least ninety (90) Days prior to the desired Technology Refresh date, confirming the availability and approval of the required funding for the Technology Refresh. Should the County elect not to proceed with the Technology Refresh, Contractor will not be liable for any System failures or performance issues arising from the continued use of the existing Hardware beyond the second-year anniversary period. Additionally, should the County elect not to proceed with the Technology Refresh, the parties agree to meet in good faith to discuss and negotiate suitable adjustments to the metric specified in Exhibit C (Service Level Agreement) to this Contract, to reflect the extended use of the Hardware. Presuming this Contract has been extended beyond the current Term by the County, a Technology Refresh will be implemented every five years thereafter. Notwithstanding, the County makes no guarantee that the Technology Refresh(es) will occur,

nor does the County guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Contract.

- 3.5.3 The cost for the Technology Refresh will be borne by the County by means of an approved and executed Change Notice or Amendment. Contractor must secure the most cost-effective pricing for the Technology Refresh, minus any bulk purchase discounts as applicable, plus a not-to-exceed 15% markup for handling (e.g., purchasing and administration, setup/configuration, and removal of old replacement hardware). The not-to-exceed 15% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax.
- 3.5.4 Contractor must ensure that all key Solution components (hardware/software) for both the primary and secondary data centers remain under manufacturer and/or extended warranty throughout the entire Term of the Contract. Any Work performed as a result of Contractor's failure to procure and maintain warranties for all key Solution components, will not be billable to the County.
- 3.5.5 The County and Contractor agree that Contractor will not be subject to credits (refer to Paragraph 4.0 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement) for any Downtime resulting from any Technology Refresh, provided Contractor is fully compliant with the agreed-upon processes.

### **3.6 Testing of Work**

Contractor must conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Contract. The Solution must be free of any material Deficiencies and Optional Work meets the requirements of the applicable work order. Solution tests must test, among others, the Solution's functionality, integration and interfacing, volume endurance, and System performance.

### **3.7 Integration/Interfacing**

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software and/or systems by Contractor or at the direction of Contractor, the Application Modifications will not be deemed accepted by the County until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, in accordance with the terms of this Contract. Contractor will neither assert or obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

### **3.8 Approval of Work**

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have the County's prior written approval from County Project Director. In no event will the County be liable or responsible for any payment prior to such



written approval. Furthermore, the County reserves the right to reject any Work not approved by the County.

If Contractor provides any Tasks, Subtasks, Deliverables, goods, Services, or other Work to the County other than those specified in this Contract, or if Contractor provides such items requiring the County's prior written approval without first having obtained such written approval, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will not assert any claim whatsoever against the County.

### **3.9 No Offshore Work**

Contractor warrants: (i) that all Services will be performed and rendered within and from within the United States, and (ii) that Contractor must not transmit or make available any of the County's Confidential Information, the County's intellectual property or any County property, including County Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for the County, including Customizations, Configurations, and Interfaces, may be developed, or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, if such Services are provided without, or do not require access to, County's Confidential Information, County's intellectual property, or any County property including County Materials, outside or from outside the United States.

## **4.0 TERM OF CONTRACT**

4.1 The Term of this Contract will be for five (5) years, from August 1, 2024, through and including July 31, 2029, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term). At the end of the Initial Term, the County may, at its sole option, extend the Term of this Contract for two (2) one-year periods (Option Terms), subject to, among others, the County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. The County will be deemed to have exercised each option automatically, without further act, unless no later than thirty (30) Days prior to the expiration of each Option Term, the County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term of Contract). If the County elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise any Contract term extension options.

### **4.2 Notice of Expiration**

Contractor must notify the County when this Contract is within six months from the expiration of the Term. Upon occurrence of this event, Contractor must send written

notification to County Project Director at the address set forth in Exhibit D (County's Administration) to this Contract.

**5.0 CONTRACT SUM**

**5.1 Maximum Contract Sum**

The Maximum Contract Sum under this Contract will be the total monetary amount payable by the County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, Services, and other Work required or requested by the County under this Contract.

The Maximum Contract Sum, including all applicable taxes, authorized by County hereunder, will not exceed \$5,691,836.98, as described in the table below:

<b>Description of Work</b>	<b>Cost</b>
Maintenance and Support – Year 1	\$ 426,707.48
Maintenance and Support – Year 2	\$ 448,042.85
Maintenance and Support – Year 3	\$ 470,445.00
Maintenance and Support – Year 4	\$ 493,967.25
Maintenance and Support – Year 5	\$ 518,665.61
Maintenance and Support – Option Year 1	\$ 544,598.89
Maintenance and Support – Option Year 2	\$ 571,828.83
Contract Sum:	\$3,474,255.91
Pool Dollars @ 20% of Contract Sum:	\$ 694,851.18
Hardware Refresh	\$1,522,729.89
Maximum Contract Sum:	\$5,691,836.98

The Contract Sum will remain firm and fixed for the Term of this Contract, unless modified pursuant to a duly approved Amendment to this Contract by the County's and Contractor's authorized representatives pursuant to Paragraph 9.0 (Amendments and Change Notices) of this Contract.

The Maximum Contract Sum under this Contract will provide for all authorized payments the County may make to Contractor for all Work provided by Contractor.

**5.1.1 Written Approval for Reimbursement**

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

### 5.1.2 Notification of 75% of Total Contract Sum

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Contract Sum, including Pool Dollar expenditures, authorized under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit D (County's Administration) to this Contract.

### 5.1.3 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor may not assert any claims against the County for payment of 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 must immediately notify County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

## 6.0 INVOICES AND PAYMENTS

### 6.1 Invoices

Contractor must invoice the County in accordance with Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract: (i) for M&S, the annual fee to be paid in advance for Service fees; and (ii) for Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which must not exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor's completion and the County's written approval of the Optional Work.

#### 6.1.1 **Submission of Invoices**

Contractor's invoice must include the charges owed to Contractor by the County under the terms of this Contract as provided in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract. All invoices and supporting documents under this Contract must be submitted to the person designated in Exhibit D (County's Administration) as County Project Manager at the address specified in Exhibit D (County's Administration) to this Contract.

##### 6.1.1.1 Invoice Details

6.1.1.2 Each invoice submitted by Contractor must indicate, at a minimum:

- a. Contract Name and Number;
- b. The Tasks, SubTasks, Deliverables, goods, Services or other Work for which payment is claimed, including M&S Services and any Optional Work;

- c. The price of such Tasks, SubTasks, Deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, or the work order including the Maximum Fixed Price, as applicable;
- d. If applicable, the date of written approval of the Tasks, SubTasks, Deliverables, goods, Services or other Work by County Project Director;
- e. Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
- f. Indication of any applicable credits due to the County under the terms of this Contract or reversals thereof;
- g. If applicable, a copy of any required Acceptance Certificates signed by County Project Director; and
- h. Any other information required by County Project Director.

#### 6.1.1.3 Approval of Invoices

All invoices submitted by Contractor to the County for payment must have the County's written approval as provided in this Paragraph 6.1.1.2, which approval will not be unreasonably withheld. In no event will the County be liable or responsible for any payment prior to such written approval.

#### 6.1.1.4 Invoice Discrepancies

County Project Director will review each invoice for any discrepancies and will, within thirty (30) Days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor must review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) Days of receipt of the County's notice of discrepancies and disputed charges. If County Project Director does not receive a written explanation for the charges within such 30-Day period, Contractor will have waived its right to justify the original invoice amount, and the County, in its sole discretion, will determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Contract.

All County correspondence relating to invoice discrepancies will be sent by email, followed by hard copy, directly to County Project Manager with a copy to County Project Director at the addresses specified in Exhibit D (County's Administration) to this Contract.

### 6.1.2 Delivery of System Software

It is the intent of the parties that if any System Software or Documentation provided by Contractor under this Contract, including any product of M&S Services and any Optional Work, is delivered to the County, such System Software and Documentation will be delivered: (i) in an electronic format (i.e., via electronic mail or internet download) or (ii) personally by Contractor staff who must load such System Software and Documentation onto the County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., USB, printed manuals, external hard drive) used to deliver the System Software and Documentation to the County.

Any System Software and Documentation that is provided or delivered by Contractor to the County in a tangible format will be F.O.B. Destination. The Contract Sum shown in Paragraph 5.1 (Maximum Contract Sum) above, includes all amounts necessary for the County to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by the County from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, will be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such transportation and related insurance charges.

### 6.1.3 Delivery of System Hardware

It is the intent of the parties that all System Hardware or Documentation provided by Contractor under this Contract is provided or delivered by Contractor to the County F.O.B. Destination. Hardware delivery, set-up, installation, configuration, and optimization services are provided by Contractor to the County as specified in Exhibit A (Statement of Work).

The Contract Sum shown in Paragraph 5.1 (Maximum Contract Sum) above includes all amounts necessary for the County to reimburse Contractor for all transportation and related insurance charges, if any, for all System Hardware Components and Documentation procured by the County from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, must be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such transportation and related insurance charges.

### 6.1.4 Sales/Use Tax

The Contract Sum shown in Paragraph 5.0 (Contract Sum) above, will be deemed to include all amounts necessary for the County to reimburse Contractor for all applicable California and any other applicable state and local sales/use taxes on all Solution components and other Work provided by Contractor to the County pursuant to or otherwise due as a result of this

Contract, including, but not limited to, any product of the Solution, M&S Services and any Optional Work, to the extent applicable. All California sales/use taxes must be paid directly by Contractor to the State or other taxing authority.

Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, any and all such California and other state and local sales/use taxes. Further, Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract and must pay such tax directly to the State or other taxing authority. In addition, Contractor is solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the County does not hold title.

6.1.5 Payments

Provided that Contractor is not in default under any provision of this Contract, the County will pay all invoice amounts to Contractor within 30 Days of receipt of invoices that have not been disputed in accordance with Paragraph 6.1.1.3 (Invoice Discrepancies) above. The County's failure to pay within the 30-Day period, however, will not be deemed as automatic invoice approval or Acceptance by the County of any deliverable for which payment is sought, nor will it entitle Contractor to impose an interest or other penalty on any late payment.

6.1.6 County's Right to Withhold Payment

Notwithstanding any other provision of this Contract, and in addition to any rights of the County given by law or provided in this Contract, the County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of the County, is in default hereunder or default related to Work.

6.1.7 Contractor must invoice the County only for the Tasks, Deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work), and elsewhere hereunder. Contractor will prepare invoices, which must include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments will be as provided in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, and Contractor must be paid only for the Tasks, Deliverables, goods, Services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment will be due to Contractor for that Work.

6.1.8 Contractor's invoices must be priced in accordance with Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract.

6.1.9 Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work), describing the Tasks, Deliverables, goods, Services, Work hours, facility and/or other Work for which payment is claimed.

6.1.10 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

## **6.2 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

6.2.1 The County has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit unless an alternative method of payment is deemed appropriate by the County Auditor-Controller (A-C).

6.2.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

6.2.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

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

## **7.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **7.1 County's Administration**

All persons administering this Contract on behalf of the County are identified in Exhibit D (County's Administration) to this Contract. Unless otherwise specified, reference to each of the persons listed in Exhibit D (County's Administration) to this Contract, will also include any authorized designee. The County will notify Contractor in writing of any change in the names and/or addresses of the persons listed in Exhibit D (County's Administration) to this Contract.

No member of the County is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 9.0 (Amendments and Change Notices) below.

## **7.2 County's Personnel**

### **7.2.1 County Project Director**

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing the Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

### **7.2.2 County Project Manager**

County Project Manager will be responsible for ensuring that the technical, business, and operational standards and requirements of this Contract are met. County Project Manager will interface with Contractor's Project Manager on a regular basis. County Project Manager will report to County Project Director regarding Contractor's performance with respect to business and operational standards and requirements of the Contract. Unless specified otherwise, County Project Manager will be the presumptive designee of County Project Director.

## **7.3 County Personnel, Other**

All County personnel assigned to this Contract will be under the exclusive supervision of the County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

## **8.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **8.1 Contractor's Administration**

All persons administering this Contract on behalf of Contractor and described in this Paragraph 8.0 (Administration of Contract – Contractor) are identified in Exhibit E (Contractor's Administration) to this Contract. All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E (Contractor's Administration) to this Contract, must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the County in writing of any change in the names and/or addresses of Contractor Personnel.

### **8.2 Contractor's Personnel**

#### **8.2.1 Contractor's Project Director**

Contractor's Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with County Project Director on a regular basis as required by the County and specified in Exhibit A (Statement of Work) to this Contract, regarding the overall maintenance of the System. Such meetings will be conducted via teleconference or in person at a time and place agreed to by County Project Director and Contractor's Project Director.



### 8.2.2 Contractor's Project Manager

Contractor's Project Manager must be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to the County. Contractor's Project Manager must communicate with County Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Director must meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by the County. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

## 8.3 Approval of Contractor's Staff

8.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, and as appropriate, licensed or certified in the Tasks required by this Contract. Contractor must provide sufficient personnel to fulfill its responsibilities in a timely and efficient manner as out.

8.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's key staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor key staff performing or offering to perform Work hereunder. Contractor must provide the County with a resume of each proposed initial key staff member as well as a proposed substitute, and an opportunity to vet any such person prior to performance of any Work hereunder. Contractor has 30 Days from the date of the County's written request to replace such key staff.

8.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement [refer to Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract], for each member of Contractor's key staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor key staff first performs Work under this Contract.

8.3.4 Contractor must, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor key staff. Contractor must promptly fill any Contractor key staff vacancy with personnel having qualifications (i.e.,

relevant experience) at least equivalent to those of Contractor key staff member(s) being replaced.

- 8.3.5 In the event Contractor should ever need to remove any member of Contractor key staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible, and must work with County on a mutually agreeable transition plan to provide an acceptable replacement and ensure project continuity. Should the County be dissatisfied with any member of Contractor staff during the Term of this Contract, Contractor must replace such person with another whose qualifications satisfy the County.

#### **8.4 Contractor's Staff Identification**

- 8.4.1 All Contractor staff, including Subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 8.5 (Background and Security Investigations) below, will be issued a photo identification badge by the Department. Contractor staff will prominently display this identification badge on the upper part of the body when entering any County facility or grounds.
- 8.4.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract. Contractor is responsible for retrieving and immediately destroying the staff's County-specified photo identification badge at the time of removal from Work under this Contract, if applicable.
- 8.4.3 If the County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from Work under this Contract.
- 8.4.4 Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

#### **8.5 Background and Security Investigations**

- 8.5.1 Key staff, and any Contractor staff, with access to the County network or data under this Contract must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information.

- 8.5.2 County Project Director will schedule background investigations with the Department's Civilian Backgrounds Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 8.5.3 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County's facility access.
- 8.5.4 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 8.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

## **8.6 Rules and Regulations**

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent, Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

## **9.0 AMENDMENTS AND CHANGE NOTICES**

### **9.1 General**

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 9.0 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 9.0 (Amendments and Change Notices).

### **9.2 Amendments**

Except as otherwise provided in this Contract, for any change requested by the County which materially affects the scope of Work, Term, payments or any other material term or condition included in this Contract, an Amendment to this Contract must be executed by the County Board of Supervisors and Contractor's authorized representative(s).

Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore,

the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: (i) effectuate modifications, which do not materially affect any term of the Contract, (ii) exercise option terms, (iii) add new or revised standard County contract provisions adopted by the Board, as periodically required, (iv) effectuate the assignment and delegation/mergers or acquisitions provision, (v) engage Contractor to provide Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the County, using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel, and (vi) terminate the Contract, either in whole or in part, by the provision of a ten-day written notice.

### **9.3 Change Notices**

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

Change Notices requiring the expenditure of Pool Dollars will require Contractor to prepare a written scope of Work statement and quotation as the basis of the Change Notice and seek written approval of County Project Director with concurrence of County Counsel prior to commencement of any Work relating to such Change Notice, including any Optional Work. County Project Director will be authorized on behalf of the County to approve all Change Notices.

## **10.0 OWNERSHIP AND LICENSE**

### **10.1 Solution Ownership**

#### **10.1.1 Solution Environment**

Contractor acknowledges that the County or the rightful owner owns all Solution Environment components, including Solution Hardware, and all software provided by the County; while Contractor or the rightful owner will retain ownership of all Solution Environment components provided by Contractor.

#### **10.1.2 Application Software**

All Application Software provided by Contractor to the County pursuant to this Contract, including Licensed Software and Application Modifications, and related Documentation, is and will remain the property of Contractor or any rightful third-party owner with which all proprietary rights will reside, and which will be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

### 10.1.3 Solution Data

All Solution data that is provided or made accessible by the County to Contractor or is generated by the Solution or is the product of the Solution provided by Contractor hereunder, is and will remain the property of the County.

### 10.1.4 Work Product

Contractor or the rightful owner will remain the sole owner of Contractor's Application Software and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials whether previously owned by the County or designed or developed by Contractor for the County.

## 10.2 License

### 10.2.1 License Grant

Subject to the provisions of Paragraph 10.1 (Solution Ownership) above, Contractor hereby grants to the County a perpetual, irrevocable, non-exclusive License to use the Solution Software or any component thereof, as applicable, and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) below and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) below for the period specified in Paragraph 10.2.2 (License Term) below. Notwithstanding the foregoing, upon mutual agreement of the parties, the County may obtain its own license for any third-party Software that may be provided by Contractor as part of the System Environment, the term and scope of which will be subject to the terms of the County's agreement with the provider of such Third-Party Software.

### 10.2.2 License Term

The License granted under this Contract will commence upon the earlier of County's access of any Solution Software component or the Effective Date and will continue in perpetuity and without regard to the end of the Term of this Contract.

### 10.2.3 Scope of License

The License granted by Contractor under this Contract provides the County with the following rights:

- a. To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, workstations, local-area networks and wide-area networks, and web connections not to exceed the total number of Acom sites set forth in Exhibit B (Equipment List and Locations) to this Contract, by an unlimited number of Users in the conduct of the business of the County as provided in this Contract,

- b. To use, modify, copy and display the Documentation, including, but not limited to the Solution and User manuals and any other specifications or Documentation provided or made accessible by Contractor to the County as necessary or appropriate for the County to fully enjoy and exercise the rights granted under this Contract and the License granted hereunder,
- c. Subject to the limitations set forth in Paragraph 16.0 (Confidentiality), to permit third-party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for the County to fully enjoy and exercise the rights granted under this Contract and the License, including for the provision of M&S Services, Software Updates, Application Modifications, Professional Services, and other business use or support of the Solution Software as contemplated by this Contract; provided, however, without limiting the County's rights under this Paragraph 10.2.3(c) the County covenants and agrees that it will not exercise any of the rights contained in this Paragraph 10.2.3(c) unless and until any one of the following release conditions occurs:
  - i. The insolvency of Contractor, including as set forth in Paragraph 22 (Termination for Insolvency) of this Contract, or
  - ii. Contractor is unwilling or unable to provide all System Maintenance Services in accordance with the terms of this Contract, including Exhibit A (Statement of Work), or
  - iii. Contractor ceasing to maintain or support the current version or the last two prior Version Releases of the Application Software for reasons other than the County's failure to pay for, or election not to receive, Contractor's System Maintenance Services, and no other qualified entity will assume the obligation to provide such M&S Services, which may result in the County's termination of this Contract for default in accordance with Paragraph 20.0 (Termination for Default) below, or
  - iv. Successor ceasing to do business with the County with respect to this Contract,
- d. Pursuant to Paragraph 56.0 (Assignment by County) below, to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by the County and permitted assignees for archive and backup purposes; and (ii) by the County for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to the County by Contractor.

#### 10.2.4 License Restrictions

The County acknowledges and agrees: (i) that the System Software provided by Contractor to the County under this Contract, including related

Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to the County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, will retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, the County will not:

- a. Reverse engineer, disassemble or decompile the Application Software provided by Contractor,
- b. Transfer, sublicense, rent, lease, convey or assign [unless resulting from an agreement assignment under Paragraph 56.0 (Assignment by County)] below, the System Software provided by Contractor,
- c. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes, and as specified in Paragraph 10.2.3(c) (Scope of License) above,
- d. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party, or
- e. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

## **11.0 REPRESENTATIONS AND WARRANTIES**

### **11.1 General Warranties**

Contractor represents, warrants, covenants, and agrees that throughout the entire Term of this Contract:

- a. Contractor must comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, Configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, Exhibit A (Statement of Work) to this Contract, and all Exhibits, Attachments and Schedules thereto.
- b. Unless specified otherwise herein, the Solution must be free from material Deficiencies.
- c. So long as County maintains a fully paid-up M&S plan, which will not include the County exercising any rights under the Contract or applicable law, the M&S Service Levels must not degrade during the entire Term of this Contract.
- d. Contractor must not intentionally cause any unplanned interruption of or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program,

or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to the County or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as "Disabling Device(s)"), which could block access to or prevent the use of the Solution or any component by the County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to the County under this Contract, nor must Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

- e. In addition, Contractor must prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and must prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

## **11.2 Standard of Services**

Contractor's Services and other Work required by this Contract must, during the Term of this Contract, conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's Services or other Work provided under this Contract fail to conform to such standards, upon notice from the County specifying the failure of performance, Contractor must also, at Contractor's sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. Contractor must, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Contract or otherwise.

## **11.3 System Warranties and Problem Resolution**

Contractor hereby warrants to the County that the Solution must be free from any and all Deficiencies commencing from Production Use of the System through the Term of the Contract. All Deficiencies reported or discovered must be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract and will be at no cost to the County beyond the payment of the applicable Maintenance Fees under this Contract.

Contractor also represents, warrants, covenants and agrees that throughout the entire Term of this Contract:

- a. All Solution components must be compatible with each other and, to the extent applicable or required, must interface with each other; and the Solution components, when taken together, must be capable of delivering all the functionality as set forth in this Contract.



- b. Any Solution enhancements or upgrades must be backward compatible with the County's standard browser(s) and operating system version(s) operated on County workstations.
- c. The Solution, including the System, must be capable of delivering all the functionality and meeting all requirements as set forth in this Contract, including the Solution Requirements, security requirements and the specifications.
- d. The Solution must meet the Solution Performance Requirements within Contractor's control, including, but not limited to, those relating to response time and Solution Availability, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, will be deemed Severity Level 1 or Severity Level 2, as determined by County Project Director.

#### **11.4 Continuous Product Support**

- 11.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the entire Term of the Contract in order to fulfill its obligations under this Contract and to meet the Solution Requirements, then the License will be deemed to automatically include such Replacement Product without cost or penalty to the County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by the County, Contractor must provide the necessary training to County personnel to utilize the Replacement Product at no cost to the County.
- 11.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, Acceptance of any payment under this Contract), will be deemed to have ratified this Contract, subject to the requirements of Paragraph 18.0 (Assignment and Delegation/Mergers or Acquisitions) below. All terms and conditions of this Contract will continue in full force and effect for the Replacement Product.
- 11.4.3 The following terms and conditions will apply if the County elects to transfer the License to a Replacement Product:
  - a. Contractor, or its assignee or successor, must at no cost to the County, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product,
  - b. Any prepaid Service Fees for the Solution must transfer in full force and effect for the balance of the Replacement Product's maintenance

and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same Term, the credit balance must be applied to future Maintenance Fees or returned to the County, at the County's option,

- c. All modules offered separately must match the original Application Software's level of functionality, must be supplied by Contractor, or its assignee or successor, without additional cost or penalty to the County, and must not affect the calculation of any annual fees,
- d. Contractor must provide to the County the necessary training for purposes of learning the Replacement Product. Such training must be provided at no cost to the County,
- e. All License terms and conditions, at a minimum, must remain as granted herein with no additional fees imposed on the County, and
- f. The definition of Application Software must include the Replacement Product.

#### 11.4.4 Warranty Pass-Through

Contractor must assign to the County to the fullest extent permitted by law or by this Contract and must otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder must fully extend to and be enjoyed by the County.

#### 11.4.5 Remedies

The County's remedies under this Contract for the breach of the warranties set forth in this Contract, including Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract, will include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract, including assessment of Service Credits and any other corrective measures specified in such Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.

#### 11.4.6 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 11.4 (Continuous Product Support) will constitute a material breach, upon which, in addition to the County's other rights and remedies set forth herein, the County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 20.0 (Termination for Default) below.

## **12.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

### **12.1 General Insurance Requirements**

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 12.0 (General Provisions for all Insurance Requirements). 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 Contractor for liabilities which may arise from or relate to this Contract.

### **12.2 Evidence of Coverage and Notice to County**

- 12.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, will be delivered to the County and provided prior to commencing Services under this Contract.
- 12.2.2 Renewal Certificates must be provided to the 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.
- 12.2.3 Certificates must identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- 12.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 12.2.5 Certificates and copies of any required endorsements must be sent to County Project Director at the address specified in Exhibit D (County's Administration) to this Contract.
- 12.2.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify the 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 the County.

### **12.3 Additional Insured Status and Scope of Coverage**

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

### **12.4 Cancellation of or Changes in Insurance**

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

### **12.5 Failure to Maintain Insurance**

Contractor's failure to maintain or provide acceptable evidence that it maintains the required insurance will constitute a material breach of this Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The 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.

### **12.6 Insurer Financial Ratings**

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

### **12.7 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor.

Any County maintained insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

#### **12.8 Waivers of Subrogation**

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

#### **12.9 Subcontractor Insurance Coverage Requirements**

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

#### **12.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **12.11 Claims Made Coverage**

If any part of the required insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than one year following Contract expiration, termination, or cancellation.

#### **12.12 Application of Excess Liability Coverage**

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

#### **12.13 Separation of Insureds**

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

#### **12.14 Alternative Risk Financing Programs**

The County reserves the right to review and then approve Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements

and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

### **12.15 County Review and Approval of Insurance Requirements**

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

## **13.0 INSURANCE COVERAGE**

### **13.1 Commercial General Liability Insurance**

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

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

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

13.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### **13.4 Technology Errors & Omissions Insurance**

Technology Errors & Omissions Insurance includes coverage 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: (i) systems analysis, (ii) systems programming, (iii) data processing, (iv) systems integration, (v) outsourcing including outsourcing

development and design, (vi) systems design, consulting, development and modification, (vii) training services relating to computer software or hardware, (viii) management, repair and maintenance of computer products, networks and systems, (ix) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (x) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (xi) any other Services provided by Contractor, with limits of not less than ten million dollars.

### **13.5 Privacy/Network Security (Cyber) Insurance**

Privacy/Network Security (“Cyber”) liability coverage providing protection against liability for: (i) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (ii) System breach, (iii) denial or loss of service, (iv) introduction, implantation or spread of malicious software code, and (v) unauthorized access to or use of computer systems, with limits of not less than five million dollars. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status.

### **13.6 Intellectual Property Warranty and Indemnification**

#### **13.6.1 Indemnification – General**

Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor must indemnify, defend, and hold harmless the County, its Special Districts, and their elected and appointed officers, employees, Agents and volunteers (collectively referred to for purposes of this Paragraph 13.7.1 as County and its Agents) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any actual infringement of any third party’s patent or copyright, or any actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13.7.1 as “Infringement Claim(s)”).

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13.7.1 must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

#### **13.6.2 Indemnification – Intellectual Property**

13.6.2.1 Notwithstanding any provision to the contrary, whether expressly or by implication, from and against any and all third-party liability, including, but not limited to, demands, claims, actions, fees, direct damages, costs, and expenses (including

attorneys and expert witness fees) arising from any actual infringement of any third party's patent or copyright, or any actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13.7.2 as "Infringement Claim(s)").

- 13.6.2.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.7.2 (Indemnification – Intellectual Property) must be conducted by Contractor and performed by counsel approved by both parties. The County will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.
- 13.6.2.3 Contractor must pay and is solely responsible for the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.
- 13.6.2.4 Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from: (i) the County's use of a previous version of the Solution, and the claim would have been avoided had the County used the current version of the software, (ii) the County's combining the Solution with devices or products not intended or approved by Contractor, (iii) use of the Solution in applications, business environments or processes for which the Solution was not designed or contemplated, and where use of the Solution outside of such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that the County made to the Solution and such correction, modifications, alterations or enhancements is determined by a court of competent jurisdiction to be a contributing (e.g., material and/or substantive) cause of the infringement, (v) use of the Solution by any person or entity other than Users, or (vi) subject to Contractor's remedial measures, the County's willful infringement, including continued use of Contractor's infringing Solution after being notified by Contractor that such infringing Solution is, or is likely to become, the subject of a third-party claim.
- 13.6.2.5 Contractor must, at its option and at no cost to the County, engage in remedial measures by, either: (i) disabling without delay, the affected Software component, as applicable, and either (ii) procuring the right, by license or otherwise, for the



County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's License, or (iii) replacing or modifying the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined and agreed to by the County and Contractor, until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing. The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Paragraph 13.7 (Indemnification - Intellectual Property).

13.6.2.6 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 13.7.2.5 above will constitute a material breach of this Contract, upon which the County will be entitled to terminate this Contract for default pursuant to Paragraph 20.0 (Termination for Default) below.

**14.0 INTENTIONALLY OMITTED**

**15.0 INTENTIONALLY OMITTED**

**16.0 CONFIDENTIALITY**

**16.1 Confidential Information**

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the County or the applicable law under Paragraph 8.6 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including, but not limited to, fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the County than the terms of this Contract, including this Paragraph 16.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely

responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

Contractor's violation of this Paragraph 16.1 may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor from participation in future County solicitations or from being awarded a contract pursuant to a County solicitation.

## **16.2 Disclosure of Information**

With respect to any of the County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 16.2 "information"), Contractor must: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, (ii) promptly transmit to the County all requests for disclosure of any such information, (iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without prior written approval of County's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and (iv) at the expiration or termination of this Contract, return all such information to the County or maintain such information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify County Project Director 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.

## **16.3 Disclosure Restrictions of Non-Public Information**

While performing Work under this Contract, 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. Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

## **16.4 Indemnification & Limitation of Liability**

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its Agents from and against any and all direct loss, direct damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees,

agents or Subcontractors to comply with this Paragraph 16.4, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 16.4 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Contractor does not have the right to enter into any settlement, agree to any injunction or make any admission, in any such case, on behalf of the County without the County's prior written approval.

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract.

(Subject to the terms of this Contract, the County must indemnify and hold harmless Zetron, its officers, employees, affiliates, owners, and agents from all liability that may result from all claims, actions, suits, or damages finally awarded including without limitation reasonable attorneys' fees, related to injury or death of any person or damage to or loss of any property caused by the County's gross negligence or willful misconduct in the course of performance of this Contract.

EXCEPT FOR ANY AMOUNTS DUE TO ZETRON UNDER THIS CONTRACTT, IN NO EVENT WILL EITHER PARTY'S LIABILITY INCLUDE CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES IN THIS CONTRACT FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY'S LIABILITY WILL IN ANY EVENT EXCEED THE CONTRACT PRICE.

#### **16.5 Individual Requests**

Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven Days. If an individual makes a request directly to Contractor involving County Information, Contractor must notify County within five Days and the County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor must notify the County as described in Paragraph 17.0 (Security) below, and the County will coordinate an appropriate response.

#### **16.6 Retention of County Information**

Contractor must not retain any County information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

## **17.0 SECURITY**

### **17.1 System Security**

Notwithstanding anything to the contrary herein, Contractor must provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by the County to Contractor in writing as part of the RFP (and incorporated by this reference), this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of Systems and networks. Without limiting the generality of the foregoing, Contractor must implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the Solution, as further specified in this Contract and Exhibit H1 (County – Information Security and Privacy Requirements). In no event must Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own Systems and data.

### **17.2 Solution Data Security**

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other County data. Contractor must protect, secure and keep confidential all Solution data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Exhibit H1 (County – Information Security and Privacy Requirements), including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor must take all reasonable actions necessary or advisable to protect all Solution data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor must provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of County Project Director. Contractor must not use Solution data for any purpose or reason other than to fulfill its obligations under this Contract.

### **17.3 Protection of Electronic County Information – Data Encryption**

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board of Supervisors Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 17.3 (Protection of Electronic County Information – Data Encryption), "PI" is defined in California Civil Code Section 17910.29(g); "PHI" is defined in Health Insurance Portability and

Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

#### 17.3.1 Encryption Standards – Stored Data

Contractor’s and Subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractors’ and Subcontractors’ use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County’s Chief Executive Office.

#### 17.3.2 Encryption Standards – Transmitted Data

All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations, and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 17.3.3 Definition References

- a. As used in this Policy, the phrase “Personal Information” will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase “Protected Health Information” will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- c. As used in this Policy, the phrase “Medical Information” will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

#### 17.3.4 Compliance

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 17.3.4 (Compliance) as of the Effective Date of this Contract, during the Term of

this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI and/or MI. Such certification will be evidenced by submission of a completed and signed form set forth in Exhibit H3 (Compliance with Departmental Encryption Requirements), prior to being awarded this Contract by the Board of Supervisors. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors' data encryption product(s) generate, and such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 17.3.4 (Compliance) will constitute a material breach of this Contract, upon which the County may terminate or suspend this Contract, deny Contractor access to the County IT resources and/or take such other actions as deemed necessary or appropriate by the County.

#### 17.3.5 No Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors in writing.

#### 17.3.6 Remedies

Contractor acknowledges that a breach of Contract may result in irreparable harm to the County, which may not be adequately compensated by monetary damages. Therefore, in addition to the County's other rights provided by law and equity, the County retains the right to seek injunctive relief to enforce the provisions of this Paragraph 17.3.6 (Remedies). The provision of this Paragraph 17.3.6 (Remedies) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor must bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or the County's sole fault.

### **18.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

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

18.2 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the County in its sole discretion and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph 18.0 (Assignment and Delegation/Mergers or

Acquisitions), the County consent will require a written Amendment to the Contract, which must be formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible by the County against the claims Contractor may have against the County.

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

## **19.0 TERMINATION FOR CONVENIENCE**

- 19.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.

- 19.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must:

- a. Stop Work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the Work, as well as Work not effected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.

- 19.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) below.

## **20.0 TERMINATION FOR DEFAULT**

- 20.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:

- a. Contractor fails to timely provide and/or satisfactorily perform any Task, SubTask, Deliverable, goods, Service, or other Work within the times specified in this Contract, or
- b. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Contract, or

- c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
  - d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including, but not limited to Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), or
  - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must not be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.
- 20.2 If, after the County has given notice of termination under the provisions of this Paragraph 20.0 (Termination for Default), it is determined by the County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 19.0 (Termination for Convenience) above.
- 20.3 The rights and remedies of the County provided in this Paragraph 20.0 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

## **21.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 21.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 21.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report should be made either to the County manager charged with the supervision of the employee or to County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 21.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts or other such items and means.

## **22.0 TERMINATION FOR INSOLVENCY**

- 22.1 The County may terminate this Contract immediately and without delay if any of the following occur:



- a. Insolvency of Contractor – Contractor must be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
  - b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
  - c. The appointment of a Receiver or Trustee for Contractor, or
  - d. The execution by Contractor of a general assignment for the benefit of creditors.
- 22.2 The rights and remedies of the County provided in this Paragraph 22.0 (Termination for Insolvency) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 22.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, the County may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of the County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee must allow the County to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and must not interfere with the rights and benefits of the County as provided therein). The foregoing will survive the termination or expiration of this Contract for any reason whatsoever.

**23.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

**24.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

## **25.0 EFFECT OF TERMINATION**

### **25.1 Termination by County**

Except for termination of convenience by the County, in the event that the County, upon written notice to Contractor, terminates this Contract in whole or in part as provided herein, then:

- a. Contractor and the County will continue the performance of this Contract to the extent not terminated,
- b. Contractor must stop Work under this Contract on the date and to the extent specified in such notice and provide to the County all completed Work and Work in progress, in a medium reasonably requested by the County,
- c. Contractor must: (i) promptly return to the County any and all County Confidential Information, County Materials and any other County data relating to that portion of this Contract and Work terminated by the County, and (ii) destroy all such Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Exhibit H1 (County – Information Security and Privacy Requirements)
- d. Contractor must transfer ownership of the Cloud Solution Environment to the County,
- e. The County will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract for the Work completed up to the time of termination,
- f. Contractor must return to the County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable,
- g. Upon termination by the County for default pursuant to Paragraph 20.0 (Termination for Default) above or for insolvency pursuant to Paragraph 22.0 (Termination for Insolvency) above, the County will have the right to procure, upon such terms and in such a manner as the County may deem appropriate, goods, Services and other Work, similar to those so terminated, and Contractor must be liable to the County for, and must promptly pay to the County by cash payment, any and all excess costs incurred by County, as determined by the County, to procure and furnish such similar goods, Services and other Work,
- h. Contractor understands and agrees that the County has obligations that it cannot satisfy without use of the Solution provided to the County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Contract, Contractor must fully cooperate with the County in the transition of the County to a new solution, toward the end that there be no interruption of the County's day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor must allow the County or a County-selected Subcontractor a transition period until expiration of the

term of this Contract, or in all other cases, at a date specified by the County, for the orderly turnover of Contractor's Contract activities and responsibilities without any additional cost to the County.

## **25.2 Termination Transition Services**

Contractor must assist the County in transitioning from the Solution by providing Transition Services, as provided below. Upon the expiration or termination of this Contract, the County may require Contractor to provide Services in the form of Optional Work to assist the County to transition System operations from Contractor to the County or the County's designated third party ("Transition Services"). Upon the County's request for Transition Services, the County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.

Contractor agrees that if the County terminates this Contract for any breach by Contractor or for insolvency of Contractor, Contractor must perform all Transition Services as required by the County at no cost to the County. Contractor must provide the County with all the Transition Services as provided in this Paragraph 25.2. The duty of Contractor to provide any Transition Services pursuant to this Paragraph 25.2 will be conditioned on the County continuing to comply with its obligations under this Contract, including payment of all applicable fees. Contractor has no right to withhold or limit its performance of the Transition Services based on any alleged breach of this Contract by the County, other than a failure by the County to timely pay Contractor the invoiced amounts due and payable hereunder. The County will have the right to seek specific performance of this Paragraph 25.2 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Paragraph 25.2 by either party will not constitute a waiver or estoppel regarding any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to the County, based on the most recent prices applicable under this Contract to similar Services, will be applied in mitigation of any damages that may be awarded.

## **26.0 WAIVER**

No breach of any provision hereof can be waived unless in writing. No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 26.0 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **27.0 WARRANTY AGAINST CONTINGENT FEES**

27.1 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 Contractor for the purpose of securing business.

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

## **28.0 INDEPENDENT CONTRACTOR STATUS**

28.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party will not be, nor be construed to be employees or agents of the other party for any purpose whatsoever.

28.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

28.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing all Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

## **29.0 SUBCONTRACTING**

29.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's key staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to Subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.

29.2 In the event Contractor seeks to subcontract any portion of its performance of the Contract by Contractor's key staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:

- a. The reasons for the proposed Subcontract,
- b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
- c. A detailed description of the Work to be provided by the proposed Subcontractor,
- d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,

- e. Required County forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iii) any other standard County required provisions,
  - f. A representation from Contractor that:
    - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired ,
    - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
    - iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
    - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
  - g. Other pertinent information and/or certifications reasonably requested by the County.
- 29.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.
- 29.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.
- 29.5 Notwithstanding any other provision of this Paragraph 29.0 (Subcontracting), Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the County or limit, in any way, any of the County's rights or remedies contained in this Contract.

- 29.6 Subcontracting of any Work performed by Contractor's key staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's key staff pursuant to the provisions of Paragraph 8.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's key staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of key staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff.
- 29.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.
- 29.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 29.0 (Subcontracting) or a blanket consent to any further subcontracting.

### **30.0 RISK OF LOSS**

Contractor bears the full risk of loss due to total or partial destruction of any software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by the County as evidenced by the County's signature on delivery documents.

### **31.0 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT**

- 31.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment records and other records relating to its performance of this Contract. Contractor agrees that the County or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by Contractor and must be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by 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, Contractor must 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.

- 31.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 31.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 31.4 If, at any time during the entire Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of 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 Contractor, then the difference will be either: a) repaid by 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 Contractor from the County, whether under this Contract or any other agreement. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **31.5 Audit and Inspection, Information Security and Privacy Requirements**

#### **a. Self-Audits**

Contractor must periodically conduct audits, assessments, testing of its System of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits must 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.

Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor must 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 Contractor that contains any County Information, Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in Contractor's information systems, products, and Services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Paragraph 31.5 (Audit

and Inspection, Information Security and Privacy Requirements) must be provided at no charge to the County.

b. County Requested Audits

At the County's expense, it or an independent third-party auditor it commissions, will have the right to audit Contractor's infrastructure, security and privacy practices, data center, Services and/or Systems storing or processing the County Information via an onsite inspection at least once a year. Upon the County's request Contractor must complete a questionnaire regarding Contractor's information security and/or privacy program. The County will pay for the County requested audit unless the auditor finds that Contractor has materially breached this Contract, in which case Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Paragraph 31.5 (Audit and Inspection, Information Security and Privacy Requirements), the County may exercise its termination rights provided by this Contract.

A County requested audit will be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect 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. Contractor must 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 will extend to any regulators with oversight of the County. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party, and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits. Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction, other equitable relief, or make any admission, in any case, on behalf of the County without the County's prior express written approval.



c. County Audit Settlements

If, at any time during or after the Term of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit reasonably and accurately find that the County's dollar liability for such Work is less than payments made by County to Contractor, then the difference, together with the County's reasonable costs of audit, will be either repaid by Contractor to the County by cash payment upon demand or deducted from any amounts due to Contractor from the County, as determined by the County. If such audit finds County's dollar liability for such Work is more than payments made by the County to Contractor, then the difference will be repaid to Contractor by cash payment.

**32.0 COUNTY'S QUALITY ASSURANCE PLAN**

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

**33.0 CONFLICT OF INTEREST**

33.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.

33.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that create or appear to create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County Project Director. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 33.0 (Conflict of Interest) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

33.3 The terms and procedures of this Paragraph 33.0 (Conflict of Interest) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

#### **34.0 COMPLIANCE WITH APPLICABLE LAW**

34.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

34.2 Contractor must indemnify, defend, and hold harmless the 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 the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 34.0 (Compliance with Applicable Law) must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the County without the County's prior express written approval.

34.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the County's regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor is responsible for staying apprised of any and all relevant changes in the law, including, but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law. Contractor must also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by the County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or

constructive notice. The County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the state and the federal government, as applicable to this Contract.

- 34.4 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

### **35.0 FAIR LABOR STANDARDS**

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

### **36.0 COMPLIANCE WITH CIVIL RIGHTS LAW**

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

### **37.0 RESTRICTIONS ON LOBBYING - FEDERAL FUNDS PROJECTS**

If any federal funds are to be used to pay for any portion of Contractor's Work under this Contract, the County will notify Contractor in writing in advance of such payment and Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and will ensure that each of its Subcontractors receiving funds provided under this Contract also fully complies with all applicable certification and disclosure requirements.

### **38.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 38.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain from all its employees and Subcontractors performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.
- 38.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

### **39.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the entire Term of this Contract.

### **40.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS**

- 40.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings and job requirements to: [GAINSTART@DPSS.LACOUNTY.GOV](mailto:GAINSTART@DPSS.LACOUNTY.GOV) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.
- 40.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

### **41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, Contractor and the County agree that, during the entire Term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an

employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

#### **43.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **43.1 Responsible Contractor**

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

##### **43.2 Chapter 2.202 of the County Code**

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

##### **43.3 Non-responsible Contractor**

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

##### **43.4 Contractor Hearing Board**

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

- 43.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County Project Director will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.
- 43.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the County Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 43.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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 Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.
- 43.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 43.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **43.5 Subcontractors of Contractor**

The terms and procedures of this Paragraph 43.0 (Contractor Responsibility and Debarment) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

#### **44.0 FEDERAL ACCESS TO RECORDS**

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four years following the furnishing of Services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services described in United States Code Section 1395 through any Subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such Subcontract must provide for such access to the Subcontract, books, documents and records of the Subcontractor.

#### **45.0 REQUIRED CERTIFICATIONS**

Contractor must obtain and maintain in effect during the entire Term of this Contract all licenses, permits, registrations, accreditations and certificates required by all federal, state, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Contract. Contractor must further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, must obtain and maintain in effect during the Term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives will be provided, if required by law, in duplicate, to County Project Manager at the address set forth in Exhibit D (County's Administration) to this Contract.

#### **46.0 NO THIRD-PARTY BENEFICIARIES**

Notwithstanding any other provision of this Contract, Contractor and the County do not in any way intend that any person or entity will acquire any rights as a third-party beneficiary of this Contract, except that this provision will not be construed to diminish Contractor's indemnification obligations hereunder.

#### **47.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER**

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

#### **48.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law) to this Contract, in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **49.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Contractor must notify and provide to its employees and must require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) to this Contract, Safely Surrendered Baby Law of this Contract.

#### **50.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

50.2 As required by the 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 must during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code



Section 10810.5, and must implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50.0 (Contractor's Warranty of Adherence to the County's Child Support Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 20.0 (Termination for Default) above, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## **52.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **52.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **52.2 Written Employee Jury Service Policy**

52.2.1 Unless 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 must have and adhere to a written policy that provides that its Employees must receive from Contractor, on an annual basis, no less than five Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

52.2.2 For purposes of this Paragraph 52.2 (Written Employee Jury Service Policy), "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: i) the lesser number is a recognized industry standard as determined by the County, or ii) 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 this Contract, the Subcontractor is also be subject to the provisions of this Paragraph 52.2 (Written Employee Jury Service Policy). The provisions of this Paragraph 52.2 (Written Employee Jury Service Policy) must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

52.2.4 Contractor's violation of this Paragraph 52.2 (Written Employee Jury Service Policy) may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **53.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice

will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **55.0 DISPUTE RESOLUTION PROCEDURE**

- 55.1 Contractor and the County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes will be subject to the provisions of this Paragraph 55.0 (Dispute Resolution Procedure) and other provisions in this Contract (such provisions will be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 55.2 Contractor and the County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder.
- 55.3 Neither party will delay or suspend its performance during the Dispute Resolution Procedure.
- 55.4 In the event of any dispute between the parties with respect to this Contract, Contractor and the County will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 55.5 If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 55.6 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to Contractor's chief operating officer or designee, and the Department's Chief Information Officer. These persons will have ten Days to attempt to resolve the dispute.
- 55.7 If 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/or its rights and remedies as provided by law.
- 55.8 All disputes utilizing this Dispute Resolution Procedure must be documented in writing by each party and will state the specifics of each alleged dispute and all actions taken. The parties will act in good faith to resolve all disputes. At all three levels described in this Paragraph 55.0 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties' respective representatives, either orally, face-to-face meeting, by telephone, or in writing by exchange of correspondence.
- 55.9 Notwithstanding the foregoing, in the event of the County's infringement of Contractor's intellectual property rights under this Contract or violation by either party of the confidentiality obligations hereunder, the violated party will have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

55.10 Notwithstanding any other provision of this Contract, the County's right to seek injunctive relief to enforce the provisions of Paragraph 16.0 (Confidentiality) above, will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the County's rights and will not be deemed to impair any claims that the County may have against Contractor or the County's rights to assert such claims after any such injunctive relief has been obtained.

#### **56.0 ASSIGNMENT BY COUNTY**

This Contract may be assigned in whole or in part by the County, without the further consent of Contractor, to a party which is not a competitor of Contractor, and which agrees in writing to perform the County's obligations under this Contract.

#### **57.0 NEW TECHNOLOGY**

Contractor and the County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the Term of this Contract. The County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager must, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques which Contractor considers to be applicable to the System. Specifically, upon the County's request, Contractor must provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. The County, at its sole discretion, may request that this Contract be amended to incorporate the new technologies, methodologies, and techniques into the System.

#### **58.0 UNLAWFUL SOLICITATION**

Contractor must inform all its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and must take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

#### **59.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

#### **60.0 AUTHORIZATION WARRANTY**

Contractor represents and warrants that the person executing this Contract for

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

#### **61.0 VALIDITY**

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

#### **62.0 SEVERABILITY**

If any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Contract, if practicable, and will in no way affect, impair or invalidate any other provision contained herein. If any such provision is deemed invalid in its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Contract is adjudged void or invalid for any reason whatsoever but would be valid if part of the wording thereof were deleted or changed, then such provision will apply with such modifications as may be necessary to make it valid and effective.

#### **63.0 NOTICES**

- 63.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, will be in writing and will be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt, (ii) by first class registered or certified mail, postage prepaid, or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices will be deemed given at the time of signed receipt in the case of hand delivery, three Days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten Days prior written notice thereof to the other party.
- 63.2 To the County: Notices must be sent to the attention of County Project Manager and County Project Director at the respective addresses specified in Exhibit D (County's Administration) to this Contract.
- 63.3 To Contractor: Notices must be sent to the attention of Contractor's Project Manager at the address specified in Exhibit E (Contractor's Administration) to this Contract, with a copy to Contractor's Project Director.
- 63.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 63.0 (Notices) by giving written notice of the change to the other party, subject to the County's right of approval in accordance with Paragraph 8.3 (Approval of Contractor's Staff) above.

#### **64.0 ARM'S LENGTH NEGOTIATIONS**

This Contract is the product of arm's length negotiations between Contractor and the County, with each party having had the opportunity to receive advice from and

representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either as the drafter or otherwise.

#### **65.0 RE-SOLICITATION OF BIDS AND PROPOSALS**

65.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, the County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and Services delivered or contemplated under this Contract. The County will make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

65.2 Contractor acknowledges that the County, in its sole discretion, may enter into an agreement for the future provision of goods and Services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

#### **66.0 RECYCLED BOND PAPER**

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

#### **67.0 FORCE MAJEURE**

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

67.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor is not 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 Paragraph 67.0 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

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

## **68.0 NON-EXCLUSIVITY**

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

## **69.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

## **70.0 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 will, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **71.0 ACCESS TO COUNTY FACILITIES**

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities may be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County-observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Manager, which approval will not be unreasonably withheld. Contractor must have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel will be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Manager.

## **72.0 COUNTY FACILITY OFFICE SPACE**

For Contractor to perform Services hereunder and only for the performance of such Services, the County may elect, subject to the County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County Project Manager at County facilities, on a non-exclusive use basis. The County will also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Contract. The County disclaims all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

### **73.0 PHYSICAL ALTERATIONS**

Contractor must not in any way physically alter or improve any County facility without the prior written approval of the County Project Director and the Director of County's Internal Services Department, in their discretion.

### **74.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Contractor must use reasonable efforts to ensure that no employee of Contractor or its Subcontractors performs Services under this Contract while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

### **75.0 TIME OFF FOR VOTING**

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

### **76.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

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

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

76.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 77.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

### **77.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph 77.0 (Compliance with Fair Chance Employment Practices) of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

### **78.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

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/>). 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. Contractor, its employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

#### **79.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

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

#### **80.0 INTENTIONALLY OMITTED**

#### **81.0 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 entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract may also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all the Services set forth in this Contract.

#### **82.0 COMPLAINTS**

82.1 Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

#### **82.2 Complaint Procedures**

- a. Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to complaints.
- b. The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

- c. If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- d. If, at any time, Contractor wishes to change Contractor's policy, Contractor must again submit proposed changes to the County for approval.
- e. Contractor must preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- f. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- g. Copies of all written responses must be sent to the County Project Manager within five Business Days of mailing to the complainant.

**83.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

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

The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 9.0 (Amendments and Change Notices) above, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

**84.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar software, Service Levels, software models, components, goods or Services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County. The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 84.0 by review of Contractor's books and records.

**85.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

85.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must 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.

- 85.2 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
  - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
  - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
  - d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 85.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 85.4 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.
- 85.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable federal and state laws and regulations to the end that no person must, 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.
- 85.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 85.0 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 85.7 If the County finds that any provisions of this Paragraph 85.0 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. 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 Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

- 85.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 85.9 The terms and procedures of this Paragraph 85.0 (Nondiscrimination of Affirmative Action) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

## **86.0 PUBLIC RECORDS ACT**

- 86.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 86.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County for all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **87.0 DISCLOSURE OF CONTRACT**

### **87.1 Disclosure**

Contractor must not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Contract to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor must, to the extent allowed by law or such order, promptly notify County Project Director. Thereafter, Contractor must comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor must delay such compliance and cooperate with the County to obtain relief from such obligations to disclose until the County has been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit Contractor from publicizing its role under this Contract under the following conditions:

- Contractor must develop all publicity material in a professional manner.
- During the Term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seal of the County or any County department without the prior written consent of County Project Director for each such item.

87.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 87.0 (Disclosure of Contract) will apply.

### **87.3 Required Disclosure**

Notwithstanding any other provision of this Contract, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

## **88.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

### **88.1 County Materials**

Contractor agrees that the County, as applicable, will own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules, Departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or Work Products originated or created solely for the County, as applicable, through Contractor's Work pursuant to this Contract and any County data whether provided by the County or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "County Materials"). Contractor, therefore, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five years subsequent to the Term of this Contract, Contractor must retain all of Contractor's working papers prepared under this Contract, including to the extent necessary County Materials. The County will have the right to inspect all such working papers, make copies thereof and use the working papers and the information contained therein.

### **88.2 Transfer to County**

The County will have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and

transfer of rights will be borne by the County. Further, the County will have the right to assign, license or otherwise transfer all County's right, title, and interest, including, but not limited to, copyrights and patents, in and to County Materials.

### **88.3 Proprietary and Confidential**

All materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Director as proprietary or confidential, and be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Contract, the County will not be obligated in any way under this Contract for:

- a. Any disclosure of any materials which the County is required to make under the California Public Records Act or otherwise by any state or federal law or order of court, or
- b. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

88.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

88.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under Paragraph 88.4 above.

88.6 All the rights and obligations of this Paragraph 88.0 (Ownership of Materials, Software and Copyright) will survive the expiration or termination of this Contract.

### **89.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

89.1 Contractor must indemnify, hold harmless and defend the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. The County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support Contractor's defense and settlement thereof.

89.2 In the event any software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, must either:

- a. Procure for the County all rights to continued use of the questioned software product, or

- b. Replace the questioned software product with a non-questioned item, or
  - c. Modify the questioned software so that it is free of claims.
- 89.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

## **90.0 DATA DESTRUCTION**

If Contractor has maintained, processed, or stored County data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information has 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:

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

Contractor must 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. Contractor must provide the County with written certification, within ten Business Days of removal of any electronic storage equipment and devices that validates that all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **91.0 ELIGIBLE ENTITIES**

The County and Contractor agree that Eligible Entities may purchase products or services defined herein under the same terms and conditions as the County, subject to any applicable local purchasing ordinances and laws of the State of California.

For purposes of this Contract, an Eligible Entity is any public law enforcement/public safety agency whose procurement rules, whether internal or enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as this RFP.

The terms and conditions of this Contract will be made available, upon request, to public law enforcement/public safety agencies, "Eligible Entities", upon request.

The County will not be construed as a dealer, re-marketer, representative, partner, or agent of any type, of Contractor. Eligible Entities will be solely responsible for

ordering services and products under this County Contract. Payments for services and products ordered by an Eligible Entity will be the exclusive obligation of such Eligible Entity.

The County will not be obligated, liable, or responsible for any order made by any Eligible Entity or any employee thereof, or for any payment required to be made with respect to such order, and that any disputes between Eligible Entities and Contractor are not the responsibility of the County. The exercise of any rights or remedies of the Eligible Entities or Proposer will be the exclusive obligation of such parties.

The County makes no representation or guaranty with respect to any minimum purchases by the County, or any Eligible Entity or any employee thereof, under this County contract or any Eligible Entity contract.

Notwithstanding any additional or contrary terms in the Eligible Entity's contract, the applicable provisions of this Contract (except for price, scope of work, product delivery, passage of title, risk of loss to equipment, and warranty conditions) will govern the purchase and sale of the services or products ordered by the Eligible Entities.

**92.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM (IF APPLICABLE)**

92.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

92.2 Contractor must 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 LSBE.

92.3 Contractor must 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 LSBE.

92.4 If Contractor has obtained certification as a LSBE 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, must:

- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
- b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
- c. 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 will also apply to any business that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**93.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM (IF APPLICABLE)**

- 93.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the County Code.
- 93.2 Contractor must 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 SE.
- 93.3 Contractor must 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 SE.
- 93.4 If Contractor has obtained County certification as a SE 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, Contractor must:
  - a. Pay to the County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded,
  - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
  - c. 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 will also apply to any entity that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**94.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM (IF APPLICABLE)**

- 94.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 94.2 Contractor must 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 DVBE.

- 94.3 Contractor must 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 DVBE.
- 94.4 If Contractor has obtained certification as a DVBE 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, Contractor must:
- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
  - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
  - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **95.0 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE**

At the direction of the Board of Supervisors, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov).

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

CONTRACTOR: ZETRON, INC.

Name

By 

Name

Scott French, President & Executive GM

Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

EDWARD YEN, Executive Officer  
of the Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

Cammy C. DuPont

Digitally signed by Cammy C.  
DuPont  
Date: 2024.06.04 14:53:53 -07'00'

By \_\_\_\_\_

Cammy C. DuPont  
Principal Deputy County Counsel

# EXHIBIT A

## STATEMENT OF WORK

DRAFT

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**SOW EXHIBITS**

Attachment A.1 - Contract Discrepancy Report

DRAFT

## **1.0 OBJECTIVE**

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) seeks a Contractor to provide system maintenance and technical services for the Department's Acom Dispatch Console System (System), including all core equipment, alarm system and all affiliated equipment to insure reliable and accurate operations.
- 1.2 Contractor's Services must include but are not limited to: break-fix maintenance, technical support, and other Professional Services.

## **2.0 BACKGROUND**

### **2.1 System Overview**

The System is a critical component of the Department's voice communication system, which connects the Department's Computer Aided Dispatch (CAD) system with the voice radio system, as well as dispatchers in the Department's communications center.

### **2.2 Functional Overview**

The System provides mission-critical radio communications for all aspects of the Department's radio operations. The System connects the in-vehicle radios, the handheld radios, the CAD system, as well as radios at the stations with the Department's communications center. There is some custom functionality that is incorporated into the Department's current CAD system; however, these functionalities will not be implemented in the new CAD system.

## **3.0 GENERAL REQUIREMENTS**

Contractor must provide the following:

- a. Item 1: Maintenance for all equipment items categorized in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations).
- b. Item 2: Maintenance for all software and firmware items categorized in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations).
- c. Item 3: Preventive maintenance and quarterly firmware and software updates for Items 1 and 2 above.

## **4.0 SPECIFIC REQUIREMENTS**

- 4.1 Contractor must provide Maintenance and Support Services (Services) to the System, including all core equipment, alarm system and all affiliated equipment to insure reliable and accurate operations. Refer to Exhibit B (Equipment List and Locations) to the Contract, for a detailed inventory of all Zetron equipment, along with corresponding sites and equipment lists.
- 4.2 Contractor must provide support during normal business hours (Monday-Friday, 6 A.M.-5 P.M. PST) with a two-hour response time and provide 24/7 remote emergency support service for problems as it relates to all items in 1, 2, and 3. All service calls made to Contractor and answered by a voicemail must be returned within two hours.

- 4.3 Response Time, as used in this Statement of Work, is defined as the total elapsed time from the time the County notifies Contractor that a failure has occurred, until such time as the appropriate maintenance person arrives at the site or contacts the County and begins diagnosing the problem. For hardware replacements, Response Time will be defined as the time elapsed from the time the County notifies Contractor until the time of shipment from Contractor. This time does not include shipping or customs delays.
- 4.4 If the system failure prevents “live dispatch” from being operational, Contractor will be allowed 24 hours to find a Workaround acceptable to the County.
- 4.5 Contractor must provide factory repairs for Items 1-3 listed in Paragraph 3.0 (General Requirements) above, throughout the entire Term of the Contract. Contractor is responsible for picking up the equipment that needs repair or service. For equipment that needs to be shipped out to Contractor for repairs, Contractor must provide a Return Merchandise Authorization (RMA) to the County’s Internal Services Department (ISD). ISD will provide a staging area within their radio shop for Contractor to pick up the equipment. If the equipment is damaged due to neglect, and/or reasonable determination can be shown that it was the County’s fault, Contractor must notify County Project Manager with a fault report proving the neglect with an estimate to repair or replace the equipment. The County must approve any additional cost repairs prior to Contractor providing Work.

For returns that are shipped to Contractor, Contractor must match the incoming shipment method when returning products to the County. If the County elects to expedite the outgoing shipment beyond Contractor’s provided match, the County, in its sole expense, will bear responsibility for full shipment charges. Shipping is always FOB Origin unless otherwise agreed to by the parties. The County, in its sole expense, will pay all shipping and insurance charges when returning equipment to Contractor.

- 4.6 Contractor must respond to System trouble calls from the County’s technical staff. It is understood that ISD will respond first to any trouble calls to triage and identify the issue reported by the County. ISD will subsequently contact Contractor for remote technical support. If ISD’s technical staff require on-site assistance, Contractor in conjunction with the County will schedule a date and time to meet at the remote location to resolve the issue.
- 4.7 The County will provide a secure remote connection to the System for Contractor. Contractor must use that secure connection to maintain its own remote access to the System for remote monitoring, alarm reporting and troubleshooting. Contractor must ensure that their remote connection is accessible to their staff that are on standby via the 24/7 contact number for trouble calls.
- 4.8 Contractor must respond to all alarms once notified, based on the Severity Levels listed in Paragraph 4.2.1 (Problem Correction Priorities) of Exhibit C (Service Level Agreement). Problems that prevent the actual execution or capabilities for the County to perform dispatch operations are the highest priority and Contractor must make every effort to respond.



- 4.9 Contractor must notify the County's NetWork Operation Center (NOC) prior to beginning Work on the System or performing any Updates. All Work or maintenance on the System must be approved by the County. Contractor must provide the NOC with a Method of Procedure (MOP) that gives a detailed description of the following:
- Work that needs to be performed, where it needs to be performed, and who will perform the Work,
  - How the Work affects live operations, and
  - How to restore the system should anything fail during the maintenance period.
- 4.10 Contractor must perform semi-annual system Preventive Maintenance (PM) on the System. Both the County and Contractor will work together to ensure all equipment is up to date with firmware and hardware as needed. The PM must be scheduled with the County to be performed in the spring and fall months. The PM must include updating the equipment's documentation (e.g., maintenance records) with the latest performance results and/or any equipment changes or modifications. Contractor may work with ISD's technical staff to assist in PMs.
- 4.11 The County and Contractor are responsible for notifying each other, in writing, of the addition or deletion of any equipment. When changes occur, the County and/or Contractor must provide each other a detailed report of the equipment status, including, but not limited to:
- Model number,
  - Serial number, and
  - Installation/deinstallation information.

Failure to notify the parties of changes may result in equipment not being covered under the Contract. If Contractor fails to provide the report, the County will record the time it takes to correct the documentation at a rate of \$140 per hour and deduct it from the yearly maintenance fees. Any omissions or inaccuracies resulting from the addition/deletion of such equipment without written notification to the parties are the responsibility of the party (Contractor or the County) conducting the Work.

- 4.12 Any request by the County for Optional Work will require an executed Change Notice prior to implementation of any Work [refer to Paragraph 8.0 (Optional Work) below]. If the Optional Work request is a part of a discovered issue and/or minor in nature, then the Work performed by Contractor will be completed at Contractor's sole expense.

## **5.0 SCOPE OF SERVICES**

### **5.1 Routine Maintenance**

- 5.1.1 Contractor must provide routine Services Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M.
- 5.1.2 Contractor is not required to provide routine Services on County-recognized holidays. County Project Manager will provide a list of County-recognized holidays upon request.

5.1.3 Contractor must provide remote technical support 24/7 via a service number (877-284-4616).

## **5.2 Urgent Repairs**

If the issue is severe enough to affect dispatch operation, Contractor must respond to the call based on the Severity Levels listed in Paragraph 4.2 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement).

## **6.0 RESPONSIBILITIES**

### **6.1 County**

The County's specific duties will include:

6.1.1 Designating a County Project Manager who will serve as the primary point of contact for Contractor.

6.1.2 Monitoring Contractor's performance in the daily operation of the Contract.

6.1.3 Providing direction to Contractor in areas relating to policy, information and procedural requirements.

6.1.4 Coordinating appropriate schedules in connection with Contractor's services hereunder, and will provide other coordination activities which are necessary for Contractor to perform their services.

6.1.5 Providing two ISD technicians that are competent to perform routine operations and administrative function for the system, assist in troubleshooting, possible minor repair actions, ensure CAD connectivity and endpoints are functional.

6.1.6 Performing:

- Live alarm monitoring,
- Appropriate backups, and
- Assists Contractor in PM Work.

6.1.7 Performing appropriate tests following each repair or maintenance action performed by the Contractor.

### **6.2 Furnished Items**

The County will:

6.2.1 Provide adequate Uninterruptable Power System (UPS) power for the core equipment, including:

- the gateway computer,
- modems,
- monitor, and
- Network equipment.

- 6.2.2 Provide a facility service area that is ready in the event Contractor needs to Work on the equipment.
- 6.2.3 Provide adequate climate control 24/7 for all core equipment.
- 6.2.4 Ensure all equipment sent to Contractor for repairs or inspection is properly packed with a trouble log clearly noting what the concern or issue is.
- 6.2.5 Ensure all County Network connections that are an integral part of the System are functional.
- 6.2.6 Ensure all devices are working properly.
- 6.2.7 Establish a Virtual Private NetWork (VPN) access to the core equipment for Contractor to remotely access the System.
- 6.2.8 Ensure site access to all County facilities to service the equipment.

### **6.3 Contractor**

#### **6.3.1 Contractor Project Manager**

- 6.3.1.1 Contractor must provide a full-time Project Manager with at least five years of experience managing projects of identical or similar nature, to act as the central point of contact for the County.
- 6.3.1.2 Contractor Project Manager must have full authority to act for Contractor on all matters relating to the daily operations of the Contract.
- 6.3.1.3 Contractor Project Manager must be able to effectively communicate in English, both orally and in writing.
- 6.3.1.4 Contractor must provide a telephone number where Project Manager may be reached on a 24/7 basis.
- 6.3.1.5 Contractor Project Manager must return all calls within two hours.

#### **6.3.2 Contractor Personnel**

- 6.3.2.1 Contractor must provide enough personnel to perform the required Work.
- 6.3.2.2 At least one employee on-site must be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2.3 Contractor's personnel will be required to pass the Department background check in accordance with Paragraph 8.5 (Background and Security Investigations) of the Contract.

#### **6.3.3 Uniforms/Identification Badges**

- 6.3.3.1 Contractor personnel assigned to County facilities must wear an appropriate uniform. All uniforms, as required and approved by the County Project Director, must be provided by and at Contractor's expense.

6.3.3.2 Contractor personnel uniform must consist of a shirt with the company name on it. Uniform pants are optional.

6.3.3.3 Contractor must ensure all Contractor employees obtain and prominently display Department-provided identification badges while at any County-designated location that will be on-site pursuant to Paragraph 8.4 (Contractor's Staff Identification), of the Contract.

#### **6.3.4 Materials and Equipment**

The purchase of all materials/equipment to provide the needed Services is the responsibility of Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee. The materials to be provided by Contractor will be only those parts and supplies incidental to the required repair Work.

#### **6.3.5 Training for Contractor Personnel**

6.3.5.1 Contractor must provide training programs for all its new employees and continuing in-service training for all its employees that will provide Work under the Contract.

6.3.5.2 All Contractor personnel must be competently trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

#### **6.7.3 Technical Training**

Technical training classes will be provided by Contractor at the County's request. The parties will agree as to whether the training classes will be conducted at on-site or at Contractor's location.

Technical classes must include both operation and technical content, but primarily focus on technical function, installation, configuration/programming, and maintenance of the System and console equipment.

#### **6.7.4 Operation Training**

Operation training classes will be provided by Contractor at the County's request. Contractor must provide these training classes on-site.

#### **6.7.5 Operation Train-the-Trainer**

Operation train-the-trainer classes will be provided by Contractor at the County's request. Contractor must provide these training classes onsite.

#### **6.3.6 Contractor's Office**

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, with at least one employee who can respond to inquiries and complaints which may be received regarding Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. Contractor

must answer calls received by the answering service within two hours of receipt of the call.

### **6.3.7 Travel**

Any and all travel-related costs are the responsibility of Contractor. The County will not be responsible for paying or reimbursing Contractor for any travel-related costs for its employees or agents.

### **6.3.8 License(s)**

Throughout the entire Term of the Contract, Contractor must possess and maintain current the following:

- i. one of the following: a valid county business license, permit or Tax Registration from the city or county in which the Contractor's business operates.
- ii. a Commercial General Radiotelephone Operator Federal Communications Commission (FCC) license.

## **7.0 WORK SCHEDULES**

- 7.1 Contractor must submit for review and approval a Work schedule for each County facility to County Project Manager within ten Business Days prior to starting Work. Work schedules must be set on an annual calendar basis identifying all the required on-going maintenance tasks and task frequencies. At a minimum, the schedules must list the time frames by day of the week, morning, afternoon, and the tasks to be performed.
- 7.2 The Contractor must submit revised schedules when actual performance differs substantially from planned performance. The said revisions must be submitted to the County Project Manager for review and approval within five Business Days prior to scheduled time for Work.

## **8.0 OPTIONAL WORK**

- 8.1 County Project Manager may authorize Contractor to perform Optional Work for an agreed-upon firm fixed price per Service, including, but not limited to, repairs and replacements when the need for such Work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 8.2 Prior to performing any Optional Work, Contractor must provide to the County a written description of the Work to be performed and a quote for a Maximum Fixed Price in accordance with Paragraph 3.3.3 (Optional Work) of the Contract.
- 8.3 If the Optional Work exceeds Contractor's Maximum Fixed Price quote, Contractor must receive County Project Director's written approval.
- 8.4 Contractor must commence all Optional Work following receipt of a fully executed Change Notice, and on the date agreed to by the parties. Contractor must proceed diligently to complete said Work within the time allotted.

8.5 The County reserves the right to perform Optional Work itself or assign the Work to another contractor.

## **9.0 PARTS AND PRICING**

9.1 Contractor agrees to provide the County with a price discount of 15% based on the Contractor's then-current Manufacturer's Suggested Retail Price (MSRP) for individual parts or product packages [refer to Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations)].

9.2 In the event the County opts to purchase product packages rather than individual parts, it is agreed that the prices for such packages will only be subject to modification once per calendar year. Any adjustments to package prices must be communicated to the County, in writing, at least 30 Business Days prior to the proposed effective date.

9.3 The County's request to purchase parts alone (without Contractor's services) is not allowable through the Contract.

## **10.0 QUALITY CONTROL**

Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan must be made available upon the County's request. The plan must include, but may not be limited to, the following:

10.1 Method of monitoring to ensure that Contract requirements are being met.

10.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

## **11.0 QUALITY ASSURANCE PLAN**

The County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Paragraph 32.0 (County's Quality Assurance Plan) of the Contract.

11.1 In addition to County contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance. The County will be solely responsible in ensuring either (i) these personnel will not have access to confidential information, or (ii) if they will have such access, it is only because such personnel have a need to know for purposes of fulfilling the Contract.

11.2 At various times throughout the Contract Term, but not exceeding two times per year, Contractor must attend meetings called by the County. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice 14 Days prior to the meeting as to the date, time, and location. Contractor is required to attend scheduled meetings.

### **11.3 Contract Discrepancy Report (CDR)**

11.3.1 Verbal notification of a Contract discrepancy will be made to Contractor Project Director as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a reasonable time period mutually agreed upon by the County and Contractor.

11.3.2 If County Project Manager determines a formal CDR (refer to Attachment A.1 to this SOW) must be issued, upon receipt of a CDR, Contractor is required to respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to County Project Manager within ten Business Days of receipt of a CDR.

DRAFT

# CONTRACT DISCREPANCY REPORT

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATES: Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_



## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	247813	ALD	COMM ROOM	SF000007
ZETRON	905-0428	MEDIA DOCK XS	905-0428	242691	ALD	DISPATCHER	SF000017
ZETRON	802-1582	DUAL FOOTSWITCH	802-1582	320023047	ALD	DISPATCHER	SF000015
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0103	035865	ALD	DISPATCHER	SF000012
DELL	XE5	SMALL FORM STANDARD PC	802-5160	279CXG2	ALD	DISPATCHER	SF000016
ZETRON	901-9664	ACOM DESK MIC	901-9664	241346	ALD	DISPATCHER	SF000013
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241083	ALD	DISPATCHER	SF000008
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241208	ALD	DISPATCHER	SF000009
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241333	ALD	DISPATCHER	SF000010
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241305	ALD	DISPATCHER	SF000011
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239793	ALD	DISPATCHER	SF000014
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239824	ALD	DISPATCHER	SF000044
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860246	ALD	DISPATCHER	SF000005
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860206	ALD	DISPATCHER	SF000006
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	247802	AVA	COMM ROOM	SF000842
ZETRON	905-0428	MEDIA DOCK XS	905-0428	242791	AVA	DISPATCHER	SF000857
ZETRON	802-1582	DUAL FOOTSWITCH	802-1582	318817004	AVA	DISPATCHER	SF000860
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0103	0357632496AS	AVA	DISPATCHER	SF000854
DELL	XE5	SMALL FORM STANDARD PC	802-5160	272QXG2	AVA	DISPATCHER	SF000859
ZETRON	901-9664	ACOM DESK MIC	901-9664	241384	AVA	DISPATCHER	SF000849
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241008	AVA	DISPATCHER	SF000850
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241121	AVA	DISPATCHER	SF000851
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240946	AVA	DISPATCHER	SF000852
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241003	AVA	DISPATCHER	SF000853
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242148	AVA	DISPATCHER	SF000855
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242115	AVA	DISPATCHER	SF000856
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860197	AVA	DISPATCHER	SF000860
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060320	AVA	DISPATCHER	SF000861
ZETRON	905-0428	MEDIA DOCK XS	905-0428	242692	AVA	W/D	SF000840
ZETRON	802-1582	DUAL FOOTSWITCH	802-1582	320023031	AVA	W/D	SF000847
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0103	0358313496AS	AVA	W/D	SF000848
DELL	XE5	SMALL FORM STANDARD PC	802-5160	43BCXG2	AVA	W/D	SF000835
ZETRON	901-9664	ACOM DESK MIC	901-9664	241372	AVA	W/D	SF000846
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241214	AVA	W/D	SF000841
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241258	AVA	W/D	SF000843
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241223	AVA	W/D	SF000844
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241071	AVA	W/D	SF000845
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236917	AVA	W/D	SF000838

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236852	AVA	W/D	SF000839
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060318	AVA	W/D	SF000836
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060321	AVA	W/D	SF000837
ZETRON	905-0152	RADIO GATEWAY ARG	905-0152	247823	CAS	COMM ROOM	SF0001224
ZETRON	905-0217	MEDIA DOCK XS	905-0217	242709	CAS	DISPATCHER	SF0001234
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	318817014	CAS	DISPATCHER	SF0001233
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	035855	CAS	DISPATCHER	SF0001230
DELL	XE15	SMALL FORM STANDARD PC	802-5170	279DXG2	CAS	DISPATCHER	SF0001235
ZETRON	901-9674	ACOM DESK MIC	901-9674	241379	CAS	DISPATCHER	
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242244	CAS	DISPATCHER	SF0001227
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242305	CAS	DISPATCHER	SF0001228
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242307	CAS	DISPATCHER	SF0001225
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242314	CAS	DISPATCHER	SF0001226
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239820	CAS	DISPATCHER	SF0001232
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239891	CAS	DISPATCHER	SF0001231
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260353	CAS	DISPATCHER	SF0001248
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260351	CAS	DISPATCHER	SF0001247
ZETRON	905-0438	MEDIA DOCK XS	905-0438	242701	CAS	W/D	SF0001229
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	320023058	CAS	W/D	SF0001245
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	035867	CAS	W/D	SF0001242
DELL	XE15	SMALL FORM STANDARD PC	802-5170	274RXG2	CAS	W/D	SF0001246
ZETRON	901-9674	ACOM DESK MIC	901-9674	241388	CAS	W/D	
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242308	CAS	W/D	SF0001238
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242309	CAS	W/D	SF0001239
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242304	CAS	W/D	SF0001241
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	2423000	CAS	W/D	SF0001240
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239798	CAS	W/D	SF0001243
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239813	CAS	W/D	SF0001244
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260347	CAS	W/D	SF0001236
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ102260349	CAS	W/D	SF0001237
ZETRON	905-7016	RADIO GATEWAY ARG	905-7016	247819	CEN	COMM ROOM	SF000365
ZETRON	905-7302	MEDIA DOCK XS	905-7302	242714	CEN	DISPATCHER	SF000353
ZETRON	802-1604	DUAL FOOTSWITCH	802-1604	320023024	CEN	DISPATCHER	SF000356
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0125	0357522496AS	CEN	DISPATCHER	SF000362
DELL	XE27	SMALL FORM STANDARD PC	802-5182	439PXG2	CEN	DISPATCHER	SF000352
ZETRON	901-9686	ACOM DESK MIC	901-9686	241997	CEN	DISPATCHER	SF000361
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242368	CEN	DISPATCHER	SF000359
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242376	CEN	DISPATCHER	SF000357

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242389	CEN	DISPATCHER	SF000360
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242366	CEN	DISPATCHER	SF000358
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239880	CEN	DISPATCHER	SF000354
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239827	CEN	DISPATCHER	SF000355
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060361	CEN	DISPATCHER	SF000363
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060365	CEN	DISPATCHER	SF000364
ZETRON	905-0450	MEDIA DOCK XS	905-0450	2422660	CEN	W/D	SF000351
ZETRON	802-1604	DUAL FOOTSWITCH	802-1604	320023040	CEN	W/D	SF000349
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0125	0358662496AS	CEN	W/D	SF000206
DELL	XE27	SMALL FORM STANDARD PC	802-5182	27HCXG2	CEN	W/D	SF000350
ZETRON	901-9686	ACOM DESK MIC	901-9686	242050	CEN	W/D	SF000207
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241091	CEN	W/D	SF000208
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241285	CEN	W/D	SF000344
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241094	CEN	W/D	SF000236
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241097	CEN	W/D	SF000345
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239722	CEN	W/D	SF000347
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239764	CEN	W/D	SF000348
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060339	CEN	W/D	SF000204
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060364	CEN	W/D	SF000205
ZETRON	905-1296	RADIO GATEWAY ARG	905-1296	247801	CER	COMM ROOM	SF000045
ZETRON	905-1582	MEDIA DOCK XS	905-1582	242712	CER	DISPATCHER	SF000058
ZETRON	802-1594	DUAL FOOTSWITCH	802-1594	318817011	CER	DISPATCHER	SF000056
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0115	0358412496AS	CER	DISPATCHER	SF000050
DELL	XE17	SMALL FORM STANDARD PC	802-5172	27BDXG2	CER	DISPATCHER	SF000057
ZETRON	901-9676	ACOM DESK MIC	901-9676	241399	CER	DISPATCHER	SF000051
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242292	CER	DISPATCHER	SF000049
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242330	CER	DISPATCHER	SF000046
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242329	CER	DISPATCHER	SF000047
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242252	CER	DISPATCHER	SF000048
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239799	CER	DISPATCHER	SF000054
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239822	CER	DISPATCHER	SF000055
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060335	CER	DISPATCHER	SF000052
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060236	CER	DISPATCHER	SF000053
ZETRON	905-0440	MEDIA DOCK XS	905-0440	242667	CER	W/D	SF000064
ZETRON	802-1594	DUAL FOOTSWITCH	802-1594	201701	CER	W/D	SF000071
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0115	038252496AS	CER	W/D	SF000061
DELL	XE17	SMALL FORM STANDARD PC	802-5172	27BRXG2	CER	W/D	SF000063
ZETRON	901-9676	ACOM DESK MIC	901-9676	241344	CER	W/D	SF000062

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242379	CER	W/D	SF000068
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242375	CER	W/D	SF000067
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242313	CER	W/D	SF000066
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242311	CER	W/D	SF000065
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236902	CER	W/D	SF000070
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236869	CER	W/D	SF000069
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060240	CER	W/D	SF000059
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ102060237	CER	W/D	SF000060
ZETRON	905-6444	RADIO GATEWAY ARG	905-6444	247799	CPT	COMM ROOM	SF000098
ZETRON	905-6730	MEDIA DOCK XS	905-6730	242688	CPT	DISPATCHER	SF000115
ZETRON	802-1603	DUAL FOOTSWITCH	802-1603	320023037	CPT	DISPATCHER	SF000113
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0124	0358792496AS	CPT	DISPATCHER	SF000106
DELL	XE26	SMALL FORM STANDARD PC	802-5181	43CDXG2	CPT	DISPATCHER	SF000114
ZETRON	901-9685	ACOM DESK MIC	901-9685	241391	CPT	DISPATCHER	SF000105
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241264	CPT	DISPATCHER	SF000107
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241298	CPT	DISPATCHER	SF000108
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241068	CPT	DISPATCHER	SF000109
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241222	CPT	DISPATCHER	SF000110
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236835	CPT	DISPATCHER	SF000112
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236865	CPT	DISPATCHER	SF000111
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860103	CPT	DISPATCHER	SF000104
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860102	CPT	DISPATCHER	SF000103
ZETRON	905-0449	MEDIA DOCK XS	905-0449	242716	CPT	W/D	SF000117
ZETRON	802-1603	DUAL FOOTSWITCH	802-1603	320023032	CPT	W/D	SF000118
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0124	0358752496AS	CPT	W/D	SF000099
DELL	XE26	SMALL FORM STANDARD PC	802-5181	435QXG2	CPT	W/D	SF000116
ZETRON	901-9685	ACOM DESK MIC	901-9685	241389	CPT	W/D	SF000100
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241074	CPT	W/D	SF000124
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241075	CPT	W/D	SF000123
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241301	CPT	W/D	SF000122
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241073	CPT	W/D	SF000121
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239760	CPT	W/D	SF000120
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239718	CPT	W/D	SF000119
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860107	CPT	W/D	SF000102
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860094	CPT	W/D	SF000101
ZETRON	905-0152	RADIO GATEWAY ARG	905-0152	255870	CVS	COMM ROOM	
ZETRON	905-0438	MEDIA DOCK XS	905-0438	242707	CVS	DISPATCHER	SF000717
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	320023049	CVS	DISPATCHER	SF000716

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	035863	CVS	DISPATCHER	SF000724
DELL	XE15	SMALL FORM STANDARD PC	802-5170	27GCXG2	CVS	DISPATCHER	SF000718
ZETRON	901-9674	ACOM DESK MIC	901-9674	242031	CVS	DISPATCHER	SF000719
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242326	CVS	DISPATCHER	SF000721
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242343	CVS	DISPATCHER	SF000720
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242250	CVS	DISPATCHER	SF000722
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242248	CVS	DISPATCHER	SF000723
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239825	CVS	DISPATCHER	SF000728
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239810	CVS	DISPATCHER	SF000727
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860358	CVS	DISPATCHER	SF000726
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260248	CVS	DISPATCHER	SF000725
ZETRON	905-0438	MEDIA DOCK XS	905-0438	242673	CVS	W/D	SF000714
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	320023043	CVS	W/D	SF000713
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	035754	CVS	W/D	SF000703
DELL	XE15	SMALL FORM STANDARD PC	802-5170	27CCXG2	CVS	W/D	SF000715
ZETRON	901-9674	ACOM DESK MIC	901-9674	241351	CVS	W/D	SF000710
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241207	CVS	W/D	SF000708
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241311	CVS	W/D	SF000709
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241212	CVS	W/D	SF000705
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241316	CVS	W/D	SF000704
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239773	CVS	W/D	SF000712
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239696	CVS	W/D	SF000711
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260345	CVS	W/D	SF000707
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260346	CVS	W/D	SF000706
ZETRON	905-5872	RADIO GATEWAY ARG	905-5872	247808	ELA	COMM ROOM	SF000176
ZETRON	905-6158	MEDIA DOCK XS	905-6158	240723	ELA	DISPATCHER	SF000168
ZETRON	802-1602	DUAL FOOTSWITCH	802-1602	320023030	ELA	DISPATCHER	SF000166
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0123	0358183496AS	ELA	DISPATCHER	SF000598
DELL	XE25	SMALL FORM STANDARD PC	802-5180	27KQXG2	ELA	DISPATCHER	SF000167
ZETRON	901-9684	ACOM DESK MIC	901-9684	241985	ELA	DISPATCHER	SF000169
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242249	ELA	DISPATCHER	SF000170
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242378	ELA	DISPATCHER	SF000171
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242372	ELA	DISPATCHER	SF000173
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242255	ELA	DISPATCHER	SF000172
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239739	ELA	DISPATCHER	SF000165
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239806	ELA	DISPATCHER	SF000164
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060247	ELA	DISPATCHER	SF000174
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060246	ELA	DISPATCHER	SF000175

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	905-0448	MEDIA DOCK XS	905-0448	242662	ELA	W/D	SF000160
ZETRON	802-1602	DUAL FOOTSWITCH	802-1602	320023020	ELA	W/D	SF000161
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0123	0358563496AS	ELA	W/D	SF000597
DELL	XE25	SMALL FORM STANDARD PC	802-5180	273GXG2	ELA	W/D	SF000159
ZETRON	901-9684	ACOM DESK MIC	901-9684	241992	ELA	W/D	SF000156
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241096	ELA	W/D	SF000155
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241102	ELA	W/D	SF000154
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241086	ELA	W/D	SF000152
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241304	ELA	W/D	SF000153
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239849	ELA	W/D	SF000157
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239701	ELA	W/D	SF000158
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060244	ELA	W/D	SF000163
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060243	ELA	W/D	SF000162
ZETRON	905-2440	RADIO GATEWAY ARG	905-2440	247609	IDT	COMM ROOM	SF000255
ZETRON	905-2726	MEDIA DOCK XS	905-2726	242659	IDT	DISPATCHER	SF000247
ZETRON	802-1596	DUAL FOOTSWITCH	802-1596	320023011	IDT	DISPATCHER	SF000232
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0117	0358173496AS	IDT	DISPATCHER	SF000246
DELL	XE19	SMALL FORM STANDARD PC	802-5174	275QXG2	IDT	DISPATCHER	SF000234
ZETRON	901-9678	ACOM DESK MIC	901-9678	241986	IDT	DISPATCHER	SF000245
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242279	IDT	DISPATCHER	SF000243
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242346	IDT	DISPATCHER	SF000242
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242227	IDT	DISPATCHER	SF000241
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242264	IDT	DISPATCHER	SF000240
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236858	IDT	DISPATCHER	SF000244
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236833	IDT	DISPATCHER	SF000260
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060245	IDT	DISPATCHER	SF000239
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060250	IDT	DISPATCHER	SF000260
ZETRON	905-0442	MEDIA DOCK XS	905-0442	242661	IDT	W/D	SF000235
ZETRON	802-1596	DUAL FOOTSWITCH	802-1596	320023026	IDT	W/D	SF000259
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0117	0358142496AS	IDT	W/D	SF000256
DELL	XE19	SMALL FORM STANDARD PC	802-5174	27CQXG2	IDT	W/D	SF000236
ZETRON	901-9678	ACOM DESK MIC	901-9678	241994	IDT	W/D	SF000264
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240996	IDT	W/D	SF000253
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240969	IDT	W/D	SF000252
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240976	IDT	W/D	SF000250
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241019	IDT	W/D	SF000251
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239853	IDT	W/D	SF000237
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239828	IDT	W/D	SF000238

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060252	IDT	W/D	SF000257
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060251	IDT	W/D	SF000258
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	247807	LAN	COMM ROOM	SF000300
ZETRON	905-0430	MEDIA DOCK XS	905-0430	242694	LAN	DISPATCHER	SF000308
ZETRON	802-1584	DUAL FOOTSWITCH	802-1584	320023012	LAN	DISPATCHER	SF000305
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0105	035836	LAN	DISPATCHER	SF000301
DELL	XE7	SMALL FORM STANDARD PC	802-5162	276FXG2	LAN	DISPATCHER	SF000310
ZETRON	901-9666	ACOM DESK MIC	901-9666	241999	LAN	DISPATCHER	SF000309
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241202	LAN	DISPATCHER	SF000304
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241289	LAN	DISPATCHER	SF000303
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241237	LAN	DISPATCHER	SF000287
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241292	LAN	DISPATCHER	SF000302
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239700	LAN	DISPATCHER	SF000306
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239759	LAN	DISPATCHER	SF000307
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860364	LAN	DISPATCHER	SF000312
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860357	LAN	DISPATCHER	SF000311
ZETRON	905-0429	MEDIA DOCK XS	905-0429	242708	LAN	W/D	SF000298
ZETRON	802-1583	DUAL FOOTSWITCH	802-1583	320023051	LAN	W/D	SF000274
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0104	035787	LAN	W/D	SF000290
DELL	XE6	SMALL FORM STANDARD PC	802-5161	27CRXG2	LAN	W/D	SF000299
ZETRON	901-9665	ACOM DESK MIC	901-9665	241995	LAN	W/D	SF000293
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242296	LAN	W/D	SF000295
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242308	LAN	W/D	SF000294
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242302	LAN	W/D	SF000291
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242406	LAN	W/D	SF000292
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239801	LAN	W/D	SF000296
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239875	LAN	W/D	SF000297
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860360	LAN	W/D	SF000288
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860361	LAN	W/D	SF000289
ZETRON	905-0108	RADIO GATEWAY ARG	905-0108	247806	LHS	COMM ROOM	SF000625
ZETRON	905-0043	MEDIA DOCK XS	905-0043	242663	LHS	DISPATCHER	SF000626
ZETRON	802-1590	DUAL FOOTSWITCH	802-1590	320023054	LHS	DISPATCHER	SF000627
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0111	035868	LHS	DISPATCHER	SF000628
DELL	XE13	SMALL FORM STANDARD PC	802-5168	27DFXG2	LHS	DISPATCHER	SF000629
ZETRON	901-9672	ACOM DESK MIC	901-9672	241981	LHS	DISPATCHER	SF000630
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240998	LHS	DISPATCHER	SF000632
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241036	LHS	DISPATCHER	SF000631
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241005	LHS	DISPATCHER	SF000634

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241035	LHS	DISPATCHER	SF000633
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236893	LHS	DISPATCHER	SF000636
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236876	LHS	DISPATCHER	SF000635
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060221	LHS	DISPATCHER	SF000638
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060225	LHS	DISPATCHER	SF000637
ZETRON	905-0436	MEDIA DOCK XS	905-0436	242658	LHS	W/D	SF000651
ZETRON	802-1590	DUAL FOOTSWITCH	802-1590	320023014	LHS	W/D	SF000649
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0111	035827	LHS	W/D	SF000648
DELL	XE13	SMALL FORM STANDARD PC	802-5168	275CXG2	LHS	W/D	SF000650
ZETRON	901-9672	ACOM DESK MIC	901-9672	241990	LHS	W/D	SF000641
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242382	LHS	W/D	SF000643
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242350	LHS	W/D	SF000642
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242347	LHS	W/D	SF000645
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241077	LHS	W/D	SF000644
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239887	LHS	W/D	SF000640
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239874	LHS	W/D	SF000639
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060222	LHS	W/D	SF000647
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060223	LHS	W/D	SF000646
ZETRON	905-5300	RADIO GATEWAY ARG	905-5300	247816	LKD	COMM ROOM	SF000203
ZETRON	905-5586	MEDIA DOCK XS	905-5586	242665	LKD	DISPATCHER	SF000194
ZETRON	802-1601	DUAL FOOTSWITCH	802-1601	320023022	LKD	DISPATCHER	SF000192
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0122	0358722496AS	LKD	DISPATCHER	SF000197
DELL	XE24	SMALL FORM STANDARD PC	802-5179	278FXG2	LKD	DISPATCHER	SF000193
ZETRON	901-9683	ACOM DESK MIC	901-9683	241350	LKD	DISPATCHER	SF000198
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242312	LKD	DISPATCHER	SF000199
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242266	LKD	DISPATCHER	SF000200
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242269	LKD	DISPATCHER	SF000201
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242286	LKD	DISPATCHER	SF000202
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236860	LKD	DISPATCHER	SF000190
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236882	LKD	DISPATCHER	SF000191
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860106	LKD	DISPATCHER	SF000195
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860101	LKD	DISPATCHER	SF000196
ZETRON	905-0447	MEDIA DOCK XS	905-0447	242686	LKD	W/D	SF000181
ZETRON	802-1601	DUAL FOOTSWITCH	802-1601	320023028	LKD	W/D	SF000189
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0122	0358042496AS	LKD	W/D	SF000179
DELL	XE24	SMALL FORM STANDARD PC	802-5179	277FXG2	LKD	W/D	SF000180
ZETRON	901-9683	ACOM DESK MIC	901-9683	241397	LKD	W/D	SF000186
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241243	LKD	W/D	SF000185



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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241309	LKD	W/D	SF000184
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241200	LKD	W/D	SF000183
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241310	LKD	W/D	SF000182
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239730	LKD	W/D	SF000188
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239731	LKD	W/D	SF000187
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ16206033	LKD	W/D	SF000177
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060235	LKD	W/D	SF000178
ZETRON	905-0152	RADIO GATEWAY ARG	905-0152	247821	LMT	COMM ROOM	SF000729
ZETRON	905-0087	MEDIA DOCK XS	905-0087	242706	LMT	DISPATCHER	SF000740
ZETRON	802-1591	DUAL FOOTSWITCH	802-1591	320023023	LMT	DISPATCHER	SF000731
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0112	035840	LMT	DISPATCHER	SF000736
DELL	XE14	SMALL FORM STANDARD PC	802-5169	276DXG2	LMT	DISPATCHER	SF000739
ZETRON	901-9673	ACOM DESK MIC	901-9673	241984	LMT	DISPATCHER	SF000730
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242228	LMT	DISPATCHER	SF000735
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242273	LMT	DISPATCHER	SF000734
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242345	LMT	DISPATCHER	SF000732
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242231	LMT	DISPATCHER	SF000733
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239802	LMT	DISPATCHER	SF000738
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239836	LMT	DISPATCHER	SF000737
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060232	LMT	DISPATCHER	SF000741
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060234	LMT	DISPATCHER	SF000742
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060228	LMT	DISPATCHER	SF000744
ZETRON	905-0437	MEDIA DOCK XS	905-0437	242657	LMT	W/D	SF000755
ZETRON	802-1591	DUAL FOOTSWITCH	802-1591	320023042	LMT	W/D	SF000751
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0112	035756	LMT	W/D	SF000745
DELL	XE14	SMALL FORM STANDARD PC	802-5169	27JCXG2	LMT	W/D	SF000754
ZETRON	901-9673	ACOM DESK MIC	901-9673	241977	LMT	W/D	SF000746
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242388	LMT	W/D	SF000748
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242387	LMT	W/D	SF000747
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242335	LMT	W/D	SF000750
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242323	LMT	W/D	SF000749
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239816	LMT	W/D	SF000752
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239766	LMT	W/D	SF000753
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060231	LMT	W/D	SF000743
ZETRON	905-0022	RADIO GATEWAY ARG	905-0022	255869	MDR	COMM ROOM	
ZETRON	905-0436	MEDIA DOCK XS	905-0436	242719	MDR	DISPATCHER	SF000767
ZETRON	802-1590	DUAL FOOTSWITCH	802-1590	320023044	MDR	DISPATCHER	SF000765
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0111	035845	MDR	DISPATCHER	SF000757

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
DELL	XE13	SMALL FORM STANDARD PC	802-5168	274FXG2	MDR	DISPATCHER	SF000766
ZETRON	901-9672	ACOM DESK MIC	901-9672	241989	MDR	DISPATCHER	SF000758
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241210	MDR	DISPATCHER	SF000759
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241211	MDR	DISPATCHER	SF000760
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241281	MDR	DISPATCHER	SF000761
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241290	MDR	DISPATCHER	SF000762
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239762	MDR	DISPATCHER	SF000763
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239720	MDR	DISPATCHER	SF000764
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260398	MDR	DISPATCHER	SF000757
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260403	MDR	DISPATCHER	SF000756
ZETRON	905-0437	MEDIA DOCK XS	905-0437	242664	MDR	W/D	SF000770
ZETRON	802-1591	DUAL FOOTSWITCH	802-1591	320023053	MDR	W/D	SF000768
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0112	035810	MDR	W/D	SF000780
DELL	XE14	SMALL FORM STANDARD PC	802-5169	279PXG2	MDR	W/D	SF000769
ZETRON	901-9673	ACOM DESK MIC	901-9673	241979	MDR	W/D	SF000779
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240971	MDR	W/D	SF000773
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241034	MDR	W/D	SF000774
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240978	MDR	W/D	SF000777
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240982	MDR	W/D	SF000778
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239848	MDR	W/D	SF000771
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239805	MDR	W/D	SF000772
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860243	MDR	W/D	SF000775
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860242	MDR	W/D	SF000776
ZETRON	905-0724	RADIO GATEWAY ARG	905-0724	247805	NWK	COMM ROOM	SF000072
ZETRON	905-1010	MEDIA DOCK XS	905-1010	242696	NWK	DISPATCHER	SF000087
ZETRON	802-1593	DUAL FOOTSWITCH	802-1593	320023033	NWK	DISPATCHER	SF000085
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0114	0358292496AS	NWK	DISPATCHER	SF000077
DELL	XE16	SMALL FORM STANDARD PC	802-5171	275PXG2	NWK	DISPATCHER	SF000086
ZETRON	901-9675	ACOM DESK MIC	901-9675	241978	NWK	DISPATCHER	SF000082
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241203	NWK	DISPATCHER	SF000081
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241204	NWK	DISPATCHER	SF000080
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241706	NWK	DISPATCHER	SF000079
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241708	NWK	DISPATCHER	SF000078
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239803	NWK	DISPATCHER	SF000084
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239765	NWK	DISPATCHER	SF000083
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860108	NWK	DISPATCHER	SF000076
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860105	NWK	DISPATCHER	SF000075
ZETRON	905-0439	MEDIA DOCK XS	905-0439	242700	NWK	W/D	SF000089

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	802-1593	DUAL FOOTSWITCH	802-1593	320023025	NWK	W/D	SF000097
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0114	0342802496AS	NWK	W/D	SF000091
DELL	XE16	SMALL FORM STANDARD PC	802-5171	27JQXG2	NWK	W/D	SF000088
ZETRON	901-9675	ACOM DESK MIC	901-9675	241982	NWK	W/D	SF000096
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242316	NWK	W/D	SF000092
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242297	NWK	W/D	SF000093
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242294	NWK	W/D	SF000094
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242293	NWK	W/D	SF000095
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239833	NWK	W/D	SF000090
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239788	NWK	W/D	SF0001496
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860104	NWK	W/D	SF000074
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860100	NWK	W/D	SF000073
ZETRON	905-0432	MEDIA DOCK XS	905-0432	242726	OCS	DISPATCHER	SF000806
ZETRON	802-1586	DUAL FOOTSWITCH	802-1586	320023041	OCS	DISPATCHER	SF000803
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0107	035873	OCS	DISPATCHER	SF000801
DELL	XE9	SMALL FORM STANDARD PC	802-5164	436RXG2	OCS	DISPATCHER	SF000802
ZETRON	901-9668	ACOM DESK MIC	901-9668	242033	OCS	DISPATCHER	SF000794
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242301	OCS	DISPATCHER	SF000795
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242349	OCS	DISPATCHER	SF000796
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242310	OCS	DISPATCHER	SF000799
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242394	OCS	DISPATCHER	SF000800
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239873	OCS	DISPATCHER	SF000804
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239881	OCS	DISPATCHER	SF000805
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860241	OCS	DISPATCHER	SF000797
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860240	OCS	DISPATCHER	SF000798
ZETRON	905-0431	MEDIA DOCK XS	905-0431	242693	OCS	W/D	SF000793
ZETRON	802-1585	DUAL FOOTSWITCH	802-1585	320023057	OCS	W/D	SF000789
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0106	035785	OCS	W/D	SF000785
DELL	XE8	SMALL FORM STANDARD PC	802-5163	435RXG2	OCS	W/D	SF000792
ZETRON	901-9667	ACOM DESK MIC	901-9667	241348	OCS	W/D	SF000786
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241072	OCS	W/D	SF000784
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241213	OCS	W/D	SF000783
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241260	OCS	W/D	SF000762
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241294	OCS	W/D	SF000781
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236911	OCS	W/D	SF000791
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236915	OCS	W/D	SF000790
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860247	OCS	W/D	SF000787
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860239	OCS	W/D	SF000788

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	255867	OCS		
ZETRON	905-3584	RADIO GATEWAY ARG	905-3584	247818	PLM	COMM ROOM	SF000679
ZETRON	905-0444	MEDIA DOCK XS	905-0444	242698	PLM	DISPATCHER	SF000692
ZETRON	802-1598	DUAL FOOTSWITCH	802-1598	320023015	PLM	DISPATCHER	SF000690
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0119	0358642496AS	PLM	DISPATCHER	SF000683
DELL	XE21	SMALL FORM STANDARD PC	802-5176	27JDXG2	PLM	DISPATCHER	SF000691
ZETRON	901-9680	ACOM DESK MIC	901-9680	242038	PLM	DISPATCHER	SF000682
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242328	PLM	DISPATCHER	SF000684
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242229	PLM	DISPATCHER	SF000687
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242341	PLM	DISPATCHER	SF000686
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242268	PLM	DISPATCHER	SF000685
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239809	PLM	DISPATCHER	SF000688
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239817	PLM	DISPATCHER	SF000689
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860205	PLM	DISPATCHER	SF000680
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060373	PLM	DISPATCHER	SF000681
ZETRON	905-3870	MEDIA DOCK XS	905-3870	242689	PLM	W/D	SF000702
ZETRON	802-1598	DUAL FOOTSWITCH	802-1598	20023060	PLM	W/D	SF000550
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0119	0342772496AS	PLM	W/D	SF000696
DELL	XE21	SMALL FORM STANDARD PC	802-5176	273RXG2	PLM	W/D	SF000701
ZETRON	901-9680	ACOM DESK MIC	901-9680	242036	PLM	W/D	SF000695
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241256	PLM	W/D	SF000698
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241217	PLM	W/D	SF000699
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241296	PLM	W/D	SF000697
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241069	PLM	W/D	SF000700
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236884	PLM	W/D	SF000549
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236906	PLM	W/D	SF000548
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860209	PLM	W/D	SF000694
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860216	PLM	W/D	SF000693
ZETRON	905-4156	RADIO GATEWAY ARG	905-4156	247820	PRV	COMM ROOM	SF000317
ZETRON	905-0445	MEDIA DOCK XS	905-0445	242690	PRV	DISPATCHER	SF000333
ZETRON	802-1599	DUAL FOOTSWITCH	802-1599	320023027	PRV	DISPATCHER	SF000331
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0120	0358513496AS	PRV	DISPATCHER	SF000337
DELL	XE22	SMALL FORM STANDARD PC	802-5177	275FXG2	PRV	DISPATCHER	SF000332
ZETRON	901-9681	ACOM DESK MIC	901-9681	241988	PRV	DISPATCHER	SF000336
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241219	PRV	DISPATCHER	SF000341
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241319	PRV	DISPATCHER	SF000340
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241262	PRV	DISPATCHER	SF000339
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241317	PRV	DISPATCHER	SF000338

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236892	PRV	DISPATCHER	SF000334
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236862	PRV	DISPATCHER	SF000335
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860067	PRV	DISPATCHER	SF000342
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060357	PRV	DISPATCHER	SF000343
ZETRON	905-4442	MEDIA DOCK XS	905-4442	242656	PRV	W/D	SF000330
ZETRON	802-1599	DUAL FOOTSWITCH	802-1599	320023017	PRV	W/D	SF000326
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0120	35811	PRV	W/D	SF000322
DELL	XE22	SMALL FORM STANDARD PC	802-5177	27DCXG2	PRV	W/D	SF000329
ZETRON	901-9681	ACOM DESK MIC	901-9681	241980	PRV	W/D	SF000323
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242299	PRV	W/D	SF000321
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242351	PRV	W/D	SF000320
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242303	PRV	W/D	SF000319
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242295	PRV	W/D	SF000318
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239889	PRV	W/D	SF000327
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239821	PRV	W/D	SF000328
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ1618600068	PRV	W/D	SF000324
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ1618600166	PRV	W/D	SF000325
ZETRON	905-4442	MEDIA DOCK XS	905-4442	242781	SCC	MDCS TRAINING OFFICE	SF000599
ZETRON	802-1599	DUAL FOOTSWITCH	802-1599	320023021	SCC	MDCS TRAINING OFFICE	SF000600
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0120	0358333496AS	SCC	MDCS TRAINING OFFICE	SF000601
DELL	XE22	SMALL FORM STANDARD PC	802-5177	43DPXG2	SCC	MDCS TRAINING OFFICE	SF000602
ZETRON	901-9681	ACOM DESK MIC	901-9681	261400	SCC	MDCS TRAINING OFFICE	SF000603
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242230	SCC	MDCS TRAINING OFFICE	SF000604
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242242	SCC	MDCS TRAINING OFFICE	SF000605
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242241	SCC	MDCS TRAINING OFFICE	SF000606
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242239	SCC	MDCS TRAINING OFFICE	SF000607
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239743	SCC	MDCS TRAINING OFFICE	SF000608

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239741	SCC	MDCS TRAINING OFFICE	SF000609
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860200	SCC	MDCS TRAINING OFFICE	SF000610
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860196	SCC	MDCS TRAINING OFFICE	SF000611
ZETRON	905-0434	MEDIA DOCK XS	905-0434	242762	SCC RADIO ROOM BRIDGE	SD01	SF001145
ZETRON	802-1588	DUAL FOOTSWITCH	802-1588	320023003	SCC RADIO ROOM BRIDGE	SD01	SF001147
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0109	0357983496AS	SCC RADIO ROOM BRIDGE	SD01	SF001150
DELL	XE11	SMALL FORM STANDARD PC	802-5166	24CRXG2	SCC RADIO ROOM BRIDGE	SD01	SF001146
ZETRON	901-9670	ACOM DESK MIC	901-9670	241368	SCC RADIO ROOM BRIDGE	SD01	SF001151
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241246	SCC RADIO ROOM BRIDGE	SD01	SF001155
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241336	SCC RADIO ROOM BRIDGE	SD01	SF001154
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241085	SCC RADIO ROOM BRIDGE	SD01	SF001153
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241084	SCC RADIO ROOM BRIDGE	SD01	SF001152
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242160	SCC RADIO ROOM BRIDGE	SD01	SF001148
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242159	SCC RADIO ROOM BRIDGE	SD01	SF001149
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860347	SCC RADIO ROOM BRIDGE	SD01	SF001157
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860349	SCC RADIO ROOM BRIDGE	SD01	SF001156
ZETRON	905-0435	MEDIA DOCK XS	905-0435	242729	SCC RADIO ROOM BRIDGE	SD02	SF001171
ZETRON	802-1589	DUAL FOOTSWITCH	802-1589	318915007	SCC RADIO ROOM BRIDGE	SD02	SF001169
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0110	0357883496AS	SCC RADIO ROOM BRIDGE	SD02	SF001174

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
DELL	XE12	SMALL FORM STANDARD PC	802-5167	435PXG2	SCC RADIO ROOM BRIDGE	SD02	SF001170
ZETRON	901-9671	ACOM DESK MIC	901-9671	241390	SCC RADIO ROOM BRIDGE	SD02	SF001181
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241120	SCC RADIO ROOM BRIDGE	SD02	SF001175
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241007	SCC RADIO ROOM BRIDGE	SD02	SF001176
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241132	SCC RADIO ROOM BRIDGE	SD02	SF001177
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240943	SCC RADIO ROOM BRIDGE	SD02	SF001178
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236905	SCC RADIO ROOM BRIDGE	SD02	SF001172
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236879	SCC RADIO ROOM BRIDGE	SD02	SF001173
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860356	SCC RADIO ROOM BRIDGE	SD02	SF001180
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860355	SCC RADIO ROOM BRIDGE	SD02	SF001179
ZETRON	905-0436	MEDIA DOCK XS	905-0436	242749	SCC RADIO ROOM BRIDGE	SD03	SF001158
ZETRON	802-1590	DUAL FOOTSWITCH	802-1590	SF001455	SCC RADIO ROOM BRIDGE	SD03	SF001455
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0111	0358163496AS	SCC RADIO ROOM BRIDGE	SD03	SF001162
DELL	XE13	SMALL FORM STANDARD PC	802-5168	438FXG2	SCC RADIO ROOM BRIDGE	SD03	SF001159
ZETRON	901-9672	ACOM DESK MIC	901-9672	241361	SCC RADIO ROOM BRIDGE	SD03	SF001456
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241273	SCC RADIO ROOM BRIDGE	SD03	SF001165
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241062	SCC RADIO ROOM BRIDGE	SD03	SF001166
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241236	SCC RADIO ROOM BRIDGE	SD03	SF001164
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241101	SCC RADIO ROOM BRIDGE	SD03	SF001163

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242181	SCC RADIO ROOM BRIDGE	SD03	SF001160
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242111	SCC RADIO ROOM BRIDGE	SD03	SF001161
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260070	SCC RADIO ROOM BRIDGE	SD03	SF001167
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260073	SCC RADIO ROOM BRIDGE	SD03	SF001168
ZETRON	905-0437	MEDIA DOCK XS	905-0437	242743	SCC RADIO ROOM FLOOR	SD04	SF001184
ZETRON	802-1591	DUAL FOOTSWITCH	802-1591	320023070	SCC RADIO ROOM FLOOR	SD04	SF001182
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0112	0358543496AS	SCC RADIO ROOM FLOOR	SD04	SF001187
DELL	XE14	SMALL FORM STANDARD PC	802-5169	27GQXG2	SCC RADIO ROOM FLOOR	SD04	SF001183
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242114	SCC RADIO ROOM FLOOR	SD04	SF001185
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242178	SCC RADIO ROOM FLOOR	SD04	SF001186
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260076	SCC RADIO ROOM FLOOR	SD04	SF001189
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260075	SCC RADIO ROOM FLOOR	SD04	SF001188
ZETRON	905-0438	MEDIA DOCK XS	905-0438	242738	SCC RADIO ROOM FLOOR	SD05	SF001194
ZETRON	802-1592	DUAL FOOTSWITCH	802-1592	320023064	SCC RADIO ROOM FLOOR	SD05	SF001190
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0113	0358823496AS	SCC RADIO ROOM FLOOR	SD05	SF001195
DELL	XE15	SMALL FORM STANDARD PC	802-5170	F3NV8N2	SCC RADIO ROOM FLOOR	SD05	SF001193
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242119	SCC RADIO ROOM FLOOR	SD05	SF001192
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242122	SCC RADIO ROOM FLOOR	SD05	SF001191
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260069	SCC RADIO ROOM FLOOR	SD05	SF001196



## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260074	SCC RADIO ROOM FLOOR	SD05	SF001197
ZETRON	905-0439	MEDIA DOCK XS	905-0439	242750	SCC RADIO ROOM FLOOR	SD06	SF001203
ZETRON	802-1593	DUAL FOOTSWITCH	802-1593	320023007	SCC RADIO ROOM FLOOR	SD06	SF001201
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0114	0358373496AS	SCC RADIO ROOM FLOOR	SD06	SF001198
DELL	XE16	SMALL FORM STANDARD PC	802-5171	27JRXG2	SCC RADIO ROOM FLOOR	SD06	SF001202
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242182	SCC RADIO ROOM FLOOR	SD06	SF001204
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242170	SCC RADIO ROOM FLOOR	SD06	SF001205
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060002	SCC RADIO ROOM FLOOR	SD06	SF001200
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060253	SCC RADIO ROOM FLOOR	SD06	SF001199
ZETRON	905-0440	MEDIA DOCK XS	905-0440	242752	SCC RADIO ROOM FLOOR	SD07	SF001208
ZETRON	802-1594	DUAL FOOTSWITCH	802-1594	320023035	SCC RADIO ROOM FLOOR	SD07	SF001206
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0115	0358493496AS	SCC RADIO ROOM FLOOR	SD07	SF001211
DELL	XE17	SMALL FORM STANDARD PC	802-5172	274QXG2	SCC RADIO ROOM FLOOR	SD07	SF001207
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242179	SCC RADIO ROOM FLOOR	SD07	SF001209
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242127	SCC RADIO ROOM FLOOR	SD07	SF001210
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860344	SCC RADIO ROOM FLOOR	SD07	SF001213
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060012	SCC RADIO ROOM FLOOR	SD07	SF001212
ZETRON	905-0441	MEDIA DOCK XS	905-0441	242763	SCC RADIO ROOM FLOOR	SD08	SF001252
ZETRON	802-1595	DUAL FOOTSWITCH	802-1595	320023068	SCC RADIO ROOM FLOOR	SD08	SF001250

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0116	0358473496AS	SCC RADIO ROOM FLOOR	SD08	SF001249
DELL	XE18	SMALL FORM STANDARD PC	802-5173	27LDXG2	SCC RADIO ROOM FLOOR	SD08	SF001251
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242129	SCC RADIO ROOM FLOOR	SD08	SF001253
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242112	SCC RADIO ROOM FLOOR	SD08	SF001254
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260088	SCC RADIO ROOM FLOOR	SD08	SF001223
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060217	SCC RADIO ROOM FLOOR	SD08	SF001222
ZETRON	905-0442	MEDIA DOCK XS	905-0442	242746	SCC RADIO ROOM FLOOR	SD09	SF001214
ZETRON	802-1596	DUAL FOOTSWITCH	802-1596	320023065	SCC RADIO ROOM FLOOR	SD09	SF001216
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0117	0358573496AS	SCC RADIO ROOM FLOOR	SD09	SF001219
DELL	XE19	SMALL FORM STANDARD PC	802-5174	438CXG2	SCC RADIO ROOM FLOOR	SD09	SF001215
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242124	SCC RADIO ROOM FLOOR	SD09	SF001218
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242125	SCC RADIO ROOM FLOOR	SD09	SF001217
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060216	SCC RADIO ROOM FLOOR	SD09	SF001221
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060214	SCC RADIO ROOM FLOOR	SD09	SF001220
ZETRON	905-0443	MEDIA DOCK XS	905-0443	242748	SCC RADIO ROOM FLOOR	SD10	SF001260
ZETRON	802-1597	DUAL FOOTSWITCH	802-1597	320023066	SCC RADIO ROOM FLOOR	SD10	SF001258
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0118	0342933496AS	SCC RADIO ROOM FLOOR	SD10	SF001255
DELL	XE20	SMALL FORM STANDARD PC	802-5175	438RXG2	SCC RADIO ROOM FLOOR	SD10	SF001259
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239757	SCC RADIO ROOM FLOOR	SD10	SF001261

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239771	SCC RADIO ROOM FLOOR	SD10	SF001262
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260396	SCC RADIO ROOM FLOOR	SD10	SF001257
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260389	SCC RADIO ROOM FLOOR	SD10	SF001256
ZETRON	905-0444	MEDIA DOCK XS	905-0444	242745	SCC RADIO ROOM FLOOR	SD11	SF001265
ZETRON	802-1598	DUAL FOOTSWITCH	802-1598	320023004	SCC RADIO ROOM FLOOR	SD11	SF001263
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0119	0358423496AS	SCC RADIO ROOM FLOOR	SD11	SF001268
DELL	XE21	SMALL FORM STANDARD PC	802-5176	435FXG2	SCC RADIO ROOM FLOOR	SD11	SF001264
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242200	SCC RADIO ROOM FLOOR	SD11	SF001266
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242165	SCC RADIO ROOM FLOOR	SD11	SF001267
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260382	SCC RADIO ROOM FLOOR	SD11	SF001269
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260359	SCC RADIO ROOM FLOOR	SD11	SF001270
ZETRON	905-0445	MEDIA DOCK XS	905-0445	242760	SCC RADIO ROOM FLOOR	SD12	SF001276
ZETRON	802-1599	DUAL FOOTSWITCH	802-1599	320023002	SCC RADIO ROOM FLOOR	SD12	SF001274
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0120	0357503496AS	SCC RADIO ROOM FLOOR	SD12	SF001273
DELL	XE22	SMALL FORM STANDARD PC	802-5177	43DDXG2	SCC RADIO ROOM FLOOR	SD12	SF001275
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239783	SCC RADIO ROOM FLOOR	SD12	SF001278
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239753	SCC RADIO ROOM FLOOR	SD12	SF001277
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260349	SCC RADIO ROOM FLOOR	SD12	SF001272
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260388	SCC RADIO ROOM FLOOR	SD12	SF001271

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MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	905-0446	MEDIA DOCK XS	905-0446	242757	SCC RADIO ROOM FLOOR	SD13	SF000957
ZETRON	802-1600	DUAL FOOTSWITCH	802-1600	320023061	SCC RADIO ROOM FLOOR	SD13	SF000958
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0121	0358203496AS	SCC RADIO ROOM FLOOR	SD13	SF000961
DELL	XE23	SMALL FORM STANDARD PC	802-5178	437PXG2	SCC RADIO ROOM FLOOR	SD13	SF000956
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242184	SCC RADIO ROOM FLOOR	SD13	SF000959
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242151	SCC RADIO ROOM FLOOR	SD13	SF000960
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060248	SCC RADIO ROOM FLOOR	SD13	SF000963
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060244	SCC RADIO ROOM FLOOR	SD13	SF000962
ZETRON	905-0447	MEDIA DOCK XS	905-0447	242746	SCC RADIO ROOM FLOOR	SD14	SF001285
ZETRON	802-1601	DUAL FOOTSWITCH	802-1601	320023067	SCC RADIO ROOM FLOOR	SD14	SF001286
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0122	0358803496AS	SCC RADIO ROOM FLOOR	SD14	SF001281
DELL	XE24	SMALL FORM STANDARD PC	802-5179	274GXG2	SCC RADIO ROOM FLOOR	SD14	SF001284
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242199	SCC RADIO ROOM FLOOR	SD14	SF001282
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242108	SCC RADIO ROOM FLOOR	SD14	SF001283
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860436	SCC RADIO ROOM FLOOR	SD14	SF001279
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860345	SCC RADIO ROOM FLOOR	SD14	SF001280
ZETRON	905-0448	MEDIA DOCK XS	905-0448	242734	SCC RADIO ROOM FLOOR	SD15	SF001292
ZETRON	802-1602	DUAL FOOTSWITCH	802-1602	320023008	SCC RADIO ROOM FLOOR	SD15	SF001290
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0123	0357893496AS	SCC RADIO ROOM FLOOR	SD15	SF001287

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
DELL	XE25	SMALL FORM STANDARD PC	802-5180	27BFXG2	SCC RADIO ROOM FLOOR	SD15	SF001291
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242128	SCC RADIO ROOM FLOOR	SD15	SF001294
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242134	SCC RADIO ROOM FLOOR	SD15	SF001293
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860351	SCC RADIO ROOM FLOOR	SD15	SF001289
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860354	SCC RADIO ROOM FLOOR	SD15	SF001288
ZETRON	905-0449	MEDIA DOCK XS	905-0449	242761	SCC RADIO ROOM FLOOR	SD16	SF001297
ZETRON	802-1603	DUAL FOOTSWITCH	802-1603	320023063	SCC RADIO ROOM FLOOR	SD16	SF001295
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0124	0358583496AS	SCC RADIO ROOM FLOOR	SD16	SF001300
DELL	XE26	SMALL FORM STANDARD PC	802-5181	27DRXG2	SCC RADIO ROOM FLOOR	SD16	SF001296
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242132	SCC RADIO ROOM FLOOR	SD16	SF001299
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242135	SCC RADIO ROOM FLOOR	SD16	SF001298
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860350	SCC RADIO ROOM FLOOR	SD16	SF001301
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860348	SCC RADIO ROOM FLOOR	SD16	SF001302
ZETRON	905-0450	MEDIA DOCK XS	905-0450	242723	SCC RADIO ROOM FLOOR	SD17	SF001307
ZETRON	802-1604	DUAL FOOTSWITCH	802-1604	318915071	SCC RADIO ROOM FLOOR	SD17	SF001305
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0125	0357863496AS	SCC RADIO ROOM FLOOR	SD17	SF000965
DELL	XE27	SMALL FORM STANDARD PC	802-5182	437CXG2	SCC RADIO ROOM FLOOR	SD17	SF001306
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242145	SCC RADIO ROOM FLOOR	SD17	SF001309
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242163	SCC RADIO ROOM FLOOR	SD17	SF001308

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860343	SCC RADIO ROOM FLOOR	SD17	SF001303
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860352	SCC RADIO ROOM FLOOR	SD17	SF001304
ZETRON	905-0451	MEDIA DOCK XS	905-0451	242790	SCC RADIO ROOM FLOOR	SD18	SF001312
ZETRON	802-1605	DUAL FOOTSWITCH	802-1605	320023069	SCC RADIO ROOM FLOOR	SD18	SF001310
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0126	0357553496AS	SCC RADIO ROOM FLOOR	SD18	SF001315
DELL	XE28	SMALL FORM STANDARD PC	802-5183	F3FW8N2	SCC RADIO ROOM FLOOR	SD18	SF001311
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242143	SCC RADIO ROOM FLOOR	SD18	SF001314
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242152	SCC RADIO ROOM FLOOR	SD18	SF001313
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161850254	SCC RADIO ROOM FLOOR	SD18	SF001317
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860251	SCC RADIO ROOM FLOOR	SD18	SF001316
ZETRON	905-0452	MEDIA DOCK XS	905-0452	242754	SCC RADIO ROOM FLOOR	SD19	SF001325
ZETRON	802-1606	DUAL FOOTSWITCH	802-1606	320023001	SCC RADIO ROOM FLOOR	SD19	SF001323
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0127	0358263496AS	SCC RADIO ROOM FLOOR	SD19	SF001318
DELL	XE29	SMALL FORM STANDARD PC	802-5184	274PXG2	SCC RADIO ROOM FLOOR	SD19	SF001324
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242173	SCC RADIO ROOM FLOOR	SD19	SF001321
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242142	SCC RADIO ROOM FLOOR	SD19	SF001322
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860255	SCC RADIO ROOM FLOOR	SD19	SF001319
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860250	SCC RADIO ROOM FLOOR	SD19	SF001320
ZETRON	905-0453	MEDIA DOCK XS	905-0453	242747	SCC RADIO ROOM FLOOR	SD20	SF001331

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	802-1607	DUAL FOOTSWITCH	802-1607	320023034	SCC RADIO ROOM FLOOR	SD20	SF001329
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0128	0358703496AS	SCC RADIO ROOM FLOOR	SD20	SF001326
DELL	XE30	SMALL FORM STANDARD PC	802-5185	436FXG2	SCC RADIO ROOM FLOOR	SD20	SF001330
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242118	SCC RADIO ROOM FLOOR	SD20	SF001332
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242150	SCC RADIO ROOM FLOOR	SD20	SF001333
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860252	SCC RADIO ROOM FLOOR	SD20	SF001328
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860248	SCC RADIO ROOM FLOOR	SD20	SF001327
ZETRON	905-0454	MEDIA DOCK XS	905-0454	242753	SCC RADIO ROOM FLOOR	SD21	SF001336
ZETRON	802-1608	DUAL FOOTSWITCH	802-1608	320023010	SCC RADIO ROOM FLOOR	SD21	SF001334
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0129	0358613496AS	SCC RADIO ROOM FLOOR	SD21	SF001339
DELL	XE31	SMALL FORM STANDARD PC	802-5186	437RXG2	SCC RADIO ROOM FLOOR	SD21	SF001335
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242123	SCC RADIO ROOM FLOOR	SD21	SF001338
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242161	SCC RADIO ROOM FLOOR	SD21	SF001337
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860253	SCC RADIO ROOM FLOOR	SD21	SF001340
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860249	SCC RADIO ROOM FLOOR	SD21	SF001341
ZETRON	905-0455	MEDIA DOCK XS	905-0455	242759	SCC RADIO ROOM FLOOR	SD22	SF001362
ZETRON	802-1609	DUAL FOOTSWITCH	802-1609	320023009	SCC RADIO ROOM FLOOR	SD22	SF001360
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0130	0358053496AS	SCC RADIO ROOM FLOOR	SD22	SF001357
DELL	XE32	SMALL FORM STANDARD PC	802-5187	436QXG2	SCC RADIO ROOM FLOOR	SD22	SF001361

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242167	SCC RADIO ROOM FLOOR	SD22	SF001363
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242162	SCC RADIO ROOM FLOOR	SD22	SF001364
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260082	SCC RADIO ROOM FLOOR	SD22	SF001358
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060215	SCC RADIO ROOM FLOOR	SD22	SF001359
ZETRON	905-0456	MEDIA DOCK XS	905-0456	242764	SCC RADIO ROOM FLOOR	SD23	SF001347
ZETRON	802-1610	DUAL FOOTSWITCH	802-1610	320023006	SCC RADIO ROOM FLOOR	SD23	SF001345
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0131	0358303496AS	SCC RADIO ROOM FLOOR	SD23	SF001342
DELL	XE33	SMALL FORM STANDARD PC	802-5188	273CXG2	SCC RADIO ROOM FLOOR	SD23	SF001346
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242166	SCC RADIO ROOM FLOOR	SD23	SF001348
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242157	SCC RADIO ROOM FLOOR	SD23	SF001349
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860257	SCC RADIO ROOM FLOOR	SD23	SF001344
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162860256	SCC RADIO ROOM FLOOR	SD23	SF001343
ZETRON	905-0457	MEDIA DOCK XS	905-0457	242741	SCC RADIO ROOM FLOOR	SD24	SF001354
ZETRON	802-1611	DUAL FOOTSWITCH	802-1611	320023062	SCC RADIO ROOM FLOOR	SD24	SF001352
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0132	0342862496AS	SCC RADIO ROOM FLOOR	SD24	SF000964
DELL	XE34	SMALL FORM STANDARD PC	802-5189	43CQXG2	SCC RADIO ROOM FLOOR	SD24	SF001353
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242172	SCC RADIO ROOM FLOOR	SD24	SF001355
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242109	SCC RADIO ROOM FLOOR	SD24	SF001356
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860359	SCC RADIO ROOM FLOOR	SD24	SF001351



## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860353	SCC RADIO ROOM FLOOR	SD24	SF001350
CISCO		SWITCH		FOC21203HXF	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21203F2H	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21203F0Q	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21203HHA	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21203FE4	SCC ROOM 127	CABINET 1	SF001385
CISCO		SWITCH		FOC21231X1G	SCC ROOM 127	CABINET 1	SF001385
DELL	R330	SERVER	R330	FM9XWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R330	SERVER	R330	FMB1XK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT0VWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT32JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GSYVWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GSZ4JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT14JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT04JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	7XMWWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT2WWK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	7XM1XK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	7XM0XK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT33JK2	SCC ROOM 127	CABINET 1	SF001385
DELL	R430	SERVER	R430	GT0WWK2	SCC ROOM 127	CABINET 1	SF001385
CYBER VIEW	CV-S1601	KVM	CV-S1601	S1727960817101-0917Z001	SCC ROOM 127	CABINET 1	SF001385
RALOY	W119E	KVM	W119E	S1725180417101-0817G002	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJMR0000010	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJLV0000008	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJMR0000006	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJLV0000005	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJLV0000004	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJMR0000005	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJLV0000006	SCC ROOM 127	CABINET 1	SF001385
SERVER TECH	AA171	POWER SUPPLY	AA171	AJMR0000009	SCC ROOM 127	CABINET 1	SF001386
ZETRON	CSG1-1M	CHANNEL CARD U41	CSG1-1M	247854	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-2M	CHANNEL CARD U27	CSG1-2M	247890	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-3M	CHANNEL CARD U13	CSG1-3M	247855	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-1S	CHANNEL CARD U41R	CSG1-1S	243719	SCC ROOM 127	CABINET 2	SF001386

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	CSG1-2S	CHANNEL CARD U27R	CSG1-2S	245615	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-3S	CHANNEL CARD U13R	CSG1-3S	245616	SCC ROOM 127	CABINET 2	SF001386
ZETRON	COS1-1	CHANNEL CARD U34	COS1-1	247862	SCC ROOM 127	CABINET 2	SF001386
ZETRON	COS1-2	CHANNEL CARD U13	COS1-2	246260	SCC ROOM 127	CABINET 2	SF001386
ZETRON	COS1-3	CHANNEL CARD U6	COS1-3	246259	SCC ROOM 127	CABINET 2	SF001386
ZETRON	CSG1-4M	CHANNEL CARD U41	CSG1-4M	247853	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-5M	CHANNEL CARD U27	CSG1-5M	247866	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-6M	CHANNEL CARD U13	CSG1-6M	247856	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-4S	CHANNEL CARD U41R	CSG1-4S	247872	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-5S	CHANNEL CARD U27R	CSG1-5S	247893	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-6S	CHANNEL CARD U13R	CSG1-6S	247852	SCC ROOM 127	CABINET 3	SF001387
ZETRON	COS1-4	CHANNEL CARD U34	COS1-4	247863	SCC ROOM 127	CABINET 3	SF001387
ZETRON	COS1-5	CHANNEL CARD U13	COS1-5	247858	SCC ROOM 127	CABINET 3	SF001387
ZETRON	COS1-6	CHANNEL CARD U6	COS1-6	247861	SCC ROOM 127	CABINET 3	SF001387
ZETRON	CSG1-7M	CHANNEL CARD U41	CSG1-7M	247916	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-8M	CHANNEL CARD U27	CSG1-8M	247925	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-9M	CHANNEL CARD U13	CSG1-9M	247918	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-7S	CHANNEL CARD U41R	CSG1-7S	247909	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-8S	CHANNEL CARD U27R	CSG1-8S	247921	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-9S	CHANNEL CARD U13R	CSG1-9S	247920	SCC ROOM 127	CABINET 4	SF001388
ZETRON	COS1-7	CHANNEL CARD U34	COS1-7	247932	SCC ROOM 127	CABINET 4	SF001388
ZETRON	COS1-8	CHANNEL CARD U13	COS1-8	247939	SCC ROOM 127	CABINET 4	SF001388
ZETRON	COS1-9	CHANNEL CARD U6	COS1-9	247934	SCC ROOM 127	CABINET 4	SF001388
ZETRON	CSG1-10M	CHANNEL CARD U41	CSG1-10M	247886	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-11M	CHANNEL CARD U27	CSG1-11M	247880	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-12M	CHANNEL CARD U13	CSG1-12M	247887	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-10S	CHANNEL CARD U41R	CSG1-10S	247883	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-11S	CHANNEL CARD U27R	CSG1-11S	247878	SCC ROOM 127	CABINET 5	SF001389
ZETRON	CSG1-12S	CHANNEL CARD U13R	CSG1-12S	247879	SCC ROOM 127	CABINET 5	SF001389
ZETRON	COS1-10	CHANNEL CARD U34	COS1-10	250141	SCC ROOM 127	CABINET 5	SF001389
ZETRON	COS1-11	CHANNEL CARD U13	COS1-11	248631	SCC ROOM 127	CABINET 5	SF001389
ZETRON	COS1-12	CHANNEL CARD U6	COS1-12	248638	SCC ROOM 127	CABINET 5	SF001389
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242724	SCC-TRAILER C	SD25	SF000535
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915021	SCC-TRAILER C	SD25	SF000536
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0357923496AS	SCC-TRAILER C	SD25	SF000537
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27GDXG2	SCC-TRAILER C	SD25	SF000538
ZETRON	901-9661	ACOM DESK MIC	901-9661	241355	SCC-TRAILER C	SD25	SF000539
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241033	SCC-TRAILER C	SD25	SF000540

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241107	SCC-TRAILER C	SD25	SF000541
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241159	SCC-TRAILER C	SD25	SF000542
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240983	SCC-TRAILER C	SD25	SF000543
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239721	SCC-TRAILER C	SD25	SF000544
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239702	SCC-TRAILER C	SD25	SF000545
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860053	SCC-TRAILER C	SD25	SF000546
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860169	SCC-TRAILER C	SD25	SF000547
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242732	SCC-TRAILER C	SD26	SF000392
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915002	SCC-TRAILER C	SD26	SF000393
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0357533496AS	SCC-TRAILER C	SD26	SF000394
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27HFXG2	SCC-TRAILER C	SD26	SF000395
ZETRON	901-9661	ACOM DESK MIC	901-9661	241351	SCC-TRAILER C	SD26	SF000396
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241000	SCC-TRAILER C	SD26	SF000397
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241263	SCC-TRAILER C	SD26	SF000398
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240945	SCC-TRAILER C	SD26	SF000399
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241161	SCC-TRAILER C	SD26	SF000400
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239883	SCC-TRAILER C	SD26	SF000401
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239850	SCC-TRAILER C	SD26	SF000402
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860055	SCC-TRAILER C	SD26	SF000403
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ101860056	SCC-TRAILER C	SD26	SF000404
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242742	SCC-TRAILER C	SD27	SF000405
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915024	SCC-TRAILER C	SD27	SF000406
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0357943496AS	SCC-TRAILER C	SD27	SF000407
DELL	XE2	SMALL FORM STANDARD PC	802-5157	43CCX52	SCC-TRAILER C	SD27	SF000408
ZETRON	901-9661	ACOM DESK MIC	901-9661	241380	SCC-TRAILER C	SD27	SF000409
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241104	SCC-TRAILER C	SD27	SF000410
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241016	SCC-TRAILER C	SD27	SF000411
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240968	SCC-TRAILER C	SD27	SF000412
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241158	SCC-TRAILER C	SD27	SF000413
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242138	SCC-TRAILER C	SD27	SF000414
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242185	SCC-TRAILER C	SD27	SF000415
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860165	SCC-TRAILER C	SD27	SF000416
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860160	SCC-TRAILER C	SD27	SF000417
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242727	SCC-TRAILER C	SD28	SF000418
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915013	SCC-TRAILER C	SD28	SF000419
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358713496AS	SCC-TRAILER C	SD28	SF000420
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27FDX52	SCC-TRAILER C	SD28	SF000421
ZETRON	901-9661	ACOM DESK MIC	901-9661	241362	SCC-TRAILER C	SD28	SF000422

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240986	SCC-TRAILER C	SD28	SF000423
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241114	SCC-TRAILER C	SD28	SF000425
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241111	SCC-TRAILER C	SD28	SF000426
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240988	SCC-TRAILER C	SD28	SF000424
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242149	SCC-TRAILER C	SD28	SF000427
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242144	SCC-TRAILER C	SD28	SF000428
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162200089	SCC-TRAILER C	SD28	SF000429
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860163	SCC-TRAILER C	SD28	SF000430
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242725	SCC-TRAILER C	SD29	SF000431
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915018	SCC-TRAILER C	SD29	SF000432
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358433496AS	SCC-TRAILER C	SD29	SF000433
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27HFX52	SCC-TRAILER C	SD29	SF000434
ZETRON	901-9661	ACOM DESK MIC	901-9661	241357	SCC-TRAILER C	SD29	SF000435
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241160	SCC-TRAILER C	SD29	SF000436
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240989	SCC-TRAILER C	SD29	SF000437
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241106	SCC-TRAILER C	SD29	SF000438
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240970	SCC-TRAILER C	SD29	SF000439
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239888	SCC-TRAILER C	SD29	SF000440
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239789	SCC-TRAILER C	SD29	SF000441
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260077	SCC-TRAILER C	SD29	SF000442
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260079	SCC-TRAILER C	SD29	SF000443
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242722	SCC-TRAILER C	SD30	SF000444
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915014	SCC-TRAILER C	SD30	SF000445
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358693496AS	SCC-TRAILER C	SD30	SF000446
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27KCXG2	SCC-TRAILER C	SD30	SF000447
ZETRON	901-9661	ACOM DESK MIC	901-9661	241363	SCC-TRAILER C	SD30	SF000448
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241162	SCC-TRAILER C	SD30	SF000449
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241149	SCC-TRAILER C	SD30	SF000450
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241002	SCC-TRAILER C	SD30	SF000451
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241004	SCC-TRAILER C	SD30	SF000452
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242201	SCC-TRAILER C	SD30	SF000453
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242154	SCC-TRAILER C	SD30	SF000454
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260080	SCC-TRAILER C	SD30	SF000455
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260078	SCC-TRAILER C	SD30	SF000456
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242733	SCC-TRAILER C	SD31	SF000457
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915022	SCC-TRAILER C	SD31	SF000458
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358323496AS	SCC-TRAILER C	SD31	SF000459
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27FFXG2	SCC-TRAILER C	SD31	SF000460

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	901-9661	ACOM DESK MIC	901-9661	241365	SCC-TRAILER C	SD31	SF000461
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241112	SCC-TRAILER C	SD31	SF000462
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240987	SCC-TRAILER C	SD31	SF000463
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241037	SCC-TRAILER C	SD31	SF000464
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240997	SCC-TRAILER C	SD31	SF000465
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242153	SCC-TRAILER C	SD31	SF000466
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242147	SCC-TRAILER C	SD31	SF000467
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860166	SCC-TRAILER C	SD31	SF000468
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860167	SCC-TRAILER C	SD31	SF000469
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242728	SCC-TRAILER C	SD32	SF000470
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915016	SCC-TRAILER C	SD32	SF000471
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358133496AS	SCC-TRAILER C	SD32	SF000472
DELL	XE2	SMALL FORM STANDARD PC	802-5157	43BQXG2	SCC-TRAILER C	SD32	SF000473
ZETRON	901-9661	ACOM DESK MIC	901-9661	241376	SCC-TRAILER C	SD32	SF000474
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240953	SCC-TRAILER C	SD32	SF000475
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241123	SCC-TRAILER C	SD32	SF000476
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241105	SCC-TRAILER C	SD32	SF000477
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241108	SCC-TRAILER C	SD32	SF000478
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236875	SCC-TRAILER C	SD32	SF000479
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236895	SCC-TRAILER C	SD32	SF000480
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860047	SCC-TRAILER C	SD32	SF000481
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860049	SCC-TRAILER C	SD32	SF000482
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242705	SCC-TRAILER C	SD33	SF000483
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915020	SCC-TRAILER C	SD33	SF000484
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0558013496AS	SCC-TRAILER C	SD33	SF000485
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27KDXG2	SCC-TRAILER C	SD33	SF000486
ZETRON	901-9661	ACOM DESK MIC	901-9661	241354	SCC-TRAILER C	SD33	SF000487
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240956	SCC-TRAILER C	SD33	SF000488
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241119	SCC-TRAILER C	SD33	SF000489
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241022	SCC-TRAILER C	SD33	SF000490
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241128	SCC-TRAILER C	SD33	SF000491
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236870	SCC-TRAILER C	SD33	SF000492
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236894	SCC-TRAILER C	SD33	SF000493
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860052	SCC-TRAILER C	SD33	SF000494
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860168	SCC-TRAILER C	SD33	SF000495
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242730	SCC-TRAILER C	SD34	SF000496
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915005	SCC-TRAILER C	SD34	SF000497
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0357813496AS	SCC-TRAILER C	SD34	SF000498

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27BQXG2	SCC-TRAILER C	SD34	SF000499
ZETRON	901-9661	ACOM DESK MIC	901-9661	241352	SCC-TRAILER C	SD34	SF000500
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241021	SCC-TRAILER C	SD34	SF000503
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241134	SCC-TRAILER C	SD34	SF000502
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241178	SCC-TRAILER C	SD34	SF000501
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241056	SCC-TRAILER C	SD34	SF000504
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236839	SCC-TRAILER C	SD34	SF000505
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236918	SCC-TRAILER C	SD34	SF000506
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860050	SCC-TRAILER C	SD34	SF000507
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860051	SCC-TRAILER C	SD34	SF000508
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242731	SCC-TRAILER C	SD35	SF000509
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915005	SCC-TRAILER C	SD35	SF000510
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	0358623496AS	SCC-TRAILER C	SD35	SF000511
DELL	XE2	SMALL FORM STANDARD PC	802-5157	43BRXG2	SCC-TRAILER C	SD35	SF000512
ZETRON	901-9661	ACOM DESK MIC	901-9661	241353	SCC-TRAILER C	SD35	SF000513
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241109	SCC-TRAILER C	SD35	SF000514
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240985	SCC-TRAILER C	SD35	SF000515
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241147	SCC-TRAILER C	SD35	SF000516
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241025	SCC-TRAILER C	SD35	SF000517
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239846	SCC-TRAILER C	SD35	SF000518
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239808	SCC-TRAILER C	SD35	SF000519
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860161	SCC-TRAILER C	SD35	SF000520
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860162	SCC-TRAILER C	SD35	SF000521
ZETRON	905-0425	MEDIA DOCK XS	905-0425	242704	SCC-TRAILER C	SD36	SF000522
ZETRON	802-1579	DUAL FOOTSWITCH	802-1579	318915025	SCC-TRAILER C	SD36	SF000523
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0100	358523496AS	SCC-TRAILER C	SD36	SF000524
DELL	XE2	SMALL FORM STANDARD PC	802-5157	27HDXG2	SCC-TRAILER C	SD36	SF000525
ZETRON	901-9661	ACOM DESK MIC	901-9661	241358	SCC-TRAILER C	SD36	SF000526
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241032	SCC-TRAILER C	SD36	SF000527
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241150	SCC-TRAILER C	SD36	SF000528
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241006	SCC-TRAILER C	SD36	SF000529
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241018	SCC-TRAILER C	SD36	SF000530
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242137	SCC-TRAILER C	SD36	SF000531
ZETRON	950-1077	HEADSET JACKBOX	950-1077	242175	SCC-TRAILER C	SD36	SF000532
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860048	SCC-TRAILER C	SD36	SF000533
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260072	SCC-TRAILER C	SD36	SF000534
ZETRON	905-0238	RADIO GATEWAY ARG	905-0238	247814	SCT	COMM ROOM	SF000808
ZETRON	905-0435	MEDIA DOCK XS	905-0435	242697	SCT	DISPATCHER	SF000832

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	802-1589	DUAL FOOTSWITCH	802-1589	320023055	SCT	DISPATCHER	SF000828
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0110	0358243496AS	SCT	DISPATCHER	SF000826
DELL	XE12	SMALL FORM STANDARD PC	802-5167	27BPXG2	SCT	DISPATCHER	SF000831
ZETRON	901-9671	ACOM DESK MIC	901-9671	241411	SCT	DISPATCHER	SF000827
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241279	SCT	DISPATCHER	SF000822
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241288	SCT	DISPATCHER	SF000823
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241087	SCT	DISPATCHER	SF000824
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241198	SCT	DISPATCHER	SF000825
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239854	SCT	DISPATCHER	SF000829
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239819	SCT	DISPATCHER	SF000830
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860215	SCT	DISPATCHER	SF000833
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860210	SCT	DISPATCHER	SF000834
ZETRON	905-0173	MEDIA DOCK XS	905-0173	242670	SCT	W/D	SF000819
ZETRON	802-1589	DUAL FOOTSWITCH	802-1589	320023052	SCT	W/D	SF000815
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0110	035757	SCT	W/D	SF000814
DELL	XE12	SMALL FORM STANDARD PC	802-5167	278CXG2	SCT	W/D	SF000818
ZETRON	901-9671	ACOM DESK MIC	901-9671	241345	SCT	W/D	SF000813
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240944	SCT	W/D	SF000812
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241024	SCT	W/D	SF000811
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241173	SCT	W/D	SF000809
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241058	SCT	W/D	SF000810
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236871	SCT	W/D	SF000816
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236889	SCT	W/D	SF000817
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860208	SCT	W/D	SF000820
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260395	SCT	W/D	SF000821
ZETRON	905-1868	RADIO GATEWAY ARG	905-1868	247812	SDM	COMM ROOM	SF000262
ZETRON	905-2154	MEDIA DOCK XS	905-2154	242671	SDM	DISPATCHER	SF000285
ZETRON	802-1595	DUAL FOOTSWITCH	802-1595	320023936	SDM	DISPATCHER	SF000284
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0116	0358482496AS	SDM	DISPATCHER	SF000279
DELL	XE18	SMALL FORM STANDARD PC	802-5173	278DXG2	SDM	DISPATCHER	SF000286
ZETRON	901-9677	ACOM DESK MIC	901-9677	241987	SDM	DISPATCHER	SF000261
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241221	SDM	DISPATCHER	SF000277
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241308	SDM	DISPATCHER	SF000278
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241315	SDM	DISPATCHER	SF000275
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241295	SDM	DISPATCHER	SF000276
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239869	SDM	DISPATCHER	SF000282
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239697	SDM	DISPATCHER	SF000283
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060416	SDM	DISPATCHER	SF000281

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860061	SDM	DISPATCHER	SF000280
ZETRON	905-0441	MEDIA DOCK XS	905-0441	242718	SDM	W/D	SF000270
ZETRON	802-1595	DUAL FOOTSWITCH	802-1595	320023038	SDM	W/D	SF000273
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0116	0358232496AS	SDM	W/D	SF000272
DELL	XE18	SMALL FORM STANDARD PC	802-5173	270DPXG2	SDM	W/D	SF000271
ZETRON	901-9677	ACOM DESK MIC	901-9677	242012	SDM	W/D	SF000267
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241314	SDM	W/D	SF000263
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241184	SDM	W/D	SF000266
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241088	SDM	W/D	SF000265
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241216	SDM	W/D	SF000264
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236855	SDM	W/D	SF000869
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236867	SDM	W/D	SF000268
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860058	SDM	W/D	SF000248
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ102060102	SDM	W/D	SF000249
ZETRON	905-4728	RADIO GATEWAY ARG	905-4728	247804	SLA	COMM ROOM	SF000125
ZETRON	905-0446	MEDIA DOCK XS	905-0446	242695	SLA	DISPATCHER	SF000136
ZETRON	802-1600	DUAL FOOTSWITCH	802-1600	320023039	SLA	DISPATCHER	SF000134
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0121	0358832496AS	SLA	DISPATCHER	SF000137
DELL	XE23	SMALL FORM STANDARD PC	802-5178	276CXG2	SLA	DISPATCHER	SF000135
ZETRON	901-9682	ACOM DESK MIC	901-9682	241373	SLA	DISPATCHER	SF000138
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241286	SLA	DISPATCHER	SF000130
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241100	SLA	DISPATCHER	SF000131
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241099	SLA	DISPATCHER	SF000129
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241245	SLA	DISPATCHER	SF000128
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239717	SLA	DISPATCHER	SF000133
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236891	SLA	DISPATCHER	SF000132
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060358	SLA	DISPATCHER	SF000126
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060363	SLA	DISPATCHER	SF000127
ZETRON	905-5014	MEDIA DOCK XS	905-5014	242672	SLA	W/D	SF000144
ZETRON	802-1600	DUAL FOOTSWITCH	802-1600	320023029	SLA	W/D	SF000145
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0121	0358343496AS	SLA	W/D	SF000141
DELL	XE23	SMALL FORM STANDARD PC	802-5178	279FXG2	SLA	W/D	SF000143
ZETRON	901-9682	ACOM DESK MIC	901-9682	241993	SLA	W/D	SF000142
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242354	SLA	W/D	SF000148
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242407	SLA	W/D	SF000149
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242396	SLA	W/D	SF000150
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242352	SLA	W/D	SF000151
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239735	SLA	W/D	SF000146



## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239706	SLA	W/D	SF000147
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860064	SLA	W/D	SF000140
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860065	SLA	W/D	SF000139
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	266868	TEM	COMM ROOM	
ZETRON	905-0427	MEDIA DOCK XS	905-0427	242669	TEM	DISPATCHER	SF000018
ZETRON	802-1581	DUAL FOOTSWITCH	802-1581	320023056	TEM	DISPATCHER	SF000019
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0102	035822	TEM	DISPATCHER	SF000020
DELL	XE4	SMALL FORM STANDARD PC	802-5159	277CXG2	TEM	DISPATCHER	SF000021
ZETRON	901-9663	ACOM DESK MIC	901-9663	241367	TEM	DISPATCHER	SF000022
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241195	TEM	DISPATCHER	SF000023
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240990	TEM	DISPATCHER	SF000024
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241303	TEM	DISPATCHER	SF000025
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241205	TEM	DISPATCHER	SF000026
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239715	TEM	DISPATCHER	SF000027
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239733	TEM	DISPATCHER	SF000028
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860211	TEM	DISPATCHER	SF000029
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860213	TEM	DISPATCHER	SF000030
ZETRON	905-0426	MEDIA DOCK XS	905-0426	242666	TEM	W/D	SF000038
ZETRON	802-1580	DUAL FOOTSWITCH	802-1580	320023013	TEM	W/D	SF000037
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0101	0358773496AS	TEM	W/D	SF000035
DELL	XE3	SMALL FORM STANDARD PC	802-5158	274CXG2	TEM	W/D	SF000039
ZETRON	901-9662	ACOM DESK MIC	901-9662	241364	TEM	W/D	SF000036
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241189	TEM	W/D	SF000034
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241322	TEM	W/D	SF000033
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241302	TEM	W/D	SF000032
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241190	TEM	W/D	SF000031
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239729	TEM	W/D	SF000040
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239851	TEM	W/D	SF000041
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860238	TEM	W/D	SF000042
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860207	TEM	W/D	SF000043
ZETRON	905-0498	RADIO GATEWAY ARG	905-0498	247822	TSB	COMM ROOM	SF000807
ZETRON	905-0433	MEDIA DOCK XS	905-0433	242717	TSB	DISPATCHER	SF000391
ZETRON	802-1587	DUAL FOOTSWITCH	802-1587	320023050	TSB	DISPATCHER	SF000389
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0108	035846	TSB	DISPATCHER	SF000381
DELL	XE10	SMALL FORM STANDARD PC	802-5165	27GRXG2	TSB	DISPATCHER	
ZETRON	901-9669	ACOM DESK MIC	901-9669	242032	TSB	DISPATCHER	SF000382
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241282	TSB	DISPATCHER	SF000384
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241238	TSB	DISPATCHER	SF000383

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241194	TSB	DISPATCHER	SF000385
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241191	TSB	DISPATCHER	SF000386
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239699	TSB	DISPATCHER	SF000388
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239807	TSB	DISPATCHER	SF000387
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260081	TSB	DISPATCHER	SF000380
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162260086	TSB	DISPATCHER	SF000379
ZETRON	905-0433	MEDIA DOCK XS	905-0433	242713	TSB	W/D	SF000372
ZETRON	802-1587	DUAL FOOTSWITCH	802-1587	320023048	TSB	W/D	SF000374
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0108	035876	TSB	W/D	SF000373
DELL	XE10	SMALL FORM STANDARD PC	802-5165	27FRXG2	TSB	W/D	SF000371
ZETRON	901-9669	ACOM DESK MIC	901-9669	242035	TSB	W/D	SF000370
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242255	TSB	W/D	SF000369
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242315	TSB	W/D	SF000368
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242233	TSB	W/D	SF000366
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	242262	TSB	W/D	SF000367
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239890	TSB	W/D	SF000375
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239892	TSB	W/D	SF000376
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860092	TSB	W/D	SF000378
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ161860089	TSB	W/D	SF000377
ZETRON	905-3012	RADIO GATEWAY ARG	905-3012	247800	WAL	COMM ROOM	SF000212
ZETRON	905-3298	MEDIA DOCK XS	905-3298	242668	WAL	DISPATCHER	SF000313
ZETRON	802-1597	DUAL FOOTSWITCH	802-1597	320023019	WAL	DISPATCHER	SF000221
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0118	0358122496AS	WAL	DISPATCHER	SF000219
DELL	XE20	SMALL FORM STANDARD PC	802-5175	277RXG2	WAL	DISPATCHER	SF000314
ZETRON	901-9679	ACOM DESK MIC	901-9679	241369	WAL	DISPATCHER	SF000220
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241146	WAL	DISPATCHER	SF000215
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241046	WAL	DISPATCHER	SF000214
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	240999	WAL	DISPATCHER	SF000216
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241042	WAL	DISPATCHER	SF000213
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239864	WAL	DISPATCHER	SF000316
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239845	WAL	DISPATCHER	SF000315
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060238	WAL	DISPATCHER	SF000217
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060242	WAL	DISPATCHER	SF000218
ZETRON	905-0443	MEDIA DOCK XS	905-0443	242675	WAL	W/D	SF000210
ZETRON	802-1597	DUAL FOOTSWITCH	802-1597	320023016	WAL	W/D	SF000224
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0118	0358212496AS	WAL	W/D	SF000211
DELL	XE20	SMALL FORM STANDARD PC	802-5175	279RXG2	WAL	W/D	SF000209
ZETRON	901-9679	ACOM DESK MIC	901-9679	241359	WAL	W/D	SF000231

## Exhibit B Equipment List and Locations

MFG.	MODEL	DESCRIPTION	PART #	SERIAL #	LOCATION	POSITION	ASSET TAG #
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241183	WAL	W/D	SF000228
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241321	WAL	W/D	SF000230
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241318	WAL	W/D	SF000227
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241201	WAL	W/D	SF000229
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239716	WAL	W/D	SF000223
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239714	WAL	W/D	SF000222
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060241	WAL	W/D	SF000225
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060239	WAL	W/D	SF000226
ZETRON	905-0368	RADIO GATEWAY ARG	905-0368	247811	WHD	COMM ROOM	SF000652
ZETRON	905-0434	MEDIA DOCK XS	905-0434	242614	WHD	DISPATCHER	SF000678
ZETRON	802-1588	DUAL FOOTSWITCH	802-1588	320023046	WHD	DISPATCHER	SF000674
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0109	035881	WHD	DISPATCHER	SF000671
DELL	XE11	SMALL FORM STANDARD PC	802-5166	27CDXG2	WHD	DISPATCHER	SF000677
ZETRON	901-9670	ACOM DESK MIC	901-9670	242010	WHD	DISPATCHER	SF000670
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241312	WHD	DISPATCHER	SF000667
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241320	WHD	DISPATCHER	SF000666
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241293	WHD	DISPATCHER	SF000668
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241331	WHD	DISPATCHER	SF000669
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239723	WHD	DISPATCHER	SF000676
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239756	WHD	DISPATCHER	SF000675
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060229	WHD	DISPATCHER	SF000673
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060230	WHD	DISPATCHER	SF000672
ZETRON	905-0303	MEDIA DOCK XS	905-0303	242687	WHD	W/D	SF000653
ZETRON	802-1588	DUAL FOOTSWITCH	802-1588	320023059	WHD	W/D	SF000655
CHERRY	SP0S	CHERRY CUSTOM KEYBOARD	803-0109	035751	WHD	W/D	SF000658
DELL	XE11	SMALL FORM STANDARD PC	802-5166	27CPXG2	WHD	W/D	SF000654
ZETRON	901-9670	ACOM DESK MIC	901-9670	242011	WHD	W/D	SF000659
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241306	WHD	W/D	SF000660
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241280	WHD	W/D	SF000661
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241323	WHD	W/D	SF000668
ZETRON	950-0884	5W AMPLIFIED SPEAKER ASSEMBLY	950-0884	241093	WHD	W/D	SF000663
ZETRON	950-1077	HEADSET JACKBOX	950-1077	236878	WHD	W/D	SF000656
ZETRON	950-1077	HEADSET JACKBOX	950-1077	239695	WHD	W/D	SF000657
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060224	WHD	W/D	SF000665
VIEWSONIC	VP2365-LED	CONSOLE POSITION LCD MONITOR 23"	802-2312	SGJ162060219	WHD	W/D	SF000664

## PRICE SHEET

### Annual Maintenance and Support Fees

Description of Work	Cost
Maintenance and Support – Year 1	\$426,707.48
Maintenance and Support – Year 2	\$448,042.85
Maintenance and Support – Year 3	\$470,445.00
Maintenance and Support – Year 4	\$493,967.25
Maintenance and Support – Year 5	\$518,665.61
Maintenance and Support – Option Year 1	\$544,598.89
Maintenance and Support – Option Year 2	\$571,828.83
<b>Total Maintenance and Support Fees (7 Years):</b>	<b>\$3,474,255.91</b>

### COTS Hardware Replacement

Replacement of lower MTBF items such as ACOM servers, LAN switches, console PCs, monitors, and controller power rectifiers. All pricing includes delivery to the County.

COTS Hardware Refresh		
Part #	Description	Price
XCOTS-001	Replace ACOM servers, LAN switches, console PCs, monitors, and controller power rectifiers	\$1,384,299.90

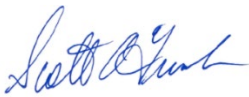
Professional Services (hourly rate unless otherwise specified)								
Part #	Description							
XPS- INSTALLATION	Cold Installation Physical installation of Zetron provided hardware							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
	\$244.00	\$256.20	\$269.01	\$282.46	\$296.58	\$311.41	\$326.98	
XPS- INHOUSESRVCS	Inhouse Professional Services Requirements evaluation, System Design, Staging, Configuration, Validation testing, Factory Acceptance Testing							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
	\$244.00	\$256.20	\$269.01	\$282.46	\$296.58	\$311.41	\$326.98	
XPS-FIELD- SRVCS	Field Professional Services Integration, Final Configuration, Validation Testing, Site Acceptance Testing, Post Cutover onsite support							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
	\$244.00	\$256.20	\$269.01	\$282.46	\$296.58	\$311.41	\$326.98	

## PRICE SHEET

XPS-TRAINING	Training						
	Technical training (Formal Classroom style), Operator Training						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$244.00	\$256.20	\$269.01	\$282.46	\$296.58	\$311.41	\$326.98

Onsite Services & Training (daily rate unless otherwise specified)							
Part #	Description						
X98-284F	Onsite Training, First Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$4,134.00	\$4,340.70	\$4,557.74	\$4,785.62	\$5,024.90	\$5,276.15	\$5,539.96
X98-284A	Onsite Training, Additional Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$2,756.00	\$2,893.80	\$3,038.49	\$3,190.41	\$3,349.94	\$3,517.43	\$3,693.30
X98-9284	Onsite Training, Travel Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$1,378.00	\$1,446.90	\$1,519.25	\$1,595.21	\$1,674.97	\$1,758.72	\$1,846.65
X93-284F	Onsite Support, First Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$4,134.00	\$4,340.70	\$4,557.74	\$4,785.62	\$5,024.90	\$5,276.15	\$5,539.96
X93-284A	Onsite Support, Additional Day						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$2,756.00	\$2,893.80	\$3,038.49	\$3,190.41	\$3,349.94	\$3,517.43	\$3,693.30
906-0165	Hourly Rate						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$265.00	\$278.25	\$292.16	\$306.77	\$322.11	\$338.21	\$355.13

Contractor certifies that the prices and fees listed herein will remain fixed and firm for the entire Term of the Contract, including any option periods that are exercised by the County.



\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
June 4<sup>th</sup>, 2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott French

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
President & Executive GM

\_\_\_\_\_  
Title of Authorized Official

## OPTIONAL WORK SCHEDULE

This Attachment B.2 (Optional Work Schedule) will be used by the County to maintain a listing of all Optional Work acquired by the County under the Contract using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Attachment B.2 (Optional Work Schedule) will be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and will be updated accordingly.

### 1. OPTIONAL WORK

Item No.	Description / Type (Application Modifications, Professional Services, Additional Products, etc.)	Request Date	Delivery Date	County Approval Date	Maximum Fixed price
					\$
<b>Subtotal (items completed &amp; approved by County)</b>					

In the event the County elects to acquire any of the Optional Work specified above, such Optional Work must be provided by Contractor to the County at the applicable Maximum Fixed Price set forth in Section 1 (Optional Work) above. Professional services including those for programming modifications and consulting services must be provided by Contractor to the County at the Fixed Hourly Rates not exceeding those specified in Exhibit B (Equipment List and Pricing Sheet), which must not increase during the Term of the Contract, including all extensions thereof.

### 2. POOL DOLLARS

Item No.	Event (Effective Date, Change Notice, Amendment)	Event Date	Adjusted Amount ("+", "-")	Remaining Amount
				\$

# EXHIBIT C

## SERVICE LEVEL AGREEMENT

DRAFT

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## 1.0 GENERAL

This Appendix C, Service Level Agreement (hereinafter SLA), sets forth the scope of, and Contractor's Service level commitment regarding the Maintenance and Support Services (M&S) for the Solution, including, but not limited to, M&S service levels for Hardware and Software support, correction of Deficiencies, warranties, and the County's remedies for Contractor's failure to meet the Service level commitment specified herein. This SLA is supplemental to the warranties and representations made in the Contract. Capitalized terms used in this SLA without definition will have the meanings given to such terms in the Contract.

## 2.0 SCOPE OF SERVICES

### 2.1 Description

Contractor must provide M&S services specified in the Contract, Exhibit A (Statement of Work) and this SLA, as more fully described in Paragraph 2.2 (Definitions) below.

### 2.2 Definitions

**Customer Support:** Has the meaning specified in Paragraph 4.1 (Scope of Support) below.

**Disaster:** A catastrophic event that results in Downtime or disruption of the Production Environment at the primary data center and requires Contractor to maintain an Active-Passive Disaster Recovery plan.

**Disaster Recovery:** A network configuration of independent nodes having the ability to replicate the Solution for real-time data recovery across the primary and secondary data centers instantaneously, as further described in Paragraph 4.4 (Business Continuity Strategy (Disaster Recovery)) of this SLA.

**Downtime:** The period of time that the Solution cannot be accessed due to the System being inaccessible. This excludes any scheduled downtime that has been mutually agreed to by both parties.

**Incident:** A circumstance or set of circumstances taken together, resulting in a failure to meet a Service level as required under Exhibit A (Statement of Work) and this SLA and which can result in a Downtime credit.

**Maintenance Services:** Any goods or Services provided under the Contract for maintaining the Solution. This includes, but is not limited to:

- a. Hardware Maintenance (e.g., Preventive Maintenance, and scheduled/unscheduled equipment repairs or replacement), and
- b. Software Maintenance (e.g., Preventive Maintenance, Software Upgrades, Updates, enhancements, patches, and other updates to the Solution Software, Solution Interface updates needed to maintain compatibility with the Solution, Solution security updates, and report design updates, as further outlined in Paragraph 3.0 (Maintenance Services) below.)

**Preventive Maintenance:** The regular inspection, cleaning, and replacement of System components in order to optimize System functionality and prevent any Unscheduled Downtime due to System failure.

**Service Credits:** Credits (or any other form of discount) to be applied to the applicable Service fees for Contractor's failure to timely resolve an Incident, or correct a Deficiency, including System Downtime.

**Severity Level:** The applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies) below.

**SLA (Service Level Agreement):** Refers to this Exhibit C and describes Contractor's Service level commitment regarding System maintenance as required by the Contract and this SLA, including but not limited to, M&S Services, and any/all warranties specified in the Contract and/or this SLA.

**Support Hours:** Means 365/366 Days per year, 24 hours per Day, 7 Days per week, with no exceptions made for holidays.

**Support Services:** Contractor's provision to the County of Customer Support services and help-desk assistance, as applicable.

**System Availability:** Has the meaning specified in Paragraph 5.3 (Solution Availability Requirements) below.

**System Performance:** The performance of the System with respect to Response Time, System Availability and Disaster Recovery.

**System Performance Requirements:** The requirements for System Performance, as agreed to by the parties, pursuant to Paragraph 5.3 (Solution Availability Requirements) below.

**Total Monthly Time:** The total number of minutes during a calendar month, excluding Scheduled Downtime.

### **3.0 MAINTENANCE SERVICES**

- 3.1 As part of System Maintenance, Contractor must provide Maintenance Services for all System Hardware delivered by Contractor to the County, and the Application Software, Interfaces, and Third-Party Software provided by Contractor to the County, as applicable, all as part of the Solution (hereinafter "Maintenance Services"), as provided herein.
- 3.2 Also, as part of Solution Maintenance, Contractor must provide Helpdesk support for all County-provided Third-Party Software, including the Operating System, transaction processing layer, and database layer of the entire System, as applicable, as provided herein.
- 3.3 Contractor must provide to the County a comprehensive program of scheduled Preventive Maintenance to ensure the County 24/7 uninterrupted availability of the Solution. The Preventive Maintenance program must include, but is not limited to:

- a. Hardware Preventive Maintenance including, but not limited to: inspections, cleaning, testing and connectivity, etc.
- b. Software Preventive Maintenance including, but not limited to: OS tuning, database tuning/compacting, error log reviews, error log purging, and security Software reviews, etc.

### 3.4 System Hardware

As part of Maintenance Services, Contractor must provide maintenance of the Solution's System Hardware infrastructure. Contractor must pass thru to the County all equipment warranties provided by the original equipment manufacturers at the point of sale. Contractor must repair, upgrade/replace, or oversee the repair, upgrade or replacement of, all System Hardware components as needed throughout the entire Term of the Contract to comply with the Solution Requirements and the warranties specified herein in this SLA and throughout the Contract.

3.4.1 As part of Contractor's Hardware Maintenance services for all Contractor-provided Solution Hardware, Contractor must:

- i. Inspect, clean, and test connectivity of all Hardware including connectivity between all redundant server nodes,
- ii. Utilize automated monitoring tools to monitor server operations at all installed sites, and report all Deficiencies to the County,
- iii. Agree with the County regarding the Severity Level of each identified Hardware Deficiency, and remedy the Deficiency in accordance with Paragraph 5.2 (Resolution of Deficiencies) below,
- iv. Provide technical support to administer and operate all System environments (e.g., Production, Training, Testing, and Business Continuity),
- v. Periodically test the System to ensure all data and configurations are automatically replicating (System backup) to each of the server sites as part of the Software Preventive Maintenance program, and
- vi. Annually test the System failover process. The County and Contractor must mutually agree on the appropriate date and time.

### 3.4.2 Technology Refresh

Upon completion of the second year of the Contract, following the Effective Date of the Contract, the County will have the option to initiate a Technology Refresh of the System provided by Contractor subject to the availability and approval of the necessary funding. The County must notify Contractor in writing at least ninety (90) days prior to the desired Technology Refresh date, confirming the availability and approval of the required funding for the Technology Refresh. Should the County elect not to proceed with the Technology Refresh, Contractor will not be liable for any System failures or performance issues arising from the continued use of the existing hardware beyond the second-year anniversary period. Additionally, should the County

elect not to proceed with the Technology Refresh, the parties agree to meet in good faith to discuss and negotiate suitable adjustments to metrics specified within this SLA to reflect the extended use of the hardware. Every five (5) years thereafter, should the Contract be extended beyond the original Term, a Technology Refresh will occur. Contractor must provide to the County a refreshment strategy to ensure the Solution will, at a minimum, meet the System performance requirements and ensure all hardware, software, and associated operating systems are fully supported. At the sole discretion of County Project Director, the Technology Refresh will be procured, delivered, and installed by Contractor as Optional Work. The actual date for the Technology will be as negotiated by the parties.

### 3.5 Application Software

- 3.5.1 Contractor must provide periodic Software Updates (“Updates”) to the Application Software to keep current with Contractor’s technology standards, industry standards, and Federal and California state mandates, and to maintain compatibility with the Solution Requirements, and with Third-Party Software, upgrades, updates, patches, bug fixes, etc. Contractor must timely deliver all Software Updates to the County, in accordance with this SLA and in coordination with County Project Manager.
- 3.5.2 Without limiting the other provisions of the Contract including, without limitation, the provisions of this SLA, such Updates must be provided to the County at least once every year, unless otherwise agreed-to by the County and Contractor. Contractor must notify the County, at least two weeks in advance, of all such updates to the Application Software prior to the anticipated installation date thereof. Contractor must test updates in the Test Environment. The County will assess impacts to its business processes, if any, and verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to the Production Environment. If not, Contractor must conduct additional testing, until the County verifies successful testing.
- 3.5.3 Notwithstanding, the County may choose at its sole discretion to not implement a particular Software Update. Contractor and the County will discuss the impacts and risks to the County, if any, for not implementing a particular Software Update. Contractor must roll back any Software Update to its prior version, as instructed by the County, when severe issues arise (as determined by both parties. Contractor must provide the County with a clearly defined configuration management plan (e.g., version control and source code control processes).
- 3.5.4 Contractor’s provision and installation of Software Updates (as defined in Paragraph 2.44 of the Contract) to the Application Software and all Third-Party applications are provided as part of Contractor’s annual M&S service delivery and will be at no additional cost to the County.
- 3.5.5 Any Updates necessary to remedy security problems in the System (e.g., closing “back doors” or other intrusion-related problems) must be provided

promptly following Contractor's knowledge of such problems. The County must also be notified in writing within no later than 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System Data or any other County data, subject to the provisions specified in Paragraph 17 (Security) of the Contract.

- 3.5.6 Contractor must install all Application software security patches not later than 14 Days from the initial/first time when Contractor is notified by either: 1) a Third-Party Software company, or 2) Department's data security office.

### 3.6 Solution Interfaces

Contractor must maintain and update all Solution Interfaces to remain compatible with all System Updates, as applicable.

### 3.7 Third-Party Software

- 3.7.1 As part of Maintenance Services, Contractor must provide Maintenance Services for all Third-Party Software included in the Solution and all the System Environments as described in the applicable project documentation or applicable Statement of Work, including but not limited to Operating Software, transaction processing software, database software, virtualization software, report-writer software, and other software installed in the Production Environments and Test/Train Environment that is not Contractor's Application Software. Contractor must update, upgrade, or replace these System Software components throughout the entire Term of the Contract to comply with the Solution Requirements and the warranties specified herein, and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Contract.
- 3.7.2 Contractor must provide updates to the System Software to keep current with Contractor's technology standards, industry standards, updates to the Application Software and other Application Modifications, all in coordination with County Project Manager.
- 3.7.3 Contractor must utilize automated software provisioning tools to perform remote software patches and install Version Releases, including security and Windows updates. Contractor must test all Third-Party Software updates to the Solution in the Test Environment. The County will verify whether the updates were tested successfully. If so, Contractor must proceed with transitioning updates to all the System environments. If not, Contractor must conduct additional testing, until the County verifies successful testing. Contractor must roll back any Third-Party Software update to its prior Version, as instructed by the County, when Severity Level 1 and 2 issues arise.
- 3.7.4 Contractor must utilize industry-standard software configuration management tools for tracking and controlling changes in the Solution for all environments.

- 3.7.5 All third-party security patches must be delivered and installed monthly or as available, as part of regular maintenance, or sooner upon request from County Project Manager or the Department's data security office.
- 3.7.6 Contractor must provide all Third-Party Software maintenance for Third-Party Software included in the Solution for both the primary and secondary data centers, monthly or as requested by the County, as part of regular maintenance.
- 3.7.7 Furthermore, any Third-Party Application that may be incorporated into the Solution by Contractor and become part of the Application Software will be subject to the same System maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

### 3.8 Additional Products

- 3.8.1 Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products purchased directly from Contractor, that may be acquired by the County under the Contract as Optional Work. Contractor must provide price quotes as requested by Department for Additional Products. Additional Products will include the provision to the County of all accompanying and/or supporting Documentation at no additional cost to the County.
- 3.8.2 Prior to the installation of any Additional Product or any update thereto, Contractor must test and ensure such Additional Product's compatibility with the then-current version of the System Software including, without limitation, service packs and security patches, promptly upon their release. The County will validate the testing.

### 3.9 System Availability

Unless otherwise agreed to in advance by the County, Contractor must provide all Maintenance Services, including installation of Updates, with no Downtime. If Downtime occurs, Paragraph 5.4 (Solution Availability and Credits) of this SLA will apply. In the event that System Maintenance is required, Contractor must ensure that, during any such System Maintenance, the System Availability requirements of the Contract are met and that the Solution remains fully operational.

### 3.10 Business Continuity Strategy (Disaster Recovery)

As part of Support Services, Contractor must provide Disaster Recovery Services, throughout the entire Contract Term.

Contractor must maintain and implement an agreed-upon Disaster Recovery environment to ensure that the Solution is not interrupted during a declared disaster, including those relating to, but not limited to, Disaster Recovery procedures, security, personnel due-diligence, and training.

Upon occurrence or declaration of a force majeure event, Contractor will be subject to the following minimum Disaster Recovery requirements:

- i. Contractor will have complete responsibility for continuation of Service and restoration of the Solution, as applicable.
- ii. In the event of a force majeure declaration [see Paragraph 67 (Force Majeure) of the Contract], Contractor will be required to maintain regular and consistent communication with the County regarding the outage, and steps needed to restore the System and the Solution.
- iii. Contractor must configure the Solution to immediately failover to the next available data center to ensure 100% availability instantaneous with the occurrence of a force majeure event.

## **4.0 CORRECTION OF DEFICIENCIES**

### **4.1 Identification of Deficiencies**

Deficiencies may be identified either by Contractor's use of its own monitoring tools or discovered by the County. Upon discovery of a Deficiency by the County, the County will report the Deficiency and its Severity Level to Contractor's Customer Support for resolution in accordance with this SLA. Upon discovery of a Deficiency by Contractor, Contractor will report the Deficiency to County Project Manager. Regardless of the Deficiency discovery source, at all times, Contractor must keep the County informed on all identified Deficiencies. The parties must mutually agree to assign the appropriate severity Level to any Deficiency discovered by Contractor.

The severity Level of a Deficiency will be assigned according to the Severity Level definitions set forth in Paragraph 4.2.1 (Problem Correction Priorities) of this SLA. Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, the County may reevaluate, and escalate or downgrade the Severity Level of the Deficiency, pursuant to Paragraph 4.2.3 (Severity Level Adjustment) of this SLA.

### **4.2 Resolution of Deficiencies**

#### **4.2.1 Problem Correction Priorities**

For each Deficiency reported by the County to Contractor, the County will assign the Severity Level to that Deficiency. For each Deficiency discovered by Contractor by its own problem monitoring system, Contractor will initially assign that Deficiency's Severity Level in consultation with the County.

Following a report of a Deficiency from the County, Contractor must respond back to the County within the prescribed "Service Response Timeframe" and resolve each such Deficiency within the specified "Service Resolution Time" as specified in the table below.

Following the report of a Deficiency by Contractor, Contractor must resolve each such Deficiency within the specified "Resolution Time" based on the Severity Level agreed-to by the parties.

Resolution times for correction of Deficiencies reported by the County will start tolling when the County first notifies Contractor of a Deficiency by telephone or as otherwise specified herein, including Contractor's Customer

Support, and will end when the County determines that the Deficiency has been resolved.

Conversely, resolution times for correction of Deficiencies reported by Contractor to the County will start tolling when Contractor should have notified or first notifies the County of a Deficiency by telephone or as otherwise specified herein, including Contractor’s Customer Support, and will end when the County determines that the Deficiency has been resolved.

Severity Level	Description of Deficiency (any one of the following)	Service Response Timeframe	Service Resolution Time
<p style="text-align: center;"><b>1</b> <b>Critical</b></p>	<p><b>Product Failure/Loss of Service (loss of more than 50% of console/radio/telephone capacity):</b> This class of problem is a threat to public safety. It is service affecting and an on-going critical problem, which requires immediate action. “Service affecting” means the Customer is unable to properly perform its duties and no work-around is available. Severity Level 1 problems involve a System failure that renders the System inoperable or significantly reduces system operability.</p>	<p><b>1 Hour</b></p> <p>Credits applied for each hour thereafter an ‘Incident’</p>	<p>Resolve Incident or formulate reasonable workaround within four consecutive hours.</p> <p>Credits double for all hours thereafter. Each hour an ‘Incident’.</p>
<p style="text-align: center;"><b>2</b> <b>Severe</b></p>	<p><b>Severely Impaired Functionality (loss of more than 10% and up to 50% of console/radio/telephone capacity):</b> This class of problem is feature affecting and an on-going problem that requires immediate action. “Feature affecting” means loss of a feature that limits the ability of the Customer to perform duties while the core abilities are unaffected. Severity Level 2 problems involve the loss of functionality of non-critical functional components or features, while the System itself remains operable. Severity Level 2 involves a major impact such as a loss of more than 10% and up to 50% of console/radio/telephone capacity or the loss of a major functionality (e.g., no delivery of MDC IDs).</p>	<p><b>2 Hours</b></p> <p>Credits applied for each hour thereafter an ‘Incident’</p>	<p>Resolve Incident or formulate reasonable workaround within two consecutive Days.</p> <p>Credits double for all hours thereafter. Each hour an ‘Incident’.</p>
<p style="text-align: center;"><b>3</b> <b>Non-critical</b></p>	<p><b>Non-critical system failure (loss of 10% or less of console/radio/telephone capacity):</b> This class of problems requires action from the Call Center within a short time. Severity Level 3 problems may cause performance degradation or system components to malfunction. Severity Level 3 may involve more than one console/radio/telephone not functioning.</p>	<p>4 Hours</p> <p>Credits applied for each hour thereafter an ‘Incident’</p>	<p>Resolve Incident within five consecutive Days.</p> <p>Credits commence on Day six for each Day thereafter, 8am-5pm. Each Day thereafter an ‘Incident’.</p>



Severity Level	Description of Deficiency (any one of the following)	Service Response Timeframe	Service Resolution Time
<b>4 Minor</b>	<b>Minor Issue:</b> This class of problems is non-service affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, problems that have feasible workarounds available, such as a single console position or radio/phone line down.	1 Business Day  Credits applied for each Business Day 8am-5pm thereafter an 'Incident'	Resolve Incident within eight Business Days.  Credits commence on Day nine for each Day thereafter, 8am-5pm. Each Day thereafter an 'Incident'.
<b>5 Inquiry</b>	<b>Inquiry:</b> Question regarding the operation of the equipment or future reconfiguration work.	3 Business Days	Resolve Incident within a time frame agreed to by the parties.

#### 4.2.2 Problem Resolution Process

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

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

#### 4.2.3 Severity Level Adjustment

The County may escalate or downgrade the Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be mutually escalated by the County and Contractor if the Deficiency persists or reoccurs, as determined by County Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 4.2.1 (Problem Correction Priorities) above. Contractor may request an exception to the prescribed timeline when there are extenuating circumstances. Such request may or

may not be granted at the sole and absolute discretion of County Project Manager.

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

**4.3 Solution Availability Requirements**

Unscheduled System Downtime is not permissible under the Contract. Nonetheless, should a circumstance of such severity require Downtime, the County and Contractor must mutually agree on the appropriate date and time.

The Solution must meet the Solution availability requirements specified below, including, but not limited to, those relating to Major Deficiencies and System Availability, as specified in this SLA. All Solution Downtime will be deemed a Major Deficiency for the purpose of the correction of Deficiencies and other County remedies. All Major Deficiencies, for purposes of this Paragraph 4.3, will be considered Solution Downtime, and will be subject to the Service Credits stated below.

**4.4 Solution Availability and Credits**

The Solution must be operational at 100% availability. Performance will be measured monthly. In the event Contractor fails to meet the availability requirements, Contractor must provide Service Credits to the County as follows:

<b>SYSTEM AVAILABILITY (% OF SERVICE MONTH)</b>	<b>SERVICE RESPONSE/RESOLUTION AND/OR DOWNTIME RANGE / MONTH</b>	<b>SERVICE CREDITS (%OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH)</b>
=> 99.9% and <= 100%	0.00 – 1.00 hours	2.5%
=> 98.9% and < 99.9%	1.01 – 8.00 hours	5%
=> 97.9% and < 98.9%	8.01 –15.00 hours	20%
=> 95.9% and < 97.5%	15.01 – 29.00 hours	35%
=> 93.9% and < 95.9%	29.01 – 44.00 hours	45%
=>91.9% and < 93.9%	44.01 – 58.00 hours	50%
=>89.9% and < 91.9%	58.01 – 72.00 hours	60%
=>87.9% and < 89.9%	72.01 – 87.00 hours	75%
and < 87.9%	Beyond 87.01 hours	Fee Waived for that Month

System Availability will be calculated as follows:

$$\text{System Availability} = (\text{Total Monthly Hours required availability} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$

EXAMPLES:

- Case #1: June has 720 hours; System was 'lights-out' for 8 minutes.  
8/60 = .134 hours Solution Downtime  
720 - .134=719.866 hours, System was 'Available'  
719.866 / 720 = .9998138 = 99.981% Availability (2.5% Svc Credits Assessed)
- Case #2: June has 720 hours; System had a reported Severity Level 2 Deficiency which required 4 hours to remedy.  
4 hours Solution Downtime  
720 - 4=716 hours, System was 'Available'  
716 / 720 = .9944 = 99.4% Availability (5% Svc Credits Assessed)
- Case #3: June has 720 hours; System has a reported Severity Level 2 Deficiency which required 6 hours to remedy.  
6 hours to remedy = 8 hours of Solution Downtime [4 hours + 4 hours (2 hours "doubled")]  
720 - 8=712 hours, System was 'Available'  
712 / 720 = .9889 = 98.8% Availability (20% Svc Credits Assessed)
- Case #4: June has 720 hours; System had a reported Severity Level 3 Deficiency, and Contractor took 10 hours to respond.  
10 hour response time = 2 hours of Delayed Response/Resolution  
720-2=718 hours, Delayed Service Response/Resolution  
718/720=.9972=99.7% (5% Svc Credits Assessed)

**COUNTY'S ADMINISTRATION**

**CONTRACT NO.:** \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: David Sum  
Title: Captain  
Address: 1277 North Eastern Avenue  
Los Angeles, CA 90063  
Telephone: 323-881-8001  
Facsimile: 323-415-1093  
E-Mail Address: dcsun@lasd.org

**COUNTY PROJECT MANAGER:**

Name: Marshall Yelverton  
Title: Lieutenant  
Address: 1277 North Eastern Avenue  
Los Angeles, CA 90063  
Telephone: 323-881-8002  
Facsimile: n/a  
E-Mail Address: mryelver@lasd.org

**CONTRACT COMPLIANCE MANAGER:**

Name: Alesia Fuller  
Title: Administrative Services Manager I  
Address: 211 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: 213-229-3254  
Facsimile: 323-415-3998  
E-Mail Address: awfuller@lasd.org

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** ZETRON, INC.**CONTRACT NO.:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**Name: Tad CoynerTitle: Principal Systems EngineerAddress: 6812 185th Ave NERedmond, WA 98052Telephone: 425-820-6363

Facsimile: \_\_\_\_\_

E-Mail Address: tad.coyner@zetron.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Scott FrenchTitle: PresidentAddress: 6812 185th Ave NETelephone: 425-820-6363

Facsimile: \_\_\_\_\_

E-Mail Address: scott.french@zetron.comName: Steven BegedaTitle: Vice President, Global Strategic SalesAddress: 6812 185th Ave NERedmond, WA 98052Telephone: 206-910-0918

Facsimile: \_\_\_\_\_

E-Mail Address: steve.begeda@zetron.com**Notices to Contractor shall be sent to the following:**Name: Steven BegedaTitle: Vice President, Global Strategic SalesAddress: 6812 185th Ave NERedmond, WA 98052Telephone: 206-910-0918

Facsimile: \_\_\_\_\_

E-Mail Address: steve.begeda@zetron.com

## CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME: ZETRON, INC. Contract No.: \_\_\_\_\_

### GENERAL INFORMATION:

Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

### CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of their performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

### CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation,

## CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including termination of the Contract.

### COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 6 / 4 / 24

PRINTED NAME: Scott French

TITLE OF ITS AUTHORIZED REPRESENTATIVE: President & Executive GM

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME: ZETRON, INC. Contract No.: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

### GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

### EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the sole satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the sole satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

### CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the



## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE OF ITS AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

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

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

CONTRACTOR NAME: ZETRON, INC. Contract No.: \_\_\_\_\_

NON-EMPLOYEE NAME: \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer and the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced

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

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

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

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

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress, including but not limited to my removal from working on the Contract.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE OF ITS AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**SAFELY SURRENDERED BABY LAW**

**THERE'S A BETTER CHOICE.  
SAFELY SURRENDER YOUR BABY.**

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



# SAFELY SURRENDERED BABY LAW

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

## FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



## ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A BETTER CHOICE.  
SAFELY SURRENDER YOUR BABY.



No shame | No blame | No names



DRAFT

## SAFELY SURRENDERED BABY LAW



### FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

### ANSWERS TO YOUR QUESTIONS

#### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

#### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

#### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

#### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

#### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

#### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

#### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

## COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles ("County") is committed to safeguarding the Integrity (as defined below) of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and Contractor's commitment and agreement to fulfill each of their respective obligations under applicable local, 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 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 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 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 will prevail unless stated otherwise.

### 1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- 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.

## COUNTY - INFORMATION SECURITY AND PRIVACY 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.** Contractor must 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 must 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.

Contractor must exercise the same degree of care in safeguarding and protecting County



## COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

Contractor's Information Security Program must:

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

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

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

Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that Contractor complies with all applicable laws and regulations;
- External privacy policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

## **COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

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

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information will not be used by Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or otherwise used by, or on behalf of, Contractor, its officers, directors, employees, or agents. 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, 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 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. 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**

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

Contractor must 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**

Refer to Paragraph 7.6 (Confidentiality) and Exhibit H2 (Departmental Information Security Requirements) of the Contract.

### **7. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, 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 will also apply to all Subcontractors and third parties. Contractor or third party will be subject to the following terms and conditions: (i) each 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 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) Contractor will be and remain fully liable for the acts and

## COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

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

### 8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobiles, 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.

Contractor will encrypt County Information transmitted on networks outside of 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, any cloud storage of County information will reside in CJIS compliant cloud providers only. All mobile devices storing County Information will 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.

### 9. DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon the County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly destroy, all originals and copies of all documents and materials it has received containing County Information; or (ii) if destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b. below of this Section.
- b. **Method of Destruction.** Contractor will 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. 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

## **COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

will be sent to the designated County contract manager within ten 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 Contractor hereunder), at the County's option.

### **10. 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.

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

Contractor must: (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 13 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.

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 Contractor makes backups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **12. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 8 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 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by Contractor at off-site facilities.

## COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor must implement formal procedures to control access to the 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 must 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. 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. Contractor will record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### 13. SECURITY AND PRIVACY INCIDENTS

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

- 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 will 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:**

Jeffrey Aguilar

Chief Information Security Officer

320 W. Temple Street, 7th Floor, Los Angeles, CA 90012

(213) 253-5659

**Chief Privacy Officer:**

Lillian Russell

Chief Privacy Officer

320 W. Temple Street, 7th Floor, Los Angeles, CA 90012

(213) 351-5363

## COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

### Departmental Information Security Officer:

Fransiscus X. Gunawan (DISO)  
Departmental Information Security Officer  
12440 Imperial Hwy., Suite 400 E., Norwalk, CA 90650  
(562) 345-4181

- 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, and
  - 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 Contractor, and unless prohibited by law, Contractor will 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 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 the Contract and this Exhibit, Contractor will 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 Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

### 14. NON-EXCLUSIVE EQUITABLE REMEDY

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,

## **COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

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 additional remedies available within law or equity. Any breach of Confidentiality as outlined in Paragraph 7.6 (Confidentiality) and Exhibit H2 (Departmental Information Security Requirements) of the Contract, constitutes a material breach of this Contract and will be grounds for immediate termination of this Contract at the exclusive discretion of the County.

### **15. AUDIT AND INSPECTION**

Refer to Exhibit H2 (Departmental Information Security Requirements) of the Contract.

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## COUNTY - INFORMATION SECURITY AND PRIVACY REQUIREMENTS

### ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this Contract.

- a. **Inventory:** Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. Contractor must be able to provide such management records to the County at inception of the Contract and anytime upon request.
- b. **Access Control:** Contractor agrees to manage access to all Systems or Hardware covered under this Contract, so long as County maintains an active and fully paid Maintenance & Support plan. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to only those strictly necessary. Prior to effective date of this Contract, Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 Days of the release of such updates, upgrades, or patches. Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason Contractor cannot do so within 90 Days, Contractor must provide a Risk assessment to the Department DISO.
- d. **Vulnerability Management:** Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, Contractor must provide a Risk assessment to the Department DISO who will consult with the County's CISO. The County's CISO must approve the Risk acceptance and Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, Contractor will encrypt all workstations, portable devices (e.g., mobiles, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the Department DISO.
- f. **Malware Protection:** Contractor will provide and maintain industry-standard endpoint antivirus and anti-malware protection on all Systems and Hardware as approved or required in Exhibit A(Statement of Work) and Exhibit C (Service Level Agreement) to the Contract. The Department DISO will consult with the County's CISO to ensure provided hardware is free, and remains free of malware. Contractor agrees to provide the County documentation proving malware protection status upon request.



## DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Exhibit H2 sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential 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 standards set forth in this Exhibit H2 will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit H2, capitalized terms have the meanings set forth in the Contract.

### 1. SECURITY POLICY

Contractor must establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

### 2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor must screen and conduct background checks on all Contractor personnel who will have access to County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), will specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

### 3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by the County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit H2, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

### 4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the Health Insurance Portability and

## DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

Accountability Act of 1966 (HIPAA), as amended and supplemented by the Health Information Technology for Economic and Public Health Act (HITECH). Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobiles, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor will destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) must be managed by a Mobile Device Management system. All workstations, PCs, laptops, and tablets will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

### 5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County Project Director in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and previously approved by the County in writing. The foregoing requirements will apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

### 6. HARDWARE RETURN

Upon termination or expiration of the Contract at any time upon the County's request, Contractor must return all hardware, if any, provided by the County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to the County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information should not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by the County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing

## DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

the destruction method used and the data sets involved, the date of destruction, and the company and/or individual who performed the destruction will be sent to a designated County security representative within 15 days of termination or expiration of the Contract or at any time upon the County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section will be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

### 7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information must be housed 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.

### 8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor must: (i) monitor and manage all of its information processing facilities, including without limitation, implementing operational procedures, change management and incident response procedures; (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

### 9. ACCESS CONTROL

Contractor must implement formal procedures to control access to its systems, services, and data, including but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor will record, review and act upon all events in accordance with incident response policies set forth below.

### 10. SECURITY INCIDENT

A "Security Incident" means the successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the

## DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

- c. Contractor will provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by the County. The County or its third-party designee may, but is not obligated, perform audits of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. The County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

### 11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon the County's request, Contractor will provide to the County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date must include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
  - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
  - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
  - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
  - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
  - (i) Audit spans a full twelve (12) months of operation and is produced annually.
  - (ii) The resulting detailed report is available to the County.

## DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

- (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above.

### 12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, the County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than 90 days from the date of the request by the County. The County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. The County will pay for all third-party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor will cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators will have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

### 13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to the County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any HIPAA and -HITECH, will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information," trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract, is and will remain the property of the County and the County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under this Contract, nor may such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Contract, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof, 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 either of them might have at law or equity.

## DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

Any breach of this Section 13 (Confidentiality) will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** “Personally Identifiable Information” means any information that identifies a person, including but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information includes, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from the County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients, customers, and incarcerated persons and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by the County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) the County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information as required by this Contract.
- e. **Return of Confidential Information.** On the County’s written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy all originals and copies of all documents and materials it has received containing County’s Confidential Information; and (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract,

## DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

and provide a notarized written statement to the County certifying that all documents and materials referred to in Subsections 13(a) and (b) above have been delivered to the County or destroyed, as requested by the County. On termination or expiration of this Contract, the County will return or destroy all Contractor's Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

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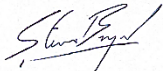
## COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

Contractor is required to provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information, and any other information described in Exhibit H2 (Departmental Information Security Requirements) to the Contract by completing this Exhibit H3. By signing this Exhibit H3, Contractor certifies that it will be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Contract.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Steven Begeda  
Official's Name

Vice President, Global Strategic Sales  
Official's Title

  
Official's Signature



## EXHIBIT H4

# DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS

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# DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS

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# DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS

## Introduction

### Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements apply to all County and externally hosted applications: County-developed and third-party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test, and monitor the overall System's security capabilities that shall consistently be met throughout the terms of the contract.

Requests for exceptions to any specific requirements within this requirement must be reviewed by the Departmental Information Security Officer (DISO) and approved by the Departmental management. The request should specifically state the scope of the exception, along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. The Departmental management will review such requests, confer with the requesting project team and approve as appropriate.

### Application Name and Brief Description:

ACOM Console Software (ACS) - Public safety dispatch console application

operating in a client/server mode.

Scott French

Application Owner Name



Application Owner Signature

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
<b>1.0</b>	<b>Secure Coding</b>		
1.1	Comply with the County Application Secure Coding Standard	Y	We comply with NIST standards
<b>2.0</b>	<b>Software as a Service (SaaS), if applicable</b>		
2.1	Comply with the County SaaS Security and Privacy Standard	N/A	
<b>3.0</b>	<b>Authentication (Login/Sign-on)</b>		
3.1	Authentication mechanism uses password that meets the County Password Security Standard	Y	Authentication is Via Username and password
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)	Y	Via AD option
3.3	Application login must be integrated with a central department and/or County authentication mechanism (e.g., AD)	Y	Supports AD as an option
3.4	System encrypts passwords before transmission	Y	Via AD Option
3.5	Ensure passwords are hashed and salted before storage	Y	Passwords are hashed
3.6	For public facing applications, implement multi-factor authentication (e.g., password) for applications with sensitive and/or confidential information (e.g., PII, PHI)	N/A	

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
<b>4.0</b>	<b>Authorization (User Permissions)</b>		
4.1	Users are associated with a well-defined set of roles and privileges	Y	Roles via configuration settings
4.2	Users accessing resources hold valid credentials to do so, for example: <ul style="list-style-type: none"> <li>• User interface (UI) only shows navigation to authorized functions</li> <li>• Server side authorization checks for every function</li> <li>• Server side checks do not solely rely on information provided by user4</li> </ul>	Y	Managed through role assignments
4.3	Role and permission metadata is protected from replay or tampering by using one of the following: <ul style="list-style-type: none"> <li>• Tokens/tickets expires after a single use or after a brief period</li> <li>• Standard authorization/authentication protocol (e.g., SAML, OAuth)</li> </ul>	N	
<b>5.0</b>	<b>Configuration Management (Database and Application Configuration Security)</b>		
5.1	Database Security: System restricts users from directly accessing the database	N/A	No database
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)	N/A	No Webservices

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
5.3	Application/database connection credentials need to be encrypted in transit and in storage	N/A	No Database
5.4	Application/database connection and service accounts must comply with least privilege principle (i.e., must not be database admin account)	N/A	
<b>6.0</b>	<b>Data Security</b>		
6.1	Sensitive (e.g., password protected) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., pursuant to Board of Supervisors Policy No.5.200)	N/A	
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)	N/A	
<b>7.0</b>	<b>Audit logging and reporting</b>		
7.1	Application provides audit reports such as configuration, user accounts, roles, and privileges	Y	Audit logs for Server Suite

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
7.2	Auditing and logging an event in the system must include, at a minimum: <ul style="list-style-type: none"> <li>• Successful and unsuccessful logons to application</li> <li>• Security Configuration changes (add, delete users, change roles/group permissions, etc.)</li> <li>• Sensitive business transaction/functions (e.g., override approvals)</li> <li>• All logged information is handled securely and protected as per its data classification</li> </ul>	Y	
7.3	The event parameters logged must include: <ul style="list-style-type: none"> <li>• User or system account ID</li> <li>• Date/time stamp</li> <li>• IP address</li> <li>• Error/event code and type</li> <li>• Type of transaction</li> <li>• User device or peripheral device involved in transactions</li> <li>• Outcome (success or failure) of the event</li> </ul>	Y	Audit log records a log message with the date/time of the event including source IP address and/or user name when relevant.
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements	Y	
<b>8.0</b>	<b>Reference</b>		
8.1	County Web Application Secure Coding Standards	N/A	No web application.
8.2	County Password Security Standard	Y	Authentication is via Username and password
8.3	Database Security Standard	N/A	No database.

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
8.4	County Windows Server Baseline Security Standard	Y	Where applicable.

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## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/10/2024	
<b>BOARD MEETING DATE</b>	7/23/2024	
<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>	Sheriff	
<b>SUBJECT</b>	Seeking approval of the attached Agreement for continued provision of services by the Sheriff's Department	
<b>PROGRAM</b>	Law Enforcement Dispatching and Communications Services Agreement by and Between the County and Compton Community College District (CCCD)	
<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>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Agreement expires June 30, 2024	
<b>COST &amp; FUNDING</b>	Total cost: \$16,000.00	Funding source: This estimated cost is based on rates developed by the Auditor-Controller each fiscal year, which will be offset by revenue from CCCD.
	TERMS (if applicable): Upon execution by the Sheriff through June 30, 2029	
	Explanation: The billing rates recover all direct and indirect overhead costs associated with the provision of services.	
<b>PURPOSE OF REQUEST</b>	<ul style="list-style-type: none"> <li>• Seeking Board's approval of the attached Agreement, and delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the Agreement with CCCD.</li> <li>• Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar with other public agencies requesting such Services, commencing upon execution by the Sheriff, through June 30, 2029.</li> <li>• Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement and/or supplemental agreements as set forth in Section 9.0 (Amendments) of the Agreement</li> </ul>	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The working relationship started in 2019 when CCCD realized the need of a local general-law policing agency to handle emergency phone calls (9-1-1), dispatching calls for services, and other communication capabilities during critical times. Inter-agency collaboration ensures efficient responses, enhances public safety, and facilitates easy access to police services. This working relationship eases the burden for callers to locate the appropriate law enforcement agency during an emergency.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Department has demonstrated the ability to provide services to a diverse population. The current employee cadre at the Sheriff's Department closely reflects the campus population and surrounding community.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Jason Lee, Sergeant, 213-229-1647, <a href="mailto:jrlee@lasd.org">jrlee@lasd.org</a>

July 23, 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 OF A LAW ENFORCEMENT DISPATCHING AND  
COMMUNICATIONS SERVICES AGREEMENT BY AND BETWEEN THE COUNTY  
OF LOS ANGELES AND COMPTON COMMUNITY COLLEGE DISTRICT  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Law Enforcement Dispatching and Communications Services Agreement (Agreement) with Compton Community College District (Compton Community College) for the provision of dispatching and communications services (Services) by the Department through June 30, 2029.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute an Agreement, substantially similar to the attached Agreement, with Compton Community College for the provision of Services to the Compton College Police Department (CCPD) commencing upon execution by the Sheriff through June 30, 2029.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar to the attached Agreement with other public agencies requesting such Services, commencing upon execution by the Sheriff, through June 30, 2029.

3. Delegate authority to the Sheriff, or his designee, to publish the annual billing rates and to execute supplemental agreements and amendments as set forth in Section 9.0 (Amendments) of the Agreement.
4. Delegate authority to the Sheriff, or his designee, to terminate the Agreements if it is in the best interest of the County.

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

The approval of this Agreement will permit the Department to continue dispatching and communication services to Compton Community College and CCPD. The current agreement expires June 30, 2024. Compton Community College and the CCPD would like to continue the working relationship and Services with the Department and the Compton Sheriff's Station, which is their local general-law policing agency.

The Services encompass duties and functions within the jurisdiction of, and customarily rendered by, the Department under the County Charter and the statutes of the State of California. The Services typically involve the provision of receiving emergency phone calls (9-1-1), dispatching of calls for service, use of Department radio and data system communications, Sheriff Station's dispatching support, and the Department's Sheriff's Communication Center (SCC) radio support to the Compton Community College and the CCPD.

### **Implementation of Strategic Goals**

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, North Star 2: Foster vibrant and resilient communities, Focus Area Goal C, Public safety; additionally, North Star 3: Realize tomorrow's government today, Focus Area Goal A, Communication and public access.

### **FISCAL IMPACT/FINANCING**

There is no net county cost to the Department. The estimated cost of services in Fiscal Year 2024-25 is \$16,000. Compton Community College shall reimburse the Department for requested services in accordance with the appropriate and prevailing billing rates as determined by the Auditor-Controller each Fiscal Year. Compton Community College is aware the billing rates are revised at the beginning of every Fiscal Year as determined by the Auditor-Controller. The billing rates are developed by the Auditor-Controller, pursuant to the requirements, policies, and procedures adopted by the Board.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement is authorized by Section 56 ¾ of the County Charter. The Agreement allows for the provision of Services by the Department commencing upon execution by the Sheriff through June 30, 2029. The Agreement may be terminated by either party with 60 calendar days advance written notice. The Agreement provides for the mutual indemnification of the parties.

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

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

There is an anticipated minimal workload increase to current law enforcement services at the Department's Compton Sheriff's Station dispatch desk and SCC.

**CONCLUSION**

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

Sincerely,

ROBERT G. LUNA  
SHERIFF

**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES  
 AGREEMENT  
 BY AND BETWEEN  
 COUNTY OF LOS ANGELES  
 AND  
 COMPTON COMMUNITY COLLEGE DISTRICT**

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**ATTACHMENT A – STATEMENT OF WORK**

**ATTACHMENT B – DISPATCHING AND COMMUNICATIONS SERVICES RATES, EQUIPMENT  
 USE RATES, AND SERVICE LEVEL AUTHORIZATION**

**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES  
AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
COMPTON COMMUNITY COLLEGE DISTRICT**

This Law Enforcement Dispatching and Communications Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Los Angeles ("County") and the Compton Community College District ("Public Entity.")

**RECITALS**

- (a) Whereas, the Public Entity is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such law enforcement services within the County on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by Section 56-3/4 of the Charter of the County of Los Angeles; and
- (d) Whereas, the County is agreeable to rendering such law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees to provide law enforcement dispatching and communications services to the Public Entity to the extent and in the manner set forth in this Agreement, including Attachment A (Statement of Work) which is attached hereto and incorporated herein by this reference.
- 1.2 Except as otherwise set forth herein, the County shall furnish and supply, as available, all labor, supervision, personnel, equipment, communications facilities, and supplies necessary to provide the law enforcement dispatching and

communications services required under this Agreement. Notwithstanding the foregoing, the Public Entity may provide additional resources for the County to utilize in the performance of the supplemental law enforcement services.

- 1.3 If applicable, the Public Entity hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for law enforcement services herein the right to transmit and broadcast communications to the Public Entity's police department's units via the primary dispatch frequency and/or any other law enforcement frequency for which the Public Entity is licensed by FCC.
- 1.4 Except as otherwise specifically set forth in this Agreement, law enforcement dispatching and communications services shall encompass duties and functions within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Public Entity shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the Public Entity
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 With regard to Paragraphs 2.1 and 2.2 above, in the event of an unresolved dispute over the minimum level of performance of services, the County shall have final and conclusive determination as between the parties hereto.
- 2.4 All Public Entity employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Public Entity and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Public Entity employees shall become employees of the County.



- 2.5 The Public Entity shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Public Entity. Except as herein otherwise specified, the Public Entity shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her performance of services under this Agreement.
- 2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL AND EQUIPMENT**

- 3.1 Services performed and equipment provided hereunder shall be as set forth on Attachment A (Statement of Work) of this Agreement and Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement. To the extent that the terms of any Attachment to this base document may conflict with the base document, the terms of this base document shall prevail.
- 3.2 For any changes in the work requirements set forth in Attachment A (Statement of Work) of this Agreement and/or the service levels set forth in Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement, a revised Attachment A (Statement of Work) of this Agreement and/or a revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement shall be signed and authorized by the Public Entity and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

### **4.0 INDEMNIFICATION**

- 4.1 The Public Entity shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers

(“County Indemnites”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnites.

- 4.2 The County shall indemnify, defend, and hold harmless the Public Entity, its employees, agents and volunteers (“Public Entity Indemnites”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Public Entity Indemnites.

## **5.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon execution by the Sheriff and shall terminate June 30, 2029, unless sooner extended or terminated in whole or in part as provided for herein.

## **6.0 RIGHT OF TERMINATION**

- 6.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 6.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff’s duties as required by law.
- 6.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **7.0 BILLING RATES**

- 7.1 The Public Entity shall pay the County for the services and equipment provided under this Agreement at the billing rates set forth on Attachment B (Dispatching

and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement as established by the County Auditor-Controller.

- 7.2 The billing rates set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement shall be readjusted annually by the County Auditor-Controller effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service and equipment in accordance with the policies and procedures for determination of such rates, as adopted by the County Board of Supervisors.
- 7.3 The Public Entity shall be billed at the current fiscal year's billing rates based on the service level and equipment provided within the parameters of Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement.

## **8.0 PAYMENT PROCEDURES**

- 8.1 The County, through the Sheriff's Department, shall render to the Public Entity, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the Public Entity shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 8.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Public Entity shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 8.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from last day of the month in which the services were performed, or in the event of disputed amounts, calculated from the date the resolution is memorialized.

**9.0 AMENDMENTS**

- 9.1 Except for changes pursuant to Paragraph 7.2 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and the Public Entity.
- 9.2 Notwithstanding Paragraph 9.1 above, the Sheriff or his designee is hereby authorized to execute on behalf of the County any supplemental agreements and/or Amendments referenced in Sections 3.0 and 8.0 of this Agreement.
- 9.3 In accordance with Paragraph 7.2 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement. The revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) shall serve as an Amendment to this Agreement.

**10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

**11.0 AUTHORIZATION WARRANTY**

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

**12.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and

consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **13.0 NOTICES**

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Bureau Captain  
211 W. Temple Street, 7th Floor  
Los Angeles, California 90012

Notices to the Public Entity shall be addressed as follows:

Compton Community College District  
Attn: Chief of Police  
1111 E. Artesia Boulevard  
Compton, California 90221-5393

### **14.0 VALIDITY**

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

### **15.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**16.0 ENTIRE AGREEMENT**

This Agreement, including Attachment A (Statement of Work) and Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement.

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DRAFT

**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES  
AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
COMPTON COMMUNITY COLLEGE DISTRICT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff, and the Public Entity has caused this Agreement to be executed on its behalf by its authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Robert G. Luna, Sheriff

Date \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

COMPTON COMMUNITY COLLEGE  
DISTRICT

By \_\_\_\_\_  
Dr. Abdul Nasser, Vice President

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Attorney

Date \_\_\_\_\_

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Marcus Thompson, Chief of Police

Date \_\_\_\_\_

## ATTACHMENT A

### STATEMENT OF WORK

#### LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES

##### **1.0 SCOPE OF WORK**

- 1.1 The County, through the Sheriff's Department ("Sheriff's Department"), will provide Compton Community College District and the Compton College Police Department ("CCPD") with access to the Sheriff's Department's radio system for purposes of field radio communications. Access to the Sheriff's Department's radio system includes a designated primary and tactical general use radio channel, radio room dispatchers, and the Sheriff's Department's Computer Aided Dispatch ("CAD"). There will not be a radio room dispatcher dedicated solely to CCPD. In addition, the radio channels allocated to CCPD shall be available to and used by other units. Unless otherwise determined, and as routinely necessary, CCPD will be assigned to the same primary and tactical general use radio channels as those assigned to the Sheriff's Department's Compton Patrol Station.
- 1.2 The Sheriff's Department shall provide CCPD access to the Sheriff's Department's data network for the purpose of using Mobile Digital Computers ("MDCs") and CAD for the dispatching of calls for service, logging of activity by CCPD, and routine and necessary access to law enforcement information systems.
- 1.3 The Sheriff's Department shall provide 911 emergency phone call receiving for 911 calls originating from, or for, the Compton Community College campus. Emergency and non-emergency calls for service originating from 911 phone calls will be created and dispatched by the Sheriff's Department to CCPD via CAD and/or radio. The Sheriff's Department will do the same for calls for service received from business phone lines, text messaging, in person, or other means of communication to the Sheriff's Department for CCPD and the Compton College campus. Unless otherwise determined, and as routinely necessary, receiving of these requests for service for CCPD will be received at the Sheriff's Department's Compton Patrol Station and/or the Sheriff's Department's Communication Center ("SCC").
- 1.4 The Sheriff's Department shall provide the required personnel at Sheriff's Department facilities to perform the duties described in Paragraphs 1.1, 1.2, and 1.3 above. These personnel will not perform these duties at CCPD or the Compton Community College campus, other than as routinely necessary as determined by the Sheriff's Department.



## **2.0 OPERATING PROCEDURES-SHERIFF'S DEPARTMENT**

- 2.1 The Sheriff's Department shall provide a full-time, 24/7 Countywide Dispatch Channel including 24/7 communications support for use by CCPD equivalent to that provided to Sheriff's Department Patrol Stations.
- 2.2 The Sheriff's Department shall provide a Countywide L-Tac Channel for use by CCPD.
- 2.3 The Sheriff's Department shall provide access to the Sheriff's Department's radio room dispatchers. The Sheriff's Department radio room dispatchers shall provide voice dispatching and support in the same manner as provided to Sheriff's Department patrol stations.
- 2.4 During normal operating conditions, the Sheriff's Department shall assign CCPD to the same Dispatch Channel and Countywide L-Tac Channel as that of the Sheriff's Department's Compton Patrol Station.
- 2.5 In the event of an emergency, i.e. vehicle/foot pursuit, officer involved shooting, or officer involved in fight, the Sheriff's Department shall provide a radio room dispatcher, supervisor, and watch commander to monitor and provide communications support to CCPD personnel.
- 2.6 The Sheriff's Department shall allow CCPD to reserve mutual aid channels and other tactical channels when available and provide CCPD with the written procedures and protocols for reserving these channels.
- 2.7 The Sheriff's Department shall provide CCPD with access to the Countywide emergency trigger channel.
- 2.8 The Sheriff's Department shall provide CCPD with field unit call identifiers consistent with the Sheriff's Department numeration structure. Unless otherwise determined, CCPD will be assigned unique identifiers under the Sheriff's Department's Compton Patrol Station's identifier group.
- 2.9 The training for CCPD personnel to access Sheriff's Department communications systems (radio and CAD) will be provided by Sheriff's Department personnel at the prevailing overtime rates.

### **3.0 OPERATING PROCEDURES-COMPTON COLLEGE POLICE DEPARTMENT**

- 3.1 CCPD shall adhere to Sheriff's Department radio policies and procedures at all times.
- 3.2 CCPD shall use the Sheriff's Department radio codes for radio communications as a matter of routine. Sheriff's Department radio codes and statistical clearance codes shall be used for all MDC/CAD use. These codes are established in the Statistical Code Guide and Radio Code Book (SH-R-316).
- 3.3 In the event of a County-wide radio failure, the Sheriff's Department's Compton Patrol Station will assume dispatch responsibility for CCPD personnel, as directed by the Sheriff's Department. Established SCC fallback procedures shall be followed.
- 3.4 CCPD shall designate a watch commander, or officer in charge ("OIC"), 24/7. The CCPD watch commander or OIC shall be the incident commander for CCPD, and the Sheriff's Department radio room personnel shall provide communications support.
- 3.5 Per Sheriff's Department policy and procedures, during a CCPD vehicle or foot pursuit, the CCPD watch commander or OIC shall immediately establish communications with the Sheriff's Department's radio room watch commander via the CCPD/Sheriff's Department telephone line connection or via the radio channel. The CCPD watch commander or OIC shall be in command of the incident, and the Sheriff's Department radio room watch commander shall provide communications support as directed by the CCPD watch commander or OIC.
- 3.6 CCPD hand held radios shall be equipped with the emergency button feature. When depressed, this button shall transmit a signal to SCC and display the CCPD Automatic Identification ("AID"). It shall be the responsibility of CCPD to supply a list of AID assignments to the Sheriff's Department. It shall be the responsibility of the CCPD officer requesting assistance to provide the correct information to the Sheriff's Department radio room dispatcher on the following:

#### Assistance

Location addresses or cross streets  
Nature of incident  
Number of units requested  
Agency(s) requested

#### Fire Equipment / Paramedics / Ambulance

Location addresses or cross streets  
Nature of the request  
Age of victim  
Nature of injuries  
Is victim breathing?

- 3.7 Requests for assistance shall be deemed emergent and broadcasted immediately. The use of plain language is encouraged. Sheriff's Department radio room dispatchers will use a controlled response and will relay pertinent information to the appropriate law enforcement agency in the event of an emergency or call for assistance.
- 3.8 CCPD shall provide the Sheriff's Department with a CCPD personnel roster which will contain the radio identifier and contact numbers for each CCPD personnel assigned a hand held radio. This will enable Sheriff's Department radio room dispatchers an additional avenue to make contact with an officer in the field (e.g. an emergency trigger activation wherein the officer does not respond to the radio). The roster shall be maintained and updated at least quarterly by CCPD.
- 3.9 Prior to using Sheriff's Department communications systems, CCPD is responsible for logging on all active CCPD field units through MDCs or a CAD terminal. CCPD is also responsible for logging off all active field units at the conclusion of the field units' shifts.
- 3.10 CCPD field units shall be responsible for clearing unit logs on an MDC or at a CAD terminal if they create entries that require additional information for clearance other than a status entry.

#### **4.0 PUBLIC SAFETY EQUIPMENT USE**

- 4.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization), of this Agreement ("Equipment") for the exclusive use of CCPD during the term of the Agreement.
- 4.2 CCPD may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under CCPD's jurisdiction.
- 4.3 CCPD shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 4.4 The Equipment shall not be used or operated as follows:
- 4.4.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or

- 4.4.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.
- 4.5 CCPD shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 4.6 CCPD shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to the Sheriff's Department for the performance of its regularly scheduled maintenance by the Sheriff's Department, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 4.7 The Sheriff's Department shall retain ownership of the Equipment used by CCPD during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the Sheriff's Department. The Equipment shall not be transferred or delivered by CCPD to any persons other than the Sheriff's Department without the Sheriff's Department's prior written consent.
- 4.8 CCPD agrees to indemnify, defend, and hold harmless the Sheriff's Department from any and all liability, losses, or damages the Sheriff's Department may suffer and from any claims, demands, costs, or judgments against the Sheriff's Department arising out of CCPD's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the Sheriff's Department.
- 4.9 CCPD shall assume all risk of loss to the Equipment from the time it is delivered by the Sheriff's Department to CCPD, and inspected and accepted by CCPD, until (1) the Equipment is returned to the Sheriff's Department upon expiration or termination of the Agreement, or (2) the Sheriff's Department regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 4.10 Upon inspection/acceptance of the Equipment, CCPD shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the Sheriff's Department.
- 4.11 In the event of damage to the Equipment or the Equipment is in need of repair, CCPD shall notify the Sheriff's Department to that effect and follow such instructions that may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Sheriff's Department agreement as to such condition), CCPD shall properly notify the Sheriff's Department thereof and hold any Equipment

for disposal by the Sheriff's Department. With respect to any loss, theft, or destruction of the Equipment, the Sheriff's Department and CCPD shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. CCPD shall reimburse the Sheriff's Department for the value of the lost, stolen, or destroyed Equipment.

## **5.0 EQUIPMENT MAINTENANCE AND TESTING**

- 5.1 The Sheriff's Department shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for CCPD's payment of the annual billing rates set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of the Agreement. CCPD has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the Sheriff's Department.
- 5.2 Maintenance and repairs provided by the Sheriff's Department under the Agreement may be performed by the Sheriff's Department, its third party vendors, and/or the manufacturer of the Equipment.
- 5.3 The Sheriff's Department shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by CCPD.
- 5.4 CCPD shall inspect the Equipment upon initial delivery and return from the Sheriff's Department following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 5.5 The Equipment shall be maintained and repaired solely by the Sheriff's Department. CCPD and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 5.6 All regularly scheduled maintenance shall be performed by the Sheriff's Department, and CCPD shall timely present the Equipment to the Sheriff's Department for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 5.7 Any Equipment requiring maintenance and repair by the Sheriff's Department for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the Sheriff's Department, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the CCPD's use of any temporary replacement Equipment provided by the Sheriff's Department. The

Sheriff's Department shall not be responsible for any damages or liability resulting from the CCPD's loss of use of the Equipment during the performance of maintenance and repair services by the Sheriff's Department.

5.8 The Sheriff's Department shall have the right to inspect the Equipment, immediately upon request by the Sheriff's Department, at any time during the term of the Agreement. CCPD shall provide the Sheriff's Department with such operating, and other information, or copies of any such records maintained by CCPD with respect to the Equipment, as the Sheriff's Department or any government agency may require from time to time.

5.9 The Sheriff's Department will conduct periodic scheduled and unscheduled tests on Sheriff's Department furnished Equipment and communications systems.

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DRAFT



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
 CONTRACT LAW ENFORCEMENT SERVICES  
 DISPATCHING AND COMMUNICATIONS SERVICES RATES,  
 EQUIPMENT USE RATES, AND SERVICE LEVEL AUTHORIZATION**

**PUBLIC ENTITY:**

**FISCAL YEAR:**

COMPTON COMMUNITY COLLEGE DISTRICT

2024-2025

Effective Date:

**SHERIFF'S STATION SERVICE RATE**

DISPATCHING SHERIFF'S STATION	ANNUAL RATE <sup>1</sup>
Compton	TBD

**SHERIFF'S COMMUNICATION CENTER SERVICE RATE**

# RADIOS DEPLOYED	ANNUAL RATE	TOTAL COST
	TBD	TBD

**EQUIPMENT USE RATE**

#	EQUIPMENT TYPE <sup>2</sup>	ANNUAL RATE	TOTAL COST
	MDC New Purchase, Data & Maintenance	TBD	TBD
	MDC Data & Maintenance Only	TBD	TBD

**TOTAL SERVICE AND EQUIPMENT COST \$ -**

LASD Approval by:

\_\_\_\_\_  
UNIT COMMANDER NAME

\_\_\_\_\_  
SIGNATURE DATE

Public Entity Approval By: "I certify that I am authorized to make this commitment on behalf of the Public Entity."

\_\_\_\_\_  
NAME / TITLE

\_\_\_\_\_  
SIGNATURE DATE

Prepared by CLEB Sergeant: \_\_\_\_\_

<sup>1</sup> Annual Sheriff's Station Service Rate determined through analysis of 911 calls and workload. Rate subject to change annually by Auditor-Controller based on this data.

<sup>2</sup> Addition of new MDC includes procurement, data, maintenance, and 5 yr. warranty. Data and Maintenance applies to subsequent years of deployment. Rates subject to change annually by Auditor-Controller.

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/10/2024	
<b>BOARD MEETING DATE</b>	7/23/2024	
<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>	Fire	
<b>SUBJECT</b>	Approval of a sole source contract with Zetron Inc. to provide dispatch console system maintenance and support services.	
<b>PROGRAM</b>	Various	
<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>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Current Purchase Order for these services expires July 31, 2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$5,582,559.50	Funding source: District funded (independent from County General Fund)
	TERMS (if applicable): 5 years, plus two one-year extension options	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board approval to establish a sole source Contract with Zetron Inc. (Zetron), to provide continued maintenance and support services for the District's dispatch console and console switch interface system (System).	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Zetron is the sole source manufacturer of its proprietary System. Zetron does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to its dispatch technology.</p> <p>Zetron's System allows the District's dispatch console to interface and communicate with units in the field via voice or data. The System is a critical component of the District's voice communication system, which connects the District's Computer Aided Dispatch (CAD) system with the voice radio system, including dispatchers in the District's communications center. The System provides mission critical radio communications for all aspects of the District's radio operations.</p> <p>The System was instrumental in moving the District forward with the implementation of the Los Angeles Regional Interoperable Communications System by providing a modern interface that could connect and process both analog and digital radio communications systems seamlessly. In the event that either the District's or the Los Angeles County Sheriff Department's radio system fails, each department would be able to switch to the other department's core system and bring up a limited amount of</p>	



	radio communications. This functionality provided a much needed and highly sought after failover/backup solution for both departments.
<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: Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning. Zetron has the specialized experience, qualifications, and equipment to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, 323-881-6173, <a href="mailto:Marissa.MartinJensen@fire.lacounty.gov">Marissa.MartinJensen@fire.lacounty.gov</a>



# COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

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

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)

**BOARD OF SUPERVISORS**  
LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT  
JANICE HAHN  
FOURTH DISTRICT  
HOLLY J. MITCHELL  
SECOND DISTRICT  
KATHRYN BARGER  
FIFTH DISTRICT

July 23, 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 OF A SOLE SOURCE CONTRACT WITH ZETRON INC. TO PROVIDE DISPATCH CONSOLE SYSTEM MAINTENANCE AND SUPPORT SERVICES (ALL DISTRICTS) (3 VOTES)**

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

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish a sole source Contract with Zetron Inc. (Zetron), to provide continued maintenance and support services (Services) for the District's dispatch console and console switch interface systems (Systems).

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

1. Approve and instruct the Fire Chief, or his designee to sign the enclosed Contract (Enclosure A), which has been approved as to form by County Counsel, between the District and Zetron. The initial term of the contract will be for five years, and two one-year extension options, for a maximum contract term of seven years. This contract shall be effective August 1, 2024.

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

2. Authorize the maximum contract sum of \$5,582,559.50, including the initial contract term of five-years and two one-year extension options. The maximum contract sum is comprised of (a) base contract aggregate sum of \$3,690,754.19; (b) Pool Dollars with an aggregate sum of \$369,075.42; and (c) a hardware refresh in the amount of \$1,522,729.89.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments and change notices, suspensions, or termination if deemed necessary, and in accordance with the approved contract terms and conditions in order to: (1) effectuate modifications; (2) exercise option terms; (3) add new or revised standard County contract provisions adopted by the Board, as periodically required; (4) effectuate the assignment and delegation/mergers or acquisitions provision; (5) engage Zetron to provide Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the County, using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), and approval as to form by County Counsel; and (6) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Zetron is the sole source manufacturer of its proprietary System. Zetron does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to its dispatch technology.

Zetron's System allows the District's Dispatch Console to interface and communicate with units in the field via voice or data. The System is a critical component of the District's voice communication system, which connects the District's Computer Aided Dispatch (CAD) system with the voice radio system, including dispatchers in the District's communications center. The System provides mission critical radio communications for all aspects of the District's radio operations.

The System was instrumental in moving the District forward with the implementation of the Los Angeles Regional Interoperable Communications System by providing a modern interface that could connect and process both analog and digital radio communications systems seamlessly. In the event that either the District's or the Los Angeles County Sheriff Department's (Sheriff) radio system fails, each department would be able to switch to the other department's core system and bring up a limited amount of radio communications. This functionality provided a much needed and highly sought after failover/backup solution for both departments.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County’s Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County’s fiscal strength through long-term planning. Zetron has the specialized experience, qualifications, and equipment to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

**FISCAL IMPACT/FINANCING**

The District, as a Special District, is funded independently from the County’s General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The maximum contract sum for the Contract will not exceed \$5,582,559.50, which includes \$369,075.42 in Pool Dollars for any required optional work and \$1,522,729.89 for a hardware refresh to be implemented in the second year of the Contract, at the District’s sole discretion. All maintenance and support fees will be paid yearly in advance. The fees will be applied as follows:

Description of Work	Cost
Maintenance and Support – Year 1	\$ 453,297.76
Maintenance and Support – Year 2	\$ 475,962.65
Maintenance and Support – Year 3	\$ 499,760.78
Maintenance and Support – Year 4	\$ 524,748.82
Maintenance and Support – Year 5	\$ 550,986.26
Maintenance and Support – Option Year 1	\$ 578,535.57
Maintenance and Support – Option Year 2	\$ 607,462.35
Contract Sum:	<b>\$3,690,754.19</b>
Pool Dollars @ 10% of Contract Sum:	\$ 369,075.42
Hardware Refresh:	\$1,522,729.89
Maximum Contract Sum:	<b>\$5,582,559.50</b>

Sufficient funding is available in the District’s Fiscal Year 2024-25 Adopted Budget for Year 1 and the District will continue to allocate the necessary funds throughout the duration of the contract. This Contract does not include an allowance for Cost-of-Living Adjustment, as all costs for the term of this contract along with its possible extensions are included in the Contract. The allocation of Pool Dollars will be used to procure as needed goods and/or Services throughout the term of the Contract, given the potential for unforeseen circumstances or future changes to performance requirements.

There is no impact to net County cost.

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

Zetron agrees to maintain compliance with all Board and CEO requirements throughout the term of the contract. The enclosed Contract provides that the District has no obligation to pay for expenditures incurred by Zetron beyond the contract pricing mechanisms. Additionally, Zetron will not be asked to perform services that exceed the approved scope of work or contract term.

In compliance with Board Policy 6.020, "Chief Information Office Board Letter Approval," the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO analysis.

## **ENVIRONMENTAL DOCUMENTATION**

This Contract will not have a significant effect on the environment; and therefore, is exempt from CEQA, pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

## **CONTRACTING PROCESS**

On May 21, 2012, the District, in a joint requisition with Sheriff, entered into an agreement with Raytheon Company (Raytheon) to purchase a new radio dispatch console. On July 20, 2016, the parties executed an amendment to memorialize the change from Raytheon's subcontractor Pantel International to Zetron.

On June 11, 2019, Zetron successfully completed the implementation of its System for the District, with the System reaching final acceptance shortly thereafter. The initial term of the maintenance agreement has run for a period of five years, from August 1, 2019, through July 31, 2024.

On November 1, 2020, the parties executed an amendment to fully transfer the novation of Raytheon's obligations and liabilities for services to Zetron. Under this amendment, Raytheon was released of all contractual obligations, including any responsibility for maintenance and support of the System.

On March 21, 2024, the District notified your Board of its intent to enter into negotiations with Zetron for a new sole source contract, pursuant to Board of Supervisors' policy 5.100, Sole Source Contracts. The Sole Source Checklist was approved by the CEO and is attached (Enclosure B).

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

Approval of the recommended actions will ensure uninterrupted Services that are critical for the continued operation of the System.

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

**CONCLUSION**

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

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Marissa Martin Jensen, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.MartinJensen@fire.lacounty.gov](mailto:Marissa.MartinJensen@fire.lacounty.gov)

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

Reviewed by:

PETER LOO  
ACTING CHIEF INFORMATION OFFICER

ACM:cs

Enclosures

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

**CONTRACT**



**CONTRACT BY AND BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
ZETRON, INC.  
FOR  
ACOM DISPATCH CONSOLE SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

**CONTRACT PROVISIONS  
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**CONTRACT BETWEEN  
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
ZETRON INC.  
FOR  
ACOM DISPATCH CONSOLE SYSTEM  
MAINTENANCE AND SUPPORT SERVICES**

This Contract (Contract) made and entered into this 1st day of August, 2024 by and between the Consolidated Fire Protection District of Los Angeles County (District) , and Zetron, Inc (Contractor), to provide maintenance and support Services.

**RECITALS**

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to the District the Work contemplated by this Contract, and

WHEREAS, the District is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein, and

WHEREAS, the District desires Contractor to provide maintenance and support Services, and

WHEREAS, this Contract (as defined below) is authorized pursuant to Government Code Sections 23005 and 31000 and otherwise.

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F1, G, and H1, H2, H3 and H4 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority.

**Exhibits:**

1.1 Exhibit A – Statement of Work

- 1.2 Exhibit B – Equipment List and Locations
- 1.3 Exhibit C – Service Level Agreement
- 1.4 Exhibit D – County’s Administration
- 1.5 Exhibit E – Contractor’s Administration
- 1.6 Exhibits F1 – Contractor Acknowledgement and Confidentiality Agreement
- 1.7 Exhibit G – Safely Surrendered Baby Law
- 1.8 Exhibits H1, H2, H3 and H4 – Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No changes to this Contract will be valid unless they are prepared pursuant to Paragraph 9.0 (Amendments and Change Notices) below and duly signed by authorized representatives from both parties.

## **2.0 DEFINITIONS**

The terms and phrases in this Paragraph 2.0 (Definitions), whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptance:** The District’s written approval of any Tasks, subtasks, Deliverables, goods, Services or other Work, including acceptance tests and any work orders, provided by Contractor to the District pursuant to this Contract.
- 2.2 **Acceptance Criteria:** Criteria for the District’s Acceptance of Contractor’s Work under this Contract, including any work orders executed hereunder.
- 2.3 **Additional Products:** Additional components of System Software, System Hardware, and related Documentation that Contractor may provide upon the District’s request therefor in accordance with Paragraph 3.3.3 (Optional Work) of this Contract, for the System to meet existing or future Solution Requirements specified by the District, which will update Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations). Once accepted and approved by the District, Additional Products will become part of, and be deemed, the Solution (as defined herein below) for the purpose of this Contract.
- 2.4 **Amendment:** A written instrument prepared and executed by the authorized representatives of the parties, which revises and/or adds terms and conditions to this Contract affecting the scope of Work, Term, payments or any term or condition. All Amendments must be approved and executed by the parties in accordance with Paragraph 9.0 (Amendments and Change Notices) of this Contract.
- 2.5 **Application Modifications:** Programming, Programming Modifications, Replacement Products, Software Updates, and any Additional Products that may be provided by Contractor to the District under this Contract. Once accepted and approved by the

District, Application Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.

- 2.6 Baseline Software: The commercially available version(s) of Contractor's proprietary software, related Documentation, and any updates, enhancements, or new versions commercially released during this maintenance Contract, which Contractor must modify and implement as part of this Contract.
- 2.7 Business Day: Any day of eight working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County-observed holidays.
- 2.8 Change Notice: A written instrument prepared and executed by District Project Manager identifying any change requested by the District and or Contractor, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of work, Term, payments or any term or condition of this Contract. Any Change Notice must be executed and delivered in accordance with Paragraph 9.0 (Amendments and Change Notices) of this Contract.
- 2.9 Client Environment: The computers, including all workstations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.
- 2.10 Configurations: The modifications to, or functional arrangement of, data within the Application Software and related Documentation that may be provided by Contractor to the County during this Contract or as part of Optional Work for the Solution to meet existing or future Solution Requirements specified by the County.
- 2.11 Contract Sum: The total monetary amount authorized to be payable by the District to Contractor under this Contract, as set forth in Paragraph 5.0 (Contract Sum) of this Contract. The Contract Sum cannot be adjusted for any costs or expenses whatsoever by Contractor.
- 2.12 Contract: This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all Tasks, Deliverables, Services and other Work.
- 2.13 Contractor: The legal entity that has entered into an agreement with the District to perform or execute the Work covered by this Contract.
- 2.14 Contractor Project Manager: The person designated by Contractor to administer the Contract operations under this Contract.
- 2.15 District Materials: Has the meaning set forth in Paragraph 88.1 (District Materials) of this Contract.
- 2.16 District Project Director: The person designated by the District with authority for the District on contractual or administrative matters relating to this Contract that cannot be resolved by District Project Manager. All references here forward to District Project Director will mean, "District Project Director or their authorized designee."

- 2.17 District Project Manager: The person designated by District Project Director to manage the operations under this Contract. All references here forward to District Project Manager will mean, "District Project Manager or their authorized designee."
- 2.18 Customizations: Same as Programming or Programming Modifications made to the Baseline Software, including related Documentation, and which are provided by Contractor upon the District's request as part of this Contract or Optional Work for the Solution to meet existing or future Solution Requirements specified by the District. Customizations will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.19 Day(s): Calendar day(s) unless otherwise specified.
- 2.20 Deficiency; Deficiencies; Defect(s): Any material malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, District approved Deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Contract regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications and Solution Requirements.
- 2.21 Deficiency Credits: Credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to correct a Solution Deficiency within a prescribed period, including, but not limited to, Unscheduled Downtime or any Solution Performance Deficiency, as further specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.22 Deliverable: Items and/or Services provided or to be provided by Contractor under this Contract.
- 2.23 Disaster: A catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.24 Disabling Device: Any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", "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 the District's confidential or proprietary information; or of causing any unplanned interruption of; or accessibility of the Solution or any component to the District or any User, or which could alter, destroy or inhibit the use of the Solution or any component, or the data as further specified in Paragraph 11.1 (General Warranties) of this Contract.
- 2.25 Documentation: Any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software and hardware specifications and functions, training course materials, specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other



instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Documentation in electronic form must be in Software formats acceptable to the District.

- 2.26 Fiscal Year: The 12-month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.27 Hardware Upgrade: Any addition to, or replacement of, any component of the Solution Hardware available or made available, in order to comply with the Solution Performance Requirements, Exhibit C (Service Level Agreement), Exhibit A (Statement of Work), and/or any of the specifications set forth in this Contract.
- 2.28 Interface: The set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any interfaced system, networks, applications, modules and Users, and related Documentation, previously provided or to be provided by Contractor to the District during the entire Term of this Contract as part of Solution or Optional Work.
- 2.29 License: The terms and conditions granting the District and its Users rights to use the Application Software licensed by Contractor under this Contract as specified in Paragraph 10.2 (License) of this Contract.
- 2.30 Licensed Software: The Application Software licensed by Contractor to the District under this Contract, and related Documentation, including any pre-developed or newly developed software and other tools, Replacements Products, and any additional software.
- 2.31 Maximum Fixed Price: The maximum amount to be paid by the District to Contractor for any Optional Work approved by the District to be provided by Contractor in accordance Paragraph 3.3.3 (Optional Work) of this Contract.
- 2.32 Operating Software: Includes the operating and database software and other products which are necessary and must be provided by Contractor or the District as part of the Solution Environment.
- 2.33 Maintenance & Support (M&S): Maintenance Services and Support Services provided by Contractor in accordance with this District, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement).
- 2.34 Optional Work: Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to the District throughout the entire Term of this Contract upon the County's request and approval in accordance with Paragraph 3.3.3 (Optional Work) and identified appropriately in Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations).
- 2.35 Performance Deficiency: The Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit C (Service Level Agreement) to this Contract.
- 2.36 Pool Dollars: The amount allocated under this Contract for the provision by Contractor of Optional Work throughout the entire Term of this Contract.

- 2.37 Professional Services: Includes training, consulting Services, programming and/or other Services requiring professional expertise that Contractor may provide upon the District's request in the form of Optional Work in accordance with Paragraph 3.3.3 (Optional Work) of this Contract.
- 2.38 Programming Modifications: Modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation that Contractor will provide throughout the entire Term of this Contract, upon the District's election, for the Solution to meet existing or future Requirements specified by the District or other governing bodies. Once accepted and approved by the District, all Programming Modifications will become part of, and be deemed, Application Software for the purpose of this Contract.
- 2.39 Project: The maintenance and support for the Solution, and any other related Work provided by Contractor in accordance with the terms of this Contract.
- 2.40 Replacement Product: Any software or maintained hardware product for which Contractor may replace any or all components of the Licensed Software or hardware during the Term of this Contract, as further specified in Paragraph 11.4 (Continuous Product Support) of this Contract.
- 2.41 Service Fees: Includes the fees to be paid by the District to Contractor for the provision of M&S Services under this Contract in accordance with the terms of this Contract, including Exhibit C (Service Level Agreement) to this Contract.
- 2.42 Service Levels: Contractor's Service obligations to the District during Production Use of the Solution as specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.43 Services: Work related to M&S, any Work that is part of Optional Work, and any other Work that may be provided by Contractor under this Contract.
- 2.44 Software Updates: Includes any additions to and/or replacements to the Solution Software, available or made available, and will include all Application Software and firmware performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including, but not limited to, those required for the Solution to remain in compliance with applicable federal and state laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract, with all respective Attachments and Schedules thereto.
- 2.45 Solution: The combination of the software, hardware, and tools which comprise the Solution Environment, provided by Contractor to the District to meet the Solution Requirements.
- 2.46 Solution Availability: During any calendar month wherein, the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement).

- 2.47 Solution Environment: The architectural and operational environments, whether cloud-based or utilizing hardware owned by the District and installed by the Contractor, for the Solution provided to the County as part of this agreement. This includes, but is not limited to, the Production Environment, Test Environment, and Client Environment, along with any related documentation.
- 2.48 Solution Hardware: All hardware that is part of the Solution and provided by Contractor to the District pursuant to this Contract, and related Documentation, all of which is provided, maintained, and supported by Contractor under this Contract.
- 2.49 Solution Software: All System Software and firmware that is part of the Solution provided by Contractor pursuant to this Contract, and related Documentation, including Application Software and Operating Software.
- 2.50 Statement of Work: The directions, provisions, and requirements provided herein as Exhibit A (Statement of Work), and special provisions herein and therein pertaining to the method, frequency, manner, and place of performing the Services described in the Contract.
- 2.51 System: The hardware, software and data comprising the Solution (whether cloud-based and/or Contractor-installed County-owned hardware), including, but not limited to, the System Hardware, System Software and System data, provided by Contractor or the District in accordance with the applicable system design Documentation or as detailed in Exhibit A (Statement of Work), and the terms of this Contract.
- 2.52 System Hardware: All computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and any related Documentation, provided by Contractor or the District for the Solution.
- 2.53 System Software: All Application Software and Operating Software, and related Documentation, provided by Contractor to the District as part of the Solution, this Contract, and residing in the Solution Environment, and does not include the firmware.
- 2.54 Task; Subtask: One of the areas of Work to be performed under this Contract.
- 2.55 Technology Refresh: Has the meaning set forth in Paragraph 3.5 (Technology Refresh) to this Contract.
- 2.56 Term: Has the meaning set forth in Paragraph 4.0 (Term of Contract) of this Contract.
- 2.57 Third-Party Software: Any software of third parties that may be provided, maintained and/or supported by Contractor under this Contract as part of the Solution, including Application Software and Operating Software provided by third parties.
- 2.58 Unscheduled Downtime: The period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.

- 2.59 User: Any person authorized by the District to access or use the Solution in accordance with this Contract.
- 2.60 Version Release: Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or System compatibilities.
- 2.61 Work: All Tasks, Subtasks, Deliverables, goods, Services, and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including Solution components, M&S Services, and Optional Work.
- 2.62 Work Product: Any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, User Interfaces and screen designs, utilities, routines, and tools, that was developed by Contractor prior to performance or independent of this Contract, as further specified in Paragraph 10.1.4 (Work Product) of this Contract.
- 2.63 County: Los Angeles County
- 2.64 District: The Consolidated Fire Protection District of Los Angeles County; a Special District of and within Los Angeles County

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all Tasks, Deliverables, Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Tasks, Deliverables, goods, Services, or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will make no claim whatsoever against the District.

### **3.1 Scope of Work**

#### **3.1.1 Solution Components**

Contractor must provide to the District: (i) Licenses to all Solution Software provided hereunder, Third-Party Software, Application Software, and Operating Software, and (ii) ownership of, and other proprietary rights to, all Solution Hardware, including, but not limited to, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Contract as such may be revised during the Term of this Contract, and in accordance with the provisions of Paragraph 10.0 (Ownership and License) of this Contract.

#### **3.1.2 Maintenance and Support (M&S)**

Contractor must provide to the District M&S in accordance with this Contract, Exhibit A (Statement of Work), Exhibit C (Service Level Agreement) and all Attachments thereto. M&S Support obligations will survive until the termination or expiration of this Contract.

#### **3.1.3 Optional Work**

Upon the District written request, but contingent upon the mutual execution of a Change Notice pursuant to the terms of this Contract under Paragraph 9.0 (Amendments and Change Notices), Contractor must provide Optional Work, including Programming Modifications, Additional Products, Training, and/or hardware installation and configurations Services, in accordance with this Paragraph 3.3.3 (Optional Work) and Exhibit A (Statement of Work) to this Contract. Programming Modifications and Additional Products, and training will only include those products and services relating to the requirements which were not reflected in the Specifications and/or Solution Requirements on the Effective Date, as determined by District Project Director or authorized designee. Future hardware purchases, installation, and configuration services for the two-year anniversary Technology Refresh (see Paragraph 3.5 below) must be delivered by Contractor as Optional Work pursuant to an executed Change Notice or Amendment.

Upon the District's request and Contractor's concurrence to provide the Optional Work, Contractor must provide to the District within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed work order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable fixed hourly rate set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract. Contractor's quotation will be valid for a minimum ninety (90) Days from submission. Contractor must commence the Optional Work following agreement by the parties with respect to such scope of Optional Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 9.0 (Amendments and Change Notices) of this Contract. Upon completion of Optional Work by Contractor, and approval by the District in accordance with the terms of this Contract, Attachment B.2 (Optional Work Schedule) to Exhibit B (Equipment List and Locations) will be updated accordingly to add the items of such completed and approved Optional Work.

Upon completion by Contractor and approval by the District of Optional Work: (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work will become part of and be incorporated into the Solution; (ii) additional/new Solution Hardware will become part of and be incorporated into the Solution Environment; and (iii) the Solution Requirements and specifications will be updated to include the new and/or updated requirements, specifications, and/or Additional Products, as applicable, as a result of such Optional Work.

Optional Work may be performed by Contractor: 1) at no additional cost to the District as part of M&S, or 2) at the applicable pricing terms set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, payable by the District utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 9.0 (Amendments

and Change Notices), the Pool Dollars are the aggregate amount available during the Term of this Contract for Optional Work.

Delivered products resulting from Optional Work provided by Contractor may increase M&S fees under this Contract if the Optional Work results in more required maintenance from Contractor based on the increased number of ACOM sites.

Any Change Notice and resultant work order executed pursuant to this Paragraph 3.3.3 (Optional Work) prior to the expiration of this Contract, will survive this Contract as though this Contract remained in full force and effect. The expiration of this Contract will not relieve Contractor of its obligation to perform Optional Work resulting from such work order.

### **3.2 Addition And Deletion of Hardware**

**3.2.1** Contractor agrees that any addition or deletion of hardware in Exhibit B (Equipment List and Locations) to this Contract, as solely determined by District Project Manager, requires a Change Notice.

**3.2.2** Any added hardware must be invoiced at the equipment unit prices stated in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract.

### **3.3 Technology Refresh**

**3.3.1** The parties will agree to a Technology Refresh which will, among other things, be devised to minimize disruption to District operations. The Technology Refresh is intended to update key solution components (Hardware/Software) with the most contemporaneous and advanced technologies currently available.

**3.3.2** Upon completion of the second year of this Contract, following the Effective Date of this Contract, the District will have the option to initiate a Hardware refresh (Technology Refresh) of the ACOM System, provided by Contractor, subject to the availability and approval of the necessary funding. The District must notify Contractor in writing at least ninety (90) Days prior to the desired Technology Refresh date, confirming the availability and approval of the required funding for the Technology Refresh. Should the District elect not to proceed with the Technology Refresh, Contractor will not be liable for any System failures or performance issues arising from the continued use of the existing Hardware beyond the second-year anniversary period. Additionally, should the District elect not to proceed with the Technology Refresh, the parties agree to meet in good faith to discuss and negotiate suitable adjustments to the metric specified in Exhibit C (Service Level Agreement) to this Contract, to reflect the extended use of the Hardware. Presuming this Contract has been extended beyond the current Term by the District, a Technology Refresh will be implemented every five years thereafter. Notwithstanding, the District makes no guarantee that the Technology Refresh(es) will occur, nor

does the District guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Contract.

- 3.3.3** The cost for the Technology Refresh will be borne by the District by means of an approved and executed Change Notice or Amendment. Contractor must secure the most cost-effective pricing for the Technology Refresh, minus any bulk purchase discounts as applicable, plus a not-to-exceed 15% markup for handling (e.g., purchasing and administration, setup/configuration, and removal of old replacement hardware). The not-to-exceed 15% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax.
- 3.3.4** Contractor must ensure that all key Solution components (hardware/software) for both the primary and secondary data centers remain under manufacturer and/or extended warranty throughout the entire Term of the Contract. Any Work performed as a result of Contractor's failure to procure and maintain warranties for all key Solution components, will not be billable to the District.
- 3.3.5** The District and Contractor agree that Contractor will not be subject to credits (refer to Paragraph 4.0 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement) for any Downtime resulting from any Technology Refresh, provided Contractor is fully compliant with the agreed-upon processes.

### **3.4 Testing of Work**

Contractor must conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Contract. The Solution must be free of any material Deficiencies and Optional Work meets the requirements of the applicable work order. Solution tests must test, among others, the Solution's functionality, integration and interfacing, volume endurance, and System performance.

### **3.5 Integration/Interfacing**

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software and/or systems by Contractor or at the direction of Contractor, the Application Modifications will not be deemed accepted by the District until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, in accordance with the terms of this Contract. Contractor will neither assert or obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

### **3.6 Approval of Work**

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Contract must have the District's prior written approval from District Project Director. In no event will the District be liable or responsible for any payment prior to such

written approval. Furthermore, the District reserves the right to reject any Work not approved by the District.

If Contractor provides any Tasks, Subtasks, Deliverables, goods, Services, or other Work to the District other than those specified in this Contract, or if Contractor provides such items requiring the District's prior written approval without first having obtained such written approval, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will not assert any claim whatsoever against the District.

### **3.7 No Offshore Work**

Contractor warrants: (i) that all Services will be performed and rendered within and from within the United States, and (ii) that Contractor must not transmit or make available any of the District's Confidential Information, the District's intellectual property or any District property, including District Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for the District, including Customizations, Configurations, and Interfaces, may be developed, or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, if such Services are provided without, or do not require access to, County's Confidential Information, District's intellectual property, or any District property including District Materials, outside or from outside the United States.

## **4.0 TERM OF CONTRACT**

4.1 The Term of this Contract will be for five (5) years commencing after execution by the Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term). At the end of the Initial Term, the District may, at its sole option, extend the Term of this Contract for two (2) one-year periods (Option Terms), subject to, among others, the District's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the District. The District will be deemed to have exercised each option automatically, without further act, unless no later than thirty (30) Days prior to the expiration of each Option Term, the District notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term of Contract). If the District elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire.

The District maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the District will exercise any Contract term extension options.

### **4.2 Notice of Expiration**

Contractor must notify the District when this Contract is within six months from the expiration of the Term. Upon occurrence of this event, Contractor must send written



notification to District Project Director at the address set forth in Exhibit D (District's Administration) to this Contract.

**5.0 CONTRACT SUM**

**5.1 Maximum Contract Sum**

The Maximum Contract Sum under this Contract will be the total monetary amount payable by the District to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, Services, and other Work required or requested by the District under this Contract.

The Maximum Contract Sum, including all applicable taxes, authorized by District hereunder, will not exceed \$5,582,559.50, as described in the table below:

Description of Work	Cost
Maintenance and Support – Year 1	\$ 453,297.76
Maintenance and Support – Year 2	\$ 475,962.65
Maintenance and Support – Year 3	\$ 499,760.78
Maintenance and Support – Year 4	\$ 524,748.82
Maintenance and Support – Year 5	\$ 550,986.26
Maintenance and Support – Option Year 1	\$ 578,535.57
Maintenance and Support – Option Year 2	\$ 607,462.35
Contract Sum:	\$3,690,754,.19
Pool Dollars @ 10% of Contract Sum:	\$ 369,075.42
Hardware Refresh	\$1,522,729.89
Maximum Contract Sum:	\$5,582,559.50

The Contract Sum will remain firm and fixed for the Term of this Contract, unless modified pursuant to a duly approved Amendment to this Contract by the District's and Contractor's authorized representatives pursuant to Paragraph 9.0 (Amendments and Change Notices) of this Contract.

The Maximum Contract Sum under this Contract will provide for all authorized payments the District may make to Contractor for all Work provided by Contractor.

**5.1.1 Written Approval for Reimbursement**

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

**5.1.2 Notification of 75% of Total Contract Sum**

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Contract Sum, including Pool Dollar expenditures, authorized under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit D (District's Administration) to this Contract.

### **5.1.3 No Payment for Services Provided Following Expiration/Termination of Contract**

Contractor may not assert any claims against the District for payment of 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 must immediately notify District and must immediately repay all such funds to the District. Payment by the District for Services rendered after expiration-termination of this Contract will not constitute a waiver of the District's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

## **6.0 INVOICES AND PAYMENTS**

### **6.1 Invoices**

Contractor must invoice the District in accordance with Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract: (i) for M&S, the annual fee to be paid in advance for Service fees; and (ii) for Optional Work, the actual price expended by Contractor for such Optional Work using Pool Dollars, which must not exceed the Maximum Fixed Price quoted for such Optional Work, following Contractor's completion and the District's written approval of the Optional Work.

#### **6.1.1 Submission of Invoices**

Contractor's invoice must include the charges owed to Contractor by the District under the terms of this Contract as provided in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract. All invoices and supporting documents under this Contract must be submitted to the following:

1. Bryan Webb, District Project Manager  
Email: [Bryan.Webb@fire.lacounty.gov](mailto:Bryan.Webb@fire.lacounty.gov)

Nicholas Berkuta, District Project Director  
Email: [Nicholas.Berkuta@fire.lacounty.gov](mailto:Nicholas.Berkuta@fire.lacounty.gov)

for review and approval of all invoices; and

2. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

##### **6.1.1.1 Invoice Details**

6.1.1.2 Each invoice submitted by Contractor must indicate, at a minimum:

- a. Contract Name and Number;
- b. The Tasks, SubTasks, Deliverables, goods, Services or other Work for which payment is claimed, including M&S Services and any Optional Work;
- c. The price of such Tasks, SubTasks, Deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, or the work order including the Maximum Fixed Price, as applicable;
- d. If applicable, the date of written approval of the Tasks, SubTasks, Deliverables, goods, Services or other Work by District Project Director;
- e. Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
- f. Indication of any applicable credits due to the District under the terms of this Contract or reversals thereof;
- g. If applicable, a copy of any required Acceptance Certificates signed by District Project Director; and
- h. Any other information required by District Project Director.

6.1.1.3 Approval of Invoices

All invoices submitted by Contractor to the District for payment must have the District's written approval as provided in this Paragraph 6.1.1.2, which approval will not be unreasonably withheld. In no event will the District be liable or responsible for any payment prior to such written approval.

6.1.1.4 Invoice Discrepancies

District Project Director will review each invoice for any discrepancies and will, within thirty (30) Days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor must review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) Days of receipt of the District's notice of discrepancies and disputed charges. If District Project Director does not receive a written explanation for the charges within such 30-Day period, Contractor will have waived its right to justify the original invoice amount, and the District, in its sole discretion, will determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Contract.

All District correspondence relating to invoice discrepancies will be sent by email, followed by hard copy, directly to District Project Manager with a copy to District Project Director at the addresses specified in Exhibit D (District's Administration) to this Contract.

### **6.1.2 Delivery of System Software**

It is the intent of the parties that if any System Software or Documentation provided by Contractor under this Contract, including any product of M&S Services and any Optional Work, is delivered to the District, such System Software and Documentation will be delivered: (i) in an electronic format (i.e., via electronic mail or internet download) or (ii) personally by Contractor staff who must load such System Software and Documentation onto the District's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., USB, printed manuals, external hard drive) used to deliver the System Software and Documentation to the District.

Any System Software and Documentation that is provided or delivered by Contractor to the District in a tangible format will be F.O.B. Destination. The Contract Sum shown in Paragraph 5.1 (Maximum Contract Sum) above, includes all amounts necessary for the District to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by the District from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, will be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the District from, any and all such transportation and related insurance charges.

### **6.1.3 Delivery of System Hardware**

It is the intent of the parties that all System Hardware or Documentation provided by Contractor under this Contract is provided or delivered by Contractor to the District F.O.B. Destination. Hardware delivery, set-up, installation, configuration, and optimization services are provided by Contractor to the District as specified in Exhibit A (Statement of Work).

The Contract Sum shown in Paragraph 5.1 (Maximum Contract Sum) above includes all amounts necessary for the District to reimburse Contractor for all transportation and related insurance charges, if any, for all System Hardware Components and Documentation procured by the District from Contractor pursuant to this Contract. All transportation and related insurance charges, if any, must be paid directly by Contractor to the applicable carrier. Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the District from, any and all such transportation and related insurance charges.

### **6.1.4 Sales/Use Tax**

The Contract Sum shown in Paragraph 5.0 (Contract Sum) above, will be deemed to include all amounts necessary for the District to reimburse

Contractor for all applicable California and any other applicable state and local sales/use taxes on all Solution components and other Work provided by Contractor to the District pursuant to or otherwise due as a result of this Contract, including, but not limited to, any product of the Solution, M&S Services and any Optional Work, to the extent applicable. All California sales/use taxes must be paid directly by Contractor to the State or other taxing authority.

Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the District from, any and all such California and other state and local sales/use taxes. Further, Contractor is solely liable and responsible for, and must indemnify, defend, and hold harmless the District from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract and must pay such tax directly to the State or other taxing authority. In addition, Contractor is solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the District does not hold title.

#### **6.1.5 Payments**

Provided that Contractor is not in default under any provision of this Contract, the District will pay all invoice amounts to Contractor within 30 Days of receipt of invoices that have not been disputed in accordance with Paragraph 6.1.1.3 (Invoice Discrepancies) above. The District's failure to pay within the 30-Day period, however, will not be deemed as automatic invoice approval or Acceptance by the District of any deliverable for which payment is sought, nor will it entitle Contractor to impose an interest or other penalty on any late payment.

#### **6.1.6 District's Right to Withhold Payment**

Notwithstanding any other provision of this Contract, and in addition to any rights of the District given by law or provided in this Contract, the District may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of the District, is in default hereunder or default related to Work.

**6.1.7** Contractor must invoice the District only for the Tasks, Deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work), and elsewhere hereunder. Contractor will prepare invoices, which must include the charges owed to Contractor by the District under the terms of this Contract. Contractor's payments will be as provided in Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract, and Contractor must be paid only for the Tasks, Deliverables, goods, Services, and other Work approved in writing by the District. If the District does not approve Work in writing no payment will be due to Contractor for that Work.

- 6.1.8 Contractor's invoices must be priced in accordance with Attachment B.1 (Price Sheet) to Exhibit B (Equipment List and Locations) to this Contract.
- 6.1.9 Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work), describing the Tasks, Deliverables, goods, Services, Work hours, facility and/or other Work for which payment is claimed.
- 6.1.10 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

## **6.2 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 6.2.1 The County has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit unless an alternative method of payment is deemed appropriate by the County Auditor-Controller (A-C).
- 6.2.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 6.2.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 6.2.4 At any time during the duration of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve any exemption requests.

## **7.0 ADMINISTRATION OF CONTRACT – DISTRICT**

### **7.1 District's Administration**

All persons administering this Contract on behalf of the District are identified in Exhibit D (District's Administration) to this Contract. Unless otherwise specified, reference to each of the persons listed in Exhibit D (District's Administration) to this Contract, will also include any authorized designee. The District will notify Contractor in writing of any change in the names and/or addresses of the persons listed in Exhibit D (District's Administration) to this Contract.

No member of the District is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 9.0 (Amendments and Change Notices) below.

## **7.2 District's Personnel**

### **7.2.1 District Project Director**

District Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing the Contract in general. District Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

### **7.2.2 District Project Manager**

District Project Manager will be responsible for ensuring that the technical, business, and operational standards and requirements of this Contract are met. District Project Manager will interface with Contractor's Project Manager on a regular basis. District Project Manager will report to District Project Director regarding Contractor's performance with respect to business and operational standards and requirements of the Contract. Unless specified otherwise, District Project Manager will be the presumptive designee of District Project Director.

## **7.3 District Personnel, Other**

All District personnel assigned to this Contract will be under the exclusive supervision of the District. Contractor understands and agrees that all such District personnel are assigned only for the convenience of the District. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

## **8.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **8.1 Contractor's Administration**

All persons administering this Contract on behalf of Contractor and described in this Paragraph 8.0 (Administration of Contract – Contractor) are identified in Exhibit E (Contractor's Administration) to this Contract. All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E (Contractor's Administration) to this Contract, must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the District in writing of any change in the names and/or addresses of Contractor Personnel.

### **8.2 Contractor's Personnel**

#### **8.2.1 Contractor's Project Director**

Contractor's Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with District Project Director on a regular basis as required by the District and specified in Exhibit A (Statement of Work) to this Contract, regarding the overall maintenance of the System. Such meetings will be conducted via teleconference or in person at a time and place agreed to by District Project Director and Contractor's Project Director.

### **8.2.2 Contractor's Project Manager**

Contractor's Project Manager must be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to the District. Contractor's Project Manager must communicate with District Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the District and this Contract, to teleconference and/or to meet with District personnel regarding the operation of this Contract, as required by District Project Director. Contractor's Project Director must meet and confer with District Project Director on a regular basis, at least weekly or as otherwise required by the District. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

## **8.3 Approval of Contractor's Staff**

**8.3.1** In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, and as appropriate, licensed or certified in the Tasks required by this Contract. Contractor must provide sufficient personnel to fulfill its responsibilities in a timely and efficient manner as out.

**8.3.2** The District will have the right to approve or disapprove each member or proposed member of Contractor's key staff providing Services or on-site Work to the District under this Contract or with access to any District data or information, including District's Confidential Information, System Data and other District Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff. District Project Manager, exercising reasonable discretion may require replacement of any member of Contractor key staff performing or offering to perform Work hereunder. Contractor must provide the District with a resume of each proposed initial key staff member as well as a proposed substitute, and an opportunity to vet any such person prior to performance of any Work hereunder. Contractor has 30 Days from the date of the District's written request to replace such key staff.

**8.3.3** In addition, Contractor must provide to District Project Director an executed Confidentiality and Assignment Agreement [refer to Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract], for each member of Contractor's key staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor key staff first performs Work under this Contract.

**8.3.4** Contractor must, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor key staff. Contractor must promptly fill any Contractor key staff vacancy with personnel having qualifications (i.e.,



relevant experience) at least equivalent to those of Contractor key staff member(s) being replaced.

- 8.3.5** In the event Contractor should ever need to remove any member of Contractor key staff from performing Work under this Contract, Contractor must provide the District with notice at least 15 Days in advance, except in circumstances when such notice is not possible, and must work with District on a mutually agreeable transition plan to provide an acceptable replacement and ensure project continuity. Should the District be dissatisfied with any member of Contractor staff during the Term of this Contract, Contractor must replace such person with another whose qualifications satisfy the District.

#### **8.4 Contractor's Staff Identification**

- 8.4.1** All Contractor staff, including Subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 8.5 (Background and Security Investigations) below, will be issued a photo identification badge by the Department. Contractor staff will prominently display this identification badge on the upper part of the body when entering any County facility or grounds.
- 8.4.2** Contractor must notify the District within one Business Day when staff is terminated from Work under this Contract. Contractor is responsible for retrieving and immediately destroying the staff's District-specified photo identification badge at the time of removal from Work under this Contract, if applicable.
- 8.4.3** If the District requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy Contractor staff's District photo identification badge at the time of removal from Work under this Contract.
- 8.4.4** Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

#### **8.5 Background and Security Investigations**

- 8.5.1** Key staff, and any Contractor staff, with access to the County network or data under this Contract must undergo and pass, to the satisfaction of the District, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information.

- 8.5.2** District Project Director will schedule background investigations with the Department's Civilian Backgrounds Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 8.5.3** The District may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the District and/or whose background or conduct is incompatible with District's facility access.
- 8.5.4** Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 8.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

## **8.6 Rules and Regulations**

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the District determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the District will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the District that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent, Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

## **9.0 AMENDMENTS AND CHANGE NOTICES**

### **9.1 General**

No representative of either the District or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 9.0 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 9.0 (Amendments and Change Notices).

### **9.2 Amendments**

Except as otherwise provided in this Contract, for any change requested by the District which materially affects the scope of Work, Term, payments or any other material term or condition included in this Contract, an Amendment to this Contract must be executed by the County Board of Supervisors and Contractor's authorized representative(s).

Notwithstanding the foregoing, the Fire Chief or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms.

Furthermore, the Fire Chief is specifically authorized to prepare and execute Amendments on behalf of the District to: (i) effectuate modifications, which do not materially affect any term of the Contract, (ii) exercise option terms, (iii) add new or revised standard County contract provisions adopted by the Board, as periodically required, (iv) effectuate the assignment and delegation/mergers or acquisitions provision, (v) engage Contractor to provide Optional Work (e.g., programming modifications, professional services, and acquire relevant additional hardware and software), as required by the District, using available Pool Dollars, with concurrence of the County's Office of the Chief Information Officer (OCIO), and approval as to form by County Counsel, and (vi) terminate the Contract, either in whole or in part, by the provision of a ten-day written notice.

### **9.3 Change Notices**

For any change requested by the District which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") will be prepared by the Department and provided by District Project Director to Contractor for acknowledgement or execution, as applicable.

Change Notices requiring the expenditure of Pool Dollars will require Contractor to prepare a written scope of Work statement and quotation as the basis of the Change Notice and seek written approval of District Project Director with concurrence of County Counsel prior to commencement of any Work relating to such Change Notice, including any Optional Work. District Project Director will be authorized on behalf of the District to approve all Change Notices.

## **10.0 OWNERSHIP AND LICENSE**

### **10.1 Solution Ownership**

#### **10.1.1 Solution Environment**

Contractor acknowledges that the District or the rightful owner owns all Solution Environment components, including Solution Hardware, and all software provided by the District; while Contractor or the rightful owner will retain ownership of all Solution Environment components provided by Contractor.

#### **10.1.2 Application Software**

All Application Software provided by Contractor to the District pursuant to this Contract, including Licensed Software and Application Modifications, and related Documentation, is and will remain the property of Contractor or any rightful third-party owner with which all proprietary rights will reside, and which will be subject to the terms of the License granted pursuant to Paragraph 10.2 (License) below.

#### **10.1.3 Solution Data**

All Solution data that is provided or made accessible by the District to Contractor or is generated by the Solution or is the product of the Solution

provided by Contractor hereunder, is and will remain the property of the District.

#### **10.1.4 Work Product**

Contractor or the rightful owner will remain the sole owner of Contractor's Application Software and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any District Materials whether previously owned by the District or designed or developed by Contractor for the District.

### **10.2 License**

#### **10.2.1 License Grant**

Subject to the provisions of Paragraph 10.1 (Solution Ownership) above, Contractor hereby grants to the District a perpetual, irrevocable, non-exclusive License to use the Solution Software or any component thereof, as applicable, and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) below and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) below for the period specified in Paragraph 10.2.2 (License Term) below. Notwithstanding the foregoing, upon mutual agreement of the parties, the District may obtain its own license for any third-party Software that may be provided by Contractor as part of the System Environment, the term and scope of which will be subject to the terms of the District's agreement with the provider of such Third-Party Software.

#### **10.2.2 License Term**

The License granted under this Contract will commence upon the earlier of District's access of any Solution Software component or the Effective Date and will continue in perpetuity and without regard to the end of the Term of this Contract.

#### **10.2.3 Scope of License**

The License granted by Contractor under this Contract provides the District with the following rights:

- a. To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, workstations, local-area networks and wide-area networks, and web connections not to exceed the total number of Acom sites set forth in Exhibit B (Equipment List and Locations) to this Contract, by an unlimited number of Users in the conduct of the business of the District as provided in this Contract,
- b. To use, modify, copy and display the Documentation, including, but not limited to the Solution and User manuals and any other specifications or Documentation provided or made accessible by

Contractor to the District as necessary or appropriate for the District to fully enjoy and exercise the rights granted under this Contract and the License granted hereunder,

- c. Subject to the limitations set forth in Paragraph 16.0 (Confidentiality), to permit third-party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for the District to fully enjoy and exercise the rights granted under this Contract and the License, including for the provision of M&S Services, Software Updates, Application Modifications, Professional Services, and other business use or support of the Solution Software as contemplated by this Contract; provided, however, without limiting the District's rights under this Paragraph 10.2.3(c) the District covenants and agrees that it will not exercise any of the rights contained in this Paragraph 10.2.3(c) unless and until any one of the following release conditions occurs:
  - i. The insolvency of Contractor, including as set forth in Paragraph 22 (Termination for Insolvency) of this Contract, or
  - ii. Contractor is unwilling or unable to provide all System Maintenance Services in accordance with the terms of this Contract, including Exhibit A (Statement of Work), or
  - iii. Contractor ceasing to maintain or support the current version or the last two prior Version Releases of the Application Software for reasons other than the District's failure to pay for, or election not to receive, Contractor's System Maintenance Services, and no other qualified entity will assume the obligation to provide such M&S Services, which may result in the District's termination of this Contract for default in accordance with Paragraph 20.0 (Termination for Default) below, or
  - iv. Successor ceasing to do business with the District with respect to this Contract,
- d. Pursuant to Paragraph 56.0 (Assignment by District) below, to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by the District and permitted assignees for archive and backup purposes; and (ii) by the District for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to the District by Contractor.

#### **10.2.4 License Restrictions**

The District acknowledges and agrees: (i) that the System Software provided by Contractor to the District under this Contract, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to the District are reserved to Contractor, or its licensors, as applicable; and (ii) that

Contractor, or its licensors, will retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4. Accordingly, the District will not:

- a. Reverse engineer, disassemble or decompile the Application Software provided by Contractor,
- b. Transfer, sublicense, rent, lease, convey or assign [unless resulting from an agreement assignment under Paragraph 56.0 (Assignment by District)] below, the System Software provided by Contractor,
- c. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes, and as specified in Paragraph 10.2.3(c) (Scope of License) above,
- d. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party, or
- e. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

## **11.0 REPRESENTATIONS AND WARRANTIES**

### **11.1 General Warranties**

Contractor represents, warrants, covenants, and agrees that throughout the entire Term of this Contract:

- a. Contractor must comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, Configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, Exhibit A (Statement of Work) to this Contract, and all Exhibits, Attachments and Schedules thereto.
- b. Unless specified otherwise herein, the Solution must be free from material Deficiencies.
- c. So long as District maintains a fully paid-up M&S plan, which will not include the District exercising any rights under the Contract or applicable law, the M&S Service Levels must not degrade during the entire Term of this Contract.
- d. Contractor must not intentionally cause any unplanned interruption of or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of District’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or

any component to the District or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by the District or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to the District under this Contract, nor must Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

- e. In addition, Contractor must prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and must prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

## **11.2 Standard of Services**

Contractor’s Services and other Work required by this Contract must, during the Term of this Contract, conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s Services or other Work provided under this Contract fail to conform to such standards, upon notice from the District specifying the failure of performance, Contractor must also, at Contractor’s sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. Contractor must, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Contract or otherwise.

## **11.3 System Warranties and Problem Resolution**

Contractor hereby warrants to the District that the Solution must be free from any and all Deficiencies commencing from Production Use of the System through the Term of the Contract. All Deficiencies reported or discovered must be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract and will be at no cost to the District beyond the payment of the applicable Maintenance Fees under this Contract.

Contractor also represents, warrants, covenants and agrees that throughout the entire Term of this Contract:

- a. All Solution components must be compatible with each other and, to the extent applicable or required, must interface with each other; and the Solution components, when taken together, must be capable of delivering all the functionality as set forth in this Contract.
- b. Any Solution enhancements or upgrades must be backward compatible with the District’s standard browser(s) and operating system version(s) operated on District workstations.

- c. The Solution, including the System, must be capable of delivering all the functionality and meeting all requirements as set forth in this Contract, including the Solution Requirements, security requirements and the specifications.
- d. The Solution must meet the Solution Performance Requirements within Contractor's control, including, but not limited to, those relating to response time and Solution Availability, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and District remedies, including Service Credits, will be deemed Severity Level 1 or Severity Level 2, as determined by District Project Director.

#### **11.4 Continuous Product Support**

- 11.4.1** In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the entire Term of the Contract in order to fulfill its obligations under this Contract and to meet the Solution Requirements, then the License will be deemed to automatically include such Replacement Product without cost or penalty to the District even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by the District, Contractor must provide the necessary training to District personnel to utilize the Replacement Product at no cost to the District.
- 11.4.2** In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, Acceptance of any payment under this Contract), will be deemed to have ratified this Contract, subject to the requirements of Paragraph 18.0 (Assignment and Delegation/Mergers or Acquisitions) below. All terms and conditions of this Contract will continue in full force and effect for the Replacement Product.
- 11.4.3** The following terms and conditions will apply if the District elects to transfer the License to a Replacement Product:
  - a. Contractor, or its assignee or successor, must at no cost to the District, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product,
  - b. Any prepaid Service Fees for the Solution must transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same Term, the credit balance



must be applied to future Maintenance Fees or returned to the District, at the District's option,

- c. All modules offered separately must match the original Application Software's level of functionality, must be supplied by Contractor, or its assignee or successor, without additional cost or penalty to the District, and must not affect the calculation of any annual fees,
- d. Contractor must provide to the District the necessary training for purposes of learning the Replacement Product. Such training must be provided at no cost to the District,
- e. All License terms and conditions, at a minimum, must remain as granted herein with no additional fees imposed on the District, and
- f. The definition of Application Software must include the Replacement Product.

#### **11.4.4 Warranty Pass-Through**

Contractor must assign to the District to the fullest extent permitted by law or by this Contract and must otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder must fully extend to and be enjoyed by the District.

#### **11.4.5 Remedies**

The District's remedies under this Contract for the breach of the warranties set forth in this Contract, including Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract, will include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract, including assessment of Service Credits and any other corrective measures specified in such Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement) to this Contract.

#### **11.4.6 Breach of Warranty Obligations**

Failure by Contractor to timely perform its obligations set forth in this Paragraph 11.4 (Continuous Product Support) will constitute a material breach, upon which, in addition to the District's other rights and remedies set forth herein, the District may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 20.0 (Termination for Default) below.

## **12.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

### **12.1 General Insurance Requirements**

Without limiting Contractor's indemnification of the District, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage

satisfying the requirements specified in this Paragraph 12.0 (General Provisions for all Insurance Requirements). 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 District in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

## **12.2 Evidence of Coverage and Notice to District**

- 12.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to the District, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, will be delivered to the District and provided prior to commencing Services under this Contract.
- 12.2.2** Renewal Certificates must be provided to the District not less than ten Days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 12.2.3** Certificates must identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- 12.2.4** Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 12.2.5** Certificates and copies of any required endorsements must be sent to District Project Director at the address specified in Exhibit D (District's Administration) to this Contract.
- 12.2.6** Contractor also must promptly report to the District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to contractor. Contractor also must promptly notify the District 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 the District.

### **12.3 Additional Insured Status and Scope of Coverage**

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

### **12.4 Cancellation of or Changes in Insurance**

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

### **12.5 Failure to Maintain Insurance**

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

### **12.6 Insurer Financial Ratings**

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

### **12.7 Contractor's Insurance Must Be Primary**

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

### **12.8 Waivers of Subrogation**

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the District under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its

insurers to execute any waiver of subrogation endorsements as defined in Exhibit A (Statement of Work), which may be necessary to affect such waiver.

### **12.9 Subcontractor Insurance Coverage Requirements**

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

### **12.10 Deductibles and Self-Insured Retentions (SIRs)**

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

### **12.11 Claims Made Coverage**

If any part of the required insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than one year following Contract expiration, termination, or cancellation.

### **12.12 Application of Excess Liability Coverage**

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

### **12.13 Separation of Insureds**

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

### **12.14 Alternative Risk Financing Programs**

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

## **12.15 District Review and Approval of Insurance Requirements**

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

### **13.0 INSURANCE COVERAGE**

#### **13.1 Commercial General Liability Insurance**

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

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

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

13.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **13.4 Technology Errors & Omissions Insurance**

Technology Errors & Omissions Insurance includes coverage 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: (i) systems analysis, (ii) systems programming, (iii) data processing, (iv) systems integration, (v) outsourcing including outsourcing development and design, (vi) systems design, consulting, development and modification, (vii) training services relating to computer software or hardware, (viii) management, repair and maintenance of computer products, networks and

systems, (ix) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (x) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (xi) any other Services provided by Contractor, with limits of not less than ten million dollars.

### **13.5 Privacy/Network Security (Cyber) Insurance**

Privacy/Network Security (“Cyber”) liability coverage providing protection against liability for: (i) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (ii) System breach, (iii) denial or loss of service, (iv) introduction, implantation or spread of malicious software code, and (v) unauthorized access to or use of computer systems, with limits of not less than five million dollars. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status.

### **13.6 Intellectual Property Warranty and Indemnification**

#### **13.6.1 Indemnification – General**

Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor must indemnify, defend, and hold harmless the County, its Special Districts, and their elected and appointed officers, employees, Agents and volunteers (collectively referred to for purposes of this Paragraph 13.7.1 as County and its Agents) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any actual infringement of any third party’s patent or copyright, or any actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13.7.1 as “Infringement Claim(s)”).

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13.7.1 must be conducted by Contractor and performed by counsel selected by Contractor. The District will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will retain the right to participate in any such defense at its sole cost and expense.

#### **13.6.2 Indemnification – Intellectual Property**

13.6.2.1 Notwithstanding any provision to the contrary, whether expressly or by implication, from and against any and all third-party liability, including, but not limited to, demands, claims, actions, fees, direct damages, costs, and expenses (including attorneys and expert witness fees) arising from any actual infringement of any third party’s patent or copyright, or any actual unauthorized trade secret disclosure, arising from or

related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 13.7.2 as “Infringement Claim(s)”).

- 13.6.2.2 Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13.7.2 (Indemnification – Intellectual Property) must be conducted by Contractor and performed by counsel approved by both parties. The District will provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the District will retain the right to participate in any such defense at its sole cost and expense.
- 13.6.2.3 Contractor must pay and is solely responsible for the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.
- 13.6.2.4 Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from: (i) the District’s use of a previous version of the Solution, and the claim would have been avoided had the District used the current version of the software, (ii) the District’s combining the Solution with devices or products not intended or approved by Contractor, (iii) use of the Solution in applications, business environments or processes for which the Solution was not designed or contemplated, and where use of the Solution outside of such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that the District made to the Solution and such correction, modifications, alterations or enhancements is determined by a court of competent jurisdiction to be a contributing (e.g., material and/or substantive) cause of the infringement, (v) use of the Solution by any person or entity other than Users, or (vi) subject to Contractor’s remedial measures, the District’s willful infringement, including continued use of Contractor’s infringing Solution after being notified by Contractor that such infringing Solution is, or is likely to become, the subject of a third-party claim.
- 13.6.2.5 Contractor must, at its option and at no cost to the District, engage in remedial measures by, either: (i) disabling without delay, the affected Software component, as applicable, and either (ii) procuring the right, by license or otherwise, for the District to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of District’s License, or (iii) replacing or modifying the Solution or any

component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined and agreed to by the District and Contractor, until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing. The foregoing states Contractor's entire liability and District's sole and exclusive remedy with respect to this Paragraph 13.7 (Indemnification - Intellectual Property).

13.6.2.6 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 13.7.2.5 above will constitute a material breach of this Contract, upon which the District will be entitled to terminate this Contract for default pursuant to Paragraph 20.0 (Termination for Default) below.

#### **14.0 INTENTIONALLY OMITTED**

#### **15.0 INTENTIONALLY OMITTED**

#### **16.0 CONFIDENTIALITY**

##### **16.1 Confidential Information**

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the District or the applicable law under Paragraph 8.6 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including, but not limited to, fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the District than the terms of this Contract, including this Paragraph 16.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of District's Confidential Information.



Contractor's violation of this Paragraph 16.1 may constitute a material breach of this Contract. In the event of such material breach, the District may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor from participation in future District solicitations or from being awarded a contract pursuant to a District solicitation.

## **16.2 Disclosure of Information**

With respect to any of the District's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 16.2 "information"), Contractor must: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, (ii) promptly transmit to the District all requests for disclosure of any such information, (iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the District without prior written approval of District's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and (iv) at the expiration or termination of this Contract, return all such information to the District or maintain such information according to the written procedures provided or made available to Contractor by the District for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose District Information, Contractor must notify District Project Director immediately and prior to any such disclosure, to provide the District an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

## **16.3 Disclosure Restrictions of Non-Public Information**

While performing Work under this Contract, 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. Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

## **16.4 Indemnification & Limitation of Liability**

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its Agents from and against any and all direct loss, direct damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees, agents or Subcontractors to comply with this Paragraph 16.4, as determined by the District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 16.4 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the

District. Contractor does not have the right to enter into any settlement, agree to any injunction or make any admission, in any such case, on behalf of the District without the District's prior written approval.

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract.

(Subject to the terms of this Contract, the District must indemnify and hold harmless Zetron, its officers, employees, affiliates, owners, and agents from all liability that may result from all claims, actions, suits, or damages finally awarded including without limitation reasonable attorneys' fees, related to injury or death of any person or damage to or loss of any property caused by the District's gross negligence or willful misconduct in the course of performance of this Contract.

EXCEPT FOR ANY AMOUNTS DUE TO ZETRON UNDER THIS CONTRACT, IN NO EVENT WILL EITHER PARTY'S LIABILITY INCLUDE CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES IN THIS CONTRACT FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY'S LIABILITY WILL IN ANY EVENT EXCEED THE CONTRACT PRICE.

## **16.5 Individual Requests**

Contractor must acknowledge any request or instructions from the District regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from District within seven Days. If an individual makes a request directly to Contractor involving District Information, Contractor must notify District within five Days and the District will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding District Information, Contractor must notify the District as described in Paragraph 17.0 (Security) below, and the District will coordinate an appropriate response.

## **16.6 Retention of District Information**

Contractor must not retain any District information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

## **17.0 SECURITY**

### **17.1 System Security**

Notwithstanding anything to the contrary herein, Contractor must provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable District security policies, procedures and requirements provided by the District to Contractor in writing as part of the RFP (and incorporated by this reference), this Contract or otherwise as

required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of Systems and networks. Without limiting the generality of the foregoing, Contractor must implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the Solution, as further specified in this Contract and Exhibit H1 (County – Information Security and Privacy Requirements). In no event must Contractor’s actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own Systems and data.

## **17.2 Solution Data Security**

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other District data. Contractor must protect, secure and keep confidential all Solution data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Exhibit H1 (County – Information Security and Privacy Requirements), including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor must take all reasonable actions necessary or advisable to protect all Solution data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by District Project Director, Contractor must provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of District Project Director. Contractor must not use Solution data for any purpose or reason other than to fulfill its obligations under this Contract.

## **17.3 Protection of Electronic District Information – Data Encryption**

Contractor that electronically transmits or stores Personal Information (hereinafter “PI”), Protected Health Information (hereinafter “PHI”) and/or Medical Information (hereinafter “MI”) must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph 17.3 (Protection of Electronic District Information – Data Encryption), “PI” is defined in California Civil Code Section 17910.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

### **17.3.1 Encryption Standards – Stored Data**

Contractor’s and Subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b)

National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractors' and Subcontractors' use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County's Chief Executive Office.

### **17.3.2 Encryption Standards – Transmitted Data**

All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations, and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

### **17.3.3 Definition References**

- a. As used in this Policy, the phrase "Personal Information" will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase "Protected Health Information" will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- c. As used in this Policy, the phrase "Medical Information" will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

### **17.3.4 Compliance**

By executing this Contract, Contractor (on behalf of itself and any and all District-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 17.3.4 (Compliance) as of the Effective Date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI and/or MI. Such certification will be evidenced by submission of a completed and signed form set forth in Exhibit H3 (Compliance with Departmental Encryption Requirements), prior to being awarded this Contract by the Board of Supervisors. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its District-approved Subcontractors' data encryption product(s) generate, and such reports will be subject to audit in accordance with this Contract. The District requires that, if non-

compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 17.3.4 (Compliance) will constitute a material breach of this Contract, upon which the District may terminate or suspend this Contract, deny Contractor access to the District IT resources and/or take such other actions as deemed necessary or appropriate by the District.

#### **17.3.5 No Policy Exceptions**

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors in writing.

#### **17.3.6 Remedies**

Contractor acknowledges that a breach of Contract may result in irreparable harm to the County, which may not be adequately compensated by monetary damages. Therefore, in addition to the County's other rights provided by law and equity, the County retains the right to seek injunctive relief to enforce the provisions of this Paragraph 17.3.6 (Remedies). The provision of this Paragraph 17.3.6 (Remedies) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor must bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or the District's sole fault.

### **18.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 18.1 Contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law practicably allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 18.2 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the District in its sole discretion and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph 18.0 (Assignment and Delegation/Mergers or Acquisitions), the District consent will require a written Amendment to the Contract, which must be formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible by the District against the claims Contractor may have against the District.
- 18.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason

whatsoever without the District's prior express written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the District will be entitled to pursue the same remedies against Contractor under this Contract in the event of default by Contractor.

## **19.0 TERMINATION FOR CONVENIENCE**

- 19.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.
- 19.2 After receipt of a notice of termination and except as otherwise directed by the District, Contractor must:
- a. Stop Work under this Contract on the date and to the extent specified in such notice, and
  - b. Complete performance of such part of the Work, as well as Work not effected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.
- 19.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) below.

## **20.0 TERMINATION FOR DEFAULT**

- 20.1 The District may, by written notice to Contractor, terminate the whole or any part of this Contract if:
- a. Contractor fails to timely provide and/or satisfactorily perform any Task, SubTask, Deliverable, goods, Service, or other Work within the times specified in this Contract, or
  - b. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Contract, or
  - c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
  - d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including, but not limited to Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), or
  - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 Days (or such longer period as the District may authorize in writing) of receipt of written notice from the District specifying such

failure or breach, except that Contractor must not be entitled to any cure period, and the District may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

- 20.2 If, after the District has given notice of termination under the provisions of this Paragraph 20.0 (Termination for Default), it is determined by the District that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 19.0 (Termination for Convenience) above.
- 20.3 The rights and remedies of the District provided in this Paragraph 20.0 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

## **21.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 21.1 The District may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the District will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 21.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report should be made either to the County manager charged with the supervision of the employee or to County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 21.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts or other such items and means.

## **22.0 TERMINATION FOR INSOLVENCY**

- 22.1 The District may terminate this Contract immediately and without delay if any of the following occur:
- a. Insolvency of Contractor – Contractor must be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
  - b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
  - c. The appointment of a Receiver or Trustee for Contractor, or

- d. The execution by Contractor of a general assignment for the benefit of creditors.
- 22.2 The rights and remedies of the District provided in this Paragraph 22.0 (Termination for Insolvency) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 22.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, the District may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of the District to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee must allow the District to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and must not interfere with the rights and benefits of the District as provided therein). The foregoing will survive the termination or expiration of this Contract for any reason whatsoever.

**23.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

**24.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**25.0 EFFECT OF TERMINATION**

**25.1 Termination by District**

Except for termination of convenience by the District, in the event that the District, upon written notice to Contractor, terminates this Contract in whole or in part as provided herein, then:

- a. Contractor and the District will continue the performance of this Contract to the extent not terminated,
- b. Contractor must stop Work under this Contract on the date and to the extent specified in such notice and provide to the District all completed Work and Work in progress, in a medium reasonably requested by the District,



- c. Contractor must: (i) promptly return to the District any and all District Confidential Information, District Materials and any other County data relating to that portion of this Contract and Work terminated by the District, and (ii) destroy all such Confidential Information, District Materials and other County data as required in and in accordance with the provisions of Exhibit H1 (County – Information Security and Privacy Requirements)
- d. Contractor must transfer ownership of the Cloud Solution Environment to the District,
- e. The District will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract for the Work completed up to the time of termination,
- f. Contractor must return to the District all monies paid by District, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable,
- g. Upon termination by the District for default pursuant to Paragraph 20.0 (Termination for Default) above or for insolvency pursuant to Paragraph 22.0 (Termination for Insolvency) above, the District will have the right to procure, upon such terms and in such a manner as the District may deem appropriate, goods, Services and other Work, similar to those so terminated, and Contractor must be liable to the District for, and must promptly pay to the District by cash payment, any and all excess costs incurred by District, as determined by the District, to procure and furnish such similar goods, Services and other Work,
- h. Contractor understands and agrees that the District has obligations that it cannot satisfy without use of the Solution provided to the District hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to the District and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Contract, Contractor must fully cooperate with the District in the transition of the District to a new solution, toward the end that there be no interruption of the District's day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor must allow the District or a District-selected Subcontractor a transition period until expiration of the term of this Contract, or in all other cases, at a date specified by the District, for the orderly turnover of Contractor's Contract activities and responsibilities without any additional cost to the District.

## **25.2 Termination Transition Services**

Contractor must assist the District in transitioning from the Solution by providing Transition Services, as provided below. Upon the expiration or termination of this Contract, the District may require Contractor to provide Services in the form of Optional Work to assist the District to transition System operations from Contractor to the District or the District's designated third party ("Transition Services"). Upon the District's request for Transition Services, the District and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.

Contractor agrees that if the District terminates this Contract for any breach by Contractor or for insolvency of Contractor, Contractor must perform all Transition Services as required by the District at no cost to the District. Contractor must provide the District with all the Transition Services as provided in this Paragraph 25.2. The duty of Contractor to provide any Transition Services pursuant to this Paragraph 25.2 will be conditioned on the District continuing to comply with its obligations under this Contract, including payment of all applicable fees. Contractor has no right to withhold or limit its performance of the Transition Services based on any alleged breach of this Contract by the District, other than a failure by the District to timely pay Contractor the invoiced amounts due and payable hereunder. The District will have the right to seek specific performance of this Paragraph 25.2 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Paragraph 25.2 by either party will not constitute a waiver or estoppel regarding any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to the District, based on the most recent prices applicable under this Contract to similar Services, will be applied in mitigation of any damages that may be awarded.

## **26.0 WAIVER**

No breach of any provision hereof can be waived unless in writing. No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 26.0 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **27.0 WARRANTY AGAINST CONTINGENT FEES**

27.1 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 Contractor for the purpose of securing business.

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

## **28.0 INDEPENDENT CONTRACTOR STATUS**

28.1 This Contract is by and between the District and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and Contractor. The employees and agents of one party will not be, nor be construed to be employees or agents of the other party for any purpose whatsoever.

- 28.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The District will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 28.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the District. Contractor is solely liable and responsible for furnishing all Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

## **29.0 SUBCONTRACTING**

- 29.1 The District has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's key staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the District. Any attempt by Contractor to Subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the District may immediately terminate this Contract.
- 29.2 In the event Contractor seeks to subcontract any portion of its performance of the Contract by Contractor's key staff, Contractor must first provide to the District, in writing, a notice regarding such proposed Subcontract, which must include:
- a. The reasons for the proposed Subcontract,
  - b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
  - c. A detailed description of the Work to be provided by the proposed Subcontractor,
  - d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,
  - e. Required District forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iii) any other standard County required provisions,
  - f. A representation from Contractor that:
    - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired ,
    - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,

- iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
    - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
  - g. Other pertinent information and/or certifications reasonably requested by the District.
- 29.3 The District will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.
- 29.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.
- 29.5 Notwithstanding any other provision of this Paragraph 29.0 (Subcontracting), Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All subcontracts must be made in the name of Contractor and will not bind nor purport to bind the District. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the District or limit, in any way, any of the District's rights or remedies contained in this Contract.
- 29.6 Subcontracting of any Work performed by Contractor's key staff under this Contract will not waive the District's right to prior and continuing approval of any or all such Contractor's key staff pursuant to the provisions of Paragraph 8.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's key staff. Contractor must notify its Subcontractors of the District's right to approve or disapprove each member or proposed member of key staff providing Services or on-site Work to the District under this Contract or with access to any County data or information, including District's Confidential Information, System Data and other District Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor key staff.

- 29.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.
- 29.8 In the event that the District consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 29.0 (Subcontracting) or a blanket consent to any further subcontracting.

### **30.0 RISK OF LOSS**

Contractor bears the full risk of loss due to total or partial destruction of any software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by the District as evidenced by the District's signature on delivery documents.

### **31.0 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT**

- 31.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment records and other records relating to its performance of this Contract. Contractor agrees that the District or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by Contractor and must be made available to the District during the Term of this Contract and for a period of five years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, Contractor must pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 31.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the District will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 31.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) will constitute

a material breach of this Contract upon which the District may terminate or suspend this Contract.

- 31.4 If, at any time during the entire Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the District conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the District's dollar liability for any such Work is less than payments made by the District to Contractor, then the difference will be either: a) repaid by Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the District, whether under this Contract or any other agreement. If such audit finds that the District's dollar liability for such Work is more than the payments made by the District to Contractor, then the difference will be paid to Contractor by the District by cash payment, provided that in no event will the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

### **31.5 Audit and Inspection, Information Security and Privacy Requirements**

#### **a. Self-Audits**

Contractor must periodically conduct audits, assessments, testing of its System of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits must 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 District.

Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor must provide the audit results and any corrective action documentation to the District promptly upon its completion at the District's request. With respect to any other report, certification, or audit or test results prepared or received by Contractor that contains any District Information, Contractor must promptly provide the District with copies of the same upon the District's reasonable request, including identification of any failure or exception in Contractor's information systems, products, and Services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to the District pursuant to this Paragraph 31.5 (Audit and Inspection, Information Security and Privacy Requirements) must be provided at no charge to the District.

#### **b. District Requested Audits**

At the District's expense, it or an independent third-party auditor it commissions, will have the right to audit Contractor's infrastructure, security and privacy practices, data center, Services and/or Systems storing or processing the District Information via an onsite inspection at least once a year. Upon the District's request Contractor must complete a questionnaire regarding

Contractor's information security and/or privacy program. The District will pay for the District requested audit unless the auditor finds that Contractor has materially breached this Contract, in which case Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Paragraph 31.5 (Audit and Inspection, Information Security and Privacy Requirements), the District may exercise its termination rights provided by this Contract.

A District requested audit will be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor's normal business operations. The District'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. Contractor must cooperate with the District in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the District. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Contractor will provide to the District a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party, and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits. Notwithstanding the preceding sentences, the District will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the District with a full and adequate defense, as determined by the District in its sole judgment, the District will be entitled to retain its own counsel, including without limitation County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the District in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction, other equitable relief, or make any admission, in any case, on behalf of the District without the District's prior express written approval.

c. District Audit Settlements

If, at any time during or after the Term of this Contract, representatives of the District conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit reasonably and accurately find that the District's dollar liability for such Work is less than payments made by District to Contractor, then the difference, together with the District's reasonable costs of audit, will be either repaid by Contractor to the District by cash payment upon demand or deducted from any amounts due to Contractor from the District, as

determined by the District. If such audit finds District's dollar liability for such Work is more than payments made by the District to Contractor, then the difference will be repaid to Contractor by cash payment.

### **32.0 DISTRICT'S QUALITY ASSURANCE PLAN**

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

### **33.0 CONFLICT OF INTEREST**

- 33.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the District's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such Work.
- 33.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that create or appear to create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to District Project Director. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 33.0 (Conflict of Interest) will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 33.3 The terms and procedures of this Paragraph 33.0 (Conflict of Interest) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

### **34.0 COMPLIANCE WITH APPLICABLE LAW**

- 34.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.



- 34.2 Contractor must indemnify, defend, and hold harmless the 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 the District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 34.0 (Compliance with Applicable Law) must be conducted by Contractor and performed by counsel selected by Contractor and approved by the District. Notwithstanding the preceding sentence, the District will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the District with a full and adequate defense, as determined by the District in its sole judgment, the District will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the District in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the District without the District's prior express written approval.
- 34.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the District's regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law applicable to the Work and Contractor's District-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor is responsible for staying apprised of any and all relevant changes in the law, including, but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law. Contractor must also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by the District applicable to the Work and Contractor's District-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. The District reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the state and the federal government, as applicable to this Contract.
- 34.4 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

### **35.0 FAIR LABOR STANDARDS**

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

### **36.0 COMPLIANCE WITH CIVIL RIGHTS LAW**

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the District:

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

### **37.0 RESTRICTIONS ON LOBBYING - FEDERAL FUNDS PROJECTS**

If any federal funds are to be used to pay for any portion of Contractor's Work under this Contract, the District will notify Contractor in writing in advance of such payment and Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and will ensure that each of its Subcontractors receiving funds provided under this Contract also fully complies with all applicable certification and disclosure requirements.

### **38.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 38.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain from all its employees and Subcontractors performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently

exist and as they may be amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.

- 38.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the District or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

**39.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the entire Term of this Contract.

**40.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS**

- 40.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings and job requirements to: [GAINSTART@DPSS.LACOUNTY.GOV](mailto:GAINSTART@DPSS.LACOUNTY.GOV) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

**41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, Contractor and the District agree that, during the entire Term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

## **43.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **43.1 Responsible Contractor**

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

### **43.2 Chapter 2.202 of the County Code**

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

### **43.3 Non-responsible Contractor**

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

### **43.4 Contractor Hearing Board**

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

**43.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and District Project Director will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

- 43.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the County Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 43.4.4** If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the District.
- 43.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 43.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **43.5 Subcontractors of Contractor**

The terms and procedures of this Paragraph 43.0 (Contractor Responsibility and Debarment) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

#### **44.0 FEDERAL ACCESS TO RECORDS**

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a

period of four years following the furnishing of Services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services described in United States Code Section 1395 through any Subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such Subcontract must provide for such access to the Subcontract, books, documents and records of the Subcontractor.

#### **45.0 REQUIRED CERTIFICATIONS**

Contractor must obtain and maintain in effect during the entire Term of this Contract all licenses, permits, registrations, accreditations and certificates required by all federal, state, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Contract. Contractor must further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, must obtain and maintain in effect during the Term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives will be provided, if required by law, in duplicate, to District Project Manager at the address set forth in Exhibit D (District's Administration) to this Contract.

#### **46.0 NO THIRD-PARTY BENEFICIARIES**

Notwithstanding any other provision of this Contract, Contractor and the District do not in any way intend that any person or entity will acquire any rights as a third-party beneficiary of this Contract, except that this provision will not be construed to diminish Contractor's indemnification obligations hereunder.

#### **47.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER**

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

**48.0 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO SAFELY SURRENDERED BABY LAW**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post County’s “Safely Surrendered Baby Law” poster, in Exhibit G (Safely Surrendered Baby Law) to this Contract, in a prominent position at Contractor’s place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

**49.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Contractor must notify and provide to its employees and must require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) to this Contract, Safely Surrendered Baby Law of this Contract.

**50.0 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

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

50.2 As required by the 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 must during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 10810.5, and must implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50.0 (Contractor’s Warranty of Adherence to the County’s Child Support Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days

of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 20.0 (Termination for Default) above, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## **52.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **52.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **52.2 Written Employee Jury Service Policy**

**52.2.1** Unless Contractor has demonstrated to the District'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 must have and adhere to a written policy that provides that its Employees must receive from Contractor, on an annual basis, no less than five Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

**52.2.2** For purposes of this Paragraph 52.2 (Written Employee Jury Service Policy), "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: i) the lesser number is a recognized industry standard as determined by the County, or ii) 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 this Contract, the Subcontractor is also be subject to the provisions of this Paragraph 52.2 (Written Employee Jury Service Policy). The provisions of this Paragraph 52.2 (Written Employee Jury Service Policy) must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

**52.2.3** If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the District if Contractor at any time either comes within the Jury Service Program's definition of



“contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the District’s satisfaction, that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

**52.2.4** Contractor’s violation of this Paragraph 52.2 (Written Employee Jury Service Policy) may constitute a material breach of this Contract. In the event of such material breach, the District may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**53.0 WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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

**54.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53.0 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the District may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**55.0 DISPUTE RESOLUTION PROCEDURE**

55.1 Contractor and the District agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes will be subject to the provisions of this Paragraph 55.0 (Dispute Resolution Procedure) and other provisions in this Contract (such provisions will be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

55.2 Contractor and the District agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder.

- 55.3 Neither party will delay or suspend its performance during the Dispute Resolution Procedure.
- 55.4 In the event of any dispute between the parties with respect to this Contract, Contractor and the District will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 55.5 If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 55.6 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten Days from the date of submission of the dispute to them, then the matter will be immediately submitted to Contractor's chief operating officer or designee, and the Department's Chief Information Officer. These persons will have ten Days to attempt to resolve the dispute.
- 55.7 If 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/or its rights and remedies as provided by law.
- 55.8 All disputes utilizing this Dispute Resolution Procedure must be documented in writing by each party and will state the specifics of each alleged dispute and all actions taken. The parties will act in good faith to resolve all disputes. At all three levels described in this Paragraph 55.0 (Dispute Resolution Procedure), the efforts to resolve a dispute will be undertaken by conference between the parties' respective representatives, either orally, face-to-face meeting, by telephone, or in writing by exchange of correspondence.
- 55.9 Notwithstanding the foregoing, in the event of the District's infringement of Contractor's intellectual property rights under this Contract or violation by either party of the confidentiality obligations hereunder, the violated party will have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 55.10 Notwithstanding any other provision of this Contract, the District's right to seek injunctive relief to enforce the provisions of Paragraph 16.0 (Confidentiality) above, will not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the District's rights and will not be deemed to impair any claims that the District may have against Contractor or the District's rights to assert such claims after any such injunctive relief has been obtained.

## **56.0 ASSIGNMENT BY DISTRICT**

This Contract may be assigned in whole or in part by the District, without the further consent of Contractor, to a party which is not a competitor of Contractor, and which agrees in writing to perform the District's obligations under this Contract.

## **57.0 NEW TECHNOLOGY**

Contractor and the District acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during

the Term of this Contract. The District desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager must, promptly upon discovery and on a continuing basis, apprise District's Project Director of all new technologies, methodologies, and techniques which Contractor considers to be applicable to the System. Specifically, upon the District's request, Contractor must provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. The District, at its sole discretion, may request that this Contract be amended to incorporate the new technologies, methodologies, and techniques into the System.

#### **58.0 UNLAWFUL SOLICITATION**

Contractor must inform all its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and must take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

#### **59.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the District. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

#### **60.0 AUTHORIZATION WARRANTY**

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

#### **61.0 VALIDITY**

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

#### **62.0 SEVERABILITY**

If any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Contract, if practicable, and will in no way affect, impair or invalidate any other provision contained herein. If any such provision is deemed invalid in its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth

permitted by law. If any provision of this Contract is adjudged void or invalid for any reason whatsoever but would be valid if part of the wording thereof were deleted or changed, then such provision will apply with such modifications as may be necessary to make it valid and effective.

## **63.0 NOTICES**

- 63.1 All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, will be in writing and will be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt, (ii) by first class registered or certified mail, postage prepaid, or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices will be deemed given at the time of signed receipt in the case of hand delivery, three Days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten Days prior written notice thereof to the other party.
- 63.2 To the District: Notices must be sent to the attention of District Project Manager and District Project Director at the respective addresses specified in Exhibit D (District's Administration) to this Contract.
- 63.3 To Contractor: Notices must be sent to the attention of Contractor's Project Manager at the address specified in Exhibit E (Contractor's Administration) to this Contract, with a copy to Contractor's Project Director.
- 63.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 63.0 (Notices) by giving written notice of the change to the other party, subject to the District's right of approval in accordance with Paragraph 8.3 (Approval of Contractor's Staff) above.

## **64.0 ARM'S LENGTH NEGOTIATIONS**

This Contract is the product of arm's length negotiations between Contractor and the District, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either as the drafter or otherwise.

## **65.0 RE-SOLICITATION OF BIDS AND PROPOSALS**

- 65.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, the District, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and Services delivered or contemplated under this Contract. The District will make the determination to re-solicit bids or request proposals in accordance with applicable County policies.
- 65.2 Contractor acknowledges that the District, in its sole discretion, may enter into an agreement for the future provision of goods and Services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

#### **66.0 RECYCLED BOND PAPER**

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

#### **67.0 FORCE MAJEURE**

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

67.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor is not 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 Paragraph 67.0 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

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

#### **68.0 NON-EXCLUSIVITY**

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

#### **69.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

69.2 If Contractor fails to make timely repairs, the District may make any necessary repairs. All costs incurred by the District, as determined by the District, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all District's other rights and remedies provided by law or under this

Contract, the District may deduct such costs from any amounts due Contractor from the District under this Contract.

#### **70.0 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 will, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **71.0 ACCESS TO COUNTY FACILITIES**

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to District Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities may be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County-observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by District Project Manager, which approval will not be unreasonably withheld. Contractor must have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel will be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by District Project Manager.

#### **72.0 DISTRICT FACILITY OFFICE SPACE**

For Contractor to perform Services hereunder and only for the performance of such Services, the District may elect, subject to the District's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable District Project Manager at County facilities, on a non-exclusive use basis. The District will also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Contract. The District disclaims all responsibility for the loss, theft or damage of any property or material left at such District office space by Contractor.

#### **73.0 PHYSICAL ALTERATIONS**

Contractor must not in any way physically alter or improve any County facility without the prior written approval of the District Project Director and the Director of County's Internal Services Department, in their discretion.

#### **74.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Contractor must use reasonable efforts to ensure that no employee of Contractor or its Subcontractors performs Services under this Contract while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

#### **75.0 TIME OFF FOR VOTING**

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

election, every Contractor and Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

#### **76.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

- 76.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 76.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 76.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 77.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

#### **77.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph 77.0 (Compliance with Fair Chance Employment Practices) of this Contract may constitute a material breach of this Contract. In the event of such material breach, the District may, in its sole discretion, terminate this Contract.

#### **78.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

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/>). 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. Contractor, its employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

#### **79.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

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

proposal in a County solicitation if the Proposer/Contractor has assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration or termination of this Contract.

## **80.0 INTENTIONALLY OMITTED**

## **81.0 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 entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract may also be reduced correspondingly. The District's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all the Services set forth in this Contract.

## **82.0 COMPLAINTS**

82.1 Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

### **82.2 Complaint Procedures**

- a. Within 30 Business Days after the Contract effective date, Contractor must provide the District with Contractor's policy for receiving, investigating, and responding to complaints.
- b. The District will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- c. If the District requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for District approval.
- d. If, at any time, Contractor wishes to change Contractor's policy, Contractor must again submit proposed changes to the District for approval.
- e. Contractor must preliminarily investigate all complaints and notify the District Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- f. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- g. Copies of all written responses must be sent to the District Project Manager within five Business Days of mailing to the complainant.



### **83.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

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

The District and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 9.0 (Amendments and Change Notices) above, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

### **84.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar software, Service Levels, software models, components, goods or Services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices must be immediately extended to the District. The District will have the right, at the District's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 84.0 by review of Contractor's books and records.

### **85.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

85.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must 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.

85.2 Contractor certifies to the District each of the following:

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

85.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 85.4 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.
- 85.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable federal and state laws and regulations to the end that no person must, 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.
- 85.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 85.0 (Nondiscrimination and Affirmative Action) when so requested by the District.
- 85.7 If the District finds that any provisions of this Paragraph 85.0 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. The District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the District that Contractor has violated the anti-discrimination provisions of this Contract.
- 85.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the District will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 85.9 The terms and procedures of this Paragraph 85.0 (Nondiscrimination of Affirmative Action) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

## **86.0 PUBLIC RECORDS ACT**

- 86.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 31.0 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required

to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The District will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 86.2 In the event the District 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," Contractor agrees to defend and indemnify the County for all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **87.0 DISCLOSURE OF CONTRACT**

### **87.1 Disclosure**

Contractor must not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Contract to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor must, to the extent allowed by law or such order, promptly notify District Project Director. Thereafter, Contractor must comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor must delay such compliance and cooperate with the District to obtain relief from such obligations to disclose until the District has been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the District will not inhibit Contractor from publicizing its role under this Contract under the following conditions:

- Contractor must develop all publicity material in a professional manner.
  - During the Term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seal of the District or any County department without the prior written consent of District Project Director for each such item.
- 87.2 Contractor may, without the prior written consent of the District, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 87.0 (Disclosure of Contract) will apply.

### **87.3 Required Disclosure**

Notwithstanding any other provision of this Contract, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

## **88.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

### **88.1 District Materials**

Contractor agrees that the District, as applicable, will own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules, Departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or Work Products originated or created solely for the District, as applicable, through Contractor's Work pursuant to this Contract and any District data whether provided by the District or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "District Materials"). Contractor, therefore, hereby assigns and transfers to District all of Contractor's right, title and interest in and to all such District Materials, provided that notwithstanding such District ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five years subsequent to the Term of this Contract, Contractor must retain all of Contractor's working papers prepared under this Contract, including to the extent necessary District Materials. The District will have the right to inspect all such working papers, make copies thereof and use the working papers and the information contained therein.

### **88.2 Transfer to County**

The County will have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights will be borne by the County. Further, the County will have the right to assign, license or otherwise transfer all County's right, title, and interest, including, but not limited to, copyrights and patents, in and to County Materials.

### **88.3 Proprietary and Confidential**

All materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to District Project Director as proprietary or confidential, and be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Contract, the District will not be obligated in any way under this Contract for:

- a. Any disclosure of any materials which the District is required to make under the California Public Records Act or otherwise by any state or federal law or order of court, or
  - b. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.
- 88.4 The District will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 88.5 Notwithstanding any other provision of this Contract, the District will not be obligated to Contractor in any way under Paragraph 88.4 above.
- 88.6 All the rights and obligations of this Paragraph 88.0 (Ownership of Materials, Software and Copyright) will survive the expiration or termination of this Contract.

**89.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 89.1 Contractor must indemnify, hold harmless and defend the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. The District will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support Contractor's defense and settlement thereof.
- 89.2 In the event any software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that District's continued use of the System is not materially impeded, must either:
- a. Procure for the District all rights to continued use of the questioned software product, or
  - b. Replace the questioned software product with a non-questioned item, or
  - c. Modify the questioned software so that it is free of claims.
- 89.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

**90.0 DATA DESTRUCTION**

If Contractor has maintained, processed, or stored District data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information has 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:

<https://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 District, or external to County's boundaries. The District must receive within ten Business Days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor must certify that any District 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. Contractor must provide the District with written certification, within ten Business Days of removal of any electronic storage equipment and devices that validates that all District data was destroyed and is unusable, unreadable, and/or undecipherable.

#### **91.0 ELIGIBLE ENTITIES**

The District and Contractor agree that Eligible Entities may purchase products or services defined herein under the same terms and conditions as the District, subject to any applicable local purchasing ordinances and laws of the State of California.

For purposes of this Contract, an Eligible Entity is any public law enforcement/public safety agency whose procurement rules, whether internal or enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as this RFP.

The terms and conditions of this Contract will be made available, upon request, to public law enforcement/public safety agencies, "Eligible Entities", upon request.

The District will not be construed as a dealer, re-marketer, representative, partner, or agent of any type, of Contractor. Eligible Entities will be solely responsible for ordering services and products under this District Contract. Payments for services and products ordered by an Eligible Entity will be the exclusive obligation of such Eligible Entity.

The District will not be obligated, liable, or responsible for any order made by any Eligible Entity or any employee thereof, or for any payment required to be made with respect to such order, and that any disputes between Eligible Entities and Contractor are not the responsibility of the District. The exercise of any rights or remedies of the Eligible Entities or Proposer will be the exclusive obligation of such parties.

The District makes no representation or guaranty with respect to any minimum purchases by the District, or any Eligible Entity or any employee thereof, under this District contract or any Eligible Entity contract.

Notwithstanding any additional or contrary terms in the Eligible Entity's contract, the applicable provisions of this Contract (except for price, scope of work, product delivery, passage of title, risk of loss to equipment, and warranty conditions) will govern the purchase and sale of the services or products ordered by the Eligible Entities.

**92.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM (IF APPLICABLE)**

- 92.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 92.2 Contractor must 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 LSBE.
- 92.3 Contractor must 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 LSBE.
- 92.4 If Contractor has obtained certification as a LSBE 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, must:
- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,
  - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
  - c. 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 will also apply to any business that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**93.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM (IF APPLICABLE)**

- 93.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the County Code.
- 93.2 Contractor must 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 SE.

- 93.3 Contractor must 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 SE.
- 93.4 If Contractor has obtained County certification as a SE 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, Contractor must:
- a. Pay to the County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded,
  - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
  - c. 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 will also apply to any entity that has previously obtained proper certification, however, because of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**94.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM (IF APPLICABLE)**

- 94.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 94.2 Contractor must 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 DVBE.
- 94.3 Contractor must 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 DVBE.
- 94.4 If Contractor has obtained certification as a DVBE 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, Contractor must:
- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded,



- b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract, and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **95.0 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE**

At the direction of the Board of Supervisors, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov).

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of August, 2024.

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

## SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

 New Sole Source Contract

 Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

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



 \_\_\_\_\_  
 Chief Executive Office

 \_\_\_\_\_  
 Date

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/10/2024	
<b>BOARD MEETING DATE</b>	7/23/2024	
<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>	Fire	
<b>SUBJECT</b>	The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' approval to establish a contract with Comsec Associates, Inc. to provide testing, review, and inspection services of emergency responder radio coverage systems (ERRCS).	
<b>PROGRAM</b>	Various	
<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>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$1,750,000	Funding source: \$350,000 grant funding, \$1,400,000 District funding
	TERMS (if applicable): 5 years	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Comsec will provide technical expertise in reviewing data provided by ERRCS installers and will review design plans submitted for the construction of new systems. Comsec will also conduct inspections of all new systems and if an ERRCS does not pass upon initial inspection, a re-inspection will be performed by Comsec. Comsec will provide annual inspections of the existing ERRCS systems. ERRCS testing, reviews, and inspections may be performed anywhere the District provides services throughout Los Angeles County.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	ERRCS are required for various occupancy classification in the County of Los Angeles Fire Code Title 32. ERRCS are required for various occupancy classifications in the Los Angeles County Fire Code Title 32. An ERRCS is a complex radio frequency system installed within large commercial and residential buildings (e.g., So-Fi Stadium, Intuit Dome, high-rise buildings, etc.) that provide public safety radio coverage and enhance first responders' communications capabilities. The systems receive and retransmit radio signals within the building and ensure radio frequency penetration in all areas including stairwells, elevators, basements, and other heavily shielded areas. The systems allow first responders to communicate with each other within the building, outside of the building, and with dispatch personnel.	

<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: Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning. Comsec has the specialized experience, qualifications, and equipment to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, 323-881-6173, <a href="mailto:Marissa.MartinJensen@fire.lacounty.gov">Marissa.MartinJensen@fire.lacounty.gov</a>



# COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

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

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)

**BOARD OF SUPERVISORS**  
LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT  
JANICE HAHN  
FOURTH DISTRICT  
HOLLY J. MITCHELL  
SECOND DISTRICT  
KATHRYN BARGER  
FIFTH DISTRICT

July 23, 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 OF A CONTRACT WITH COMSEC ASSOCIATES, INC. FOR TESTING, REVIEW, AND INSPECTION SERVICES OF EMERGENCY RESPONDER RADIO COVERAGE SYSTEMS (ALL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish a contract with Comsec Associates, Inc. (Comsec) to provide testing, review, and inspection services of emergency responder radio coverage systems (ERRCS).

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

1. Approve and instruct the Fire Chief, or his designee, to sign the Contract (Enclosure), which has been approved as to form by County Counsel, between the District and Comsec, to provide ERRCS testing, review, and inspection services.
2. Authorize the maximum contract sum of \$1,750,000 for the five-year contract term. The contract shall be effective August 1, 2024.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, and in accordance with the approved

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$1,750,000 maximum contract sum and with County Counsel approval as to form.

4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

### Contracted Services

Comsec will provide technical expertise in reviewing data provided by ERRCS installers and will review design plans submitted for the construction of new systems. Comsec will also conduct inspections of all new systems and if an ERRCS does not pass upon initial inspection, a re-inspection will be performed by Comsec. Comsec will provide annual inspections of the existing ERRCS systems. ERRCS testing, reviews, and inspections may be performed anywhere the District provides services throughout Los Angeles County.

### ERRCS Background

ERRCS are required for various occupancy classifications in the Los Angeles County Fire Code Title 32. An ERRCS is a complex radio frequency system installed within large commercial and residential buildings (e.g., So-Fi Stadium, Intuit Dome, high-rise buildings, etc.) that provide public safety radio coverage and enhance first responders' communications capabilities. The systems receive and retransmit radio signals within the building and ensure radio frequency penetration in all areas including stairwells, elevators, basements, and other heavily shielded areas. The systems allow first responders to communicate with each other within the building, outside of the building, and with dispatch personnel.

### Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning. Comsec has the specialized experience, qualifications, and equipment to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

## **FISCAL IMPACT/FINANCING**

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The maximum contract sum is \$1,750,000 for the five-year contract term. The District has received a \$350,000 Productivity Investment Fund Grant from the County of Los Angeles

Quality and Productivity Commission to fund the initial implementation of the Contract. The District will allocate necessary funds for the \$1,400,000 required for the remainder of the contract term from Fire Prevention fees collected related to the instillation and inspection of ERRCS. The 2023 Los Angeles County Fire Code Title 32 currently contains fees for plan reviews and inspections which allow the Contract to remain cost neutral.

The proposed Contract includes a Cost-of-Living-Adjustment (COLA) capped at five percent, or the general salary movement granted to County employees as determined by the Chief Executive Office (CEO), whichever is less. Should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

There is no impact to net County cost.

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

All reviews and inspections completed by Comsec will comply with District regulations, Los Angeles County Fire Code Title 32, and applicable National Fire Protection Association codes. Comsec agrees to maintain compliance with all Board and CEO requirements throughout the term of the contract. The enclosed Contract provides that the District has no obligation to pay for expenditures incurred by the selected vendor beyond the contract pricing mechanisms. Comsec is not guaranteed a minimum amount of work, as the services are as needed and intermittent. Additionally, Comsec will not be asked to perform services that exceed the approved scope of work or contract term.

### **ENVIRONMENTAL DOCUMENTATION**

This Contract will not have a significant effect on the environment; and therefore, is exempt from CEQA, pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

### **CONTRACTING PROCESS**

On January 30, 2024, the District released a Request for Proposals (RFP) solicitation. In addition to posting the announcement on the County's WebVen portal and the District's contracting website, the District also advertised the solicitation in the Los Angeles Times.

On February 29, 2024, the District received one qualified proposal from Comsec. The proposal was forwarded to an evaluation committee for review and scoring. The committee's evaluation was based on criteria specified in the RFP, which included price, qualifications, experience, references, approach, and quality control. Upon completion of the evaluation and based on an informed averaging scoring process, it was determined that Comsec possessed the qualifications, experience, and knowledge to provide quality services for the District.

The CEO's Risk Management Branch reviewed the contracts prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The



District has reviewed the Contractor Alert Reporting Database to assess past performances, negative experiences, and complaints with other agencies and have found that there are currently no negative findings or complaints against Comsec that would prevent them from contracting with the District. The contract has been signed by Comsec and County Counsel.

The Living Wage Ordinance provisions do not apply to this Contract, as it is exempt from Proposition A, as the services cannot be performed adequately or competently or satisfactorily by civil service employees, and it is impossible to recruit such personnel to perform such services for the period of time such services are needed by the District.

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

The District's Fire Prevention Division is currently performing plan reviews and inspections of ERRCS. These systems require extensive radio frequency expertise and specialized equipment to do a thorough and complete review and inspection. The District does not possess this specific knowledge and required equipment thereby necessitating the need to contract with Comsec for these services.

### **CONCLUSION**

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

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Marissa Martin Jensen, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.MartinJensen@fire.lacounty.gov](mailto:Marissa.MartinJensen@fire.lacounty.gov)

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

Enclosure

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

**ENCLOSURE**



**CONTRACT**

**BY AND BETWEEN**

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

**AND**

**COMSEC ASSOCIATES INC.**

**FOR EMERGENCY RESPONDER RADIO COVERAGE SYSTEMS  
TESTING, REVIEW AND INSPECTION SERVICES**

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### STANDARD EXHIBITS

- A Statement of Work
- B Pricing Sheet
- C Intentionally Omitted
- D District's Administration
- E Contractor's Administration
- F Contractor Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law

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

**AND  
COMSEC ASSOCIATES, INC.**

**FOR**

**EMERGENCY RESPONDER RADIO COVERAGE SYSTEMS (ERRCS)  
TESTING, REVIEW AND INSPECTION SERVICES**

This Contract (“Contract”) made and entered into this **1st** day of **August**, 2024, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as “District” and COMSEC Associates, Inc., hereinafter referred to as “Contractor.” Contractor is located at 1115 La Zanja Drive, Glendale, CA 91207-1245.

**RECITALS**

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

WHEREAS, the Contractor is a private firm specializing in providing ERRCS Services; and

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

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Pricing Sheet
Exhibit C	Intentionally Omitted
Exhibit D	District's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractors Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law

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

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.1.5 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.6 **Day(s):** Calendar day(s) unless otherwise specified
- 2.1.7 **District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County
- 2.1.8 **District's Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.1.9 **District's Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.11 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.12 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.13 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### 3.0 WORK

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

### 4.0 TERM OF CONTRACT

The term of this Contract shall be five (5) years commencing on August 1, 2024, after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

## 5.0 MAXIMUM CONTRACT SUM

5.1 The amount the District shall expend from its own funds during the Contract's entire term for ERRCS Services shall not exceed in aggregate, \$1,750,000 for the entire five year contract term.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc. This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum.

The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.2 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

### 5.1.3 PAYMENT MECHANISMS

There are **six** types of payments contained in this Contract. The payment mechanisms are as follows:

1. The Contractor shall provide a fee for the review of Benchmark tests. All Benchmark test review will be a single fee regardless of how large or tall a building is.
2. The Contractor shall provide a fee for the review of ERRCS design plans. All design plan reviews will be a single fee regardless of how large or tall a building is.
3. The Contractor shall provide a base rate fee for the inspection of the Head-End and the initial 20 grid inspection area (or test area) not to exceed 25,000 square feet per 20 grid test area.
4. If the initial grid test area is greater than 25,000 square feet, the Contractor shall provide an additional fee for each 20-grid test area.

Each additional 20-grid test area shall not exceed 25,000 square feet.

5. The Contractor shall provide a fee for re-inspections of ERRC systems which do not pass the initial inspection.
6. The Contractor shall provide an Hourly Rate for consultation services. Hourly rates shall apply for any services provided within the SOW but not included in the items listed above, and as approved by the District in writing.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 Notification of 75% of Total Contract Sum**

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

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



District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Mark Tyler, District Project Manager

Email: [Mark.Tyler@fire.lacounty.gov](mailto:Mark.Tyler@fire.lacounty.gov)

2. Nick Duvally, District Project Director

Email: [Nick.Duvally@fire.lacounty.gov](mailto:Nick.Duvally@fire.lacounty.gov)

for review and approval of all invoices; and

3. [Fire-InvoiceSubmission@fire.lacounyt.gov](mailto:Fire-InvoiceSubmission@fire.lacounyt.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- Service provided and correlating Fixed Fee, i.e.: Benchmark Testing and Fee, Design Plan Review and Fee.
- Employee Name of District Employee who ordered or authorized the service.

#### **5.5.6 District Approval of Invoices**

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

#### **5.5.7 Preference Program Enterprises - Prompt Payment Program (if applicable)**

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

## **5.6 Cost of Living Adjustments (COLA's)**

The Contract (hourly, daily, monthly, etc.) amount may be increased annually in the amount of five percent (5%) annually commencing with year two (2) of the Contract. However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

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

## **6.0 ADMINISTRATION OF CONTRACT - DISTRICT**

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

## **6.1 District's Project Director**

*The role of the District's Project Director include:*

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

## **6.2 District's Project Manager**

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

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

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

## **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

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

## **7.1 Contractor's Project Manager**

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

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

## **7.2 Approval of Contractor's Staff**

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

## **7.3 Contractor's Staff Identification**

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

## **7.4 Background and Security Investigations**

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

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

**7.4.2** District, 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 District or whose background or conduct is incompatible with District facility access.

**7.4.3** These terms will also apply to subcontractors of County contractors.

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

## **7.5 Confidentiality**

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

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

8.1.4 The Amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

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

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

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

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

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

## **8.5 Complaints**

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

### **8.5.1 Complaint Procedures**

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

## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions

required thereby to be included in this Contract are hereby incorporated herein by reference.

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

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**



This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the

Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

**8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

## **8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's

minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

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

- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

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

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

### **8.15 County's Quality Assurance Plan**

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

## **8.16 Damage to District Facilities, Buildings or Grounds**

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

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

## **8.17 Employment Eligibility Verification**

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

**8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Counterparts and Electronic Signatures and Representations**

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

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its

agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

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

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

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

**8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District will have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

### **8.23 Indemnification**

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

### **8.24 General Provisions for all Insurance Coverage**

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

#### **8.24.2 Evidence of Coverage and Notice to District**

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to District not less than ten (10) days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any



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

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:  
  
*Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001*
- Contractor also must promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also must promptly notify District 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 District.

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

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the

County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.4 Cancellation of or Changes in Insurance**

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

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

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

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide District with each

subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the District and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

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

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

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

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

## 8.25 Insurance Coverage

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

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

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

## 8.26 Liquidated Damages

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

**8.26.2** If the Fire Chief, or their designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief, or their designee, deems are correctable by the Contractor over a certain time span, the Fire Chief, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$50 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work)

hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

**8.28.2** Contractor certifies to the District each of the following:

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

**8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

**8.28.7** If the District finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

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

## **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.36 Public Records Act**

- 8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 Publicity**

- 8.37.1** The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor must develop all publicity material in a professional manner; and
  - During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director.
- 8.37.2** The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

## **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the



requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

**8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and

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

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

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

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

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

**8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

#### **8.42 Termination for Convenience**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

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

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

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

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.4** If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

**8.44.1** The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with

respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the District will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

#### **8.45 Termination for Insolvency**

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

**8.45.2** The rights and remedies of the District provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds

were appropriated. The District will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

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

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

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

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

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

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

### **8.53 Time Off for Voting**

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

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

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

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

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

### **8.55 Intentionally Omitted**

### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

### **8.57 Compliance with the County Policy of Equity**

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

## **8.58 Prohibition from Participation in Future Solicitation(s)**

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

## **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

# **9.0 UNIQUE TERMS AND CONDITIONS**

## **9.1 Local Small Business Enterprise (LSBE) Preference Program *(if applicable)***

**9.1.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

**9.1.2** The Contractor will 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 LSBE.

**9.1.3** The Contractor will 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 LSBE.

**9.1.4** If the Contractor has obtained certification as a LSBE 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, will:

- 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;
- 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



- 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 will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## **9.2 Social Enterprise (SE) Preference Program (if applicable)**

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

**9.2.2** Contractor must 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 SE.

**9.2.3** Contractor must 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 SE.

**9.2.4** If Contractor has obtained County certification as a SE 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, Contractor will:

- 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 will 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program (if applicable)**

**9.3.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

**9.3.2** Contractor must 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 DVBE.

**9.3.3** Contractor must 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 DVBE.

**9.3.4** If Contractor has obtained certification as a DVBE 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, Contractor will:

- 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

### **9.4 Compliance with County's Women in Technology Hiring Initiative**

This Paragraph is only required in contracts for services with IT contractors.

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program

participants, if feasible. Contractors must report such programs available to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov).

#### **9.5 Mandatory Requirement to Register on County's WebVen**

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of August, 2024.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/10/2024	
<b>BOARD MEETING DATE</b>	7/23/2024	
<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>	Sheriff	
<b>SUBJECT</b>	Amendment #1 for School Supplemental Law Enforcement Services Agreement for Special Events	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Sheriff provides these services within the jurisdiction.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Agreement expires June 30, 2024.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$487,780 (estimate)	School Districts pay for as-needed services
	TERMS (if applicable): July 1, 2024 – June 30, 2025	
	Explanation: One year extension option.	
<b>PURPOSE OF REQUEST</b>	Approval of Amendment #1 for School Supplemental Law Enforcement Services Agreement for Special Events.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Department provides staffing services for school district special events such as sports events, dances, and graduations. These services are provided on an as-needed basis.	
<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: County's Strategic Plans: North Star 2: Foster Vibrant and Resilient Communities, Focus Area Goal – C. Public Safety. North Star 3: Realize tomorrow's Government today, Focus Area Goal – A. Communication and Public Access: Provide increased transparency and accessibility to government services and communication.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rudy Sanchez, Sergeant, 213-229-1634, <a href="mailto:rpsanche@lasd.org">rpsanche@lasd.org</a> .	

July 23, 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 OF AMENDMENT NUMBER ONE  
TO SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES  
AGREEMENT FOR SPECIAL EVENTS  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks approval of Amendment Number One (Amendment) to the School Supplemental Law Enforcement Services Agreement for Special Events (School Agreement) by and between the County of Los Angeles (County) and various school districts for the continued provision of supplemental law enforcement services on school campuses for an additional period of 12-months from July 1, 2024, through June 30, 2025.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached boilerplate Amendment to the School Agreement, which extends the term of the School Agreement for a one-year extension option from July 1, 2024, through June 30, 2025.
2. Delegate authority to the Sheriff or his designee to execute Amendments to the School Agreements, substantially similar to the attached boilerplate Amendment, with the various school districts to extend the term of the School Agreements for a 12-month extension option from July 1, 2024, through June 30, 2025.

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

The purpose of the recommended action is to approve the boilerplate Amendment to the School Agreement and delegate authority to the Sheriff or his designee to execute Amendments with various school districts to extend the term of the School Agreements for a 12-month extension option from July 1, 2024, through June 30, 2025. On June 28, 2022, your Board approved the School Agreements for an initial term of two years with a 12-month extension option, subject to prior approval by the Board. The School Agreements expire on June 30, 2024.

The Department provides school supplemental law enforcement services in the form of security presence on school campuses for extra-curricular activities such as sports events, dances, graduations and so on. There are currently 29 school districts within the County that utilize special event services on an as-needed basis.

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

The Amendment is consistent with the County's Strategic Plans, North Star 2: Foster Vibrant and Resilient Communities, Focus Area Goal – C. Public Safety: Enhance the safety of the public and our community by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime, and supports law enforcement accountability and transparency; and North Star 3: Realize tomorrow's Government today, Focus Area Goal – A. Communication and Public Access: Provide increased transparency and accessibility to government services and communication, including information that is easy to understand and available in multiple languages and formats. This Amendment enables the Department to provide necessary resources to maintain public safety on school campuses by providing traffic/crowd control during extra-curricular school events such as sports events, dances, and graduations. Deputies assist the school administration with maintaining a safe campus environment and provide public safety.

### **FISCAL IMPACT/FINANCING**

Under the terms of the Agreement, the school districts pay the Department for supplemental law enforcement services at the prevailing annual billing rates determined by the County Auditor-Controller, pursuant to the policies adopted by your Board.

Fiscal Year (FY) 2022-23 aggregate revenue for the School Supplemental Special Events was \$400,968. FY 24-25 revenues will be collected from the school districts in the form of monthly payments as services are provided. There is no net County cost

The Honorable Board of Supervisors  
July 23, 2024  
Page 3

impact to the Department, as the school districts will be reimbursing the Department for the requested service and related costs.

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

The school districts currently contracting with the County desire to continue their participation in the School Agreements.

The Amendments will extend the term of the School Agreements for a period of 12-months from July 1, 2024, through June 30, 2025, unless sooner terminated or extended. Either party may terminate a School Agreement with or without cause with ten days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the County Auditor-Controller.

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

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

This request is an option term extension of existing School Agreements and will have no impact on current unincorporated area services.

### **CONCLUSION**

Upon approval by your Board, please provide two certified copies of the Board-adopted letter to the Department's Contract Law Enforcement Bureau, Captain Andrew B. Cruz.

Sincerely,

ROBERT G. LUNA  
SHERIFF



**AMENDMENT NUMBER ONE  
TO  
SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SPECIAL EVENTS  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

This Amendment Number One to School Supplemental Law Enforcement Services Agreement for Special Events ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Los Angeles ("County") and CONTRACTING SCHOOL ("School"), effective upon execution by both parties.

**RECITALS**

- (a) Whereas, on July 1, 2022, the County and the School entered into the Agreement for the provision of school supplemental law enforcements services by the Los Angeles County Sheriff's Department for Special Event services; and
- (b) Whereas, the Agreement has a term from July 1, 2022 through June 30, 2024 with one (1) additional 12-month extension option, subject to prior approval by the County Board of Supervisors; and
- (c) Whereas, the Agreement expires on June 30, 2024; and
- (d) Whereas, the County and the School agree to extend the term of the Agreement for the one (1) 12-month extension option from July 1, 2024 through June 30, 2025.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

- 1. Section 6.0, Term of Agreement, of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for a one (1) additional 12-month extension option from July 1, 2024 through June 30, 2025:

**6.0 TERM OF AGREEMENT**

- 6.1 The term of this Agreement shall commence July 1, 2022 and shall remain in effect through June 30, 2025, unless sooner terminated or extended in whole or in part as provided for herein.

2. Except as expressly provided in this Amendment Number One, all other terms, covenants, and conditions of the Agreement will remain the same and in full force and effect.
3. The School represents and warrants the person executing this Amendment Number One for the School is an authorized agent who has actual authority to bind the School to each and every term, condition, and obligation of this Amendment Number One and that all requirements of the School have been fulfilled to provide such authority.

DRAFT

**AMENDMENT NUMBER ONE  
TO  
SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SPECIAL EVENTS  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Amendment to be executed by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its authorized representative, on the dates written below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Robert G. Luna, Sheriff

Date \_\_\_\_\_

**CONTRACTING SCHOOL**

By \_\_\_\_\_  
Authorized designee name and title

Date \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/10/2024	
<b>BOARD MEETING DATE</b>	7/23/2024	
<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 Sheriff's Department	
<b>SUBJECT</b>	Amendment for School Law Enforcement Services Agreement for School Resource Deputy Program	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Sheriff provides these services within the jurisdiction.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Agreement expires June 30, 2024.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$ 8,989,499	School Districts pay for the services.
	TERMS (if applicable): July 1, 2024 – June 30, 2025	
	Explanation: 12-month extension option.	
<b>PURPOSE OF REQUEST</b>	Approval of Amendment for School Law Enforcement Services Agreement for School Resource Deputy Program.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Department's School Resource Deputy Program has provided dedicated enforcement services to various schools within the County.	
<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 type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Mina Cho, Sergeant, 213-229-1647, <a href="mailto:mcho@lasd.org">mcho@lasd.org</a> , Rudy Sanchez, Sergeant, 213-229-1647, <a href="mailto:rpsanche@lasd.org">rpsanche@lasd.org</a> , and Erick Martinez, Lieutenant, 213-229-1647, <a href="mailto:e2martin@lasd.org">e2martin@lasd.org</a>	

July 23, 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 OF AMENDMENT NUMBER ONE  
TO SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks approval of Amendment Number One (Amendment) to the School Law Enforcement Services Agreement for School Resource Deputy Program (School Agreement) by and between the County of Los Angeles (County) and various school districts for the continued provision of law enforcement services on school campuses for a period of 12-months from July 1, 2024, through June 30, 2025.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached boilerplate Amendment to the School Agreement, which extends the term of the School Agreement for a 12-month extension option from July 1, 2024, through June 30, 2025.
2. Delegate authority to the Sheriff or his designee to execute Amendments to the School Agreements, substantially similar to the attached boilerplate Amendment, with the various school districts to extend the term of the School Agreements for a 12-month extension option from July 1, 2024, through June 30, 2025.

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

The purpose of the recommended action is to approve the boilerplate Amendment to the School Agreement and delegate authority to the Sheriff or his designee to execute Amendments with various school districts to extend the term of the School Agreements for a 12-month extension option from July 1, 2024, through June 30, 2025. On June 28, 2022, your Board approved the School Agreements for an initial term of two years with a 12-month extension option, subject to prior approval by the Board. The School Agreements expire on June 30, 2024.

The Department's School Resource Deputy Program has provided dedicated law enforcement services to various schools within the County for approximately 25 years. Fifteen school districts currently participate in the School Resource Deputy Program. The current School Resource Deputy Program includes 1 sergeant, 1 bonus deputy, and 39 deputy sheriffs from 11 different patrol stations.

A Statement of Work (SOW) has been attached to this Amendment to delineate the responsibilities of the School Resource Deputy. The SOW was created in collaboration with the Office of Inspector General (OIG) and based off recommendations the OIG provided to the Department.

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

The Amendment is consistent with the County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency. This Amendment enables deputies to provide necessary resources to handle problems unique to school campuses.

Deputies assist the schools with the implementation of programs designed to help prevent school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department, and school administrators on a regular basis to prepare for numbers of possible disasters including natural disasters, campus violence and terrorism.

### **FISCAL IMPACT/FINANCING**

Under the terms of the Agreement, the school districts pay the Department for law enforcement services at the prevailing annual billing rates determined by the County Auditor-Controller, pursuant to the policies adopted by your Board.

The Honorable Board of Supervisors  
July 23, 2024  
Page 3

Fiscal Year (FY) 2023-24 aggregate estimates for the School Resource Deputy Program are \$8,989,499. These revenues will be collected from the school districts in the form of monthly payments that are equivalent to one-twelfth of the annual contract sum.

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

The school districts currently contracting with the County desire to continue their participation in the School Agreements.

The Amendment will extend the term of the School Agreements for a period of 12-months from July 1, 2024, through June 30, 2025, unless sooner terminated or extended. Either party may terminate a School Agreement with or without cause with ten days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the County Auditor-Controller.

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

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

This request is an option term extension of existing School Agreements and will have no impact on current unincorporated area services.

### **CONCLUSION**

Upon approval by your Board, please provide two certified copies of the Board-adopted letter to the Department's Contract Law Enforcement Bureau, Captain Andrew Cruz.

Sincerely,

ROBERT G. LUNA  
SHERIFF

**AMENDMENT NUMBER ONE  
TO  
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

This Amendment Number One to School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Los Angeles ("County") and CONTRACTING SCHOOL ("School"), effective upon execution by both parties.

**RECITALS**

- (a) Whereas, on \_\_\_\_\_, the County and the School entered into the Agreement for the provision of school law enforcements services by the Los Angeles County Sheriff's Department for School Resource Deputy Program services; and
- (b) Whereas, the Agreement has a term from July 1, 2022, through June 30, 2024, with one additional 12-month period extension option, subject to prior approval by the County Board of Supervisors; and
- (c) Whereas, the Agreement expires on June 30, 2024; and
- (d) Whereas, the County and the School agree to extend the term of the Agreement for a 12-month period extension option from July 1, 2024, through June 30, 2025 and to add Exhibit B, Statement of Work, to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

- 1. Section 1.1 of the Agreement is deleted in its entirety and replaced as follows to add Exhibit B, Statement of Work, to delineate the responsibilities of the School Resource Deputies:
  - 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide law enforcement services for the School to the extent and in the manner set forth in this Agreement, including Exhibit B, Statement of Work.
- 2. Section 6.0, Term of Agreement, of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for a 12-month period extension from July 1, 2024, through June 30, 2025:



## **6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2024, or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2025, unless sooner terminated or extended in whole or in part as provided for herein.

3. Exhibit B, Statement of Work, attached hereto, is added to the Agreement to delineate the responsibilities of the School Resource Deputies.
4. Except as expressly provided in this Agreement, all other terms, covenants, and conditions of the Agreement will remain the same and in full force and effect.
5. The School represents and warrants the person executing this Agreement for the School is an authorized agent who has actual authority to bind the School to each and every term, condition, and obligation of this Agreement and that all requirements of the School have been fulfilled to provide such authority.

DRAFT

**AMENDMENT NUMBER ONE  
TO  
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Amendment to be executed by the Sheriff of Los Angeles County, and the School has caused this Amendment to be executed on its behalf by its authorized representative, on the dates written below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Robert G. Luna, Sheriff

Date \_\_\_\_\_

**CONTRACTING SCHOOL**

By \_\_\_\_\_  
Authorized designee name and title

Date \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

## **EXHIBIT B STATEMENT OF WORK**

### **1. SCOPE OF WORK**

- 1.1 The School Resource Deputy (SRD) principal responsibilities are the following:

#### **Safety and Security**

**Ensure Safety:** Maintain a safe and secure environment on school premises. This includes monitoring school grounds, surrounding areas, and responding promptly to any incidents of potential criminal conduct or emergencies.

**Crisis Management:** Respond to and handle crisis situations, such as lockdowns, threats, or other law-enforcement related emergencies.

**Work with School Staff:** Collaborate with school administrators, teachers, and counselors to be an active part of the school community. The SRD shall collaborate with the school administrators in maintaining a school safety plan.

#### **Law Enforcement Duties**

**Foster Positive Relationships:** Build trust and positive relationships with students, faculty, and parents. SRD shall be approachable and accessible to address their concerns and work toward establishing a positive learning environment.

**Trespass Prevention:** Deter trespassers and unauthorized individuals from entering school property.

**Enforce the Law:** Detain or arrest students who violate the law within the school premises. This includes laws encompassed by the California Penal Code, Vehicle Code, Health & Safety Code and Welfare & Institutions Code.

#### **Law-Related Resources**

**Community Outreach:** Provide law related educational information to students, faculty, and parents. Topics can include but not limited to information about the law, personal rights, free community programs, health awareness and youth & child safety.

- 1.2 The SRD shall follow all federal/state laws and regulations, the Department's Manual of Policy and Procedures (MPP), which includes the SRD Manual, and the Statement of Work (SOW).
- 1.3 The SRD shall not be present to enforce school rules or administrative discipline on students. The SRD shall only take law enforcement action when criminal conduct is involved.
- 1.4 The SRD is prohibited from participating in school-based discipline, including detentions, suspensions, expulsions, or truancy unless the truancy is for off-campus conduct (i.e., students off school grounds during school hours).
- 1.5 SRD response to school staff calls for service relating to student conduct shall only be for suspected criminal conduct.
- 1.6 SRDs are prohibited from handcuffing a student or restraining a student with Flex cuffs on a school campus unless necessary to address a violent situation. Flex cuffs may only be used in emergency detentions or arrests such as a civil disturbance or any other emergency situation where large numbers of detentions or arrests are anticipated.
  - MPP 3-01/110.20 - Restraining Persons
  - MPP 3-01/110.23 - Handcuffing Prisoners
  - MPP 3-01/110.24 - Use of Flex-Cuffs
- 1.7 The SRD shall adhere to Department policy as it relates to juvenile detention, transportation, booking, and release.
  - MPP 5-02/100.00 – Detention
- 1.8 SRDs are prohibited from utilizing software to monitor student online behavior without reasonable suspicion that a student is involved in criminal activity. The SRD may be required to work with the Department crime analysts and/or detectives to follow up on suspected online criminal behavior/activity when specific, articulable, and credible facts demonstrate a public safety concern justifying the monitoring. All Department members shall be held accountable for any on-duty or off-duty conduct which has a tendency to adversely affect, lower, or destroy public respect and confidence in the Department, or its members.

- MPP 3-01/000.10 – Professional Conduct

1.9 The SRD taking a juvenile into custody shall notify a parent, guardian, or person having custody of the child without unnecessary delay. The SRD shall inform them the minor is in custody and the location where the minor is being held. When notification is not possible, the reason shall be stated in the Incident Report (627[b] and 308(a) WIC).

- MPP 5-02/040.15 - Notification of Parents and Telephone Calls.

1.10 Arrests should occur in private, away from other students. The SRD should avoid making a custodial arrest in the counselor's or psychologist's office.

1.11 SRDs are prohibited from removing a student from campus without a warrant or court order unless the student presents a real and immediate threat to students, school staff, SRDs, other persons, and/or are arrested for a charge which requires booking at a sheriff station.

1.12 The SRD shall comply with Welfare & Institutions Code section 625.6 which states: Prior to a custodial interrogation, and before the waiver of any Miranda rights, a youth 17 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived. This does not apply to the admissibility of statements of a youth 17 years of age or younger if both of the following criteria are met: The officer who questioned the youth reasonably believed the information the officer sought was necessary to protect life or property from an imminent threat and officer's questions were limited to those questions that were reasonably necessary to obtain that information.

1.13 All interviews should occur in a private location away from other students.

1.14 The SRD shall create a log entry via CAD/MDC when a student is contacted for the purpose of conducting an investigation, based on reasonable suspicion, to determine whether the student is committing, is about to commit, or has committed a crime. The log entry must articulate the factual reason for the contact and summarize the outcome of the contact. If the SRD suspects circumstances indicate a possible crime may have occurred that warrants follow-up investigation, a report shall be completed for the purpose of documenting the circumstances. A report shall also be completed if it is determined a crime occurred to document the crime and possible arrest of the student. In the event an SRD has reasonable suspicion supported by articulable facts in which a criminal act

is about to occur, the SRD may contact the concerned students to prevent the crime from occurring. All CAD/MDC entries and all written reports must be maintained on file at the SRD's assigned station and provided to school administration upon request, when applicable.

## **2. LASD RESPONSIBILITIES**

- 2.1 When possible, all SRDs shall attend the 32-hours of LASD's Mental Health Team and the 40-hour Sheriff's Department's School Resource Deputy training prior to being assigned as an SRD. Topics must include, but are not limited to, Ethics, Adolescent Mental Health, Juvenile Law, Community Youth Program School Safety & Emergency Operations, Diversion and Respond, Observe, Assess, React (ROAR), and Understanding the Adolescent Brain.
- 2.2 LASD shall ensure all SRDs adhere to the Use of Force policy. SRDs are authorized to use only that amount of force consistent with Department policy and objectively reasonable to perform their duties. "Objectively reasonable" means Department members shall evaluate each situation requiring the use of force considering the known circumstances, including, but not limited to, the severity of the crime at issue, whether the suspect poses an immediate threat to the safety of the member or others, and whether the suspect is actively resisting, in determining the necessity for force and the appropriate level of force. Refer to attached LASD Force Policy, Section 3-10/038.00 – Reportable Use of Force and Force Categories.
  - MPP 3-10/020.00 - Use of Force
- 2.3 LASD shall ensure all SRDs adhere to the department policy as it relates to Compressional and Positional Asphyxia (chokeholds and carotid restraint).
  - MPP 3-10/080.00 – Preventing Compressional and Positional Asphyxia
- 2.4 LASD shall ensure all SRDs provide equal protection of the law without bias based on actual or perceived race, color, ethnicity, national origin, religion, gender, gender identity, disability, sexual orientation, or age, in accordance with the rights secured or protected by the Constitution or laws of the United States.
  - MPP 3-01/000.05 - Bias - Free Policing

- 2.5 LASD shall ensure all SRDs, while on duty, are prohibited from exhibiting any tattoo, branding, or other form of body art which may be seen by another person.
- MPP 3-01/050.80 - Grooming and Dress Standards
- 2.6 LASD shall ensure all SRDs, while on duty, adhere to Department policy on political activity, which prohibits engaging in any political activity whatsoever during working hours or on County premises including, but not limited to, the display of political posters, stickers, signs, or similar materials.
- MPP Section 3-01/070.05 – Political Activity
- 2.7 LASD shall ensure all SRDs not participate or join in any group of Department employees which promotes conduct that violates the rights of other employees or members of the public.
- Participation in these illicit groups, herein referred to as “deputy cliques” or “subgroups” which often include an associated symbol and/or tattoo, harms morale and erodes public trust. These groups undermine the Department’s goals and can create a negative public perception of the Department, increasing the risk of civil liability to the Department and involved personnel.
- MPP 3-01/050.83 - Employee Groups which Violate Rights of Other Employees or Members of the Public
- 2.8 LASD must report annually to the Board of Supervisors disaggregated data on student interactions with SRDs to evaluate the reasonableness of such interactions and ensure compliance with the prohibition against discrimination. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or district regarding student misconduct, or other actions taken by SRDs with respect to individual students or others on campus.
- 2.9 LASD must publish CAD/MDC system statistics on all SRD contacts with students. LASD must also track and publish data on SRD contacts resulting in uses of force on students and the level of force used.
- 2.10 LASD will have a well-publicized formal complaint process open to pupils, families, and community members to report incidents of possible peace officer misconduct at schools or during interactions with pupils.

- 2.11 LASD will maintain an electronic database of all complaints.
- 2.12 LASD shall work on providing an SRD Manual to be completed by September 30, 2024, and pending the approval of the Office of the Inspector General.

DRAFT



# Probation Oversight Commission Report to Public Safety Cluster

**Presented By:**  
**Wendelyn Julien, Executive Director**  
**July 10, 2024**

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

### **POC Updates:**

- The [POC's public-facing data dashboard](#) has launched, sharing data on youth in the juvenile detention facilities and OC spray use.
- The POC approved the final [Dorothy Kirby Center Inspection Report](#). Campus Kilpatrick and Los Padrinos inspections are complete and reports are being drafted.
- The POC is soliciting community feedback on the Draft Ordinance Change (attached here) and [process](#) allowing the POC to receive, refer, and track complaints about LA County Sheriff School Resource Deputies.

### **Recent POC Meetings:**

#### **May 9, 2024**

- Overview on the Probation Department's Adult Field Supervision Operations including its Coordinated Optimal Rehabilitative Efforts (CORE), adults served, and the caseloads for the adult populations.
- Report from the Probation Department on deployments to the juvenile halls and the impact on caseloads on the field.
- [POC's public-facing data dashboard](#) launch.

#### **May 22, 2024**

- Virtual Town Hall Meeting on Reforming the Intake and Detention Process including [related court findings](#).

#### **June 13, 2024**

- Update on progress with maintaining compliance with BSCC Title 15 and Title 24 standards at BJN SYTF and LPJH.
- Presentation of the Dorothy Kirby Center (DKC) inspection findings.
- [Report on Concurrence](#) between Probation Detention Recommendations and Court Decision.
- Presentation about Probation's Community Courts program

#### **June 27, 2024**

- Special meeting with the Sheriff Civilian Oversight Commission (COC) on School Resource Deputies and the Los Angeles County Sheriff's Department's

### **Upcoming Meetings:**

#### **July 11, 2024**

- Report from Chief Viera Rosa on the Global Plan and Probation updates
- Report on Probation's compliance with the Prison Rape Elimination Act (PREA).
- Ad hoc committee updates on Probation's relationships with community-based organizations (CBOs) and the policy for filing new charges against youth in custody.
- Presentation on Substance Use Programming findings



## JUNE 13, 2024 POC MEETING ATTENDANCE REPORT

### ATTENDANCE

YouTube Live: 381

WebEx: 92

In Person: 52

**Total Attendance: 525**

### NOTABLE ATTENDEES

**Los Angeles Times**

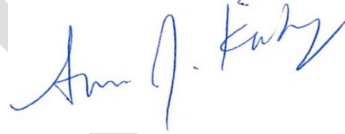


# **ORDINANCE**

## ANALYSIS

This ordinance amends Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Probation Oversight Commission ("Commission") by amending Chapter 3.80 to authorize the Commission to receive and refer to Los Angeles County Sheriff's Department ("LASD") complaints related to school law enforcement services provided by the LASD, including services provided by School Resource Deputies, and report on concerns and trends related to the complaints.

DAWYN R. HARRISON  
County Counsel



By  
AMARA KIRBY  
Deputy County Counsel  
Board Liaison Division

AK:jm

Requested: 3/5/2024  
Revised: 6/26/2024

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Probation Oversight Commission ("Commission") to authorize the Commission to receive and refer to the Los Angeles County Sheriff's Department ("LASD"), complaints related to school law enforcement services provided by LASD, including services provided by School Resource Deputies, and report on concerns and trends related to those complaints.

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

**SECTION 1.** Section 3.80.020 is hereby amended to read as follows:

**3.80.020 Purpose.**

The purpose of the Commission is to advise the Board of Supervisors and the Chief Probation Officer and oversee and monitor the Probation Department ("Probation Department" or "Department") to address matters that affect the well-being of youth and adults under the Department's supervision and Department staff. The purpose of the Commission is to also advise the Board of Supervisors and the Sheriff relating to law enforcement services provided for a school within Los Angeles County ("County"). The Commission will evaluate and support key reform efforts, promote transparency and accountability, and maintain public trust in the Department by advising on policies and operations, conducting inspections and investigations, and establishing meaningful opportunities for community engagement. Commission staff may also act as the liaison between the Los Angeles County Sheriff's Department ("LASD") and the community for the purpose of receiving and referring complaints relating to law enforcement services provided by LASD, including, but not limited to, services provided by School Resource

Deputies ("SRDs") and any other LASD personnel performing law enforcement functions for a school within the County. When acting as the liaison between LASD and the community, the Commission shall not obstruct the investigative function of the Sheriff.

**SECTION 2.** Section 3.80.030 is hereby amended to read as follows:

**3.80.030 Definitions.**

As used in this section, the following definitions apply:

- A. Audit: A formal process following professional guidelines to answer specific questions regarding specific operations.
- B. Complaint: Any statement of concern about the Probation Department, an employee of the Probation Department, any law enforcement service for a school provided by LASD, including, but not limited to, services by SRDs and any other LASD personnel performing law enforcement functions for a school within the County, or any other entity or service provider regarding the subject matter of this ordinance by members of the public, probationers (including those received from juvenile halls or camps currently referred to as 'grievances'), probationers' families, and Department and LASD staff. As used in this section, a complaint does not include or satisfy the requirements of a California Tort Claims Act (Gov. Code, sections 810-996.6) complaint, complaints filed with the Los Angeles County Equity Oversight Panel, formal labor complaints or grievances filed on behalf of or by represented employees, or any other ~~matter~~ complaint that is governed by ~~employment and labor laws.~~
- C. Grievance: As used herein, Grievance shall have the same meaning as Complaint.

D. Investigation: A gathering of information conducted on behalf of the Commission through the Office of Inspector General ("OIG") and targeted at producing actionable information regarding the Probation Department or LASD, an employee of the Probation Department or LASD, or any other entity or service provider regarding the subject matter of this ordinance. Investigations shall be conducted in compliance with County Code Section 6.44.190.

E. Monitoring: A gathering of information regarding facilities and operations, including by direct observation, discussions with staff and the public, and review of records, in order to identify problem areas or to ensure compliance with existing laws, policies, and other obligations.

F. Probationer: A youth or adult who is subject to Probation Department supervision including, but not limited to, those who are held in custody pending trial or adjudication, are under informal supervision by agreement or otherwise, are on post-release community supervision, or are on formal supervision with conditions imposed by a criminal or juvenile court.

**SECTION 3.** Section 3.80.040 is hereby amended to read as follows:

**3.80.040 Authority.**

Pursuant to Welfare and Institutions Code section 240, and in compliance with all laws and confidentiality protections, the Commission shall serve in an advisory capacity to the Board of Supervisors and the Chief Probation Officer. In addition, the Commission shall serve in an advisory capacity to the Board of Supervisors and the Sheriff relating to law enforcement services provided for a school within the County. The Commission shall support the Board of Supervisors, ~~and~~ the Chief Probation



Officer, and the Sheriff, but will not direct the activities of County employees or impose discipline. A majority vote of the Commission is required to take any action under this ordinance. The Commission shall support has the authority, on its own or at the request of the Board of Supervisors, and the Chief Probation Officer but will not direct the activities of County employees or impose discipline. A majority vote of the Commission is required to take any action under this ordinance. The Commission shall have the authority, on its own at the request of the Board of Supervisors or the Chief Probation Officer, or the Sheriff, with respect to school law enforcement services only, to:

A. Advise.

1.      Advise the Board of Supervisors and the Chief Probation Officer regarding the Probation Department's operations, policies, and the expenditure of funds allocated to the Department; the Department's progress in implementing Board of Supervisors priorities; and other issues deemed material by a majority of the Commission. This includes the authority to review and analyze all necessary information, as permitted by law, solicit appropriate input, and make recommendations to the Board of Supervisors and the Chief Probation Officer on the Probation Department's operational policies, procedures, and practices that affect adult and juvenile probationers and, when appropriate, request a response from the Probation Department on such matters.

2.      Advise the Board of Supervisors and the Sheriff regarding law enforcement services provided for schools within the County.

B. Inspect. As permitted by law, and subject to contractual limitations, conduct unannounced inspections of any facility, and its non-confidential records, where any juvenile probationer can be held or where probationers receive services.

1. Facilities subject to inspection include the following:

(a) Juvenile halls, camps, and juvenile courthouse lockups;

(b) Community placements;

(c) Any County field office or Reporting Center where probationers are required to report and/or receive services;

(d) Any third-party service provider contracted by the County where probationers receive services, and/or are housed for any period of time; and

(e) Any third-party service provider where a Los Angeles County Superior or juvenile court has ordered a probationer to be housed to receive services as a condition of probation.

2. Detention facilities, including jails, operated by or within the jurisdiction of the County, that house adult probationers shall be referred to the Sheriff's Civilian Oversight Commission.

C. Address Complaints. Staff of the Commission may develop procedures and guidelines~~Subject to review and approval by the Board of Supervisors, propose for~~ an independent process for receiving and ~~addressing~~ referring complaints- to the Probation Department, LASD, and school districts, as appropriate:

1. Complaints concerning Probation employees and any matters affecting the well-being of youth and adults under the Department's supervision; and

2. Complaints relating to school law enforcement services provided by LASD, including, but not limited to, services provided by SRDs and any other LASD personnel performing any law enforcement functions for a school or school district that contracts with LASD for law enforcement services.

D. Investigate. \_Conduct investigations through the OIG, analyze, solicit input, and make recommendations to the Board of Supervisors and the Chief Probation Officer on Probation-related issues or complaints and to the Sheriff on LASD-related issues or complaints. The Commission will direct and, consistent with County Code Section 6.44.190, evaluate any OIG investigation initiated by the Commission.

E. Access Information. \_Access Probation Department information, documents and testimony necessary to the Commission's oversight function as set forth in this ordinance. \_The Commission, in compliance with all laws and confidentiality protections, may compel production of such information by directing the OIG to issue a subpoena on the Commission's behalf when deemed necessary by a majority of the Commission. \_The requirements and procedures for access to, and review and redaction of, confidential information received by the OIG are set forth in subsection J of County Code Section 6.44.190.

F. Engage with the Community. \_Establish a community engagement process in compliance with all laws and confidentiality protections.

**SECTION 4.** Section 3.80.050 is hereby amended to read as follows:

**3.80.050 Reports.**

In its advisory capacity to the Board of Supervisors, ~~and the Chief Probation Officer, and the Sheriff,~~ and in compliance with all laws and confidentiality protections, the Commission shall prepare the following reports:

A. Inspection Reports. The Commission will prepare reports on its inspection findings. The Commission shall make such reports public after providing the Probation Department an opportunity to review and comment on such reports.

B. Reform Efforts Reports. The Commission will prepare periodic reports regarding the status of Probation Department reform efforts. The Commission shall make such reports public after providing the Probation Department an opportunity to review and comment on such reports.

C. Annual Report. The Commission shall prepare and submit to the Board of Supervisors and make available to the public an annual report of the previous fiscal year. The annual report will be prepared and submitted no later than August 1 of each year. The annual report shall contain background information about the Commission, identify the Commission members and senior staff members, detail the activities of the Commission during the previous year and provide contact information. The annual report will also detail Probation Department policies, procedures or practices, if any, that were eliminated, modified or created due to the Commission's work. Budget requests for each fiscal year must be made within the normal budget cycle followed by all County departments.

D. Complaint and Grievance Reports. The Commission shall prepare periodic reports regarding concerns and trends related to complaints received and referred under this ordinance. The Commission shall make such reports public after providing the Probation Department, or LASD in the case of reports relating to LASD school law enforcement services, an opportunity to review and comment on such reports, as applicable.

[380020AKCC]

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# Los Angeles County Sheriff's Department



Rosas, et al. v. Los Angeles County

Sheriff Robert G. Luna

Rosas Implementation Plan

Department's Compliance



# Los Angeles County Sheriff's Department



Rosas Settlement Agreement Provision 1.4 requires the Department to publicly report to the Los Angeles County Board of Supervisors bi-annually:

- Implementation Plan
- Status of Compliance
- Training on Use of Force Policy
- Use of Force Statistics and Trends
- Department Use of Force Policy Violations
- Inmate Grievances

Note:

This presentation compares data from the First Semester of 2022 and the First Semester of 2023.



# Rosas, et al. v. Sheriff Robert G. Luna



- Rosas is a federal class action lawsuit alleging a pattern of excessive use of force in the Downtown jail facilities (Men's Central Jail, Twin Towers Correctional Facility, and the Inmate Reception Center).
- The Settlement Agreement was initially approved by the Court on April 21, 2015. The Department began assessing compliance with the Settlement Agreement effective July 1, 2018, after the establishment of the revised Compliance Measures (May 2018).
- Provisions are grouped in 7 Categories:
  - Administrative, Use of Force, Training, Force Reporting and Force Investigations, Grievances, Restraint, and Early Warning System (104 Provisions with a total of 402 Compliance Measures).





# Downtown Jail Complex Rosas Provision Force Mitigation and Quality Improvement Efforts



- Weekly meetings with Division Chiefs
  - Comprehensive review of use of force incidents
- Custody Division tracks head strike incidents.
- The Custody Inmate Grievance Application (CIGA) launched in July of 2023 to help improve with tracking inmate grievances and response times to the inmate(s).
- The eForce Program, currently in development, will be a web-based portal designed to track all use of force incidents and improve the efficiency of the approval process for all assigned force investigations. It is anticipated that the program will go live in August 2024.
- *Limitations of Force policy* is in the final stages of approval, and suggestions from the DOJ and Rosas panel have been incorporated.
- The Custody Force Investigative Team (CFIT) was created in August of 2023 to expedite use of force investigations and ensure accountability. CFIT currently has eight sergeants assigned to its unit and expects to add four more sergeants at the next schedule sergeant movement (July 2024).



# Update on Jail Use of Force Training



## Custody Force Training Statistics

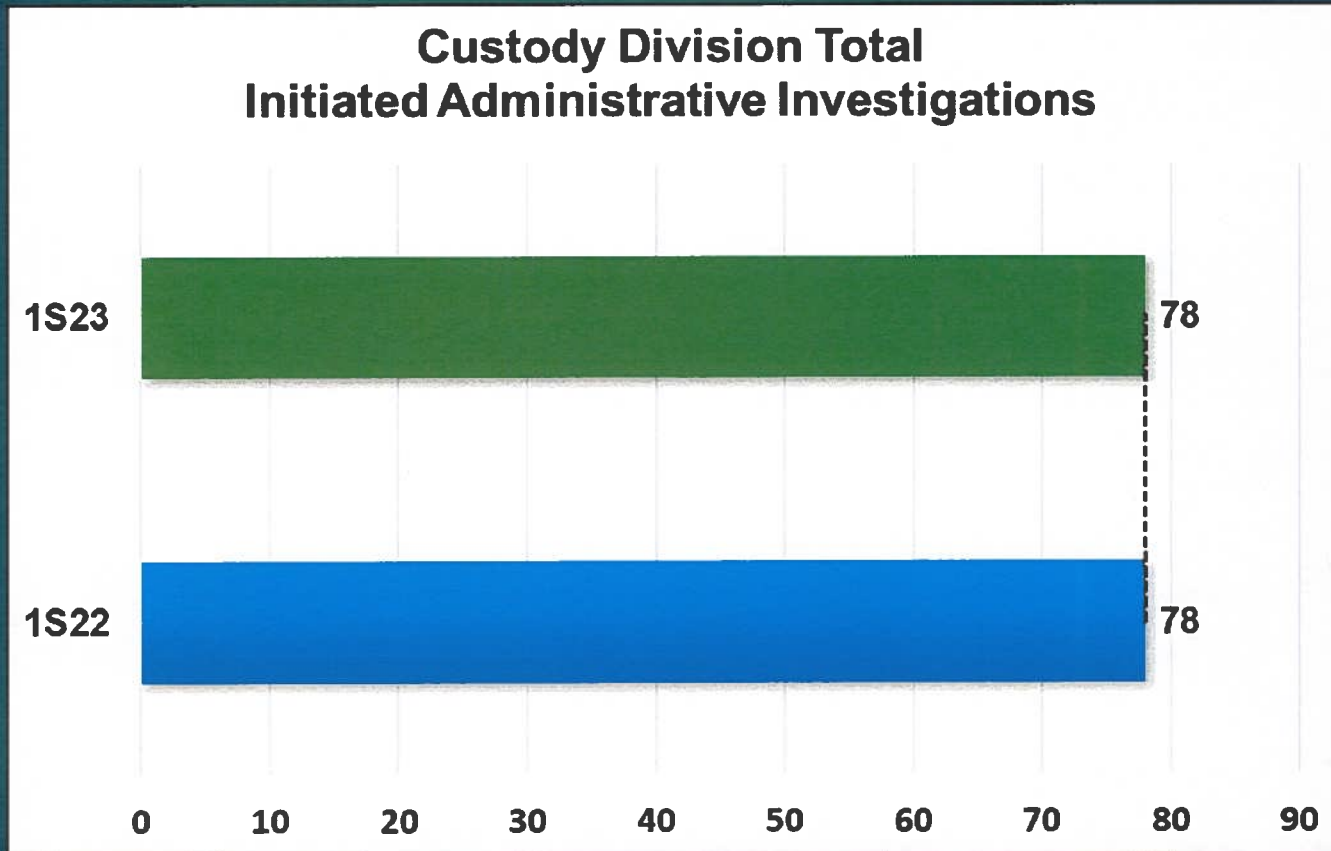
Training Course	Custody Division Personnel Trained from January 1, 2022 through June 30, 2022*	Custody Division Personnel Trained from January 1, 2023 through June 30, 2023*	Rosas Compliance for Basin Facilities in 2023**
Custody Division Force Policy	815	812	Initial Training Completed
Custody Division Force Policy Refresher	1,088	1,090	93%
Ethics Training	546	694	Initial Training Completed
Ethics Training Refresher	693	591	98%
IIMI / DeVRT Training	182	285	Initial Training Completed
IIMI / DeVRT Training Refresher	721	676	97%
Use of Force Report Writing and Documentation for Supervisors Refresher	32	15	100%

\* The data was provided by the Custody Training and Standards Bureau on 3/28/24.

\*\* Percentages are based on the Custody Compliance and Sustainability Bureau Rosas Provisions self-assessment data from the 2023 annual report.



# Update on Initiated Administrative Investigations





# Update on Administrative Investigations Violations of the Use of Force Policy



## Downtown Jail Facilities

**January 1, 2023 - June 30, 2023**

**INITIATED CASES - 10**

- 6 cases were found to be in violation of the Use of Force Policy
- 2 cases were unresolved
- 2 cases are pending

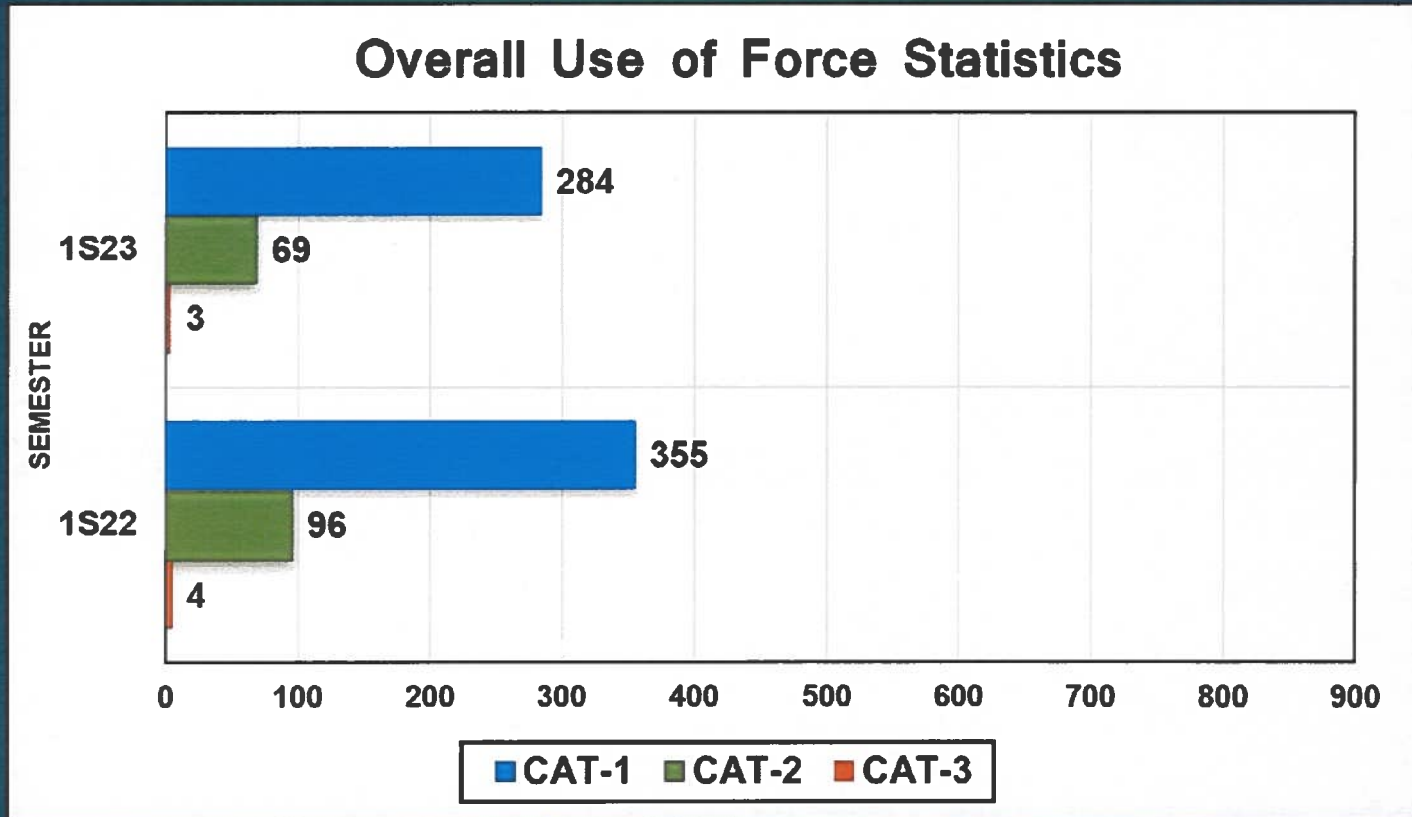
**January 1, 2022 - June 30, 2022**

**INITIATED CASES - 11**

- 11 cases were found to be in violation of the Use of Force Policy



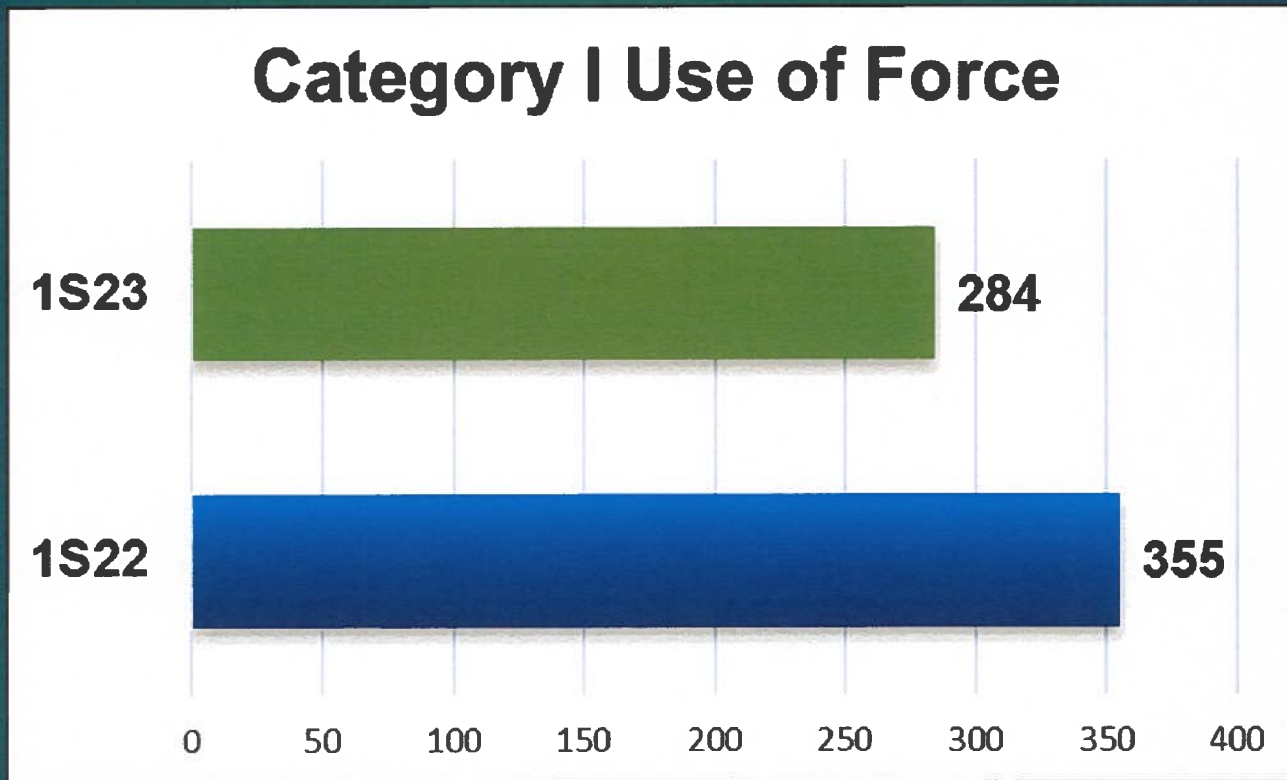
# Downtown Jail Complex Overall Use of Force Statistics



Use of Force incidents from the First Semester of 2023 indicate a 21.7% decrease compared to the First Semester of 2022.



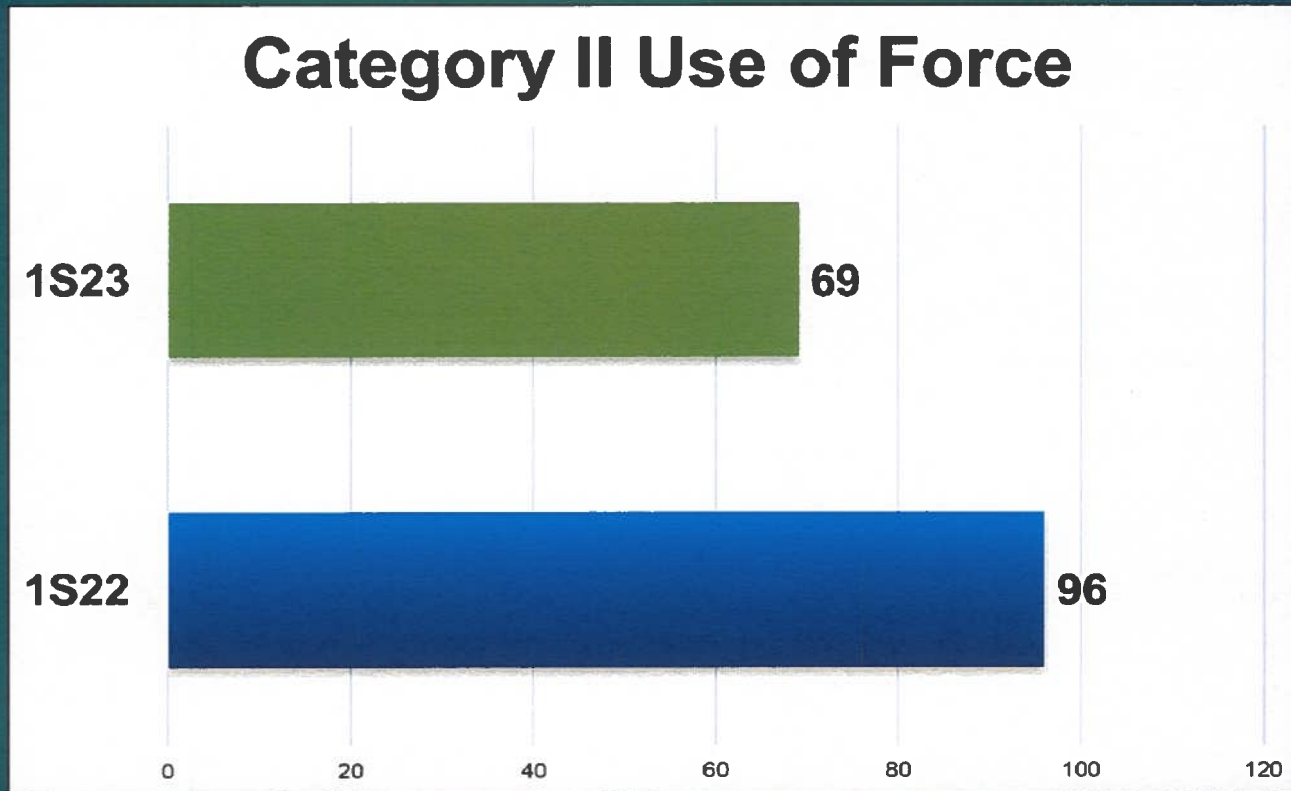
# Downtown Jail Complex Use of Force - Category 1



There was a 20% decrease of Category 1 incidents in the First Semester of 2023 compared to the First Semester of 2022.



# Downtown Jail Complex Use of Force - Category 2



There was a 28.1% decrease of Category 2 incidents in the First Semester of 2023 compared to the First Semester of 2022.



# Downtown Jail Complex Use of Force - Category 3



## 1<sup>st</sup> Semester 2022 Category 3

**MCJ: 1**

**TTCF: 2**

**IRC: 1**

## 1<sup>st</sup> Semester 2023 Category 3

**MCJ: 2**

**TTCF: 1**

**IRC: 0**

Category 3 Uses of Force are investigated by Internal Affairs Bureau.

There was a 25% decrease of Category 3 incidents in the First Semester of 2023 compared to the First Semester of 2022.





# Status of Compliance Published Reports



## Panel's Thirteenth Report

Status	Administrative	Use of Force	Training	Force Reporting / Investigations	Grievances	Restraints	Early Warning System	Total
Compliant	7	17	11	17	21	2	3	78
Non-Compliant	2	8	0	7	3	2	0	22
Pending	0	0	0	0	0	0	0	0
Non-Applicable	0	0	0	0	0	4	0	4
<b>Total</b>	<b>9</b>	<b>25</b>	<b>11</b>	<b>24</b>	<b>24</b>	<b>8</b>	<b>3</b>	<b>104</b>

The 13<sup>th</sup> Panel Report addresses a six-month assessment period from January 1, 2023, through June 30, 2023.

## Panel's Twelfth Report

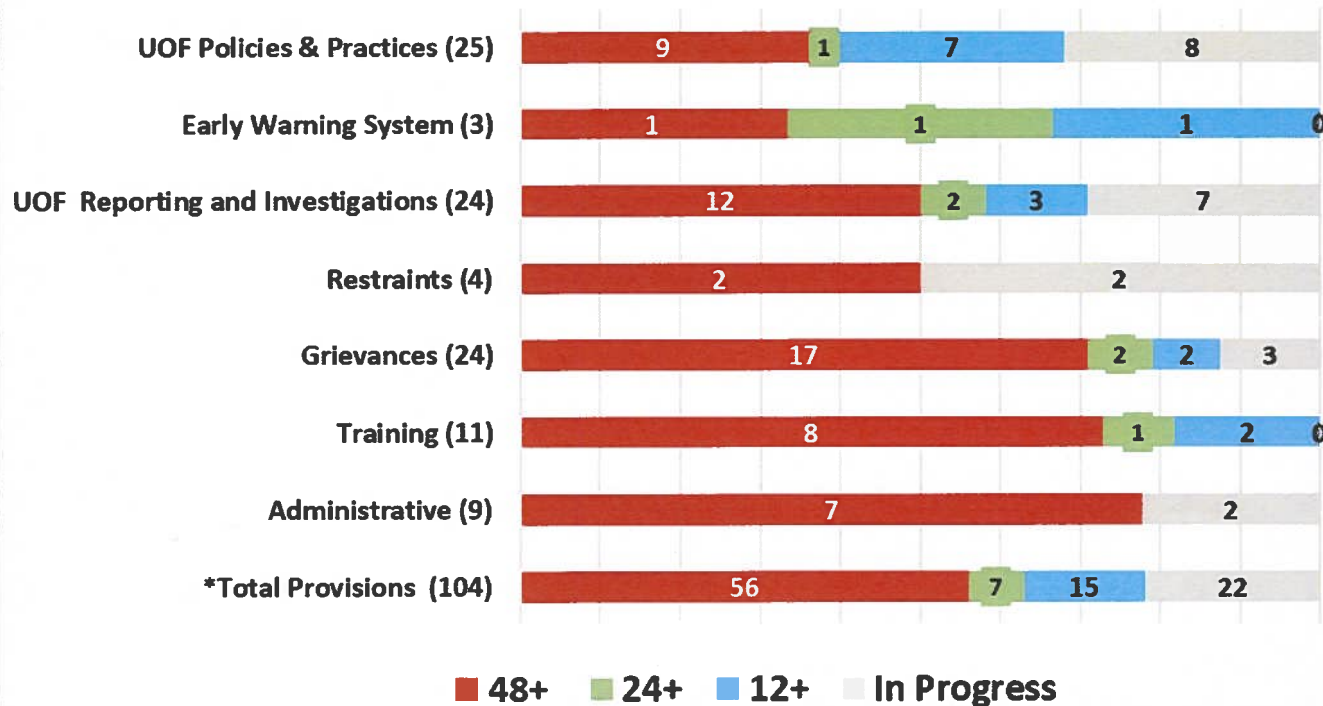
Status	Administrative	Use of Force	Training	Force Reporting / Investigations	Grievances	Restraints	Early Warning System	Total
Compliant	8	16	11	17	22	2	3	79
Non-Compliant	1	9	0	7	2	2	0	21
Pending	0	0	0	0	0	0	0	0
Non-Applicable	0	0	0	0	0	4	0	4
<b>Total</b>	<b>9</b>	<b>25</b>	<b>11</b>	<b>24</b>	<b>24</b>	<b>8</b>	<b>3</b>	<b>104</b>



# Status of Compliance



## Provisions Reaching 24+ Months in Compliance



A total of 63 provisions have reached more than 24 months of compliance. The results are based on the 13<sup>th</sup> Panel Report.

\* Select provisions are assessed by the Panel and derived from their review of the quarterly Use of Force packages.



# Inmate Grievances



## Basin Facility Grievances

	1S22	1S23
General Grievances	2,950	2,429
Complaints Against Staff	261	340
iPad Requests	89,383	217,067

Data provided by Custody Support Services Bureau compares 1<sup>st</sup> Semester of 2022 and 2023.



# Basin Facilities Top 5 Grievances



1 <sup>st</sup> Semester of 2022		1 <sup>st</sup> Semester of 2023	
1. Living Conditions	519	1. Service Related-Procedural	483
2. Service Related-Procedural	461	2. Living Conditions	400
3. Mail	356	3. Mail	301
4. Staff Complaints	217	4. Staff Complaints	261
5. Property	198	5. Telephone	114

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/10/2024		
<b>BOARD MEETING DATE</b>	7/23/2024		
<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 Sheriff's Department		
<b>SUBJECT</b>	School Law Enforcement Services Agreement for School Resource Deputy Program		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please explain why: Sheriff provides these services within the jurisdiction.		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Agreement expires June 30, 2024.		
<b>COST &amp; FUNDING</b>	Total cost:	\$ 8,989,499	Funding source:
			School Districts pay for the services.
	TERMS (if applicable): July 1, 2024 – June 30, 2026, with one year extension option, subject to Board approval.		
	Explanation: Two Year term, with one year extension option.		
<b>PURPOSE OF REQUEST</b>	School Law Enforcement Services Agreement for School Resource Deputy Program.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Department's School Resource Deputy Program has provided dedicated law enforcement services to various schools within the County.		
<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 type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Mina Cho, Sergeant, 213-229-1647, <a href="mailto:mcho@lasd.org">mcho@lasd.org</a> , Rudy Sanchez, Sergeant, 213-229-1647, <a href="mailto:rpsanche@lasd.org">rpsanche@lasd.org</a> , and Erick Martinez, Lieutenant, 213-229-1647, <a href="mailto:e2martin@lasd.org">e2martin@lasd.org</a>		

July 23, 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 OF SCHOOL LAW ENFORCEMENT SERVICES  
AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks approval of School Law Enforcement Services Agreement for School Resource Deputy Program (School Agreement) by and between the County of Los Angeles (County) and various school districts for the continued provision of law enforcement services on school campuses.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached boilerplate School Agreement for the period from July 1, 2024, through June 30, 2026, unless sooner terminated or extended, for the provision of full-time law enforcement services on school campuses through the Department's School Resource Deputy Program (School Program), with the option to extend the term of the School Agreement for a one-year extension option from July 1, 2026, through June 30, 2027, subject to prior approval by the Board of Supervisors.
2. Delegate authority to the Sheriff, or his designee, to execute School Agreements, substantially similar to the attached School Agreement, with school districts in the County requesting full-time law enforcement services, effective July 1, 2024, or upon execution by the Sheriff, whichever is later, through June 30, 2026, unless sooner terminated or extended.

3. Delegate authority to the Sheriff to execute any and all amendments to the School Agreements, ensuring any negative fiscal impact to the County is avoided.

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

The purpose of the recommended action is to approve the boilerplate School Agreement and delegate authority to the Sheriff, or his designee, to execute School Agreements with various school districts in the County for the performance of full-time law enforcement services for the period from July 1, 2024, through June 30, 2026.

The Department's School Resource Deputy Program has provided dedicated law enforcement services to various school districts within the County for approximately 25 years. Fifteen school districts currently participate in the School Resource Deputy Program. The current School Resource Deputy Program includes 1 sergeant, 1 bonus deputy, and 39 deputy sheriffs from 11 different patrol stations.

A Statement of Work (SOW) has been attached to this School Agreement to delineate the responsibilities of the School Resource Deputy. The SOW was created in collaboration with the Office of Inspector General (OIG) and based off recommendations the OIG provided to the Department.

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

The School Agreement is consistent with the County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency. This School Agreement enables deputies to provide necessary resources to handle problems unique to school campuses.

Deputies assist the schools with the implementation of programs designed to help prevent school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department, and school administrators on a regular basis to prepare for numbers of possible disasters including natural disasters, campus violence and terrorism.

### **FISCAL IMPACT/FINANCING**

Under the terms of the Agreement, the school districts pay the Department for law enforcement services at the prevailing annual billing rates determined by the County Auditor-Controller, pursuant to the policies adopted by your Board.

Fiscal Year (FY) 2023-24 aggregate estimates for the School Resource Deputy Program are \$8,989,499. These revenues will be collected from the school districts in the form of monthly payments that are equivalent to one-twelfth of the annual contract sum. There is no net County cost impact to the Department, as the school districts will be reimbursing the Department for the requested service and related costs.

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

The school districts currently contracting with the County desire to continue their participation in the School Agreements.

The School Agreements will commence July 1, 2024, or upon execution by the Sheriff, whichever is later, and shall terminate on June 30, 2026, unless sooner terminated or extended. Either party may terminate a School Agreement with or without cause with ten days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the County Auditor-Controller.

The attached boilerplate School Agreement has been approved as to form by County Counsel.

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

This request is a renewal of an existing program and will have no impact on current unincorporated area services.



The Honorable Board of Supervisors  
July 23, 2024  
Page 4

**CONCLUSION**

Upon approval by your Board, please provide two certified copies of the Board-adopted letter to the Department's Contract Law Enforcement Bureau, Captain Andrew Cruz.

Sincerely,

ROBERT G. LUNA  
SHERIFF

DRAFT

ABC:MC:mc  
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies  
Edward Yen, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Rene Phillips, Manager, Chief Executive Office (CEO)  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Michael Xie, Senior Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
Andrew B. Cruz, Acting Captain, Contract Law Enforcement Bureau (CLEB)  
David E. Culver, Director, Financial Programs Bureau  
Rene A. Garcia, Lieutenant, ASD  
Erick F. Martinez, Lieutenant, CLEB  
Mina Cho, Sergeant, CLEB  
Erica M. Nunes, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
(Contract Law – School Law Enforcement Services Agreement for SRD Program 07-23-24)

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

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**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

This School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Los Angeles ("County") and the CONTRACTING SCHOOL ("School").

**RECITALS**

- (a) Whereas, the Los Angeles County Sheriff's Department ("Sheriff's Department") operates a School Resource Deputy Program which provides full-time law enforcement services to schools and school districts within Los Angeles County; and
- (b) Whereas, the School is desirous of contracting with the County for the performance of law enforcement services by the Sheriff's Department as described herein; and
- (c) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (d) Whereas, this Agreement is authorized by Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code Sections 53060 and 53069.8, and/or California Education Code Section 35160.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereby agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide law enforcement services for the School to the extent and in the manner set forth in this Agreement, including Exhibit B, Statement of Work. Exhibit B, Statement of Work, delineates the responsibilities of the School Resource Deputies.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement

services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the School shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the School.
- 2.3 With regard to sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All School employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the School and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No School employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a representative of the School while performing such service for the School, as long as the service is within the scope of this Agreement.
- 2.6 The contracting School shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said School. Except as herein otherwise specified, the School shall not be liable for compensation or indemnity

to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the School.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject, and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 As requested by the School, law enforcement services under this Agreement may be performed by dedicated deputy personnel and/or dedicated supervisory personnel.
- 3.2 This Agreement covers 180 days of the regularly scheduled academic school year. Sheriff Department's School Resource Deputy (SRD) daily working hours are eight hours per day, five days per week, excluding weekends, holidays, and non-student school days. SRD hours are typically 7:00 am to 3:00 pm. Each school district and the station command may agree to adjust the normal start time for the SRD to be within one hour of the typical start time.
- 3.3 The 180 days of SRD coverage does not include summer school session(s). However, SRD summer school coverage is available via this Agreement at the prevailing hourly school district rate (included in Exhibit A, School Law Enforcement Services Form SH-AD 575).
- 3.4 SRD summer school coverage shall be provided eight hours per day, typically from 7:00 am to 3:00 pm. Each school district and the station command may agree to adjust the normal start time for the SRD to be within one hour of the typical start time. There is no minimum days per week for SRD summer school coverage. If a change occurs to a scheduled SRD summer school session shift (cancellation, change of start time, etc.), the school shall notify the station command at least twenty-four hours before the start of the shift to be changed.
- 3.5 SRD hours are not adjustable to provide coverage for after school special events; however, the schools and school districts may enter into the School Supplemental

Law Enforcement Services Agreement for Special Events in order to obtain as needed supplemental law enforcement services for said special events.

- 3.6 As requested by the School, the Sheriff's Department shall provide personnel to perform services under this Agreement as set forth in Exhibit A, School Law Enforcement Services Form SH-AD 575, of this Agreement.
- 3.7 A new Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be authorized and signed annually by the School and the Sheriff or his designee on or before July 1, and attached hereto as an Amendment to this Agreement, to reflect the level of service for the upcoming Agreement year.
- 3.8 Should the School request a change in the level of service other than pursuant to the annual July 1 readjustment, an additional Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be signed and authorized by the School and the Sheriff or his designee and attached hereto as an Amendment to this Agreement, to reflect the revised level of service.
- 3.9 The most recent dated and signed Exhibit A, School Law Enforcement Services Form SH-AD 575, attached to this Agreement shall be the staffing level in effect between the County and the School.
- 3.10 For each newly contracted SRD added to Exhibit A, School Law Enforcement Services Form SH-AD 575, school districts shall be required to pay a one-time startup cost to procure the use and service of a marked black and white Sheriff's patrol vehicle. The County shall retain title and ownership of the patrol vehicle. The patrol vehicle shall be used for the purposes of performing SRD duties. The school district shall be invoiced for the patrol vehicle in a one-time separate billing upon the Sheriff Department's receipt of the signed Agreement and signed Exhibit A, School Law Enforcement Services Form SH-AD 575. The startup cost of the patrol vehicle shall be the prevailing annual rate as determined by the Auditor-Controller of Los Angeles County for the fiscal year in which the services shall commence.

#### **4.0 PERFORMANCE OF AGREEMENT**

- 4.1 For the purpose of performing law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement mutually agree as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at schools which would not normally be provided by the Sheriff's Department, the School shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said School, such local office or building may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the School, provided, however, that the performance of such outside duties shall not be at any additional cost to the School.
- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said School, the same shall be supplied by the School at its own cost and expense.

## **5.0 INDEMNIFICATION**

- 5.1 Subject to the limitations stated in this Section 5.0, Indemnification, or elsewhere, the County shall indemnify, defend, and hold harmless the School, its officers, directors, employees, and agents (collectively, "School Indemnified Parties") from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional, or reckless act or omission of the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives while providing



services under this Agreement. With respect to any action or claim within the scope of this Section 5.1, the County shall have the right to use counsel of its own choice, at its sole costs and expense, to defend School Indemnified Parties, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the School Indemnified Parties; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes the County's indemnification of the School Indemnified Parties. The County's obligations hereunder shall be satisfied when the County has provided to the School Indemnified Parties the appropriate form of dismissal (or similar document) relieving the School from any and all liability for the action or claim involved.

- 5.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any School Indemnified Parties (a) based or asserted upon any failure to prevent any crime or tortious act, (b) for any injury, loss, or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives, while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever based or asserted upon any failure to be at any specific location at any time(s) while performing services under this Agreement.
- 5.3 The School understands and agrees that the school law enforcement services and the school resource deputies provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular school at any particular time, or to prevent crime or wrongdoing from occurring at any particular place or time.
- 5.4 Notwithstanding anything contained herein, the County's obligations hereunder to the School or any School Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity

or legal provision were incorporated in full in this Agreement and made applicable to the School and all School Indemnified Parties.

- 5.5 The School shall indemnify, defend, and hold harmless the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, and representatives (collectively, "County Indemnified Parties") from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the School ), based or asserted upon any act or omission of the School, its officers, directors, employees, agents, or representatives arising out of or in any way relating to this Agreement. With respect to any action or claim within the scope of this Section 5.5, the School shall have the right to use counsel of its own choice, at its sole cost and expense, to defend the County Indemnified Parties and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County Indemnified Parties if the indemnity tender by the County Indemnified Parties is accepted without a reservation of rights; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes School's indemnification of the County Indemnified Parties. The School's obligations hereunder shall be satisfied when the School has provided to the County Indemnified Parties the appropriate form of dismissal (or similar document) relieving the County Indemnified Parties from any and all liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe the School's obligations to indemnify and hold harmless the County.
- 5.6 The School shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at the School's sole option and discretion, to satisfy the School's indemnity obligations under this Agreement.

5.7 This Section 5.0, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2024, or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2026, unless sooner terminated or extended in whole or in part as provided for herein. The term of this Agreement may be extended for one (1) additional 12-month period, subject to prior approval by the County Board of Supervisors.

**7.0 RIGHT OF TERMINATION**

7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least sixty (60) calendar days before the date specified for such termination.

7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

**8.0 BILLING RATES**

8.1 For and in consideration of the rendition of the law enforcement services to be performed by the County for the School under this Agreement, the School shall pay the County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.

8.2 The billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service.

**9.0 PAYMENT PROCEDURES**

9.1 The County, through the Sheriff's Department, shall render to the School a summarized invoice which covers all services performed during said month, and

the School shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.

9.3 In the event of any disputed amounts, the School shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.

9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the County may satisfy such indebtedness, including interest thereon, from any funds of the School on deposit with the County without giving further notice to the School of the County's intention to do so.

## **10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Public Entity.

## **11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

**12.0 AUTHORIZATION WARRANTY**

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

**13.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**14.0 NOTICES**

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Sergio V. Escobedo  
211 W. Temple St.  
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ATTN: \_\_\_\_\_

**15.0 VALIDITY**

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

**16.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**17.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_

Robert G. Luna, Sheriff

Date \_\_\_\_\_

**CONTRACTING SCHOOL**

By \_\_\_\_\_

Name, Title

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy County Counsel





### HOURS OF SERVICE & CHARGES

0

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL UNIT COST	LIABILITY @ 3 %	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
<b>SWORN ITEMS</b>									
Deputy Generalist, 40 hour non relief	TBD		#VALUE!	#VALUE!	#VALUE!	1440	0	0	0.0000
Deputy, Bonus 1, 40 hour non relief	TBD		#VALUE!	#VALUE!	#VALUE!	1440	0	0	0.0000
Sergeant, 40 hour non relief	TBD		#VALUE!	#VALUE!	#VALUE!	1440	0	0	0.0000
<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;">#VALUE!</div> <div style="font-size: 24px;">↘</div> </div>			#VALUE!	#VALUE!	#VALUE!				
			LIABILITY @ 3% =	#VALUE!	TOTAL ESTIMATED COST				
						<u>HOURS</u>	<u>MINUTES</u>	<u>PERSONNEL</u>	
						DEPUTY	0	0	0.0000
						DEPUTY, B-1	0	0	0.0000
						SGT	0	0	0.0000

## **EXHIBIT B STATEMENT OF WORK**

### **1. SCOPE OF WORK**

- 1.1 The School Resource Deputy (SRD) principal responsibilities are the following:

#### **Safety and Security**

**Ensure Safety:** Maintain a safe and secure environment on school premises. This includes monitoring school grounds, surrounding areas, and responding promptly to any incidents of potential criminal conduct or emergencies.

**Crisis Management:** Respond to and handle crisis situations, such as lockdowns, threats, or other law-enforcement related emergencies.

**Work with School Staff:** Collaborate with school administrators, teachers, and counselors to be an active part of the school community. The SRD shall collaborate with the school administrators in maintaining a school safety plan.

#### **Law Enforcement Duties**

**Foster Positive Relationships:** Build trust and positive relationships with students, faculty, and parents. SRD shall be approachable and accessible to address their concerns and work toward establishing a positive learning environment.

**Trespass Prevention:** Deter trespassers and unauthorized individuals from entering school property.

**Enforce the Law:** Detain or arrest students who violate the law within the school premises. This includes laws encompassed by the California Penal Code, Vehicle Code, Health & Safety Code and Welfare & Institutions Code.

#### **Law-Related Resources**

**Community Outreach:** Provide law related educational information to students, faculty, and parents. Topics can include but not limited to information about the law, personal rights, free community programs, health awareness and youth & child safety.

- 1.2 The SRD shall follow all federal/state laws and regulations, the Department's Manual of Policy and Procedures (MPP), which includes the SRD Manual, and the Statement of Work (SOW).
- 1.3 The SRD shall not be present to enforce school rules or administrative discipline on students. The SRD shall only take law enforcement action when criminal conduct is involved.
- 1.4 The SRD is prohibited from participating in school-based discipline, including detentions, suspensions, expulsions, or truancy unless the truancy is for off-campus conduct (i.e., students off school grounds during school hours).
- 1.5 SRD response to school staff calls for service relating to student conduct shall only be for suspected criminal conduct.
- 1.6 SRDs are prohibited from handcuffing a student or restraining a student with Flex cuffs on a school campus unless necessary to address a violent situation. Flex cuffs may only be used in emergency detentions or arrests such as a civil disturbance or any other emergency situation where large numbers of detentions or arrests are anticipated.
  - MPP 3-01/110.20 - Restraining Persons
  - MPP 3-01/110.23 - Handcuffing Prisoners
  - MPP 3-01/110.24 - Use of Flex-Cuffs
- 1.7 The SRD shall adhere to Department policy as it relates to juvenile detention, transportation, booking, and release.
  - MPP 5-02/100.00 – Detention
- 1.8 SRDs are prohibited from utilizing software to monitor student online behavior without reasonable suspicion that a student is involved in criminal activity. The SRD may be required to work with the Department crime analysts and/or detectives to follow up on suspected online criminal behavior/activity when specific, articulable, and credible facts demonstrate a public safety concern justifying the monitoring. All Department members shall be held accountable for any on-duty or off-duty conduct which has a tendency to adversely affect, lower, or destroy public respect and confidence in the Department, or its members.

- MPP 3-01/000.10 – Professional Conduct

1.9 The SRD taking a juvenile into custody shall notify a parent, guardian, or person having custody of the child without unnecessary delay. The SRD shall inform them the minor is in custody and the location where the minor is being held. When notification is not possible, the reason shall be stated in the Incident Report (627[b] and 308(a) WIC).

- MPP 5-02/040.15 - Notification of Parents and Telephone Calls.

1.10 Arrests should occur in private, away from other students. The SRD should avoid making a custodial arrest in the counselor's or psychologist's office.

1.11 SRDs are prohibited from removing a student from campus without a warrant or court order unless the student presents a real and immediate threat to students, school staff, SRDs, other persons, and/or are arrested for a charge which requires booking at a sheriff station.

1.12 The SRD shall comply with Welfare & Institutions Code section 625.6 which states: Prior to a custodial interrogation, and before the waiver of any Miranda rights, a youth 17 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived. This does not apply to the admissibility of statements of a youth 17 years of age or younger if both of the following criteria are met: The officer who questioned the youth reasonably believed the information the officer sought was necessary to protect life or property from an imminent threat and officer's questions were limited to those questions that were reasonably necessary to obtain that information.

1.13 All interviews should occur in a private location away from other students.

1.14 The SRD shall create a log entry via CAD/MDC when a student is contacted for the purpose of conducting an investigation, based on reasonable suspicion, to determine whether the student is committing, is about to commit, or has committed a crime. The log entry must articulate the factual reason for the contact and summarize the outcome of the contact. If the SRD suspects circumstances indicate a possible crime may have occurred that warrants follow-up investigation, a report shall be completed for the purpose of documenting the circumstances. A report shall also be completed if it is determined a crime occurred to document the crime and possible arrest of the student. In the event an SRD has reasonable suspicion supported by articulable facts in which a criminal act

is about to occur, the SRD may contact the concerned students to prevent the crime from occurring. All CAD/MDC entries and all written reports must be maintained on file at the SRD's assigned station and provided to school administration upon request, when applicable.

## **2. LASD RESPONSIBILITIES**

- 2.1 When possible, all SRDs shall attend the 32-hours of LASD's Mental Health Team and the 40-hour Sheriff's Department's School Resource Deputy training prior to being assigned as an SRD. Topics must include, but are not limited to, Ethics, Adolescent Mental Health, Juvenile Law, Community Youth Program School Safety & Emergency Operations, Diversion and Respond, Observe, Assess, React (ROAR), and Understanding the Adolescent Brain.
- 2.2 LASD shall ensure all SRDs adhere to the Use of Force policy. SRDs are authorized to use only that amount of force consistent with Department policy and objectively reasonable to perform their duties. "Objectively reasonable" means Department members shall evaluate each situation requiring the use of force considering the known circumstances, including, but not limited to, the severity of the crime at issue, whether the suspect poses an immediate threat to the safety of the member or others, and whether the suspect is actively resisting, in determining the necessity for force and the appropriate level of force. Refer to attached LASD Force Policy, Section 3-10/038.00 – Reportable Use of Force and Force Categories.
  - MPP 3-10/020.00 - Use of Force
- 2.3 LASD shall ensure all SRDs adhere to the department policy as it relates to Compressional and Positional Asphyxia (chokeholds and carotid restraint).
  - MPP 3-10/080.00 – Preventing Compressional and Positional Asphyxia
- 2.4 LASD shall ensure all SRDs provide equal protection of the law without bias based on actual or perceived race, color, ethnicity, national origin, religion, gender, gender identity, disability, sexual orientation, or age, in accordance with the rights secured or protected by the Constitution or laws of the United States.
  - MPP 3-01/000.05 - Bias - Free Policing

2.5 LASD shall ensure all SRDs, while on duty, are prohibited from exhibiting any tattoo, branding, or other form of body art which may be seen by another person.

- MPP 3-01/050.80 - Grooming and Dress Standards

2.6 LASD shall ensure all SRDs, while on duty, adhere to Department policy on political activity, which prohibits engaging in any political activity whatsoever during working hours or on County premises including, but not limited to, the display of political posters, stickers, signs, or similar materials.

- MPP Section 3-01/070.05 – Political Activity

2.7 LASD shall ensure all SRDs not participate or join in any group of Department employees which promotes conduct that violates the rights of other employees or members of the public.

Participation in these illicit groups, herein referred to as “deputy cliques” or “subgroups” which often include an associated symbol and/or tattoo, harms morale and erodes public trust. These groups undermine the Department’s goals and can create a negative public perception of the Department, increasing the risk of civil liability to the Department and involved personnel.

- MPP 3-01/050.83 - Employee Groups which Violate Rights of Other Employees or Members of the Public

2.8 LASD must report annually to the Board of Supervisors disaggregated data on student interactions with SRDs to evaluate the reasonableness of such interactions and ensure compliance with the prohibition against discrimination. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or district regarding student misconduct, or other actions taken by SRDs with respect to individual students or others on campus.

2.9 LASD must publish CAD/MDC system statistics on all SRD contacts with students. LASD must also track and publish data on SRD contacts resulting in uses of force on students and the level of force used.

2.10 LASD will have a well-publicized formal complaint process open to pupils, families, and community members to report incidents of possible peace officer misconduct at schools or during interactions with pupils.

- 2.11 LASD will maintain an electronic database of all complaints.
- 2.12 LASD shall work on providing an SRD Manual to be completed by September 30, 2024, and pending the approval of the Office of the Inspector General.