



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: May 14, 2025

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

REVISED

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

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

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:**

Approval to Execute an Agreement with the Los Angeles Arboretum Foundation Inc. to Host the 2025 Annual California Contract Cities Association Board of Directors' Meeting
Speaker(s): Mina Cho (Sheriff)

B. **BOARD LETTER:**

Approve Model Master Agreement for Elevator and Escalator Maintenance Services
Speaker(s): Richard Sigur and Alex Madera (Sheriff)

3. BOARD MOTION ITEM(S):

- NONE

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Approval of Contract with Hitech Systems Inc., dba Pulsiam
Speaker(s): Alex Madera (Sheriff)

B. BOARD LETTER:

Approve a Contract with Keefe Commissary Network, LLC for Inmate
Commissary and Vending Services
Speaker(s): Danny Walls and Alex Madera (Sheriff)

C. BOARD LETTER: (Continued from 4/30/2025)

School Law Enforcement Services Agreement for School Resource Deputy
Program
Speaker(s): Mina Cho and Erick Martinez (Sheriff)

D. BOARD BRIEFING:

Probation Oversight Commission (POC) and Office of Inspector General
(OIG) Probation Monthly Briefing
Speaker(s): Wendelyn Julie (POC) and Eric Bates (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Juan Zamora, et al. v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 22STCV07595

Department: Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Subdivision d(1) of Government Code Section 54956.9)

Anderson Mackey v. County of Los Angeles

Los Angeles Superior Court Case No. 23STCV04175

Department: Fire

CS-3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

LL John Doe MB v. Defendant Doe School District, et al.
Los Angeles Superior Court Case No. 22STCV39133

Department: Probation

7. UPCOMING ITEM(S) FOR MAY 21, 2025:

A. BOARD LETTER:

Approve Expenditure Plan for Revenue Generated by the Consolidated Fire Protection District – Emergency Response and Infrastructure Special Parcel Tax

Speaker(s): Julia Kim and Adrian Li (Fire)

B. BOARD LETTER:

Approval of Contract with the California Department of Corrections and Rehabilitation for Fire Suppression Camp Services

Speaker(s): Aloett Martin, Alan Liu and James Dodson (Sheriff)

C. BOARD LETTER:

Ordinance To Amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code Relating to the Los Angeles County Sheriff Civilian Oversight Commission

County Counsel Draft Speaker(s): Janssen Larz Diaz and Matthew Dill
Executive Office - BOS and COC Draft Speaker(s): Edward Yen
and Sharmaine Mosely

D. BOARD BRIEFING:

Civilian Oversight Commission (COC) and Office of Inspector General (OIG) Monthly Status and Custody Briefing

Speaker(s): Sharmaine Moseley (COC) and 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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	May 14, 2025		
BOARD MEETING DATE	June 3, 2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff		
SUBJECT	Request budget approval for the 2025 California Contract Cities Association (CCCA) Board of Directors' Meeting		
PROGRAM	2025 CCCA BBQ		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please explain why: The vendors are exclusive to the venue.		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$ 35,000	Funding source: The cost of the Meeting is recovered in the rates the contract cities pay for their law enforcement services and budgeted to the Department's Contract Law Enforcement Bureau.	
	TERMS (if applicable): 1 day (August 20, 2025)		
	Explanation: The CCCA Board of Directors' Meeting is a 1- day event.		
PURPOSE OF REQUEST	Seek budget approval for the 2025 California Contract Cities Association (CCCA) Board of Directors' Meeting.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Board approval of the recommended action will enable the Los Angeles County Sheriff's Department to execute an agreement with the County's Arboretum, to host the 2025 Annual California Contract Cities Association Board of Directors' Meeting on August 20, 2025. The Meeting is a recurring annual event that has been hosted at the Arboretum for more than ten years.</p> <p>The Meeting will be attended by Contract City Managers, Public Safety Directors, Council Members, and Department and County executives. Approximately 350 attendees will participate in the Meeting, which includes a catered meal. The Meeting is funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Meeting relates to the County's Strategic Plan North Star II: Foster vibrant and resilient communities; Focus Area Goal C.II, Operational Enhancement and C.III, Law Enforcement Accountability and Transparency.		

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mina Cho, Sergeant, (213) 229-1632, mcho@lasd.org
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June 3, 2025

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

Dear Supervisors:

**APPROVAL TO EXECUTE AN AGREEMENT WITH THE LOS ANGELES
ARBORETUM FOUNDATION INC. TO HOST THE 2025 ANNUAL CALIFORNIA
CONTRACT CITIES ASSOCIATION BOARD OF DIRECTORS' MEETING
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to use Department funds to host the 2025 Annual California Contract Cities Association Board of Directors' Meeting (Meeting), which is scheduled to occur on August 20, 2025, at the County Arboretum and Botanic Garden (Arboretum).

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Sheriff, or his designee, to execute an agreement with the Arboretum Foundation (Foundation) for a cost not to exceed \$35,000 to pay for the use of the venue, food, beverages, and miscellaneous supplies. The full cost for the event is incorporated within Law Enforcement Consolidated Cost Model billing rates, which is entirely funded by the 42 contract cities.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended action will enable the Department to execute an agreement with the Foundation to use the Arboretum as the venue for the Department to host the Meeting on August 20, 2025. The Meeting is a recurring annual event that

has been hosted at the Arboretum for more than ten years. The Meeting, which will include a catered meal, is customarily attended by approximately 350 people. Invited guests include city managers, public safety directors, council members, and Department and County executives.

The purpose of the event is to bring county and city government decision-makers together in a welcoming and informal setting to discuss contract law enforcement issues, and for the Department to express appreciation to its long-time customers.

Implementation of Strategic Plan Goals

This Meeting relates to the County's Strategic Plan North Star II: Foster vibrant and resilient communities; Focus Area Goal C.II, Operational Enhancement and C.III, Law Enforcement Accountability and Transparency.

FISCAL IMPACT/FINANCING

There is no net County cost for this Meeting. The cost of the Meeting is recovered in the billing rates the contract cities pay to receive law enforcement services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Meeting will be held on August 20, 2025. The Department is self-insured for the event.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Meeting has no impact on current services.

CONCLUSION

Upon approval by the Board, please return the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:ABC: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
Timothy J. Kral, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Gerardo J. Pinedo, Assistant Sheriff, CFAO
Sergio V. Escobedo, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Bureau Director, Financial Programs Bureau
Andrew B. Cruz, Captain, Contract Law Enforcement Bureau (CLEB)
Oscar R. Butao, Lieutenant, ASD
Mina Cho, Sergeant, CLEB
Erica M. Nunes, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
(Contract Law - CCCA Arboretum Agreement 06-03-25)



Monday, April 7, 2025

Submission ID 6198714410317328465

Supplemental Declaration Form

Department Name

Sheriff

Department Point of Contact:

Name

Mina Cho

Email

mcho@lasd.org

Phone Number

(213) 229-1632

Title of Proceeding

Approval to execute an agreement with the Los Angeles Arboretum Foundation Inc. to host the 2025 Annual California Contract Cities Association Board of Directors' Meeting

Agenda Date

Tuesday, June 3, 2025

Type of Proceeding

Contract

Was the contract legally required to be awarded to the lowest responsible bidder with a responsive bid?

No

Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form?

Online Form

Are you submitting this form as for a Party or a Participant?

Participant

Individual/Company Name

California Contract Cities Association

List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company?

None

List all individuals who have the authority to make decisions for the Individual/Company about making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include the Name and Title of the Individual below.

Name of Individual	Title of Individual
None	

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

Name of Individual or Entity	If an Individual, Name of Their Employer
None	

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than \$250 in total contributions to that officer?

No

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025		
BOARD MEETING DATE	6/3/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff's Department		
SUBJECT	Board approval of Model Master Agreement for Elevator and Escalator Maintenance Services (Services).		
PROGRAM	Establish Master Agreements with qualified vendors to provide the Department's Facilities Services Bureau with as-needed Services.		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Current work orders administered by ISD expire on 06/30/25.		
COST & FUNDING	Total cost: Estimated annual expenditure is \$1,000,000		Funding source: General Fund
	TERMS (if applicable): Model Master Agreement has a term of four years, with an option to extend for three additional one-year periods.		
	Explanation:		
PURPOSE OF REQUEST	Approval of the recommended action will allow the Department to maintain a pool of qualified Contractors to provide as-needed Services for the Department's conveyance equipment.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> On 01/22/25, the Department issued a Request for Statement of Qualifications (RFSQ) with an initial due date of 03/07/25. The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of this action, the Sheriff will execute Master Agreements with all qualified vendors. 		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Clint Yates, Director, (323) 526-5758, c1yates@lasd.org Richard Sigur, Manager II, (323) 981-6071, bwterrel@lasd.org Alex Madera, Contracts Manager, (213) 229-3276, amadera@lasd.org 		

June 3, 2025

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 MODEL MASTER AGREEMENT FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) that will be used to execute Master Agreements (Agreements) with qualified vendors to provide as-needed Elevator and Escalator Maintenance Services (Services) for the Department's Facilities Services Bureau.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Agreement for a term of four years, with an option to extend for three additional one-year periods, for a total term not to exceed seven years.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar to the attached Model Agreement with qualified vendors commencing upon execution by the Sheriff, or his designee.
3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Notices to the Agreements as set forth throughout the Model Agreement, to: (1) effectuate modifications, which do not materially affect any term of the

Agreements, (2) add new or revised standard County contract provisions adopted by the Board as required periodically, (3) exercise option terms if it is in the best interest of the County, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate Agreements, either in whole or in part, by the provision of a ten-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department is currently utilizing the Countywide Master Agreement, managed by the Internal Services Department (ISD), to execute work orders for Services on an as-needed basis. In July 2024, ISD informed the Department that new Service requests would not be accepted, as it would no longer be supporting other County departments under its Master Agreement. The Department's current work orders for Services will expire on June 30, 2025.

Approval of the recommended actions will allow the Department to establish Agreements with various qualified vendors to provide the Department's Facilities Services Bureau (FSB) with the required Services on an as-needed basis. These Services include both emergency and non-emergency full-service maintenance, inspection, and repair of the operational and safety features of electric traction, hydraulic, and hydroelectric elevators, escalators, dumbwaiters, handicap lifts, and other conveyance equipment. The FSB is currently responsible for maintaining a total of 75 elevators and 10 escalators located at various facilities throughout the County. Although the Department employs elevator and escalator mechanics for routine repairs, the required Services are beyond abilities of the Department due to the limited number of County employees available to perform the Services.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan's North Star 3: Realize tomorrow's government today; Focus Area Goal G: Internal Controls and Processes, by continuing to strengthen the Department's internal controls and processes and demonstrating fiscal responsibility by effectively and efficiently managing and maximizing the use of County assets to align with the County's highest priority needs.

FISCAL IMPACT/FINANCING

The estimated annual expenditure for the Services is \$1,000,000. Actual expenditures will be incurred solely on an as-needed basis. Funding for the Services is included in the Department's Fiscal Year 2024-25 budget and will be included in future years'

budgets, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Model Agreement was determined to be a Non-Proposition A agreement due to the Services being highly specialized and used on an as-needed basis. The Living Wage Program (County Code, Chapter 2.201) does not apply to the recommended Model Agreement.

The Services will be performed on a work order basis. The County's procedures for issuing work orders to qualified Contractors are outlined in the Model Agreement. Factors affecting the selection process for any work order bid may include price, availability of service and/or parts, turnaround time, geographic proximity, and expertise.

The Model Agreement includes all current County-required provisions, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment, Policy of Equity, Prohibition from Participation in Future Solicitations, and Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding.

The Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On January 22, 2025, the Department released a Request for Statement of Qualifications (RFSQ) 743-SH to solicit Statement of Qualifications from vendors to provide Services. The Department posted the solicitation on the County and Department websites with an initial due date of March 7, 2025.

The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of the recommended actions, the Sheriff intends to execute Agreement(s) with all qualified vendors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Model Agreement will enable the Department to maintain a pool of qualified Contractors to deliver uninterrupted Services to the Department's conveyance equipment.

The Honorable Board of Supervisors
June 3, 2025
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CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:JA:ja
(Fiscal Administration Bureau/Contracts Unit)

- c: Board of Supervisors, Justice Deputies
 - Edward Yen, Executive Officer, Board of Supervisors
 - Fesia Davenport, Chief Executive Officer
 - Brian Hoffman, 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
 - Timothy J. Kral, Chief Legal Advisor, Legal Advisory Unit
 - Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
 - April L. Tardy, Undersheriff
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 - Conrad Meredith, Division Director, Administrative Services Division (ASD)
 - Richard F. Martinez, Assistant Division Director, ASD
 - David E. Culver, Bureau Director, Financial Programs Bureau
 - Tracey Jue, Bureau Director, Fiscal Administration Bureau (FAB)
 - Clint Yates, Bureau Director, Facilities Services Bureau (FSB)
 - Oscar R. Butao, Lieutenant, ASD
 - Alejandra Madera, Assistant Bureau Director, FAB, Contracts Unit (CU)
 - Richard M. Sigur, Manager II, FSB
 - Erica M. Nunes, Sergeant, ASD
 - Kristine D. Corrales, Deputy, ASD
 - Veronica Urenda, ASM II, FAB, CU
 - Juan A. Amaya Jr, ASM I, FAB, CU
- (Contracts - 743-SH Elevator and Escalator Maintenance Services Model Master Agreement 06-03-25)

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

AND

[CONTRACTOR]

FOR

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

**MASTER AGREEMENT
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
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ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
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**MASTER AGREEMENT
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
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ATTACHMENTS

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Attachment 2 Conveyance Equipment List

EXHIBITS

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Exhibit B Contractor's Administration
Exhibit C Safely Surrendered Baby Law
Exhibit D Sample Work Order
Exhibit E1 Certification of Employee Status
Exhibit E2 Certification of No Conflict of Interest
Exhibit E3 Contractor Acknowledgement and Confidentiality Agreement
Exhibit F Contract Discrepancy Report
Exhibit G Invoice Discrepancy Report
Exhibit H Application for Access to Custody Facilities
Exhibit I Subsequent Executed Work Orders
(Not attached to the Master Agreement)

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTOR]
FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

This Master Agreement, Attachments, and Exhibits made and entered into on _____ by and between the County of Los Angeles (County), Sheriff's Department (Department) and _____ (Contractor), to provide as-needed Elevator and Escalator Maintenance Services (Services). _____ is located at _____.

RECITALS

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

WHEREAS, Contractor is a private (public, non-profit) firm specializing in providing Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000, which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the Sheriff, or his designee, to execute and administer this Master Agreement; 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

Attachments 1 and 2, and Exhibits A through I, are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between the base Master Agreement and Attachments and the Exhibits, or between Attachments and Exhibits, such conflict or inconsistency will be resolved by giving precedence first to this Master Agreement and then to the Attachments and Exhibits according to the following priority:

Attachments:

Attachment 1 Statement of Work

Attachment 2 Conveyance Equipment List

Exhibits:

Exhibit A County's Administration

Exhibit B Contractor's Administration

Exhibit C Safely Surrendered Baby Law

Exhibit D Sample Work Order

Exhibit E1 Certification of Employee Status

Exhibit E2 Certification of No Conflict of Interest

Exhibit E3 Contractor Acknowledgement and Confidentiality Agreement

Exhibit F Contract Discrepancy Report

Exhibit G Invoice Discrepancy Report

Exhibit H Application for Access to Custody Facilities

Exhibit I Subsequent Executed Work Orders

This Master Agreement, Attachments, and Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.2 Amendment:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.3 Business Day(s):** Monday through Friday, excluding County-observed holidays.
- 2.4 Change Notice:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.5 Contractor:** The sole proprietor, partnership, or corporation that has entered into this Master Agreement with the County as identified in the preamble.
- 2.6 Contractor Project Manager:** The individual designated by Contractor to oversee and administer the operations of this Master Agreement following Master Agreement award.
- 2.7 County Project Director:** The individual designated by the County with the authority to approve and execute all Work Order solicitations and manage all contractual or administrative matters related to this Master Agreement. All references to "County Project Director" will mean "County Project Director or designee," unless otherwise specified.
- 2.8 County Project Manager:** The individual designated by County Project Director as the primary contact for managing the day-to-day operations of this Master Agreement. All references to "County Project Manager" will mean "County Project Manager or designee," unless otherwise specified.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Fiscal Year:** The 12-month period beginning July 1st and ending on June 30th of the following year.
- 2.11 Master Agreement:** County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ), has met the Vendor's Minimum Mandatory Qualifications listed in the RFSQ and holds an executed Master Agreement with the Department.

- 2.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.15 Statement of Work:** The document that provides a written description of tasks, subtasks, directions, deliverables, goods, Services, and other Work, and specifies Contractor's Work requirements and obligations, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- 2.16 Term:** Has the meaning set forth in Paragraph 4.0 (Term of Master Agreement) of this Master Agreement.
- 2.17 Work:** Any and all tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully executed Amendments, Change Notices, and Work Orders hereto.
- 2.18 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables, as described in a specification or a Statement of Work. Each Work Order must result from bids, solicited by, and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order, the County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work will be performed by Contractors except in accordance with validly bid and fully executed Work Orders. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit I (Subsequent Executed Work Orders) by this reference and made a part of this Master Agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, Services and other Work as set forth in this Master Agreement, including Attachment 1 (Statement of Work), and any fully executed Work Order. A Work Order is considered fully executed when it is accepted and signed by both Contractor and the County.
- 3.2** Contractor acknowledges that all Work performed under this Master Agreement is payable in arrears on a per-Work Order basis, in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum).
- 3.3** Work Orders will generally conform to Exhibit D (Sample Work Order) to this Master Agreement. Payment for all Work must be on a fixed priced/not-to-exceed deliverable basis, subject to the total maximum amount specified on each individual Work Order.
- 3.4** No work must be performed under the Master Agreement except in accordance with validly bid and fully executed Work Orders.

- 3.5 If Contractor provides any task, deliverable, Service, or other Work to the County other than what is specified in this Master Agreement without a fully executed Work Order, and/or that goes beyond the scope and expiration date of the Work Order, and/or exceeds the total maximum amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments and Change Notices) below, these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.

3.6 Work Order Process

The Department's procedures for issuing Work Orders to Active Contractors are set forth in Paragraph 2.0 (Work Order Process) of Attachment 1 (Statement of Work) to this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement will commence upon the date of execution by the Sheriff or his designee, as authorized by the Board. This Master Agreement will expire on _____, unless extended or terminated sooner, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend this Master Agreement Term for up to three additional one-year option periods, for a maximum total Master Agreement Term of seven years. Each such option period will be exercised at the sole discretion of the Sheriff as authorized by the Board and will be in the form of a written Amendment executed in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 4.3 The County maintains a database to track and monitor Contractor performance history. Information entered into this database may be utilized for various purposes, including the determination of whether the County will exercise an option period under this Master Agreement.
- 4.4 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address provided in Exhibit A (County's Administration) to this Master Agreement.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend

some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

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 Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

5.3.1 Contractor will have no claim 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 Master Agreement. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from Contractor.

5.3.2 Notwithstanding the above, Contractor will be entitled to payment for Services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such Services are rendered pursuant to a Work Order that was validly executed during the Term of this Master Agreement. This provision will survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

5.4.1 Contractor must invoice the County separately for each fully executed Work Order for providing the tasks, deliverables, Services, and other Work authorized pursuant to this Master Agreement.

5.4.2 Payment for all Work will be on a fixed price/not-to-exceed cost per deliverable basis, subject to the total maximum amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages) of this Master Agreement.

5.4.3 Contractor must satisfactorily perform all Work and must correct defective materials and/or workmanship, at Contractor expense, prior to payment by the Department for Work performed on a fully executed Work Order.

- 5.4.4 The County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.5 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor must specify the following:

- Contractor's name, address, and telephone number,
- Invoice number and date,
- Copy of the County executed Work Order and any supplemental Word Orders executed thereto,
- Period of performance of Work being invoiced,
- Name(s) of persons who performed the Work,
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order,
- Itemized pricing for each part, components, and/or raw materials used to complete the Work together with manufacturer's part numbers,
- A description of the deliverable(s) for which payment is claimed,
- Freight charges if applicable, and
- Total amount of the invoice.

5.4.6 Submission of Invoices

Contractor must submit an original invoice to County Project Manager at the address specified in Exhibit A (County's Administration) to this Master Agreement within ten Business Days following the County's acceptance of a completed Work Order.

5.4.7 Approval of Invoices

All invoices submitted by Contractor for payment must receive the written approval of County Project Director, before payment of invoice(s) is permitted. In no event will the County be liable or responsible for any payment prior to such written approval.

5.4.8 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 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 \(Preference Program Payment Liaison and Prompt Payment Program\)](#).

5.4.9 Invoice Discrepancy Report

County Project Manager will review all invoices for any discrepancies and issue an Invoice Discrepancy Report (IDR), refer to Exhibit G (Invoice Discrepancy Report) to this Master Agreement, to Contractor within five Business Days of receipt of invoice if payment amounts are disputed. Contractor must review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within five Business Days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within five Business Days of the County's notice to Contractor of an IDR, then payment will be made by the County, less the disputed charges. None of the foregoing will preclude the County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of this Master Agreement.

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

- 5.5.1 The County has determined that the most efficient and secure default form of payment for goods and/or Services provided under this Master Agreement with the County will be direct deposit or Electronic Funds Transfer (EFT), unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 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.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than direct deposit or EFT will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, 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 exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

A listing of all County Administration referenced in the following Paragraphs is designated in Exhibit A (County's Administration) to this Master Agreement. The County will notify Contractor in writing of any changes to the names or addresses shown therein.

6.1 County Project Director

The responsibilities of County Project Director may include, but are not limited to, the following:

- a. Serving as the final approving authority for all individual Work Order solicitations and executions.
- b. Providing direction to Contractor in the areas relating to County policies, information requirements, and procedural requirements.

6.2 County Project Manager

The responsibilities of County Project Manager may include, but are not limited to, the following:

- a. Acting as the primary contact for the day-to-day administration of this Master Agreement.
- b. Preparing and issuing Work Orders.
- c. Inspecting all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor.
- d. Meeting with Contractor Project Manager on a regular basis to discuss any issues or concerns related to this Master Agreement.
- e. Monitoring, evaluating, and reporting on the performance of Contractor's staff and progress on Work Orders.
- f. Issuing contract discrepancy reports in accordance with Paragraph 10.2 (Contract Discrepancy Report) of Attachment 1 (Statement of Work) to this Master Agreement. A sample of the Contract Discrepancy Report is attached as Exhibit F (Contract Discrepancy Report) to this Master Agreement.
- g. Issuing invoice discrepancy reports in accordance with Paragraph 5.4.9 (Invoice Discrepancy Report) of this Master Agreement. A sample of the Invoice Discrepancy Report is attached as Exhibit G (Invoice Discrepancy Report) to this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

A listing of all Contractor Administration referenced in the following Paragraphs is designated in Exhibit B (Contractor's Administration) to this Master Agreement.

Contractor must notify the County in writing of any changes to the names or addresses shown therein.

7.1 Contractor Project Manager

The responsibilities of Contractor Project Manager may include, but are not limited to, the following:

- a. Overseeing Contractor's day-to-day activities as related to this Master Agreement and coordinating regularly with County Project Manager on a regular basis with respect to all active Work Orders.
- b. Being responsible for Contractor's performance of all tasks, deliverables, goods, Services, or other Work, and ensuring Contractor's compliance with this Master Agreement.

7.2 Contractor's Authorized Official(s)

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Project Manager. Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 Contractor must provide, at Contractor's expense, a photo identification badge to all staff assigned to perform Work in a County facility under this Master Agreement.
- 7.4.2 All of Contractor's staff assigned to perform Work at County custody facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor must bear all expenses incurred for the badging.
- 7.4.3 Contractor is responsible for ensuring that staff have obtained a County ID badge before they are assigned to work in a County custody facility. Contractor personnel may be asked to leave a County custody facility by a County representative if they do not have the proper identification badge on their person.
- 7.4.4 Contractor must notify the County within one Business Day when staff are terminated from working under this Master Agreement. Contractor must retrieve and return staff's County ID badge to the County by the next Business Day following the termination of their employment with Contractor.

- 7.4.5 If County requests the removal of Contractor's staff, Contractor must retrieve and return the staff's County ID badge to the County by the next Business Day following the removal from Work under this Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 At any time prior to or during the Term of this Master Agreement, all Contractor staff, non-employee staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing Services under this Master Agreement must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform Services under this Master Agreement. Such background investigation may include, but will not be limited to, criminal conviction information obtained through a Driver License check or through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review. The fees associated with the background investigation will be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background investigation.
- 7.5.2 County Project Director will schedule the background investigations with the Department's Civilian Backgrounds Unit. If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the Term of this Master Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who fails to pass a background investigation to the County's satisfaction or whose background or conduct is determined to be incompatible with access to County facilities.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 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.

- 7.6.2 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 this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) will 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 reimbursement from Contractor for all such costs and expenses incurred by the 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 the County without the County's prior written approval.
- 7.6.3 Contractor must inform all its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the Term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement must be prepared and executed by both Contractor and the Sheriff, or his designee.

- 8.1.2 For any change which materially affects the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement must be executed by both Contractor and the Board.
- 8.1.3 For any change which does not materially affect the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, a Change Notice to this Master Agreement must be executed by both Contractor Project Manager and County Project Director.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, the Sheriff, or his designee, at their sole discretion, is authorized to: (a) exercise option periods to extend the Term of this Master Agreement as outlined in Paragraph 4.0 (Term of Master Agreement) and (b) effectuate modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below. To implement such actions, an Amendment to this Master Agreement must be executed by both Contractor and the Sheriff, or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 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 allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of the County, 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 the purposes of this Paragraph, County consent will require a written Amendment to this Master Agreement, which must be formally approved and executed by the parties. Any payments made by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, from any claims the contractor may have against the County.
- 8.2.3 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 express prior written approval, will

be a material breach of this Master Agreement which may result in the termination of this Master Agreement. 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.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within ten Business Days after this Master Agreement's effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten Business Days for County approval.
- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.
- 8.4.6 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.
- 8.4.7 Copies of all written responses must be sent to County Project Manager within ten Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.

- 8.5.2 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 8.5 (Compliance with Applicable Laws) will 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 reimbursement from Contractor for all such costs and expenses incurred by the 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 the County without the County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program

This Master Agreement 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](#).

8.7.2 Written Employee Jury Service Policy

- 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 will 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.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement 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 Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for the County under this Master Agreement, 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 agreement.

- If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor will 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 this Master Agreement 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.
- Contractor’s violation of this Paragraph 8.7.2 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, 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 Master Agreement. 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.
- 8.8.2 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 Master Agreement. Contractor warrants that it is not now aware of any facts that 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 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 8.8 (Conflict of Interest) will be a material breach of this Master Agreement.

8.9 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 Master Agreement 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 life of this Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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 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 with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 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 Master Agreements which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 Master Agreements that Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement 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, (c) committed an act or offense which indicates a lack of business integrity or business honesty, or (d) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

- a. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b. 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 the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. 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.
- d. 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 discovered after debarment was imposed, or (iv) any other reason that is in the best interests of the County.

- e. 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.
- f. 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.

8.11.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County Contractors.

8.12 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 Exhibit C (Safely Surrendered Baby Law) poster, to this Master Agreement, 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/>

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

8.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a Master Agreement 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.

8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Master Agreement 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).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Master Agreement 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 Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of

such damage, but in no event later than 30 Days after the occurrence.

- 8.15.2 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 must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. 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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 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 Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement 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 Master Agreement. 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 8.1 (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 Master Agreement.

8.18 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 for which the County may be found jointly or solely liable.

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, pandemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), civil disorders, 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").
- 8.19.2 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 Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 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.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and 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 County and 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.
- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement 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.
- 8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. 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 Contractor pursuant to this Master Agreement.
- 8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) above of this Master Agreement.

8.22 Indemnification

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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 (Insurance Coverage) below of this Master Agreement. 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 Master Agreement. 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 Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- 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 the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing Services under this Master Agreement.
- 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.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. 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 \$50,000.00 dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a 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.
- Certificates and copies of any required endorsements must be sent to the County Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement.
- 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 Master Agreement and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.23.2 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. 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.

8.23.3 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 change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to 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. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 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 this Master Agreement, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. 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.

8.23.5 Insurer Financial Ratings

Coverage must 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.

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 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 Master Agreement. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 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.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 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 Master Agreement. Contractor understands and agrees it will

maintain such coverage for a period of not less than three years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

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

8.23.12 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.

8.23.13 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.

8.23.14 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.

8.24 Insurance Coverage

8.24.1 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:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

8.24.2 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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 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.

8.24.4 Professional Liability/Errors and Omissions

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

8.25 Liquidated Damages

8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, 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 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 Contractor from the County, will be forwarded to Contractor by County Project Director, in a written notice describing the reasons for said action.

8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director deems correctable by Contractor over a certain time span, County Project Director will provide written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within the said time frame, County Project Director may:

- a. Deduct from Contractor's payment those applicable portions of the invoice, and/or

- b. Deduct liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of 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 \$100 per Day per infraction and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
 - c. Upon giving five Days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies. The total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.25.3 The actions noted in Paragraph 8.25.2 above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County costs due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This Paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or Paragraph 8.25.2 above, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If Contractor's prices decline or should Contractor at any time during the Term of this Master Agreement 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 Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 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.
- 8.27.2 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.
 - 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.
- 8.27.3 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.
- 8.27.4 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.
- 8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement 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 Master Agreement.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

Contractor must bring to the attention of County Project Manager any dispute between the County and Contractor regarding the performance of Services as stated in this Master Agreement. If County Project Manager is not able to resolve the dispute, the Sheriff, or his designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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 the County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely Surrendered Baby Law) to this Master Agreement. Additional information is available at:

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement 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 Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) to this Master Agreement. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1 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 8.37 (Record Retention and Inspection-Audit Settlement) below, as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, 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.
- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be

otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:

- Contractor must develop all publicity material in a professional manner, and
- During the Term of this Master Agreement, 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 of the County without the prior written consent of County Project Director. The County will not unreasonably withhold written consent.

8.36.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. 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 Master Agreement. 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 Contractor and will be made available to the County during the Term of this Master Agreement 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 the County, provided that if any such material is located outside the 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.

8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the Term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, 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 Master Agreement 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 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Board'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 Master Agreement.

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:
 - a. A description of the Work to be performed by the subcontractor,
 - b. A draft copy of the proposed subcontract, and
 - c. Other pertinent information and/or certifications requested by the County.

- 8.39.3 Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Master Agreement. Contractor must notify its subcontractors of this County right.
- 8.39.6 County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 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 County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents to County Compliance Manager as listed in Exhibit A (County's Administration) to this Master Agreement, before any subcontractor employee may perform any Work hereunder.

8.40 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) above will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) below and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected 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 ten Days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must immediately:
- a. Stop Work under the Work Order or under this Master Agreement, as identified in such notice,
 - b. Transfer title and deliver to the County all completed Work and Work in process, and
 - c. Complete performance of such part of the Work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) above.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:
- a. Contractor has materially breached this Master Agreement,
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Master Agreement or any Work Order issued hereunder, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph 8.42 (Termination for Default).
- 8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, civil disorders, freight embargoes, and unusually severe weather; provided that in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, 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 Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default), it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default), or that the default was excusable under the provisions of Paragraph 8.42.3 above, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) above.
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. 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.
- 8.43.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- a. Insolvency of Contractor. Contractor will 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 or not 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.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 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 County's Lobbyist Ordinance, [County Code Section 2.160.010](#). 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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.

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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

Contractor must notify its employees and require each subcontractor to notify and provide its employees with 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 [Section 14000](#).

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Master Agreement. The County will not be under any obligation to

disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 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 8.55 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

8.56 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 contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Vendor or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/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 Vendor/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement.

8.58 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.

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph 8.59, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Master Agreement 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](#).

9.6.2 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.

9.6.3 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.

9.6.4 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 Master Agreement to which it would not otherwise have been entitled, Contractor must:

- a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
- b. In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, 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, 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 Master Agreement award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Master Agreement 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](#).
- 9.7.2 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.
- 9.7.3 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.
- 9.7.4 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 Master Agreement to which it would not otherwise have been entitled, Contractor must:
 - a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement 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 Master Agreement, 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).

9.7.5 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 Master Agreement award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Master Agreement 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](#).

9.8.2 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.

9.8.3 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.

9.8.4 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 Master Agreement to which it would not otherwise have been entitled, Contractor must:

- a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement 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 Master Agreement, 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 Master Agreement, 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 Master Agreement award.

9.9 Licenses, Certifications, Registrations, and Accreditations

- 9.9.1 Contractor and Contractor's officers, employees, subcontractors, and agents, must obtain and maintain, throughout the Term of this Master Agreement, all necessary licenses, certifications, registrations, and accreditations required by applicable federal, state, and local laws, ordinances, rules, and regulations pertinent to the performance of Contractor's Services under this Master Agreement.
- 9.9.2 Upon the County's request, Contractor must provide, in duplicate, copies of each such license, certification, registration, and accreditation to County Project Manager.

10.0 SURVIVAL

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

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)
- Paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Paragraph 7.6 (Confidentiality)
- Paragraph 8.1 (Amendments and Change Notices)
- Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- Paragraph 8.18 (Fair Labor Standards)
- Paragraph 8.19 (Force Majeure)
- Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.22 (Indemnification)
- Paragraph 8.23 (General Provisions for all Insurance Coverage)
- Paragraph 8.24 (Insurance Coverage)
- Paragraph 8.25 (Liquidated Damages)
- Paragraph 8.33 (Notices)

Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	(Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding)
Paragraph 10.0	(Survival)

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTOR]
FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized representative, on dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

[CONTRACTOR]

By (print): _____

Signed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: *Michele Jackson*
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1
STATEMENT OF WORK

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

**ATTACHMENT 1
STATEMENT OF WORK
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
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1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) is seeking Qualified Contractors to enter into Master Agreements with the County to provide Elevator and Escalator Maintenance Services (Services) on an as-needed basis. Work tasks may include, but are not limited to, maintenance, repair, inspection, adjustment, testing, and replacement of parts and equipment for the Department's elevators, escalators, and other conveyance equipment.
- 1.2 Services will be required for all conveyance equipment located at the various County facilities listed in Attachment 2 (Conveyance Equipment List) to the Master Agreement. The Department reserves the right to add/remove conveyance equipment and/or County facilities at any time during the Term of the Master Agreement.

2.0 WORK ORDER PROCESS

- 2.1 Unless circumstances justify otherwise, Work will be solicited through a competitive bidding process. It is understood by Contractor that the County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Contractors.
- 2.2 Each interested Contractor must submit to the Department a fully burdened fixed price/not-to-exceed bid for the Work described in the Work Order solicitation to the Department by the deadline specified therein. Failure of Contractor to provide a bid response within the specified deadline will disqualify Contractor from that particular Work Order solicitation.
 - 2.2.1 For the purposes of Paragraph 2.2 above, "fully burdened" means all non-Work Order operating expenses, including administrative and clerical costs, direct and indirect labor costs, material and supply acquisition and handling, stocking and restocking fees, and any other applicable operating costs.
 - 2.2.2 Contractor's intentional gross underbidding or zero-cost bidding of a Work Order solicitation, for the sole purpose of securing a bid award, will be considered non-responsible and therefore null and void, at the sole discretion of the County.
 - 2.2.3 The County may require Contractor to clarify any itemized costs presented in the winning bid response. Additionally, the County reserves the right to challenge any specific line item within the bid response. In consultation with Contractor, the County may request the removal of such line item resulting in a corresponding reduction to Contractor's fixed price/not-to-exceed bid.
- 2.3 The County's procedures for issuing and executing non-emergency Work Orders are as follows:
 - 2.3.1 Upon determination by the County to issue a Work Order for Service, the County will issue a Work Order solicitation to all Active

Contractors. The Work Order solicitation will include a description of the project and Work required for the performance thereof.

2.3.2 Upon completion of the evaluation of received Work Order bids, the County will award the Work Order to Contractor with the lowest responsive and responsible bid, unless the Work Order solicitation specifies a bid evaluation criteria other than lowest cost. In addition to price, factors such as availability, turnaround time, geographical proximity, and expertise may be considered in the selection process. However, based on the needs of the County, the Department retains sole discretion to issue a Work Order to any Active Contractor, either on a competitive or non-competitive basis.

2.3.3 In cases where the County cannot adequately describe the Work requirements, nor identify the problem or the solution required to fix the problem, an initial Work Order solicitation for diagnostics will be issued to all Contractors. Contractor's submitting the lowest estimate will be awarded the Work Order. Upon Contractor diagnosing the problem and determining the cost of repairs, a supplemental Work Order will be negotiated with Contractor to perform and complete the necessary repairs.

Notwithstanding the above, if Contractor cannot determine the cause of the problem to affect repairs and would therefore require the removal or disassembly of the equipment to further diagnose and repair the system, a supplemental Work Order may be issued for the additional diagnostic Work. Only upon receiving an approved supplemental Work Order from County Project Manager to perform and complete the repairs may Contractor proceed with the actual repairs.

2.3.4 In the event that the lowest cost responsive and responsible Contractor is unable to provide Services under a fully executed Work Order or within the agreed-upon timeframe, the County, at its sole discretion, may request Services from the next lowest cost responsive and responsible Contractor until the County's requirements are met.

2.4 The County's procedures for issuing and executing emergency Work Orders are as follows:

2.4.1 For emergency Services, it is the County's intent to issue Work Orders on a rotational basis. The Department retains the sole discretion to issue a Work Order to any Contractor based on the emergent needs of the County.

2.4.2 If Contractor is unable to provide emergency Services under a fully executed Work Order or within the agreed-upon timeframe, the County, at its sole discretion, may request Services from the next Contractor in rotation until the County's requirements are met.

- 2.5 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of Work. The County does not promise, warrant, or guarantee that the County will utilize any particular level of Contractor's Services, or any Services at all, during the Term of the Master Agreement. The determination as to the need for Services will rest solely within the discretion of the Department.

3.0 WORK ORDER RESPONSE TIMES

3.1 Non-Emergency

Contractor must commence Work on fully executed Work Orders for non-emergency repairs within three Business Days of County Project Manager's direction to commence Work, or as mutually agreed upon by the parties.

3.2 Emergency

- 3.2.1 Contractor must be available to perform emergency Services 24/7.
- 3.2.2 Contractor must commence Work on fully executed Work Orders for emergency repairs within four hours of County Project Manager's direction to commence Work, or as mutually agreed upon by the parties.
- 3.2.3 Notwithstanding the above, for emergency repairs on occupied conveyance equipment, Contractor must commence Work immediately to ensure occupants are extracted from the involved conveyance equipment within two hours of County Project Manager's direction to commence Work.

4.0 SPECIFIC WORK REQUIREMENTS

4.1 Work Description

Contractor must provide all labor, supervision, equipment, tools, materials, supplies, and other items necessary to perform non-emergency and emergency Work.

Contractor must systematically examine, inspect, lubricate, clean, adjust, and when conditions warrant, repair or replace all mechanical or electrical equipment and components, including but not limited to, the following:

ELEVATORS:

- Entire machine, including housing, drive sheaves, drive sheave shaft bearings, brake and assembly and component parts,
- Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings,
- All sheaves,

- Controller: All components including all relays, contacts, solid state components, resistors, condensers, transformers, leads, mechanical and/or electrical timing devices, computer devices,
- Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors, and all other mechanical and electrical drive components,
- Motor, and motor generator brushes and brush holders,
- Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power-operated doors, chains, interlocks, sheaves for vertical bi-parting doors, all thrust rollers, eccentric broken arm closer assembly, and retiring arm assemblies complete,
- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes,
- Guide shoes including rollers or jib type assemblies complete,
- Automatic power operated door operators, door protective devices, car hangers tracks and car door contacts for both side slide and vertical bi-parting doors, photo eyes,
- Traveling cables,
- Elevator control wiring in hoist way and machine room,
- Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies,
- Car and counterweight safety mechanism and load weighting equipment,
- Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by code,
- Buffers, oil or spring type,
- Fixture contacts, push buttons, key switches, locks, lamps, sockets of button stations (car and hall), hall lanterns, position indicators, direction indicators, car stations, electric door operators, intercom system, interlocks, door hangers, safety edges,
- Guide rails (where roller guides and sliding guides are used),
- Exterior of the elevator, machinery, and other parts of the equipment subject to rust, and
- All elevator equipment in hoistways, pits, machine rooms, and assigned elevator.

Contractor must ensure that the workspace is free of any dirt, dust and debris that may interfere with the operation of any surrounding electrical equipment.

ESCALATORS:

- Internal truss structures,
- All accessory equipment, and
- Escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety devices and handrails.

4.2 Licenses, Certificates, Registrations, and Accreditations

- 4.2.1 Contractor must possess and maintain any and all required licenses, certificates, registrations, and accreditations from the appropriate federal, state, or local authorities for Work to be provided under the Master Agreement.
- 4.2.2 In the event of a renewal or loss of license, Contractor must immediately notify County Project Manager and provide copies of the relevant renewal or cancellation.
- 4.2.3 Contractor, its agents, and employees will be bound by and must comply with all applicable provisions of the California Labor Code, as well as all other applicable federal, state and local laws related to labor.

4.3 Parts, Materials, and Equipment Requirements

- 4.3.1 All parts, materials, and replacement equipment must be identified on the Work Order and approved by County Project Manager in writing prior to installation.
- 4.3.2 All furnished materials, replacement parts, and equipment must be new, labeled, and when required, certified/listed by a laboratory recognized by the U.S. Occupational Safety and Health Administration's Nationally Recognized Testing Laboratory Program (e.g., Underwriters Laboratories) and installed as recommended by the manufacturer. All materials, replacement parts, and equipment must be properly tested, regulated, and specifically designed and rated for use on the conveyance equipment for which they are intended.
- 4.3.3 When new parts and equipment are no longer available from the manufacturers, Contractor may propose the use of reconditioned or refurbished parts. All reconditioned or refurbished parts must be tested, inspected, and certified to meet or exceed the original manufacturer's specifications, safety, and performance standards.

- 4.3.4 All furnished lubricants must be recommended by the conveyance equipment manufacturer or a manufacturer-approved equivalent, and must meet the manufacturer's specifications necessary to ensure the proper operation and maintenance of the equipment.
- 4.3.5 When an article of manufacture is mentioned by a patent, a trade name, or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers that are not mentioned may be used provided they are of the same type and of equal quality. The Department will be the sole judge as to "equal quality".
- 4.3.6 Contractor must provide manufacturer documentation (e.g., specification sheets, cut sheets, or data sheets) for all replacement parts, materials, components, and other products upon County Project Manager's request. These documents must demonstrate the suitability of the products for their intended use and verify key attributes such as ratings, capacities, laboratory certifications, expiration dates, and any other relevant safety and performance standards.

5.0 ON-SITE REQUIREMENTS

- 5.1 Contractor must meet with County Project Manager prior to beginning any Work at the County jobsite.
- 5.2 Contractor must notify County Project Manager prior to arrival at and departure from the County jobsite.
- 5.3 Access to the County job site will be limited to Contractor's staff who have passed a background investigation as set forth in Paragraph 7.5 (Background and Security Investigations) of the Master Agreement. Notwithstanding the above, the County may, in its sole discretion, allow temporary access to the job site for Contractor's staff that have not yet completed a background investigation. Such staff with temporary access will be escorted by a Department employee at all times.
- 5.4 All Contractor's staff approved by the County must always display their company's photo identification card/badge or County Identification badge while on County property. Identification card/badge must be visible and worn above the waist.
- 5.5 Contractor must ensure that at least one staff member, who is licensed and/or a certified to perform the Work, is present at the County job site at all times.
- 5.6 Contractor is responsible for the security of the County job site when engaged to perform Work. Contractor must not cede responsibility for job-site security at any time to any non-employee worker or other entity at the job site.

- 5.7 Contractor's quality control supervisor or representative must inspect the completed Work to ensure the Work has been completed in accordance with manufacturer's specifications, current building code requirements, established construction practices and required safety standards, as applicable.

6.0 SAFETY REQUIREMENTS

- 6.1 Contractor and Contractor's Work operations must comply with all applicable federal, state, and local occupational health and safety regulations for all job-site personnel, whether employees or non-employees of Contractor, inclusive of all safety regulations for all equipment and materials used or operated under Contractor's supervision at the County job site.
- 6.2 Contractor must ensure all personnel are fully trained in their respective roles prior to entering the County job site.
- 6.3 Contractor must provide, at Contractor's expense, safety and personal protective equipment for all personnel under Contractor's supervision at the County job site.
- 6.4 Contractor must provide security fencing and/or barriers around the County job site, including padlocks for existing entry gates, as needed and/or directed by the County, sufficient to prevent unauthorized entry. Contractor must also implement all necessary security measures to mitigate hazards and prevent injury, theft, vandalism, and damage.
- 6.5 Contractor must maintain the working environment in a neat, orderly, clean, and safe manner.
- 6.6 Contractor must, at Contractor's sole expense, provide secure storage of all tools, equipment, and machinery at the County job site.
- 6.7 Notwithstanding the above, the County may, in its sole discretion, provide storage facilities or areas for Contractor use while performing Work.
- 6.8 Contractor is responsible for securing its equipment, tools, parts, and/or materials. The County will not be liable for any damage, by any means, or for theft of equipment, tools, parts, and/or materials, whether on the County job site or in the designated storage facility or area.
- 6.9 The location and layout of all Contractor's equipment and materials at each job site will be subject to prior approval from County Project Manager to ensure the safety of all personnel and prevent injury to others. Such approval does not relieve Contractor of its responsibility to maintain a safe working environment at all times.
- 6.10 Contractor is responsible for proper handling and disposal of all hazardous materials from the job site.
- 6.11 Contractor must remove all padlocks and security fencing within 24 hours of completion of Work, or as otherwise mutually agreed upon.

7.0 WARRANTIES

7.1 Warranty of Work

Contractor must certify and warrant that all Work performed by Contractor is free from defects, deficiencies, and failures for a period of one year following the completion of Work, or for the duration of Contractor's standard warranty period, whichever is longer. Should any original or developed defects, deficiencies, or failures arise, that are, in the County's sole discretion, attributable to Contractor's Work, Contractor must, at its sole expense, remedy such defects, deficiencies, and failures, including any necessary replacements and adjustments.

7.2 Warranty of Materials and Equipment

Contractor must certify and warrant that all materials and equipment furnished by Contractor, including any third-party materials and equipment, are free from defects for a minimum period of one year after the completion of Work, or for the duration of any applicable third-party standard warranty period, whichever is longer. Should any original or developed defects, deficiencies, or failures appear in the materials, parts, or equipment furnished by Contractor, Contractor must, at its sole expense, make all necessary replacements and adjustments, including labor, to remedy such defects.

7.3 Warranty Response Time

7.3.1 Non-emergency:

Contractor must commence all corrective non-emergency warranty repairs within three Business Days of notification by County Project Manager, or as otherwise mutually agreed upon.

7.3.2 Emergency:

Contractor must commence all corrective emergency warranty repairs within two hours of notification by County Project Manager, or as otherwise mutually agreed upon.

7.4 Contractor's failure to correct a defect during the warranty period may be deemed a breach of the Master Agreement in the County's sole discretion.

8.0 DAMAGE TO COUNTY FACILITIES, BUILDING, OR GROUNDS

Contractor must repair any damage caused by Contractor to County facilities, buildings, or grounds in accordance with Paragraph 8.15 (Damage to County Facilities, Buildings, or Grounds) of the Master Agreement.

9.0 TRANSPORTATION

Contractor must provide transportation to and from the County job site for its staff performing Services, as well as for any equipment and materials necessary to perform Services under a fully executed Work Order.

10.0 QUALITY ASSURANCE PLAN

10.1 The Department will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as set forth in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

10.2 Contract Discrepancy Report (Exhibit F to the Master Agreement)

10.2.1 Contractor must verbally notify County Project Manager of a Master Agreement discrepancy as soon as possible whenever a Master Agreement discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the Department and Contractor.

10.2.2 County Project Manager will determine whether a formal Contract Discrepancy Report must be issued. Upon receipt of Exhibit F (Contract Discrepancy Report) to the Master Agreement, Contractor is required to respond in writing to County Project Manager within ten Business Days acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to County Project Manager within ten Business Days.

ATTACHMENT 2
CONVEYANCE EQUIPMENT LIST

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

Conveyance Number	Description	Conveyance Type	Permiss. Load Lbs.	Location	Location Detail
33245	Dumbwaiter, BRTC	Electric Traction Elevator	300	BRTC	
100121	Elevator, Passenger B	Hydroelectric	2500	BRTC	
33817	Elevator Freight 1	Hydroelectric	5000	BRTC	
184855	Elevator, Passenger	Hydroelectric	1400	CAS	Level B, Carson Station Basement
107008	Elevator 1, Room 4004, CRDF	Electric Traction Elevator	3500	CRDF	
107006	Elevator 2, Room 4004, CRDF	Hydraulic Elevator	3500	CRDF	
107010	Elevator 5, Room 4004, CRDF	Hydraulic Elevator	3000	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
107005	Elevator 6, Room 4002, CRDF	Hydraulic Elevator	3500	CRDF	L.R.J.C. Movement Center West Housing Basement
107011	Elevator 7, Room 4002, CRDF	Hydraulic Elevator	3500	CRDF	L.R.J.C. Movement Center East Housing Basement
107012	Elevator 8, Room 4004, CRDF	Electric Traction Elevator	5000	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
107014	Elevator 9, Room 4004, CRDF	Electric Traction Elevator	5000	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
107013	Elevator 10, Room 4004, CRDF	Electric Traction Elevator	5000	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
107015	Elevator 11, Room 4004, CRDF	Electric Traction Elevator	5000	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
100370	Elevator 12, Room 4004, CRDF	Electric Traction Elevator	3500	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
100472	Elevator 13, Room 4004, CRDF	Electric Traction Elevator	3500	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC

Conveyance Number	Description	Conveyance Type	Permiss. Load Lbs.	Location	Location Detail
100131	Elevator 14, Room 4004, CRDF	Electric Traction Elevator	3500	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
100132	Elevator 15, Room 4004, CRDF	Electric Traction Elevator	3500	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
107016	Elevator 16, Room 4004, Food Services CRDF	Hydraulic Elevator	3500	CRDF	Room 4004, Level B, Playroom for Children, Movement Center East Housing Basement, LRJC
107017	Elevator 17, Room 4003, Parking Lot CRDF	Hydraulic Elevator	3500	CRDF	Entry / Exit Area 4003-A, Level B, Restroom Entry, Movement Center East Housing Basement, LRJC
113351	Wheelchair Lift 18	Hydroelectric	750	CRDF	
113352	Wheelchair Lift 19	Hydroelectric	750	CRDF	
113353	Wheelchair Lift 20	Hydroelectric	750	CRDF	
113354	Wheelchair Lift 21	Hydroelectric	500	CRDF	
57560	Elevator 1, Passenger	Hydraulic Elevator	3000	CVS	Elevator Shaft 201-2, Level 1, Elevator, Structure A, Crescenta Valley Station
165522	Elevator A, Passenger	Electric Traction Elevator	3500	HOJ	Public Lobby Elevator, Machine Room on Roof Level
165523	Elevator B, Passenger	Electric Traction Elevator	3500	HOJ	Public Lobby Elevator, Machine Room on Roof Level
165524	Elevator C, Passenger	Electric Traction Elevator	3500	HOJ	Public Lobby Elevator, Machine Room on Roof Level
165525	Elevator D, Passenger	Electric Traction Elevator	3500	HOJ	Public Lobby Elevator, Machine Room on Roof Level
165632	Elevator E, Passenger	Electric Traction Elevator	3500	HOJ	Public Lobby Elevator, Machine Room on Roof Level
165633	Elevator F, Passenger	Electric Traction Elevator	3500	HOJ	Public Lobby Elevator, Machine Room on Roof Level
165515	Elevator G, Passenger	Electric Traction Elevator	4500	HOJ	Public Lobby Elevator, Machine Room on Roof Level
165515	Elevator H, Passenger	Hydraulic Elevator	4500	HOJ	Mechanical Room Basement
165520	Wheelchair Lift	Roped Hydro	750	HOJ	2nd floor Temple Street Entrance

Conveyance Number	Description	Conveyance Type	Permiss. Load Lbs.	Location	Location Detail
106973	Elevator 1, Passenger	Hydraulic Elevator	2100	LAN	Mechanical Room B31, Level 1, Basement Elevator Equipment, Main Building Structure - A, Lancaster Station
99187	Elevator 1, Passenger	Hydraulic Elevator	2150	LHS	Mechanical Room B31, Level B, Elevator Equipment, Structure Building -A, Lost Hills Station
144683	Elevator 1, Passenger	Hydraulic Elevator	2500	LKD	
38177	Dumbwaiter	Dumbwaiter	Landed	MCJ	Stairwell 5071, Elevators / New and Old Side, 8200 Medical Ward - Roof, MCJ
38171	Elevator 1, Passenger	Electric Traction Elevator	2500	MCJ	MCJ, Basement
38172	Elevator 2, Passenger	Electric Traction Elevator	2500	MCJ	MCJ, Basement
38173	Elevator 3, Freight	Electric Traction Elevator	9000	MCJ	MCJ, Basement
61488	Elevator 4, Passenger	Electric Traction Elevator	5000	MCJ	Stairwell 5071, Elevators / New and Old Side, 8200 Medical Ward - Roof, MCJ
38174	Elevator 5, Passenger	Electric Traction Elevator	4000	MCJ	Stairwell 5071, Elevators / New and Old Side, 8200 Medical Ward - Roof, MCJ
38175	Elevator 6, Passenger	Electric Traction Elevator	2500	MCJ	Stairwell 5071, Elevators / New and Old Side, 8200 Medical Ward - Roof, MCJ
38176	Elevator 7, Freight	Hydraulic Elevator	10000	MCJ	MCJ, Basement
59614	Elevator 8, Freight	Electric Traction Elevator	7000	MCJ	Lobby 3028-B, Level 5000, Elevator 8 Landing / New Side, 5000 Floor, MCJ
59615	Elevator 9, Freight	Electric Traction Elevator	7000	MCJ	Lobby 3050-A, Level 5000, Elevator 9 Landing / New Side, 5000 Floor, MCJ
38169	Escalator 1, Esc. 1k-2k Up	Escalator	3722	MCJ	Stairwell ES-1, Escalators 1-3 floors
59639	Escalator 1, Esc. 5k-4k Down	Escalator	5000	MCJ	Lobby 3027, Level 5000, Escalators / New Side
59637	Escalator 2, Esc. 1k-4k Up	Escalator	5000	MCJ	Lobby 3027, Level 5000, Escalators / New Side
38170	Escalator 2, Esc. 2k-1k Down	Escalator	2922	MCJ	Stairwell ES-1, Escalators 1-3 floors
38178	Escalator 3, Esc. 2k-3k Up	Escalator	2922	MCJ	Stairwell ES-1, Escalators 1-3 floors

Conveyance Number	Description	Conveyance Type	Permiss. Load Lbs.	Location	Location Detail
59638	Escalator 3, Esc. 4k-1k Down	Escalator	3000	MCJ	Lobby 3027, Level 5000, Escalators / New Side
38179	Escalator 4, Esc. 3k-2k Down	Escalator	2922	MCJ	Stairwell ES-1, Escalators 1-3 floors
59640	Escalator 4, Esc. 4k-5k Up	Escalator	5000	MCJ	Lobby 3027, Level 5000, Escalators / New Side
59642	Escalator 5, Esc. 9k-5k Down	Escalator	5000	MCJ	Lobby 3027, Level 5000, Escalators / New Side
59641	Escalator 6, Esc. 5k-9k Up	Escalator	5000	MCJ	Lobby 3027, Level 5000, Escalators / New Side
90254	Elevator 100, Passenger	Hydraulic Elevator	2500	NCCF	NCCF, Building 100, Floor 1
90255	Elevator 300, Freight	Hydraulic Elevator	5000	NCCF	NCCF, Building 300, Floor 1
90244	Elevator 500, Passenger	Hydraulic Elevator	3000	NCCF	NCCF, Building 500, Floor 1
90249	Elevator 600, Passenger	Hydraulic Elevator	3000	NCCF	NCCF, Building 600, Floor 1
90251	Elevator 700, Passenger	Hydraulic Elevator	3000	NCCF	NCCF, Building 700, Floor 1
90384	Elevator 800, Passenger	Hydraulic Elevator	3000	NCCF	NCCF, Building 800, Floor 1
904427	Elevator 1, Passenger	Hydraulic Elevator	2500	PDC	Elevator Shaft 108, Level 1, Elevator, Laundry Building, PDC
58989	Elevator 2, Freight	Hydraulic Elevator	6000	PDC	Elevator Shaft 108, Level 1, Elevator, Laundry Building, PDC
36840	Elevator 1, Bakery, Freight	Hydraulic Elevator	7500	PDC-E	Mechanical Room 7, Level B, Elevator Equipment Room, Basement, PDC East Facility
31279	Elevator Kitchen	Hydraulic Elevator	5000	PDC-N	
38236	Elevator 2, Passenger	Electric Traction Elevator	4500	SBI	
38237	Elevator 3, Kitchen	Hydraulic Elevator	7500	SBI	
63049	Elevator 1, Passenger	Electric Traction Elevator	3000	SHQ	Elevator Shaft 101-1, Level 1, Elevator, 1st Floor, Sheriffs Headquarters
63051	Elevator 2, Passenger	Electric Traction Elevator	3000	SHQ	Elevator Shaft 101-2, Level 1, Elevator, 1st Floor, Sheriffs Headquarters
62460	Elevator 3, Passenger	Electric Traction Elevator	3000	SHQ	Elevator Shaft 101-3, Level 1, Elevator, 1st Floor, Sheriffs Headquarters
45560	Elevator 1, Passenger	Hydraulic Elevator	2000	SSB-BEV	2020- Beverly Blvd Los Angeles

Conveyance Number	Description	Conveyance Type	Permiss. Load Lbs.	Location	Location Detail
144191	Elevator 1, Passenger	Electric Traction Elevator	3500	SSB-HDFS	Lobby 118, Level 1, Elevator Lobby, South Center Section - Public, HD Crime Lab
144192	Elevator 2, Passenger	Electric Traction Elevator	3500	SSB-HDFS	Lobby 118, Level 1, Elevator Lobby, South Center Section - Public, HD Crime Lab
144193	Elevator 3, Freight/Service	Electric Traction Elevator	5000	SSB-HDFS	Lobby 120, Level 1, Elevator Lobby, South Center Section - Public, HD Crime Lab
84411	Elevator, Passenger	Hydraulic Elevator	450	STARS	STARS Center, Central Supply Building
99921	Elevator 1, Passenger	Hydraulic Elevator	2500	TEM	Elevator Shaft B9, Level B, Elevator Shaft, Structure A, Temple City Station
106533	Elevator 19, IRC, Passenger	Hydraulic Elevator	3500	TTCF	TTCF, Inmate Reception Center
94219	Elevator 1, Passenger, TTCF 10 Story Parking	Electric Traction Elevator	3500	TTCF	TTCF, 10 Story Parking Structure
94220	Elevator 2, Passenger, TTCF 10 Story Parking	Electric Traction Elevator	3500	TTCF	TTCF, 10 Story Parking Structure
94221	Elevator 3, Passenger, TTCF 10 Story Parking	Electric Traction Elevator	3500	TTCF	TTCF, 10 Story Parking Structure
106521	Elevator 1, Passenger	Electric Traction Elevator	4500	TTCF	Mechanical Room E433, Level 4M, Entrance to Elevator 1 and 2, Tower 1, TTCF
106530	Elevator 10, Tower I, Passenger	Electric Traction Elevator	3500	TTCF	TTCF, Tower 1
106531	Elevator 11, Tower II, Passenger	Electric Traction Elevator	4500	TTCF	TTCF, Tower II
106532	Elevator 12, Tower II, Passenger	Electric Traction Elevator	4500	TTCF	TTCF, Tower II
106523	Elevator 13, Tower II, Passenger	Electric Traction Elevator	7500	TTCF	TTCF, Tower II
100475	Elevator 14, Tower II, Passenger	Electric Traction Elevator	7500	TTCF	TTCF, Tower II
106535	Elevator 15, Tower II, Passenger	Electric Traction Elevator	4500	TTCF	TTCF, Tower II

Conveyance Number	Description	Conveyance Type	Permiss. Load Lbs.	Location	Location Detail
106536	Elevator 16, Tower II, Passenger	Electric Traction Elevator	4500	TTCF	TTCF, Tower II
106537	Elevator 17, Passenger	Electric Traction Elevator	2500	TTCF	Mechanical Room S736, Level 7M, Public Elevators 17 / 18, Tower II, TTCF
106538	Elevator 18, Passenger	Electric Traction Elevator	2500	TTCF	Mechanical Room S736, Level 7M, Public Elevators 17 / 18, Tower II, TTCF
106522	Elevator 2, Passenger	Electric Traction Elevator	4500	TTCF	Mechanical Room E433, Level 4M, Entrance to Elevator 1 and 2, Tower 1, TTCF
106540	Elevator 20, IRC, Passenger	Electric Traction Elevator	3500	TTCF	TTCF, Inmate Reception Center
106534	Elevator 21, Employee Entry, Passenger	Hydraulic Elevator	3500	TTCF	TTCF, Inmate Reception Center
100874	Elevator 25, Dumbwaiter	Dumbwaiter	500	TTCF	TTCF, Inmate Reception Center
100476	Elevator 3, Passenger	Electric Traction Elevator	7500	TTCF	Mechanical Room E434, Level 4M, Entrance to Elevator 3, Tower 1, TTCF
106524	Elevator 4, Passenger	Electric Traction Elevator	7500	TTCF	Mechanical Room E512, Level 5M, Entrance to Elevator 4, Tower 1, TTCF
106525	Elevator 5, Passenger	Electric Traction Elevator	4500	TTCF	Mechanical Room E411, Level 4M, Entrance to Elevator 5/6, Tower 1, TTCF
106526	Elevator 6, Passenger	Electric Traction Elevator	4500	TTCF	Mechanical Room E411, Level 4M, Entrance to Elevator 5/6, Tower 1, TTCF
106527	Elevator 7, Passenger	Electric Traction Elevator	2500	TTCF	Mechanical Room E336-1, Level 3M, Public Elevator 17/18, Tower 1, TTCF
106528	Elevator 8, Passenger	Electric Traction Elevator	2500	TTCF	Mechanical Room E336-1, Level 3M, Public Elevator 17/18, Tower 1, TTCF
106529	Elevator 9, Tower I, Passenger	Electric Traction Elevator	3500	TTCF	TTCF, Tower 1
100878	Elevator M1, Passenger	Electric Traction Elevator	4000	TTCF	Entry / Exit Area M2102, Level 2, M1, M2, Medical Services, TTCF

Conveyance Number	Description	Conveyance Type	Permiss. Load Lbs.	Location	Location Detail
100879	Elevator M2, Passenger	Electric Traction Elevator	5000	TTCF	Entry / Exit Area M2102, Level 2, M1, M2, Medical Services, TTCF
100568	Elevator M3, Passenger	Electric Traction Elevator	5000	TTCF	Entry / Exit Area M3101, Level 3, Elevator Landing M3, Medical Services, TTCF
100901	Handicap Lift 1, Tower II,	Handicap Lift	750	TTCF	TTCF, Tower II
100902	Handicap Lift 2, Tower II,	Handicap Lift	750	TTCF	TTCF, Tower II
100903	Handicap Lift 3, Tower II,	Handicap Lift	750	TTCF	TTCF, Tower II
100904	Handicap Lift 4, Tower II,	Handicap Lift	750	TTCF	TTCF, Tower II
86739	Elevator 1, Passenger	Hydraulic Elevator	2100	WAL	Elevator Shaft 125-1, Level 1, Elevator / Shaft, Structure A, Walnut / Diamond Bar Station
65864	Elevator 1, Passenger	Hydraulic Elevator	1500	WHD	West Hollywood Station, Station Structure - A, Floor 1

**MASTER AGREEMENT
FOR
ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

TABLE OF CONTENTS OF EXHIBITS

EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D Sample Work Order
- E1 Certification of Employee Status
- E2 Certification of No Conflict Of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement
- F Contract Discrepancy Report
- G Invoice Discrepancy Report
- H Application for Access to Custody Facilities
- I Subsequent Executed Work Orders
(Not attached)

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO.: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY COMPLIANCE MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

Contractor's Name

MASTER AGREEMENT NO.: _____

CONTRACTOR PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

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 to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names



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.

☐ Non-Emergency
☐ Emergency

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FACILITIES SERVICES BUREAU**

4700 Ramona Blvd., Monterey Park, CA 91754
Phone (323) 981-6068 Fax (323) 267-6609

SAMPLE WORK ORDER

I. WORK ORDER SOLICITATION

WORK ORDER NO.:		COUNTY MASTER AGREEMENT NO.:	
BID DUE DATE			
CONTRACTOR NAME:			
COUNTY DIRECTOR:			
COUNTY MANAGER:			
PROJECT TITLE:			
PROJECT LOCATION:			
PROJECT DESCRIPTION:			

II. CONTRACTOR'S BID

QTY	DESCRIPTION: (LABOR, EQUIPMENT, PARTS, MATERIAL, ETC.)	U.O.M.	RATE/PRICE	EXTENDED TOTAL
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Attach additional pages to this form if necessary.

SUBTOTAL: NON-TAXABLE	\$
SUBTOTAL: TAXABLE	\$
TAX _____%	\$
TOTAL MAXIMUM AMOUNT	\$

Work Order No.: _____

Master Agreement No.: _____

III. SERVICES

Contractor agrees to satisfactorily perform and complete all tasks and provide all deliverables detailed in this Work Order on a fixed price/not-to-exceed cost per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

Contractor's signature on this Work Order confirms Contractor's awareness of, and agreement with, the provisions of Paragraph 3.5 of the Master Agreement, which establishes that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, Service, or other Work:

- a. that is performed without a fully executed Work Order, and/or
- b. that goes beyond the scope and expiration date of this Work Order, and/or
- c. that exceeds the total maximum amount of this Work Order, regardless of any oral promise made to Contractor by any County personnel.

In accordance Paragraph 2.2.2 of Attachment 1 (Statement of Work) to the Master Agreement, Contractor's intentional gross underbidding or zero-cost bidding of a Work Order solicitation, for the sole purpose of securing a bid award, will be considered non-responsible and therefore null and void, at the sole discretion of the County.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

ONLY COUNTY PROJECT DIRECTOR IS AUTHORIZED TO EXECUTE THIS WORK ORDER FOR THE COUNTY.

WORK ORDER IS NOT VALID WITHOUT PRIOR WRITTEN APPROVAL.

IV. CONTRACTOR'S BID AMOUNT AND ACKNOWLEDGEMENT

Signature: _____

Bid Amount: \$_____

Name: _____

Date: _____

V. COUNTY ACCEPTANCE OF CONTRACTOR'S BID

The County hereby accepts Contractor's bid for the performance of Services under this Work Order and the Master Agreement.

Signature: _____

Date: _____

Name: _____

Title: _____

**ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER
CERTIFICATION OF EMPLOYEE STATUS**

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

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER
CERTIFICATION OF NO CONFLICT OF INTEREST**

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

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES MASTER AGREEMENT WORK ORDER

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: _____

Work Order No.: _____ Master Agreement No.: _____

GENERAL INFORMATION:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of Work under the above-referenced Master Agreement. 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 Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. 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 must 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.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

Elevator and Escalator Maintenance Services
Master Agreement Exhibits
Model Master Agreement No. 743

CONTRACT DISCREPANCY REPORT**TO:** _____**FROM:** _____**DATES:** **Prepared by County:** _____ **Master Agreement No.:** _____ **Received by Contractor:** _____ **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 County Representative_____
Date**COUNTY ACTIONS:** _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

INVOICE DISCREPANCY REPORT

1. INVOICE DISCREPANCY (to be completed by County Project Manager)

Today's Date: _____ Master Agreement No.: _____

Contractor: _____

Phone Number: _____

Invoice Number: _____ Date of Invoice: _____

Description of Issue(s) with Invoice:

Signed: _____ Date: _____

County Project Manager

2. REVIEWED

Signed: _____ Date: _____

County Project Director

3. CONTRACTOR RESPONSE (to be completed by Contractor Project Director)

Date received from County Project Manager: _____

Explanation regarding Issue(s) with Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____

Contractor Project Director

4. COUNTY EVALUATION of Contractor's Response and Action taken.

5. APPROVED BY COUNTY

Date: _____

Date: _____

6. CONTRACTOR NOTIFIED ON _____ Date: _____

INSTRUCTIONS

County Project Manager: Forward IDR to Contractor for investigation and response.

Contractor: Must respond to County Project Manager in writing within five Business Days of receipt of IDR.

County Project Manager: Forward completed IDR to Contracts Unit.

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

- Untruthful or incomplete statements on applications,
- Illegal use of drugs within the past five years,
- Any convictions for drug sales,
- Applicant is currently on Parole/Probation,
- Incarcerated in any prison/jail within the last (5) years,
- Have been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse, or
- Outstanding warrants.

If any of the above applies to you, please provide additional details on the "ATTACHMENT" on page 3 of this form. All information will be verified through a CRIMINAL BACKGROUND CHECK. If the application is denied, only the applicant will be informed of the reason for the denial. Please initial here: _____

Name _____ Social Security # _____

Home Address _____
Street City Zip Code

C.D.L. / I.D. # _____ Date of Birth _____ E-mail _____
(ATTACH COLOR COPY)

Home Phone # _____ Work # _____ Cell # _____

Sex _____ Race _____ Hair _____ Eyes _____ Height _____ Weight _____

Occupation _____ Employer _____

Work Address _____
Street City Zip Code

Requesting Unit _____ Program Name _____

Non-Escort _____ Escort _____ Atty. Room _____ Facility Access _____

Sheriff's Sponsor _____ Date _____

Approved / Disapproved _____ Date _____

CONTACT IN CASE OF EMERGENCY:

Name _____ Relationship _____

Address _____
Street City Zip Code

Telephone # _____ Cell # _____

AFFILIATION:

Name of Organization/Unit _____

Telephone # _____ E-mail _____

What service will you provide? _____

_____ How often? _____

ENTRY CRITERIA:

If you answer **YES** to any question, please provide additional details on the "ATTACHMENT."

1. When was the last time you used drugs? _____
2. Are you currently on Parole/Probation? _____
3. Have you been arrested within the last five years? (Prison/Jail/Youth Authority/Camp) _____
4. Have you ever been in State or Federal Prison? _____
5. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system? If yes, provide the following information:

Name of Inmate	Booking #	Facility	Relationship
----------------	-----------	----------	--------------

6. Have you ever been acquainted with a member(s) of a criminal organization or street gang? _____
7. Have you ever previously applied for or been denied access to a custody facility? _____

Please read carefully before signing:

I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete, and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied. I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in forfeiture of my clearance with the Los Angeles County Sheriff's Department.

Signature: _____ Date: _____

ATTACHMENT

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SUBSEQUENT EXECUTED WORK ORDERS

(NOT ATTACHED BUT INCORPORATED HEREIN BY REFERENCE)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025							
BOARD MEETING DATE	6/3/2025							
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Sheriff's Department							
SUBJECT	Approve a contract with Hitech Systems Inc. dba Pulsiam (Pulsiam)							
PROGRAM	Computer-Aided Dispatch System (System)							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$59,112,999.06</td><td>Funding source: ITLMF/General Fund</td></tr> <tr> <td colspan="2">TERMS (if applicable): Initial term of six years commencing upon the County's final acceptance of the System, with an option to extend for four additional one-year periods.</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$59,112,999.06	Funding source: ITLMF/General Fund	TERMS (if applicable): Initial term of six years commencing upon the County's final acceptance of the System, with an option to extend for four additional one-year periods.		Explanation:	
Total cost: \$59,112,999.06	Funding source: ITLMF/General Fund							
TERMS (if applicable): Initial term of six years commencing upon the County's final acceptance of the System, with an option to extend for four additional one-year periods.								
Explanation:								
PURPOSE OF REQUEST	<p>Approval of a contract with Pulsiam for the implementation of the System and maintenance and support services.</p> <p>Additionally, the Department is requesting Board approval of an appropriation adjustment to use \$18.2M in one-time funding from the County's Information Technology Legacy Modernization Fund (ITLMF) to procure and implement the initial phase of the CAD System project.</p>							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The mission critical System increases the effectiveness of field personnel while reducing audible voice traffic on the Sheriff's radio system by dispatching calls-for-service via mobile digital computers installed patrol cars.</p> <p>On 04/02/25, the Information Technology Investment Board approved \$18.2M in funding from the ITLMF.</p>							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Alex Madera, Assistant Bureau Director, (213) 229-3276, amadera@lasd.org							

June 3, 2025

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 CONTRACT WITH
HITECH SYSTEMS, INC dba PULSIAM**

**FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES, THE USE OF
INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUNDS TO
SUPPORT THE INITIAL PHASE OF THE CAD SYSTEM PROJECT AND
AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2024-25
(ALL DISTRICTS) (4-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 the attached Contract with Hitech Systems Inc. dba Pulsiam (Pulsiam) for the provision and maintenance of a Computer-Aided Dispatch (CAD) System, which handles 911 calls for service and records deputy field observations and activities. Additionally, the Department is requesting Board approval of an appropriation adjustment to use \$18,200,000.00 in one-time funding from obligated fund balance Committed for IT Enhancements, commonly known as the Legacy Modernization Fund (LMF), to procure and implement the initial phase of the CAD System project.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Contract with Pulsiam for the implementation phase of the CAD System project, and for an initial term of six years commencing upon the County's final acceptance of the CAD System, with options to extend for four additional one-year periods at a maximum Contract sum of \$59,112,999.06, over the potential ten-year term.
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 Pulsiam to provide necessary 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 the 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 or as allowed pursuant to the Contract.
3. Approve and authorize the use of \$18,200,000.00 in one-time funding from obligated fund balance Committed for IT Enhancements for (1) the one-time costs associated with the licensing and implementation of the CAD System, (2) the first-year costs to operate and maintain the CAD System incurred while transitioning between the current system and the replacement CAD System, and (3) the one-time communications infrastructure and CAD console equipment needed for the Sheriff's Communication Center (SCC) remodel project.
4. Approve the attached appropriation adjustment (Attachment 1) to add \$18,200,000.00 in Information Technology Infrastructure Fund (ITF) revenue and corresponding appropriation, fully offset by the use of one-time funding from obligated fund balance Committed for IT Enhancements, commonly known as the LMF, to the Department's budget.
5. Find the proposed SCC remodel project is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in the "Environmental Documentation" section of this Board letter and in the record of the project.
6. Authorize the Sheriff or his authorized designee, to begin procuring the necessary consoles and equipment, using Board authorized County procurement

procedures, and complete the necessary improvements using the Department's force account to complete the initial phase of CAD System implementation project.

7. Direct the Department, in collaboration the County's Chief Executive Office (CEO) – Real Estate Division and the County's Internal Services Division, to report back to the Board in writing within 90 days on its finding of the feasibility of two potential sites for a conceptual centralized dispatch model.
8. Direct the Department to work with the CEO's Classification and Compensation Division and report back to the Board in writing within 90 days on a plan to address the Department's personnel needs to support the Department's transition to a fully centralized dispatch model.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department's current CAD ("Legacy System") is a subsystem of the Mobile Digital Communications System (MDCS) and operates 24/7. At conception, its primary purpose was to reduce audible voice traffic on the Department's radio system by dispatching routine calls-for-service via typed messages read by deputies from the Mobile Data Computer (MDC) computer installed in patrol cars. The Legacy System has been a vital piece of communications since implementation, in 1989. Its purposeful reduction of voice radio traffic has enabled field personnel to do their jobs more efficiently and effectively.

The Legacy System is utilized on over 3,000 mobile computers and over 1,300 stationary computers, and enables personnel in the field to receive calls for service, gather critical information, and record field observations through the MDC. In addition, the Legacy System is used to manage all requests for law enforcement assistance and emergency response that are dispatched to Department units throughout the County. It is also the gateway and message processor of over one million inquiries per year for the various local, state, and national law enforcement database systems utilized by the Department. Other functions of the Legacy System's subsystem include an automated deputy activity record, contract minutes tracker, and the transportation manifest for inmates transferred to and from various custody and court facilities within and outside of the County.

The Legacy System is written in near obsolete computer programming languages called Common Business-Oriented Language (COBOL) and Tandem Application Language (TAL). Both languages present extreme challenges due to dated technological capabilities as well as the scarcity of computer programmers proficient in these older

computer codes. While the technology behind the Legacy System was state of the art in the 1980s, the current software and hardware combination is not only antiquated; it has reached its capacity to accommodate new devices and has limited ability to be expanded, updated, or modified. The lack of capacity in the Legacy System prevents the ability to modify the CAD to meet new reporting and transparency requirements mandated by local, state, and federal laws.

Approval of the recommended actions will allow the Department to: (1) replace its unsupported Legacy System with a modern CAD System that will enable the Department to (a) meet new reporting and transparency requirements mandated by local, state, and federal laws, (b) obtain system enhancements to improve CAD System performance, enhance security, and request new System features, and (c) provide the necessary Maintenance and Support (M&S) services throughout the term of the Contract, and (2) modernize its dispatch operations by initiating the Department's transition from a historically decentralized approach towards an efficient and cost-effective state-of-the-art centralized communications structure that is consistent with best practices nationwide.

On April 2, 2025, the Information Technology Investment Board (ITIB) recommended \$18,200,000.00 in funding from the LMF for the implementation of the CAD System and first year of operational costs, as well as for the communications infrastructure and CAD console equipment needed to complete the SCC remodel.

The Department intends to utilize a phased approach to move from a decentralized communications model to the proposed centralized model. As part of the initial phase of the CAD System implementation project, the station dispatcher function, currently performed by Law Enforcement Technicians (LETs) or sworn personnel assigned to patrol stations, will be performed by Public Response Dispatchers (PRDs) assigned to SCC. The Department is in the process of working with the CEO to address the Department's CAD-related staffing needs.

As part of the aforementioned SCC remodel project, the Department intends to reconfigure and refurbish an existing room at SCC to accommodate the relocation of the station dispatcher function to SCC. The scope of work for the project includes, but is not limited to, installation of new dispatch consoles, relocation and/or the addition of power and data ports, communications infrastructure and equipment, and other facility enhancements to make the area capable of housing and supporting a centralized communication center. The Department intends to utilize in-house crafts personnel to refurbish the existing location and will work with various County Departments, such as Internal Services Department and the Department of Public Works, for the design,

procurement, and installation of the new dispatch equipment and required communications infrastructure.

Subsequent phases of the Department's centralization of all emergency communications operations will require on-going support from the Board and the CEO. The Department will continue to work with the CEO to:

- Identify two potential sites to establish two communication centers which would replace the Department's existing SCC, each located in the southern and the northern regions of the County. The establishment of two communication centers would be the final phase of the Department's centralized dispatch model, consolidating all call-taking and dispatching operations into the two geographically separated locations. Both communication centers will be designed to function collaboratively and provide redundancy in the event of an emergency or operational disruption. This strategic centralization enhances operational efficiency, improves coordination and ensures continuity of service.
- Secure the dedicated personnel to effectively support the transition to the final phase of the Department's centralized dispatch model. As part of the final phase, the Department will move all 911 call-taking functions, currently performed by LETs and sworn personnel at each station, and all dispatcher operations currently being performed at SCC, to the two new communication centers. Centralized dispatching operations will require additional dispatching positions, at various levels, to provide adequate coverage throughout the County and enhance operational efficiencies.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal 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; 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 replacement CAD System, allocated over the implementation phase of the CAD System project and the entire 10-year term following County acceptance, is \$59,112,999.06, for which cost will be applied as follows:

	Cost
One-time implementation costs:	\$2,287,300.00
One-time licensing costs:	\$10,070,132.64
Maintenance and Support (M&S) fees in the first year post-implementation ("Year 1"):	\$422,421.73
M&S fees Year 2:	\$3,369,332.51
M&S fees Year 3:	\$3,519,278.05
M&S fees Year 4:	\$3,676,720.86
M&S fees Year 5:	\$3,842,035.82
M&S fees Year 6:	\$4,031,516.53
M&S fees Option-term 1:	\$4,213,776.27
M&S fees Option-term 2:	\$4,405,148.99
M&S fees Option-term 3:	\$4,606,090.36
M&S fees Option-term 4:	\$4,817,078.79
Contract Sum:	\$49,260,832.55
Pool Dollars (20% Contingency) of Contract Sum:	\$9,852,166.51
Maximum Contract Sum:	\$59,112,999.06

Funding for M&S costs beginning the second year post-implementation ("Year 2") through the duration of the contract and its potential option years will be offset by savings resulting from the termination of the existing legacy system (legacy savings) and by operational efficiencies achieved through the new system and/or the consolidation of existing processes. These cost savings will be evaluated during the implementation phase. Should any funding gaps arise, requests will be made through the annual budget process and evaluated based on available funding and numerous competing priorities.

The allocation of Pool Dollars will be used to provide the County as-needed "Optional Work" throughout the term of the Contract to cover CAD System-related optional goods and/or services in the event of unforeseen emergencies or potential changes to future service requirements. Funding for additional work covered under this twenty percent contract contingency, funded by Pool Dollars as available, will be requested as part of the annual budget process, and considered based on available funding and numerous competing priorities.

Further, the Contract includes a twenty percent payment “Holdback” for each Deliverable received by the County during implementation. Holdbacks will be due and payable to Contractor only upon Contractor’s receipt of a formal “Final System Acceptance” from the County. All M&S fees will be paid quarterly in arrears.

Approval of the attached appropriation adjustment will add \$18,200,000.00 in ITF revenue and appropriation, fully offset by the use of one-time funding from obligated fund balance Committed for IT Enhancements, commonly known as the LMF, to the Department’s budget to support the first phase of the project, as detailed below:

One-time implementation and licensing costs:	\$12,357,432.64
First year post-implementation (“Year 1”) costs to operate and maintain CAD System:	\$422,421.73
SCC remodel:	\$5,420,145.63

With the Board’s approval of this action in June 2025 it is anticipated that there will be no financial impact to the Department’s budget in FY 2024-25, as the approximately \$18,200,000.00 in anticipated cost is fully offset by funding provided by the ITIB. Any unspent balance will be requested for reappropriation in subsequent fiscal years as part of the annual budget process.

The Department will work with the CEO throughout the duration of the Contract to request sufficient appropriations in the Department’s operating budget to address both the one-time and ongoing costs associated with the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

During the term of the Contract but not before the end of the fifth year of the Contract following Final System Acceptance, Pulsiam will conduct a Technology Refresh for all or any subset of the CAD System, as determined by the County. The Technology Refresh is intended to update key CAD System components with the most contemporaneous and advanced technologies currently available. To implement any Technology Refresh, the County and Pulsiam will execute a Change Notice or Amendment, payable by the County utilizing Pool Dollars.

The CEO’s Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

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 has reviewed the proposed Contract and Board letter and recommends approval of these actions. The CIO analysis is attached (Attachment 2).

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

ENVIRONMENTAL DOCUMENTATION

The proposed SCC remodel project is categorically exempt from CEQA. The proposed activity, which includes interior renovations and equipment installation have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a) of the State CEQA Guidelines and Class 1(d) of the County's Environmental Document Reporting Guidelines Appendix G, relating to the repair, maintenance and minor alteration of existing facilities, replacement of existing features, installation of new equipment, and variances for minor modification of parking facility development standards.

The SCC remodel project will have negligible or no expansion of use, and replacement features will have the same purpose and capacity. In addition, based on the record of the proposed project, it will comply with all applicable regulations; is not in a sensitive environment; and there are no cumulative impacts, unusual circumstances, damages to scenic highways, listings on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Register-Recorder/County Clerk in accordance with Section 21152 of the California Public Resource Code.

CONTRACTING PROCESS

On May 2, 2023, the Department released Request for Proposals (RFP) Number 499-SH for a replacement CAD System. The Department received four proposals in response to the RFP.

The evaluation committee comprised various subject matter experts from the County. The committee independently reviewed and scored the proposals based on predefined

evaluation criteria in accordance with the Board's informed averaging guidelines. Areas of evaluation included proposer's experience and capability, technical review, management approach, proposed solution's functionality, and cost.

After completing the evaluation process, it was determined that Pulsiam was the most qualified and responsive proposer. Therefore, it is recommended that the Board approve the Contract and the requested delegations.

The proposed contract includes language to allow other public law enforcement/public safety agencies to purchase products or services defined in the contract under the same terms and conditions as the County, subject to any applicable local purchasing ordinances and laws of the State of California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure that centralized mission-critical CAD Services utilized throughout the Department and the County operate with modern and efficient technologies that enable and enhance the Department's ability to provide the services the constituents of the County expect and deserve.

CONCLUSION

Upon approval by the Board, please return a copy of the adopted 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
CHIEF INFORMATION
OFFICER

June 03, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

SHERIFF'S DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2024-25

4 - VOTES

SOURCES

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL \$ 54,600,000

USES TOTAL \$ 54,600,000

JUSTIFICATION

This appropriation adjustment will use \$18,200,000 in one-time funding from obligated fund balance Committed for IT Enhancements to transfer to the Information Technology Infrastructure Fund (ITF). ITF will transfer the \$18,200,000 to the Sheriff – General Support Services budget unit to increase Sheriff Department's Services and Supplies and Capital Assets – Equipment appropriation, totaling \$18,200,000, to fund the Computer - Aided Dispatch System Project.

Richard F. Martinez Digitally signed by Richard F. Martinez
Date: 2025.04.30 07:57:00 -07'00'

AUTHORIZED SIGNATURE RICHARD F. MARTINEZ, ASST. DIV. DIRECTOR

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---
☐ ACTION
☐ RECOMMENDATION

AUDITOR-CONTROLLER BY
B.A. NO. DATE

☐ APPROVED AS REQUESTED
☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER BY
DATE

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FY 2024-25

4 - VOTES

SOURCES		USES	
GENERAL FUND		NONDEPARTMENTAL SPECIAL ACCOUNTS	
A01-3052		A01-CB-6100-13690	
COMMITTED FOR IT ENHANCEMENTS		OTHER FINANCING USES	
DECREASE OBLIGATED FUND BALANCE	18,200,000	INCREASE APPROPRIATION	18,200,000
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND		INFORMATION TECHNOLOGY INFRASTRUCTURE FUND	
B16-AO-96-9911-40033		B16-AO-6100-40033	
OPERATING TRANSFERS IN		OTHER FINANCING USES	
INCREASE REVENUE	18,200,000	INCREASE APPROPRIATION	18,200,000
SHERIFF - GENERAL SUPPORT SERVICES		SHERIFF - GENERAL SUPPORT SERVICES	
A01-SH-96-9911-15681-15687		A01-SH-2000-15681-15687	
OPERATING TRANSFERS IN		SERVICES & SUPPLIES	
INCREASE REVENUE	18,200,000	INCREASE APPROPRIATION	16,317,000
		SHERIFF - GENERAL SUPPORT SERVICES	
		A01-SH-6030-15681-15687	
		CAPITAL ASSETS - EQUIPMENT	
		INCREASE APPROPRIATION	1,883,000
SOURCES TOTAL	\$ 54,600,000	USES TOTAL	\$ 54,600,000



**Chief
Information
Office**

Peter Loo
CHIEF INFORMATION OFFICER

DRAFT

Attachment II

CIO

ANALYSIS

BOARD AGENDA DATE:

6/3/2025

SUBJECT:

APPROVAL OF CONTRACT WITH HITECH SYSTEMS, INC dba PULSIAM FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES, THE USE OF INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUNDS TO SUPPORT THE INITIAL PHASE OF THE CAD SYSTEM PROJECT, AND AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2024-25

CONTRACT TYPE:

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

SUMMARY:

Description:

The Los Angeles County Sheriff's Department (LASD) is seeking the Board of Supervisors (Board) approval and execution of an up to ten-year contract with Hitech Systems Inc. dba Pulsiam (Pulsiam) for the provision and maintenance of a Computer-Aided Dispatch (CAD) System, which handles 911 calls for service and records deputy field observations and activities, as well as one-time communications infrastructure and CAD console equipment needed for the Sheriff's Communication Center (SCC) remodel project that will facilitate a new centralized dispatch architecture.

LASD is also requesting delegated authority 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 Pulsiam to provide necessary 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 the 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 or as allowed pursuant to the Contract.

Additionally, LASD is requesting Board approval of an appropriation adjustment to use \$18,200,000.00 in one-time funding from obligated fund balance Committed for IT Enhancements, commonly known as the Legacy Modernization Fund (LMF), to procure and implement the initial phase of the CAD System project.

Contract Amount: Maximum contract sum is not to exceed \$59,112,999.06 for the entire Contract Term.

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Software ¹	\$ 10,070,132.64
Services ²	\$ 2,287,300.00

Ongoing annual costs³

Maintenance & Support – Year 1	\$ 422,421.73
Maintenance & Support – Year 2	\$ 3,369,332.51
Maintenance & Support – Year 3	\$ 3,519,278.05
Maintenance & Support – Year 4	\$ 3,676,720.86
Maintenance & Support – Year 5	\$ 3,842,035.82
Maintenance & Support – Year 6	\$ 4,031,516.53
Maintenance & Support – Year 7	\$ 4,213,776.27
Maintenance & Support – Year 8	\$ 4,405,148.99
Maintenance & Support – Year 9	\$ 4,606,090.36
Maintenance & Support – Year 10	\$ 4,817,078.79

Pool Dollars ⁴	\$ 9,852,166.51
---------------------------------	-----------------

Sub-total Contract Costs: \$ 59,112,999.05

SCC Remodel costs:

One-time costs

Services & Purchases ⁵	\$ 5,420,145.63
---	-----------------

Sub-total SCC Remodel costs: \$ 5,420,145.63

Total one-time costs:..... \$ 17,777,578.27

Total ongoing annual costs:..... \$ 36,903,399.90

Notes:

¹ Software includes perpetual licenses for SafetyNet One (\$9,980,482.64) and ArcGIS Monitor, Knowledge server, and Notebook server advanced (\$89,650).

² Services, including project management, performed as part of the first phase implementation and outlined in the Statement of Work as Deliverables 1-15. 20% holdback on all, due upon final acceptance.

³ Software Maintenance & Support (M&S) for SafetyNet One, ArcGIS platforms, and Microsoft Unified Support calculated at 5% increases year over year (with the former two including M&S in the license for Year 1). AWS Cloud and support costs calculated as constant for the life of the agreement, while Megaport support increases by 25% from Year 6.

⁴ Calculated at 20% of the total contract cost.

⁵ Estimated cost for the installation of new dispatch consoles, relocation and/or the addition of power and data ports, communications infrastructure and equipment, and other facility enhancements to make the area capable of housing and supporting a centralized communication center.

ANALYSIS, RISKS, AND RECOMMENDATIONS:

1. **Quality, Cost, and Schedule:** LASD needs to start work on implementing a replacement system as soon as possible. The current legacy environment has already failed twice in 2025 and will almost certainly suffer another outage before a new system can be brought online. LASD released Request for Proposals (RFP) Number 499-SH for a CAD System two years ago (05/02/23) to replace their technically obsolete and unsustainable legacy platform. Of the four qualified proposals received, Pulsiam was actually the second highest scorer. However, during the testing phase of the RFP, the leading vendor was disqualified for their unresponsiveness. Pulsiam was then given the opportunity to stand up an environment and proved successful in LASD's testing. So, while not the lowest cost solution for the County, the platform has proven to be able to best meet all the business requirements of the department. SafetyNet One is a commercial off the shelf (COTS) product, but Pulsiam was able to make custom modifications as needed by LASD. While this potentially raised some concerns about the long term supportability of a bespoke solution, the vendor mitigated such concerns by integrating any custom County features into their generally available product offering.
2. **Project Management, Governance, and Resources:** A strong project governance and steering committee, chaired by the executive sponsor, is needed to adhere to project scope, schedule, and budget. The Pulsiam contract provides for formal project management on the part of the vendor, and LASD has identified a County Project Manager, as well as support from their Office of Technology Planning, to work with the Contractor Project Manager and business stakeholders, and manage scope changes, risks, and contract performance. LASD should consider the Public Safety Deputy Chief Information Officer as part of the governance structure.
3. **System Interfaces and Integrations:** The County Project Manager must closely work with other support teams and partner agencies to develop a comprehensive project plan, testing strategy, and test plan to conduct thorough system integration testing to validate interface processes work as expected. This plan should identify each system, testing activities, dependencies, and the needed internal and external technical resources. Also, the County Project Manager should plan and secure necessary external and internal resources to complete end-to-end integration testing and closely coordinate these activities.
4. **Staffing and User Training:** Transitioning from a decentralized to centralized dispatch architecture will require different staffing levels and job requirements. Activities to reclassify positions and bestow the appropriate training on the new or migrated staff is essential and stands in the critical path of a successful and timely complete cutover to the new system.

- 5. Contract Risks:** Pulsiam is a privately held company with a comparatively small footprint in the United States, but they do have sizeable, high-volume implementations abroad (Mexico). A review of their domestic financial disclosures showed that their revenues relative to the size of this contract were very small. Given that their size creates concerns regarding potential insolvency and acquisition, Auditor-Controller suggested financial mitigation through a surety/performance bond. County Counsel pointed out the potential difficulty in proving and collecting on any such bond and how such insurances have fallen out of favor. In contrast, LASD points to Pulsiam's Dun and Bradstreet Business Credit Report, showing them as a low risk. In the end, the greatest risk is perhaps analysis paralysis and continuing to keep the status quo. LASD should assess whether having such a bond adds any value for them and whether or not it's worth any additional cost or delay that results from pursuing it with the vendor.
- 6. Scale and Interoperability:** It's worth noting that the Los Angeles County Fire Department is also currently seeking to replace their legacy CAD System. While the agencies met and ruled out a single, joint CAD system as an option, the possibility of sharing a common vendor platform (but with different tenants) is still viable and would introduce potential cost, effort, and time savings. As such, this Pulsiam contract has provisions included that would allow other agencies to use it for their own contract vehicle.

PREPARED BY:

DAVID CHEN, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, CHIEF INFORMATION OFFICER

DATE

DRAFT

CONTRACT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HITECH SYSTEMS, INC. dba PULSIAM

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HITECH SYSTEMS, INC. dba PULSIAM
FOR
COMPUTER-AIDED DISPATCH (CAD) SERVICES**

This Contract (Contract) made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and Hitech Systems Inc. dba Pulsiam (Contractor), located at 16030 Ventura Blvd., Suite 250, Encino, CA 91436.

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 (as defined below) contemplated herein; and

WHEREAS, the County issued a Request for Proposals (hereinafter RFP) for the provision, implementation, maintenance and support of a Computer-Aided Dispatch (CAD) System (System) Solution (Solution) for the Los Angeles County Sheriff's Department (hereinafter Department); and

WHEREAS, Contractor has submitted a proposal to the County for the provision, implementation, and maintenance and support of the CAD Solution, based on which Contractor has been selected for recommendation for award of this Contract.

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, G1, G2, G3, H, I, and J 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 this Contract and then to the Exhibits and Attachments according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Solution Requirements
Exhibit C	Service Level Agreement
Exhibit D	Pricing Schedule
Exhibit E	Contribution and Agent Declaration Form
Exhibit F1	County's Administration
Exhibit F2	Contractor's Administration
Exhibit G	Forms Required at the Time of Contract Execution
Exhibit H	Jury Service Ordinance
Exhibit I	Safely Surrendered Baby Law
Exhibit J	Contract Discrepancy Report

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 10.3 (Amendments), below, and signed by authorized representatives of both parties.

2.0 DEFINITIONS

2.1 Standard Definitions:

The terms and phrases in this Paragraph 2.1, 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.

- 2.1.1 Acceptance: The County's written approval of any Tasks, subtasks, Deliverables, goods, Services or other Work, including Acceptance Tests and any Change Notices, provided by Contractor to the County pursuant to this Contract.
- 2.1.2 Acceptance Criteria: Criteria for the County's Acceptance of Contractor's Work under this Contract, including any Change Notices executed hereunder.
- 2.1.3 Acceptance Test: Has the meaning set forth in Paragraph 12.1 (Acceptance Tests) of this Contract.

- 2.1.4 Additional Products: Additional components of System Software, System Hardware, and related Documentation that Contractor must provide upon the County's request therefore in accordance with Paragraph 3.3.4 (Optional Work) of this Contract, for the System to meet both existing or future Solution Requirements specified by the County, which will update Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule). 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.
- 2.1.5 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 10.0 (Amendments and Change Notices) of this Contract.
- 2.1.6 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.
- 2.1.7 Application Software (CAD): The Baseline Software, Application Modifications, Replacement Products and as applicable, any Third-Party Software provided therefor, and/or all Documentation thereto, having achieved Final Acceptance, and any other software that Contractor licenses, develops, provides, implements, maintains, and/or supports in accordance with the requirements under this Contract.
- 2.1.8 Baseline Software: The commercially available version(s) of Contractor's proprietary software, related Documentation, and any updates, enhancements, or new versions commercially released during Solution Implementation, which Contractor must modify and implement as part of Solution Implementation to meet some or all Solution Requirements.
- 2.1.9 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.
- 2.1.10 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. All Change Notices must be approved and executed in accordance with Paragraph 10.0 (Amendments and Change Notices) of this Contract.

- 2.1.11 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.
- 2.1.12 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 Solution Implementation or as part of Optional Work for the Solution to meet existing or future Solution Requirements specified by the County.
- 2.1.13 Contract Sum: The total monetary amount authorized to be payable by the County to Contractor under this Contract, as set forth in Paragraph 6.0 (Contract Sum) of this Contract. This Contract Sum cannot be adjusted for any costs or expenses whatsoever by Contractor.
- 2.1.14 Contract: This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Services to be performed. This Contract sets forth the terms and conditions for the issuance and performance of all Tasks, Deliverables, Services and other Work.
- 2.1.15 Contractor: The legal entity that has entered into an agreement with the County to perform or execute the Work covered by this Contract.
- 2.1.16 Contractor Project Manager: The person designated by Contractor to administer Contract operations under this Contract.
- 2.1.17 County Materials: Has the meaning set forth in Paragraph 90.1 (County Materials) of this Contract.
- 2.1.18 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 to County Project Director will mean, "County Project Director or his/her authorized designee."
- 2.1.19 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 his/her authorized designee."
- 2.1.20 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 Solution Implementation or Optional Work for the Solution to meet existing or future Solution Requirements specified by the County. Once accepted and approved by the County, Customizations will become part of, and be deemed, Application Software for the purpose of this Contract.

- 2.1.21 Data Conversion: Tasks and Deliverables associated with the conversion of the County's existing data as part of Solution Implementation Services, as further specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.22 Day(s): Calendar day(s) unless otherwise specified.
- 2.1.23 Deficiency; Deficiencies; Defect(s): Any 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.
- 2.1.24 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, Downtime or any Solution Performance Deficiency, as further specified in Exhibit C (Service Level Agreement) to this Contract.
- 2.1.25 Deliverable: Items and/or Services provided or to be provided by Contractor under this Contract, including any of the numbered Deliverables set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.26 Disaster: A catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) and/or Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.27 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 13.1 (General Warranties) of this Contract.
- 2.1.28 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.

- 2.1.29 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.
- 2.1.30 Final Acceptance: The County's Acceptance of full Solution Implementation consistent with the Solution Requirements hereunder as evidenced by the County's written approval in accordance with the terms of this Contract of the designated Deliverable under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.31 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.32 Go-Live or "Production Cutover": The cutover of the Solution to the Production Environment pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.33 Hardware Upgrade: Any addition to, or replacement of, any component of the Solution Hardware available or made available after the initial Go-Live of the Solution, in order to comply with Exhibit A (Statement of Work), Attachment A.1 (Tasks and Deliverables), Exhibit B (Solution Requirements), Exhibit C (Service Level Agreement) and/or any of the specifications set forth in this Contract.
- 2.1.34 Holdback: Has the meaning set forth in Paragraph 7.1.7 (Holdbacks) of this Contract.
- 2.1.35 Implementation Period: The period from the Effective Date of this Contract through the Solution's Final Acceptance by the County.
- 2.1.36 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 Implementation or Optional Work.
- 2.1.37 License: The terms and conditions granting the County and its Users rights to use the Application Software licensed by Contractor for use under this Contract as specified in Paragraph 11.2 (License) of this Contract.
- 2.1.38 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.
- 2.1.39 Maintenance Period: The period from Final Acceptance through the end of the Term of this Contract.

- 2.1.40 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 3.3.4 (Optional Work) of this Contract.
- 2.1.41 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.
- 2.1.42 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), Attachment A.1 (Tasks and Deliverables) and Exhibit C (Service Level Agreement).
- 2.1.43 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 3.3.4 (Optional Work) and identified appropriately in Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule).
- 2.1.44 Pool Dollars: The amount allocated under this Contract for the provision by Contractor of Optional Work throughout the entire Term of this Contract.
- 2.1.45 Production Environment: The Solution Environment set up by Contractor as part of Solution Implementation pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for Production Use of the Solution.
- 2.1.46 Production; Production Use: The actual use of the Solution by the County and its Users for the performance of their operations commencing upon Production Cutover.
- 2.1.47 Professional Services: Includes training, consulting Services, programming and/or other Services requiring professional expertise that Contractor provides, upon the County's request in the form of Optional Work in accordance with Paragraph 3.3.4 (Optional Work) of this Contract.
- 2.1.48 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.
- 2.1.49 Project: The implementation, maintenance and support for the Solution, and any other related Work provided by Contractor in accordance with the terms of this Contract.
- 2.1.50 Replacement Product: Any software or maintained hardware product for which Contractor must replace any or all components of the Licensed

Software or hardware during the Term of this Contract, as further specified in Paragraph 13.4 (Continuous Product Support) of this Contract.

- 2.1.51 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.
- 2.1.52 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.
- 2.1.53 Services: Services related to Solution Implementation, M&S, any Services that are part of Optional Work, and any other Services that may be provided by Contractor under this Contract.
- 2.1.54 Software Updates: Includes any additions to and/or replacements to the Solution Software, available or made available subsequent to the first Go-Live of the Solution, 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.
- 2.1.55 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.
- 2.1.56 Solution Availability: During any calendar month wherein, the Solution is not experiencing Downtime, as described in Exhibit C (Service Level Agreement) to this Contract.
- 2.1.57 Solution Environment: The architectural and operational environment(s) (whether cloud-based and/or Contractor-installed County-owned hardware) for the Solution provided by Contractor to the County as part of the Solution, and related Documentation, which includes, but is not limited to, the Production Environment, Test Environment, and Client Environment.
- 2.1.58 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, supported, and upgraded (as applicable) by Contractor under this Contract.
- 2.1.59 Solution Implementation: All goods and Services for implementing the Solution, including, but not limited to, Solution Environment setup, installation of the System Hardware, Licenses for Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance

Tests, training and any other Work to be provided by Contractor as part of the Solution Implementation pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), in order to meet the requirements of this Contract up to and including Final Acceptance.

- 2.1.60 Solution Migration: Tasks and Deliverables associated with the migration from the County's existing systems to the Solution, as further specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.61 Solution Requirements: The "Requirements" as listed in Exhibit B (Solution Requirements) to this Contract.
- 2.1.62 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.
- 2.1.63 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 this Contract.
- 2.1.64 Subcontract: An agreement between Contractor and a 3rd party to provide goods and/or Services to fulfill Contractor's performance under this Contract.
- 2.1.65 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.66 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 terms of this Contract.
- 2.1.67 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.
- 2.1.68 System Software: All Application Software and Operating Software, and related Documentation, provided by Contractor to the County as part of the Solution and residing in the Solution Environment, and does not include the firmware.
- 2.1.69 Task; Subtask: One of the areas of work to be performed under this Contract, including but not limited to those enumerated as Tasks and Subtasks in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).
- 2.1.70 Technology Refresh: Has the meaning set forth in Paragraph 3.5 (Technology Refresh) of this Contract.

- 2.1.71 Term: Has the meaning set forth in Paragraph 5.0 (Term of Contract) of this Contract.
- 2.1.72 Test Environment: The component of the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for non-Production Use of the Solution, including software development, installation, testing of software and Interfaces, and training.
- 2.1.73 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.
- 2.1.74 User: Any person authorized by the County to access or use the Solution in accordance with this Contract.
- 2.1.75 Version Release: Contractor's Application Software major version upgrade which may contain new software functionalities and features and/or System compatibilities.
- 2.1.76 Work: All Tasks, Subtasks, Deliverables, goods, Services, and other Services provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including Solution components, Solution Implementation Services, M&S Services, and Optional Work.
- 2.1.77 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 11.1.4 (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 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 11.0 (Ownership and License) of this Contract.

3.3.2 Implementation

Contractor must provide Solution Implementation Services, including, but not limited to, System Environment setup, software installation, Programming Modifications, Data Conversion, testing, training, Cloud-based hosting services (if applicable), direct network connectivity to the County's data center, and any other Services through Final Acceptance of the Solution, as required for the successful implementation of the Solution and specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and elsewhere in this Contract.

3.3.3 Maintenance and Support (M&S)

Contractor must provide to the County M&S in accordance with the terms of this Contract, Exhibit C (Service Level Agreement), Exhibit A (Statement of Work), and all attachments thereto. M&S Support obligations will commence upon the Go-Live, will continue through the Final Acceptance of the Solution, and until the termination or expiration of this Contract.

3.3.4 Optional Work

Upon the County's written request and execution of a Change Notice pursuant to the terms of this Contract, Contractor must provide Optional Work, including Programming Modifications, Additional Products, Training, and/or hardware installation and configurations Services, in accordance with this Paragraph 3.3.4 (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. Future hardware purchases, installation, and configuration services for the six-year anniversary Technology Refresh (see Paragraph 3.5 below) must be delivered by Contractor as Optional Work pursuant to an executed Change Notice.

Notwithstanding the above, any programming gaps that are discovered during implementation that were not identified by Contractor as part of their proposal submission, must be remedied by Contractor and will not be considered Optional Work nor require any additional payment from County.

Upon the County's request and Contractor's concurrence to provide the Optional Work, Contractor must provide to the County within ten Business Days of such request, or 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 Exhibit D (Pricing Schedule) to this Contract.

Contractor's quotation will be valid for a minimum of 90 Days from submission. Contractor must commence the Optional Work following agreement by the parties with respect to the scope of Optional Work and the Maximum Fixed Price, utilizing an executed Change Notice pursuant to Paragraph 10.0 (Amendments and Change Notices) of this Contract.

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, (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, and (iv) Schedule D.1 (Optional Work Schedule) to Exhibit D (Pricing Schedule) will be updated accordingly to add the items of such completed and approved Optional Work.

Optional Work may be performed by Contractor: a) at no additional cost to the County as part of Solution Implementation or M&S, or b) at the applicable pricing terms set forth in Exhibit D (Pricing Schedule) to this Contract, payable by the County utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 10.0 (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 will not increase M&S fees under this Contract.

Any Change Notice executed pursuant to this Paragraph 3.3.4 (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 Change Notice.

3.4 Addition And Deletion of Hardware

3.4.1 Contractor agrees that any addition or deletion of hardware before completion of Solution Implementation, as solely determined by County Project Manager, requires a Change Notice. Any added hardware must be invoiced at the equipment unit prices stated in Exhibit D (Pricing Schedule) to this Contract.

3.4.2 Contractor agrees that any addition or deletion of hardware after CAD Solution Final Acceptance, requires a Change Notice. Any added hardware after Final Acceptance must be invoiced at the lowest available market price plus a not-to-exceed handling fee of 5%.

3.5 Technology Refresh

3.5.1 The parties will agree to a written Technology Refresh Implementation Strategy (TRIS) pursuant to Task 1 (Project Plan and Management) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).

The TRIS 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 At the conclusion of the fifth year of this Contract following Final Acceptance, the County and Contractor agree to conduct a hardware/software replacement (Technology Refresh) for all or any subset of the Solution components as determined solely by County Project Director. 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 utilizing Pool Dollars. Contractor must secure the lowest possible pricing for the Technology Refresh, minus any bulk purchase discounts as applicable, plus a not-to-exceed 5% markup for handling (e.g., purchasing and administration, setup/configuration, and removal of old replacement hardware). The not-to-exceed 5% 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 this Contract following Final Acceptance. 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 remedies for any Downtime resulting from any Technology Refresh), provided Contractor is fully compliant with the agreed-upon processes described in the TRIS.

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 must meet the requirements of the applicable Change Notice. Solution tests must test, among others, the Solution's functionality, integration and interfacing, volume endurance, System performance, and User Acceptance, as applicable.

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.

The County will be responsible for providing platform-independent Application Performance Interface (API) and Documentation to support Contractor's development of any such Interface.

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 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 PROJECT PLANNING

- 4.1 Contractor must implement the Solution in accordance with the Detailed Work Plan set forth in the Project Control Document (PCD), developed and delivered pursuant to Task 1 (Project Plan and Management) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work). The Detailed Work Plan must, at a minimum, include the following items:

- a. Tasks,
- b. Subtasks,
- c. Deliverable Number,
- d. Description,
- e. Due date,
- f. Milestones achieved,
- g. Pay points,
- h. Task relationships including where applicable finish to start (FS), start to start (SS), finish to finish (FF), start to finish (SF), and critical path,
- i. Associated or dependent Deliverable,
- j. Timeline, and
- k. Any other items reasonably required for the Solution, by the County, under this Contract.

4.2 Deliverable Milestones, Deliverables

The PCD must identify certain critical Deliverables as “milestones”, as determined by the County. Approval of Deliverables will not be unreasonably withheld or delayed by the County. The County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

All Deliverables, including all Deliverable milestones, will be deemed completed for purposes of this Paragraph 4.2 (Deliverable Milestones, Deliverables), on the earliest date that all of the Tasks, Subtasks, Deliverables, goods, Services and other Work required for the completion of such Deliverable are completed and delivered to the County, provided that all of such Tasks, Subtasks, Deliverables, goods, Services and other Work required for the completion of such Deliverable are thereafter approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above, without prior rejection by the County or significant delay in the County’s approval thereof, which delay is the result of Contractor’s failure to deliver such Tasks, Subtasks, Deliverables, goods, Services and other Work in accordance with the terms hereof.

For purposes of this Paragraph 4.2 (Deliverable Milestones, Deliverables), the determination of whether a Deliverable has been completed and is approved, and of the date upon which such Deliverable was completed, will be made by County Project Director as soon as practicable after the County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

5.0 TERM OF CONTRACT

5.1 The Term of this Contract will commence upon the County's Final Acceptance of the CAD Solution, for a term of six years unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).

5.2 At the end of the Initial Term, the County may, at its sole option, extend the Term of this Contract for four additional 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. Each such Option Term will be exercised in accordance with Paragraph 10.3 (Amendments) of this 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 databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise any Contract term extension options.

5.3 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 F1 (County's Administration) to this Contract.

6.0 CONTRACT SUM

6.1 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 the County hereunder will not exceed \$59,112,999.05, as further detailed in Exhibit D (Pricing Schedule) to this Contract, unless this Contract Sum is modified pursuant to a duly approved Amendment to this Contract by the County's and Contractor's authorized representatives pursuant to Paragraph 10.0 (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 under this Contract, including all Solution Implementation Services*, Solution components, M&S, and any Optional Work.

*Any additional programming gaps that are discovered during Implementation that were not identified by Contractor as part of their proposal submission, must be

remedied by Contractor at Contractor's sole expense and without any unnecessary delay.

6.1.1 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 prior express written approval.

6.1.2 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 F1 (County's Administration) to this Contract.

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

Contractor must 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.

6.2 Solution Implementation

6.2.1 Cost of Solution Implementation

The County will reimburse Contractor for the cost of Solution Implementation, which will include, but not be limited to, all goods and Services for implementing the Solution (e.g., Solution Environment setup, installation of the System Hardware, License(s) for the Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests, training, and any other Work provided by Contractor hereunder). All payments by the County to Contractor for Solution Implementation will be paid on a per-Deliverable basis, as applicable, in accordance with the payable Deliverables identified in the PCD as "milestones", and pricing set forth in Exhibit D (Pricing Schedule) to this Contract.

6.2.2 Deliverable Milestones

A milestone will be deemed completed for purposes of this Paragraph 6.2.2 on the earliest date that all the Tasks, Subtasks, Deliverables, goods, Services, and other Work required for completion of such milestone are completed and delivered to the County, and thereafter approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above. The determination of whether a Deliverable milestone has been completed, and the date upon which such Deliverable was approved, will be made by County Project Director as soon as practicable in accordance with Paragraph 3.6 (Testing of Work) above, after the County is informed by Contractor that such Deliverable has been completed, and is given all the necessary information, data, and documentation to verify such completion.

6.2.3 Credits to County

Contractor agrees that delayed performance by Contractor will cause damages to the County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor will be liable to the County for liquidated damages in the form of credits as specified in this Paragraph 6.2.3 (Credits to County). Parties agree these credits are fair and reasonable estimate(s) of such damages. Any amount of such damages is not and will not be construed as penalties and, when assessed, will be deducted from the County's payment that is due.

The County will be entitled to receive credit against any or all amounts due to Contractor under this Contract or otherwise, in the total amount of \$500 for each day after the due date for each occasion upon which a payable Deliverable identified in the PCD as a "milestone" has not been completed by Contractor within 15 Days after the due date. Notwithstanding the foregoing, the County will not demand any credit for Contractor's delays which are a result of delays caused by acts or omissions of the County, nor for any delays regardless of cause that may otherwise be approved in writing at the sole discretion of County Project Director. All the foregoing credits will apply separately, and cumulatively, to each milestone in the project schedule. Pursuant to this Paragraph 6.2.3, County Project Director, in their sole discretion, will assess whether credits are due to the County.

6.2.4 Termination

In addition to any other remedies available to the County under this Contract, if any Deliverable identified as a milestone is not completed within 30 Days after the applicable due date set forth in the project schedule and thereafter is not approved in writing by the County pursuant to Paragraph 3.6 (Testing of Work) above, other than as a result of delays caused solely by acts or omissions of the County, and unless County Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion to extend such due date, then the County may, upon notice to Contractor, terminate this Contract for default in

accordance with Paragraph 22.0 (Termination for Default) or for convenience in accordance with Paragraph 21.0 (Termination for Convenience) of this Contract, as determined in the sole discretion of the County.

6.2.5 Maintenance & Support (M&S)

Service Fees for provision of M&S Services by Contractor to the County, will be paid to Contractor by the County commencing upon Final Acceptance, as provided in Exhibit D (Pricing Schedule) to this Contract. Service Fees, including all components thereof, will not exceed the amounts specified in Exhibit D (Pricing Schedule) to this Contract.

6.2.6 Non-Appropriation of Funds

The County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. 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 County's future Fiscal Years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then the County will, at its sole discretion, either: (i) terminate this Contract as of June 30 of the last Fiscal Year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. The County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

7.0 INVOICES AND PAYMENTS

7.1 Invoices

Contractor must invoice the County in accordance with Exhibit D (Pricing Schedule) to this Contract: (i) for Solution Implementation, broken down by Deliverables, payable following completion by Contractor and approval by the County of each such Deliverable, (ii) for M&S, the annual fee to be paid in advance for Service fees commencing upon Final Acceptance, and (iii) 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.

7.1.1 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 Exhibit D (Pricing Schedule) to this Contract. All invoices and supporting documents under this Contract must be submitted to the person designated and the address specified in Exhibit F1 (County's Administration) as County Project Manager.

7.1.1.1 Invoice Details

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 Solution Implementation Deliverables, 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 Exhibit D (Pricing Schedule) to this Contract, or the Change Notice 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 (refer to Paragraph 7.1.7 below) 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.

7.1.1.2 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 7.1.1.2 (Approval of Invoices), 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.

7.1.1.3 Invoice Discrepancies

County Project Director will review each invoice for any discrepancies and will, within 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 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 must 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 F1 (County's Administration) to this Contract.

7.1.2 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 is 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. This Contract Sum shown in Paragraph 6.1 (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.

7.1.3 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 the Implementation Assessment Document, and pursuant to Task 9 (SafetyNet One Installation (as applicable)) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work).

The Contract Sum shown in Paragraph 6.1 (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, all such transportation and related insurance charges.

7.1.4 Sales/Use Tax

The Contract Sum shown in Paragraph 6.0 (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 Solution Implementation, 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.

7.1.5 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 7.1.1.3 (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.

7.1.6 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.

7.1.7 Holdbacks

7.1.7.1 The County will withhold an amount equal to 20% of each Deliverable invoice submitted by Contractor under this Contract (Holdbacks) and approved by the County pursuant to Paragraph 3.6 (Testing of Work) above, for all Work outlined in Exhibit A (Statement of Work) to this Contract, during Solution

Implementation through Final Acceptance, as further specified in Exhibit D (Pricing Schedule) to this Contract, as may be amended from time to time. Holdback amounts will not apply to invoices for Optional Work, nor for ongoing M&S Services.

- 7.1.7.2 The cumulative amount of such Holdbacks will be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Contract owed to the County by Contractor, including, but not limited to, any amounts arising from Paragraphs 7.1.1.3 (Invoice Discrepancies) and 7.1.6 (County's Right to Withhold Payment) above, and any partial termination of any Task, Subtask or Deliverable set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), as provided herein.
- 7.1.8 Contractor must invoice the County only for the Tasks, Deliverables, goods, Services, and other Work specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and elsewhere hereunder. Contractor must 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 Exhibit D (Pricing Schedule) 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.
- 7.1.9 Contractor's invoices must be priced in accordance with Exhibit D (Pricing Schedule) to this Contract.
- 7.1.10 Contractor's invoices must contain the information set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), describing the Tasks, Deliverables, goods, Services, Work hours, and facility and/or other Work for which payment is claimed.
- 7.1.11 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.

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

- 7.2.1 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).
- 7.2.2 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.

7.2.3 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.

7.2.4 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.

8.0 ADMINISTRATION OF CONTRACT – COUNTY

8.1 County's Administration

All persons administering this Contract on behalf of the County and described in this Paragraph 8.0 (hereinafter "County Personnel") are identified in Exhibit F1 (County's Administration) to this Contract. Unless otherwise specified, reference to each of the persons listed in Exhibit F1 (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 F1 (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 10.0 (Amendments and Change Notices) below.

8.2 County's Personnel

8.2.1 County Project Director

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing this 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.

8.2.2 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 this Contract. Unless specified otherwise, County Project Manager will be the presumptive designee of County Project Director.

8.3 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.

9.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

9.1 Contractor's Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 9.0 (Administration of Contract – Contractor) are identified in Exhibit F2 (Contractor's Administration) to this Contract. All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit F2 (Contractor's Administration) of 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.

9.2 Contractor's Personnel

9.2.1 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.

9.2.2 Contractor's Project Manager

Contractor's Project Manager is responsible for Contractor's day-to-day activities as related to this Contract and for reporting to the County in the manner set forth in Paragraph 9.6 (Reports by Contractor) below. Contractor's Project Manager must communicate with County Project Manager on a regular basis and must be available on Business Days, during Business Hours 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.

9.3 Approval of Contractor's Staff

- 9.3.1 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 supply sufficient and competent staff at all times to discharge its responsibilities hereunder in a timely and efficient manner.
- 9.3.2 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.
- 9.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement (Exhibit G2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) of 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.
- 9.3.4 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.
- 9.3.5 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 and without undue delay.

9.4 Background and Security Investigations

- 9.4.1 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.

- 9.4.2 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. The County will not provide to Contractor or to Contractor Staff any information obtained through the County's background investigation.
- 9.4.3 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.
- 9.4.4 These terms will also apply to Subcontractors of County Contractors.
- 9.4.5 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 9.4 (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, and without undue delay.

9.5 Contractor's Staff Identification

- 9.5.1 Contractor must issue all Contractor staff, including Subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 9.4 (Background and Security Investigations) above, a photo identification badge approved by the Department. Contractor staff must prominently display this identification badge on the upper part of the body when entering any County facility or grounds.
- 9.5.2 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.
- 9.5.3 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.

9.5.4 Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

9.6 Reports by Contractor

In addition to any reports required elsewhere under this Contract, including Exhibit A (Statement of Work) and Attachment A.1 (Tasks and Deliverables) to this Contract, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor must provide to County Project Manager, as frequently as may be requested by County Project Manager, but in no event more frequently than weekly, written reports which must include, at a minimum, the following information:

- a. Period covered by the report,
- b. Summary of Project status as of reporting date,
- c. Overview of the Work provided during the reporting period,
- d. Progress status of each Work component scheduled for the reporting period,
- e. Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution,
- f. Status of contractually defined Deliverables, milestones and walk-throughs scheduled in the Project Schedule,
- g. Action items and decisions from the previous meeting,
- h. Planned activities for the next two reporting periods, and
- i. Any other information which the County may from time-to-time require.

9.7 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.

10.0 AMENDMENTS AND CHANGE NOTICES

10.1 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 10.0 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as specifically provided in this Paragraph 10.0 (Amendments and Change Notices).

10.2 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.

10.3 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) add and/or update terms and conditions as required by County's Board of Supervisors or the Chief Executive Office, (ii) execute any of the Option Terms if it is in the best interest of the County, (iii) delete or add equipment, provided such change does not increase the Maximum Contract Sum, (iv) effectuate Contract modifications that do not materially affect the Term of this Contract, (v) affect assignment of rights and or delegation of duties as required under Paragraph 20.0 (Assignment and Delegation/Mergers or Acquisitions) below, (vi)

10.4 Project Control Document

Pursuant to Task 1 (Project Plan and Management) of Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), Contractor must deliver to the County a Project Control Document (PCD) which includes a Detailed Work Plan (DWP). The DWP will be derived for all Work relating to Solution Implementation Services and

to the extent necessary, for System Maintenance, as described in Exhibit A (Statement Work) to this Contract.

Changes to the PCD must only be made upon mutual written agreement, by both the County and Contractor via an executed Change Notice to this Contract, provided that both parties agree to alter the project schedule such that it does not prejudice either party's right to claim that such alterations constitute an Amendment to this Contract that will be governed by the terms of Paragraph 10.3 (Amendments) above.

10.5 Extensions of Time

Notwithstanding any other provision of this Paragraph 10.0 (Amendments and Change Notices), and to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Contract, County Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in the PCD, provided such extensions, in the aggregate, do not exceed a total of 90 Days beyond the agreed to Final Acceptance date for the Solution.

In such event, and prior to granting any such extension(s) of time, the County will initiate a formal Project Review pursuant to Paragraph 5 (Project Review) of Exhibit A (Statement of Work). In like manner, the County will initiate a formal Project Review for each subsequent 90-Day extension thereafter. Each Project Review may result in: i) an assessment of the Project's progress to-date, ii) an assessment of the future success of the Project, iii) remedial recommendations for continued Work, or iv) a recommendation for termination of this Contract.

11.0 OWNERSHIP AND LICENSE

11.1 Solution Ownership

11.1.1 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.

11.1.2 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 11.2 (License) below.

11.1.3 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.

11.1.4 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.

11.2 License

11.2.1 License Grant

Subject to the provisions of Paragraph 11.1 (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 11.2.3 (Scope of License) below and subject to the restrictions set forth in Paragraph 11.2.4 (License Restrictions) below for the period specified in Paragraph 11.2.2 (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.

11.2.2 License Term

The License granted under this Contract will commence upon the earlier of County's access to 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.

11.2.3 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, including web connections, for use by the number of Users specified in Paragraph 3.3 (Project Goals and Objectives) of Exhibit A (Statement of Work), 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. 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 11.2.3(c) the County covenants and agrees that it will not exercise any of the rights contained in this Paragraph 11.2.3(c) unless and until any one of the following release conditions occurs:
 - i. The insolvency of Contractor, including as set forth in Paragraph 24.0 (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 the 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 System Maintenance Services, which may result in County's termination of this Contract for default in accordance with Paragraph 22.0 (Termination for Default) below, or
 - iv. Successor ceasing to do business with the County with respect to this Contract,
- d. Pursuant to Paragraph 58.0 (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.

11.2.4 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 11.2.4. 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 58.0 (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 11.2.3(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.

12.0 SYSTEM ACCEPTANCE

12.1 Acceptance Tests

Contractor, with the County's assistance where applicable, must conduct all Acceptance Tests specified in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), to ensure the Solution's compliance with the requirements set forth in this Contract, including, but not limited to Exhibit A (Statement of Work), Exhibit B (Solution Requirements) and Exhibit C (Service Level Agreement), as well as all Attachments thereto. Such Acceptance Tests must test, among other things, the System's functionality, integration and interfacing, volume endurance and User Acceptance. An Acceptance Test will be deemed completed and ready for payment when Contractor provides to the County results of a successful completion of such Acceptance Test and the County approves the Acceptance Test in writing.

12.1.1 Production Use

The Solution will achieve the Go-Live Project Phase and will be ready for Production Use when County Project Director, approves in writing all Acceptance Tests under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), leading to such Go-Live. Contractor's obligations to provide M&S, as specified in this Contract, will commence upon Go-Live for each Project Phase, as applicable.

12.1.2 Final Acceptance

The Solution will achieve Final Acceptance when County Project Director approves in writing the Solution Implementation under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), for all phases

of the Project, as applicable. In the event the Solution fails to successfully achieve Final Acceptance in accordance with the Project Schedule, Contractor must provide to the County a diagnosis of the Deficiencies and proposed remedy(ies) for the County's approval and submit the Solution to County for re-testing as required under Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work). The County and Contractor must agree upon all such proposed remedies prior to their implementation.

12.1.3 Failed Testing

12.1.3.1 If County Project Director makes a good faith determination at any time an Acceptance Test that the Solution as a whole, or any component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 12.1.3 as "Designated Test"), County Project Director will promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution component or the Solution failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the Solution to be ready for retesting. Contractor must notify County Project Director in writing when such corrections, repairs and modifications have been completed, and when the applicable Designated Test will begin again. If, after the applicable Designated Test has been completed for a second time, County Project Director makes a good faith determination that the Solution component or the Solution again fails to pass the applicable Designated Test, County Project Director will promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution component or the Solution again failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the System to be ready for additional retesting.

12.1.3.2 Such procedure will continue, subject to the County's rights under Paragraph 6.2.4 (Termination) above, in the event Contractor fails to timely complete any Deliverable identified as a milestone, until such time as the County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that the County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being

made, in which latter event, the County will have the right to make a determination, which will be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Paragraph 22.0 (Termination for Default) below on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a Deficiency by re-performance after two attempts, the County and Contractor will work together to agree on a mutually acceptable resolution, provided that if the County and Contractor cannot agree on a resolution, the County may terminate this Contract for default pursuant to Paragraph 22.0 (Termination for Default) below.

12.1.3.3 Such a termination for default by the County will be either, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution, or (ii) if the County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to the County of the Solution as a whole, this entire Contract. In the event of a termination under this Paragraph 12.1.3 (Failed Testing), the County will have the right to receive from Contractor reimbursement of all payments made to Contractor by the County under this Contract for the Solution component(s) and related Deliverables as to which the termination applies or if the entire Contract is terminated, all amounts paid by the County to Contractor under this Contract. If the termination applies only to one or more Solution component(s), at the County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the terms of this Contract or by law.

12.1.4 System Use

Subject to the County's obligations of Acceptance set forth in Attachment A.1 (Tasks and Deliverables) to Exhibit A (Statement of Work), and this Contract, following Solution Implementation by Contractor and prior to Final Acceptance by the County, the County will have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to the County where County determines that it is necessary for County's operations. Such Production Use will not restrict Contractor's performance under this Contract and will not be deemed Final Acceptance of the Solution.

13.0 REPRESENTATIONS AND WARRANTIES

13.1 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 Attachments thereto and Solution Requirements.
- b. Unless specified otherwise herein, the Solution must be free from material Deficiencies.
- c. 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", "key lock", "worm", "back door", "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.

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.

13.2 Standard of Services

Contractor's Services and other Work required by this Contract must, during the Term of this Contract, conform to reasonable commercial industry 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 industry 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.

13.3 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 this Contract. All Deficiencies reported or discovered must be corrected in accordance with the 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 and Support 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, including any Third-Party software and Interfaces, as applicable.
- 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 such that browser and operating system versions are supported by the respective providers. The County will provide 60-Day notice to Contractor in advance of changes to the County's standard browsers and operating systems.
- 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), Attachment A.1 (Tasks and Deliverables) 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 Credit, will be deemed Severity Level 1 or Severity Level 2, as determined by County Project Director.

13.4 Continuous Product Support

- 13.4.1 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 this 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.

13.4.2 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 20.0 (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.

13.4.3 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 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 and without undue delay,
- 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.

13.4.4 Warranty Pass-Through

Contractor must fully assign to the County, as 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.

13.4.5 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 13.4.5 (Remedies) may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County's other rights under this Paragraph 13.4.5 (Remedies) and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this Paragraph 13.4.5 (Remedies). The provisions of this Paragraph 13.4.5 (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 bears 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, to include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution component(s), as well as an assessment of Service Credits and any other corrective measures specified in Exhibit A (Statement of Work), Attachment A.1 (Task and Deliverables) and Exhibit C (Service Level Agreement) to this Contract.

13.4.6 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 13.4 (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 22.0 (Termination for Default) below.

14.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

14.1 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 14.0 (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.

14.2 Evidence of Coverage and Notice to County

14.2.1 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 County and provided prior to commencing Services under this Contract.

- 14.2.2 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.
- 14.2.3 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.
- 14.2.4 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.
- 14.2.5 Certificates and copies of any required endorsements must be sent to County Project Director at the address specified in Exhibit F1 (County's Administration) to this Contract.
- 14.2.6 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.

14.3 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. 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 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.

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

14.5 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 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.

14.6 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.

14.7 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.

14.8 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 which may be necessary to affect such waiver.

14.9 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.

14.10 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 reduce or eliminate policy deductibles and SIRs, 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.

14.11 Claims Made Coverage

If any part of the required insurance is written on a claim 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 three years following Contract expiration, termination, or cancellation.

14.12 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.

14.13 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.

14.14 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.

14.15 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.

15.0 INSURANCE COVERAGE

15.1 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

15.2 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.

15.3 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.

15.4 Property Coverage

If Contractor's given exclusive use of the County owned or leased property Contractor must carry property coverage at least be as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

15.5 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.

15.6 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 ten 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.

15.7 Intellectual Property Warranty and Indemnification

15.7.1 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 15.7.1 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 alleged or actual infringement of any third party’s patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 15.7.1 as “Infringement Claim(s)”).

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 15.7.1 (Indemnification – General) 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.

15.7.2 Indemnification – Intellectual Property

15.7.2.1 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, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party’s patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Contract and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 15.7.2

(Indemnification – Intellectual Property) as “Infringement Claim(s)”).

15.7.2.2 Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 15.7.2 (Indemnification – Intellectual Property) 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.

15.7.2.3 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.

15.7.2.4 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.

15.7.2.5 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 (hereinafter collectively for the purpose of this Paragraph 15.7 "Remedial Act(s)"). The foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Paragraph 15.7 (Intellectual Property Warranty and Indemnification).

15.7.2.6 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.7.2.5 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 22.0 (Termination for Default) below.

16.0 INTENTIONALLY OMITTED

17.0 INTENTIONALLY OMITTED

18.0 CONFIDENTIALITY

18.1 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 9.7 (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 18.1 (Confidential Information) and Exhibit G2 (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 18.1 (Confidential Information) will 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.

18.2 Disclosure of Information

With respect to any of 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 18.2 "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 the 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.

18.3 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.

18.4 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 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 County as described in Paragraph 19.0 (Security) below, and County will coordinate an appropriate response.

18.5 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.

19.0 SECURITY

19.1 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 Attachment C.1 (County – Information Security and Privacy Requirements) to Exhibit C (Service Level Agreement). 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.

19.2 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 Attachment C.1 (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.

19.3 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 19.3 (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).

19.3.1 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.

Contractor’s 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.

19.3.2 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.

19.3.3 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.

19.3.4 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 19.3.4 (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 Attachment C.3 (Compliance with Departmental Encryption Requirements) to Exhibit C (Service Level Agreement) to this Contract, 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 19.3.4 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.

19.3.5 No Policy Exceptions

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

20.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 20.1 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.
- 20.2 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 20.0 (Assignment and Delegation/Mergers or Acquisitions), the County consent will require a written Amendment to this 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.

- 20.3 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 this 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 as in the event of default by Contractor.

21.0 TERMINATION FOR CONVENIENCE

- 21.1 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.
- 21.2 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.
- 21.3 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 33.0 (Record Retention and Inspection-Audit Settlement) below.

22.0 TERMINATION FOR DEFAULT

- 22.1 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, including the finalized project plan or project schedule, 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), Attachment A.1 (Tasks and Deliverables) 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.
- 22.2 If, after the County has given notice of termination under the provisions of this Paragraph 22.0 (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 21.0 (Termination for Convenience) above.
- 22.3 The rights and remedies of the County provided in this Paragraph 22.0 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

23.0 TERMINATION FOR IMPROPER CONSIDERATION

- 23.1 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.
- 23.2 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/>.
- 23.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts or other such items and means.

24.0 TERMINATION FOR INSOLVENCY

- 24.1 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.
- 24.2 The rights and remedies of the County provided in this Paragraph 24.0 (Termination for Insolvency) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 24.3 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.

25.0 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.

26.0 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.

27.0 EFFECT OF TERMINATION

27.1 Termination by 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 Attachment C.1 (County – Information Security and Privacy Requirements) to Exhibit C (Service Level Agreement),
- d. 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,
- e. 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,
- f. Upon termination by the County for default pursuant to Paragraph 22.0 (Termination for Default) above or for insolvency pursuant to Paragraph 24.0 (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, and
- g. 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.

27.2 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 27.2 (Termination Transition Services). The duty of Contractor to provide any Transition Services pursuant to this Paragraph 27.2 (Termination Transition Services) 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 27.2 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Paragraph 27.2 (Termination Transition Services) 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.

28.0 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 28.0 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

29.0 WARRANTY AGAINST CONTINGENT FEES

29.1 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.

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

30.0 INDEPENDENT CONTRACTOR STATUS

- 30.1 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.
- 30.2 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 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.
- 30.3 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.

31.0 SUBCONTRACTING

- 31.1 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.
- 31.2 In the event Contractor seeks to subcontract any portion of its performance of this 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 G1 (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement), (ii) Exhibit I (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.
- 31.3 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.
- 31.4 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 elected officials, 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.
- 31.5 Notwithstanding any other provision of this Paragraph 31.0 (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.

- 31.6 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 9.3 (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.
- 31.7 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.
- 31.8 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 31.0 (Subcontracting) or a blanket consent to any further subcontracting.

32.0 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.

33.0 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

- 33.1 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.

- 33.2 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).
- 33.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 33.0 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 33.4 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.

33.5 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 33.5 (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 33.5 (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.

34.0 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 this 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.

35.0 CONFLICT OF INTEREST

- 35.1 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.
- 35.2 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 35.0 (Conflict of Interest) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 35.3 The terms and procedures of this Paragraph 35.0 (Conflict of Interest) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

36.0 COMPLIANCE WITH APPLICABLE LAW

- 36.1 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.
- 36.2 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 36.0 (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 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.
- 36.3 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 federal government, as applicable to this Contract.

- 36.4 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.

37.0 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 elected officials, 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.

38.0 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:

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

39.0 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.

40.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 40.1 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.
- 40.2 Contractor must indemnify, defend, and hold harmless, the County, its elected officials, 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.

41.0 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.

42.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

- 42.1 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 and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

- 42.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

43.0 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.

44.0 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.

45.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

45.1 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.

45.2 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 permanently barred if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

45.3 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.

45.4 Contractor Hearing Board

45.4.1 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.

45.4.2 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.

45.4.3 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.

45.4.4 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.

45.4.5 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.

45.4.6 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.

45.5 Subcontractors of Contractor

The terms and procedures of this Paragraph 45.5 (Subcontractors of Contractor) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

46.0 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.

47.0 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 F1 (County's Administration) to this Contract.

48.0 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.

49.0 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.

50.0 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 I (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/>.

51.0 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 the County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) to this Contract.

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

- 52.1 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.

- 52.2 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).

53.0 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 52.0 (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 22.0 (Termination for Default) above, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

54.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

54.1 Jury Service Program

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

54.2 Written Employee Jury Service Policy

54.2.1 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.

54.2.2 For purposes of this Paragraph 54.2 (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 54.2 (Written Employee Jury Service Policy). The provisions of this Paragraph 54.2 (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.

54.2.3 If Contractor is not required to comply with the Jury Service Program when this 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 this 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.

54.2.4 Contractor's violation of this Paragraph 54.2 (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.

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

55.1 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.

55.2 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 Los Angeles County Code Chapter 2.206.

56.0 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 55.0 (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.

57.0 DISPUTE RESOLUTION PROCEDURE

- 57.1 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 57.0 (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.
- 57.2 Contractor and the County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder.
- 57.3 Neither party will delay or suspend its performance during the Dispute Resolution Procedure.
- 57.4 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.
- 57.5 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.
- 57.6 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.
- 57.7 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.
- 57.8 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 57.0 (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.

57.9 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.

57.10 Notwithstanding any other provision of this Contract, the County's right to seek injunctive relief to enforce the provisions of Paragraph 18.0 (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.

58.0 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.

59.0 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 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.

60.0 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.

61.0 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.

62.0 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 every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

63.0 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.

64.0 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 will be 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.

65.0 NOTICES

- 65.1 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.

- 65.2 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 F1 (County's Administration) to this Contract.
- 65.3 To Contractor: Notices must be sent to the attention of Contractor's Project Manager at the address specified in Exhibit F2 (Contractor's Administration) to this Contract, with a copy to Contractor's Project Director.
- 65.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 65.0 (Notices) by giving written notice of the change to the other party, subject to the County's right of approval in accordance with Paragraph 9.3 (Approval of Contractor's Staff) above.

66.0 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.

67.0 RE-SOLICITATION OF BIDS AND PROPOSALS

- 67.1 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.
- 67.2 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.

68.0 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.

69.0 FORCE MAJEURE

- 69.1 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").

- 69.2 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 69.0 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 69.3 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.

70.0 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.

71.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 71.1 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.
- 71.2 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.

72.0 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.

73.0 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.

74.0 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 and internet 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.

75.0 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.

76.0 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.

77.0 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.

78.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 78.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 78.2 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 this Contract. The County

will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

- 78.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 78.0 (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.

79.0 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 79.0 (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.

80.0 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.

81.0 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.

82.0 INTENTIONALLY OMITTED

83.0 INTENTIONALLY OMITTED

84.0 COMPLAINTS

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

84.2 Complaint Procedures

- a. Within 30 Business Days after this Contract's 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 before implementation.
- 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.

85.0 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 10.0 (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.

86.0 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 86.0 (Most Favored Public Entity) by review of Contractor's books and records.

87.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 87.1 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.
- 87.2 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.
- 87.3 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.
- 87.4 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.
- 87.5 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.
- 87.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of

this Paragraph 87.0 (Nondiscrimination and Affirmative Action) when so requested by the County.

- 87.7 If the County finds that any provisions of this Paragraph 87.0 (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.
- 87.8 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 as allowed under California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 87.9 The terms and procedures of this Paragraph 87.0 (Nondiscrimination of Affirmative Action) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

88.0 PUBLIC RECORDS ACT

- 88.1 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 33.0 (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 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.
- 88.2 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.

89.0 DISCLOSURE OF CONTRACT

89.1 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:

- b. Contractor must develop all publicity material in a professional manner.
- c. 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.

89.2 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 89.0 (Disclosure of Contract) will apply.

89.3 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.

90.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

90.1 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 including Project Plan and Project Schedule, 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.

90.2 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.

90.3 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.

90.4 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under Paragraph 90.2 above.

90.5 All the rights and obligations of this Paragraph 90.0 (Ownership of Materials, Software and Copyright) will survive the expiration or termination of this Contract.

91.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

91.1 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.

- 91.2 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.
- 91.3 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.

92.0 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.

93.0 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 the request for proposals issued by the County to solicit the services secured under this Contract.

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

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.

94.0 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.

95.0 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph 96.0, may be a material breach of this Contract as determined in the sole discretion of the County.

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 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.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

HITECH SYSTEMS INC. dba PULSIAM

By: Henry P. Unger
Its Authorized Representative

Printed: Henry P. Unger

Title: President

Date: 2025-04-21

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

By: Cammy C. DuPont
Cammy C. DuPont
Principal Deputy County Counsel

Digitally signed by Cammy C.
DuPont
Date: 2025.04.18 16:05:48 -07'00'

EXHIBIT A

STATEMENT OF WORK

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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1.0 INTRODUCTION

The Los Angeles County (County) Sheriff's Department (Department) desires to implement a commercial off-the-shelf Computer Aided Dispatch (CAD) and mobile computing Solution, as well as a long-term maintenance and support program for the Department.

Contractor's CAD Solution must provide advanced functionality and allow the County to leverage System enhancements and support throughout the entire Term of the Contract.

The comprehensive SafetyNet One Solution will enable the Department to provide an efficient and effective CAD Solution for first responders and the public. The implementation will require software Configuration, Customization, and integration with key existing 9-1-1 operations systems, business analysis and other professional services, hardware procurement and deployment, and on-going Maintenance and Support Services. The CAD Solution is "business-critical" for the Department.

2.0 BACKGROUND

The SafetyNet One Solution is intended to replace all the components and functionality of the County's current CAD System.

The Department currently maintains over 2,700 Mobile Data Computers (MDC) and over 1,300 fixed computers that utilize CAD. The MDC and CAD computers are used in field operations, boats, transportation buses, and dispatch centers. The Department's current CAD System enables deputies in the field to gather information on wanted subjects, stolen vehicles, receive calls for service, and enter observations. The current CAD System manages over 40,000 to 60,000 daily inquiries to various law enforcement database systems throughout the County and the nation. The recorded event volume of calls-for-service and unit-initiated observations for the last available three years are shown below:

	2020	2021	2022	Average
Calls for Service entered into CAD	1,024,414	1,039,324	1,045,910	1,036,549
Observation entered into CAD	1,807,758	1,688,563	1,500,058	1,665,460
Total Events entered into CAD	2,832,172	2,727,887	2,545,968	2,702,009

The Department dispatches calls from the following Public Safety Answering Point (PSAP) locations:

North Patrol Division	Central Patrol Division	South Patrol Division	East Patrol Division
Lancaster Station	Avalon Station	Carson Station	Altadena Station
Lost Hills Station/ Malibu	Century Station	Cerritos Station	Crescenta Valley Station
Palmdale Station	Compton Station	Lakewood Station	Industry Station
Santa Clarita Station	East Los Angeles Station	Lomita Station	San Dimas Station
West Hollywood Station	Marina Del Rey Station	Norwalk Station	Temple Station
	South Los Angeles Station	Pico Rivera Station	Walnut / Diamond Bar Station

The following Department bureaus also dispatch calls-for-service:

Countywide Services Division	Special Operations Division
Community College Bureau	Transit Bureau
County Services Bureau	Metrolink
Parks Bureau	

The Department's current 911 answering equipment is Motorola VESTA 911. The equipment was installed in 2019 and is currently under a maintenance contract with AT&T. The answering positions are used to complete the following: answer both 911 and ten-digit administrative calls, place outgoing calls, maintain speed dials, station-to-station "cold" lines, and place one-button transfer calls. The equipment can receive enhanced 911 call data, which at the time of this RFP is being deployed by the Department. Due to the age of the current CAD System, the Department utilizes a custom interface provided by a mapping solution company to verify addresses prior to inputting the address into the CAD System. Sheriff's Communication Center (SCC) serves as the main radio communications relay link for the Department's CAD/Radio Communications System. This System uses a centralized communications configuration coupled with decentralized command and control. This arrangement affords each station direct control over the

disposition of its law enforcement assets while allowing for expanded tactical and communications capabilities coordinated through SCC.

The Department is moving away from this decentralized dispatch model and will be moving towards a true centralized dispatching model with call takers and dispatchers residing under one primary location (TBD) with an additional location (TBD) used as a fallback or secondary location.

The Department will initially deploy a decentralized dispatch model. It is the Department's intent to transition to a centralized dispatching model at a later date, either prior to or after Final Acceptance, as determined by the Department. The County, in its sole discretion, may elect to delay implementing a centralized dispatch model to a later date.

3.0 SCOPE STATEMENT

3.1 The scope of this project is to configure and implement a replacement CAD System to be accessed by a centralized communication center and mobile users. Key Requirements for the Solution are listed in Exhibit B (Solution Requirements) to the Contract.

3.2 Contractor must deploy all Amazon Web Services (AWS) cloud instances and provide ongoing software maintenance. Upon Final Acceptance, Contractor must provide Maintenance & Support (M&S) and Preventive Maintenance (PM) Services throughout the entire Term of the Contract, including any and all extensions.

3.3 Project Goals and Objectives

Contractor must provide the County with perpetual, role-based concurrent User Licenses to access its SafetyNet One Solution. The breakdown of licensed roles is as follows:

Role	Concurrent Users	Named Users
Call Taker	154	770
Dispatcher	106	530
Supervisor	6	30
Command Staff (View Only)	200	1000
Mobile User	2,262	11,310
GIS Specialist Crime Analyst	70	70
System Administrator	8	8

Contractor's deployment of its Solution must be cloud-based and must meet all Solution Requirements outlined in Exhibit B (Solution Requirements) to the Contract.

Contractor must facilitate User and technical training to ensure customer buy-off of the Solution.

4.0 SUCCESS FACTORS

Contractor's success factors will be considered complete when all of the following are completed:

- Contractor has successfully transitioned the Department's current CAD System to its SafetyNet One Solution,
- Contractor has provided User and technical training to select train-the-trainer (T3) subject matter experts,
- Contractor has achieved User buy-off of its SafetyNet One Solution,
- Contractor has delivered all User and Technical Documentation as well as all Documentation generated during implementation as defined throughout Attachment A.1 (Tasks and Deliverables) to this SOW, and
- Contractor has received the County's Final Acceptance for the Solution upon successful completion of all Deliverables outlined in Attachment A.1 (Tasks and Deliverables) to this SOW.

5.0 PROJECT REVIEW

Project Review is a critical element of the County's Quality Control Plan. All deviations from the original and subsequent versions of the Detailed Work Plan must be documented by both Contractor and County Project Director in a form and format agreed-to by the parties.

5.1 Project Delays

Upon such time the cumulative effect of project delays equals 30 Days, a Change Notice will be processed not later than 15 Days following the last observed delay. In like manner, a Change Notice will be processed for each subsequent aggregation of project delays which equals 30 Days. Each Change Notice will identify the following:

- The delayed Task(s),
- Date of delay,
- The reason(s) for each delay, and
- The description of the Work impacted.

5.2 Change Notices

Notwithstanding County Project Director's authority to process Change Notices for Project delays and to grant Contractor reasonable extensions of time for Work performed in accordance with Paragraph 10.5 (Extensions of Time) of the Contract, upon such time the cumulative effect of Project delays equals 90 Days or more, the County, in its sole discretion, will initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department's Office of Technology Planning (OTP) in consultation with County Counsel. Similarly, the

County will initiate a formal Project Review for each subsequent 90-Day extension thereafter.

5.3 Attendance

At a minimum, both Contractor Project Director and Contractor Project Manager or their designee(s) must attend all Project Review meetings, as-needed.

5.4 Each Project Review may result in all or some of the following:

- An assessment of the Project's progress to date and the likelihood of future Project success,
- An assessment of accountability for schedule slippage, quality lapses, and/or other Project issues,
- Recommended remedial actions for continued Work,
- A reset of the Project Schedule, and/or
- Termination of the Contract, in whole or in part.

6.0 **PROJECT GOVERNANCE**

This Project will be overseen and monitored by the CAD Executive Steering Committee, County Project Director, and County Project Manager, all of whom will monitor Contractor's activities, personnel, and progress on this Project pursuant to the Contract. The following personnel make up the Department's Steering Committee and CAD Team.

- CAD Executive Steering Committee
 - Technology and Support Division – Division Chief or authorized designee
 - County Project Director – Captain of Communication and Fleet Management Bureau (CFMB) or authorized designee
- CAD Team
 - County Project Manager – Lieutenant of CFMB or authorized designee
 - Project Staff - CFMB and Data Systems personnel

7.0 **PROJECT ASSUMPTIONS – GENERAL**

7.1 Funding has been budgeted for this Project throughout the entire initial Term.

7.2 The underlying legal and institutional basis for the business functions will not significantly change during this Project.

7.3 Throughout the entire Term of the Contract, key members of Contractor's Project team must have sufficient experience so that they can provide practical business expertise in discussions with the County's subject-matter experts.

7.4 Contractor's COTS Solution must be hosted in an AWS Commercial Cloud providing a robust solution for hosting CJIS-compliant workloads in geographically separated environments using US-West-2 region. The architecture must leverage multiple availability zones (US-West-2a, US-West-2b, and US-West-2c) within the

region, each acting as an independent data center with its own power, cooling, and network connectivity. This design must ensure high availability and fault tolerance while maintaining CJIS compliance through comprehensive security controls including encryption at rest and in transit, identity and access management, and continuous monitoring.

- 7.5 During implementation, Contractor Project Manager must be assigned full-time to the Project and remain full-time until the first full month after cutover to Production Use Final Acceptance (actual business use).
- 7.6 Deliverables will be reviewed and accepted by the County in accordance with Attachment A.2 (Deliverable Acceptance Process) to this SOW.
- 7.7 Contractor must provide 24/7 Help Desk operations for:
 - Rectifying/resolving technical problems with SafetyNet One Solution data center functionality, even if it requires coming on-site, and
 - Responding to or assisting an individual User's inquiry during evening/night shifts, weekends, and holidays.

The Help Desk must be available via Contractor's telephone or support portal.

8.0 COUNTY RESPONSIBILITIES

- 8.1 The County will provide executive sponsorship and User buy-in.
- 8.2 County Project Manager will provide Project oversight and management.
- 8.3 County Project Manager will coordinate all the activities of information from, and decisions made by County personnel.
- 8.4 County Project Manager will coordinate obtaining subject-matter expertise on County responsible topics.
- 8.5 The County will notify all concerned parties (e.g., Department's data center, leased building's loading dock) of expected deliveries by Contractor, upon Contractor's notification to County Project Manager.
- 8.6 The County will provide Contractor reasonable access and/or information pertaining to the legacy system including, but not limited to, data, data structure, and data elements.
- 8.7 County Project Manager will provide clarification on any of the Solution Requirements listed in Exhibit B (Solution Requirements) to the Contract.
- 8.8 For the performance of Contractor's Work on-site, the County will provide the following:
 - All required office space,
 - All User PC workstations with browser functionality,
 - Infrastructure,
 - Shared network space,

- Mobile devices with Windows, iOS, or Android operating systems,
- Printers used for printing Documentation/reports from the SafetyNet One Solution, and
- Networking connections/capabilities to the end Users.

For this requirement to be met, Contractor must notify County Project Manager of what is required by Contractor, all of which must be agreed to by the County Project Manager.

8.9 Minimum requirements for hardware by application are:

SafetyNet One Application	OS	Minimum Requirements
CAD Workstations	Windows 10 Windows 11 Professional MacOS	<ul style="list-style-type: none"> • 2 GHz dual-core CPU (minimum) • 2.4 GHz quad-core CPU (recommended) • 8GB RAM (minimum) • 16GB RAM (recommended) • 1920x1080 screen resolution (recommended) • 20 GB free storage • Gigabit Ethernet
Mobile Client	Windows 10 Windows 11 Professional	<ul style="list-style-type: none"> • 2 GHz dual core CPU (minimum) • 2.4 GHz quad core CPU (recommended) • 8 GB RAM (minimum) • 8 GB RAM (recommended) • 20 GB free storage
Mobile Insight	Android	<ul style="list-style-type: none"> • Current and two preceding versions of Android, as of 2024-02-24, 12, 13, and 14 • Memory/storage available to the application: 256MB of memory and 512MB of storage • Cellular modem and GPS receiver • Rear-facing camera is required

		for Augmented Reality and barcode functionality
	iOS	<ul style="list-style-type: none"> • Current and two preceding versions of iOS and iPadOS, as of 2024-02-24, 15, 16, and 17 • Apple iPhone and iPad models supported by Apple • Memory/storage available to the application: 256MB of memory and 512MB of storage • Cellular modem and GPS receiver • Rear-facing camera is required for Augmented Reality and barcode functionality

- 8.10 The County will provide to Contractor all information needed to design Interfaces (including, but no limited to, platform independent third-party application programming interfaces, documentation. etc.)
- 8.11 County Project Manager will provide oversight, for the County and non-County owned and operated Systems, on the design and development of external system Interfaces to/from the Solution.
- 8.12 For inbound Interfaces, the County will be responsible for obtaining from the other System contacts, information needed by Contractor in extracting and transforming data from external Systems to comply with the corresponding approved Interface design.
- 8.13 For outbound Interfaces, the County will coordinate, with the external system contractor(s), the mechanism used in receiving the generated, structured Solution data, and then successfully transforming and processing such data, based on the corresponding approved Interface design.
- 8.14 The County will make best efforts to timely review Contractor Tasks and Deliverables, as specified in Attachment A.2 (Deliverable Acceptance Process) to this SOW.
- 8.15 At the direction of Contractor, the Department will procure through the County's AWS contract the required AWS cloud instances required for the Project.
- 8.16 At the direction of Contractor, the Department will procure through the County's procurement process the required "last mile" for the Project.

9.0 CONTRACTOR RESPONSIBILITIES

Contractor must, under the direction of County Project Manager, perform all Tasks, and Subtasks, as well as produce all Deliverables as set forth in Attachment A.1

(Tasks and Deliverables) to this SOW, as negotiated and finalized between the parties. Contractor's responsibilities must include, but not be limited to, the following:

- 9.1 Performing Work on-site at County facilities during normal business hours (8 a.m. to 5 p.m. (Pacific Time), Monday through Friday, except County-observed holidays) throughout the entire Term of the Contract, unless prior approval is granted by County Project Manager. County Project Manager will also pre-approve Work performed off-site, when required.
- 9.2 Providing all Project Documentation in accordance with Attachment A.2 (Deliverable Acceptance Process) to this SOW, in a form and format as directed by County Project Manager.
- 9.3 Maintaining all Project Documentation throughout the entire Term of the Contract, including, but not limited to, the Project Control Document (PCD) [see Paragraph 2.0 (Task 2 - Ongoing Project Management) of Attachment A.1 (Tasks and Deliverables)]. The PCD will require updates, at County Project Manager's instruction during implementation. All Documentation, as well as all versions of the PCD to-date, are subject to review by the County at any time.
- 9.4 Attending meetings with County personnel. While the number of meetings is not quantified, Contractor is expected to attend all meetings as directed by County Project Manager (e.g., weekly and/or monthly meetings during implementation, throughout the entire Term of the Contract). County Project Manager will also inform Contractor of any Documentation and/or presentations required in advance of the meeting, such as status reports, demonstrations and/or informational documents. Contractor may require, at the County's instruction, participation from their Subcontractor(s), if applicable.
- 9.5 Ensuring all Contractor employees obtain and prominently display identification badges while at any County-designated location that will be on-site pursuant to Paragraph 9.5 (Contractor's Staff Identification), of the Contract, undergo and pass to the satisfaction of the Department, a Security Clearance (i.e., background investigation) by the Department's Civilian Background Unit, pursuant to Paragraph 9.4 (Background and Security Investigations), of the Contract.
- 9.6 Provide all required material and equipment to all Contractor staff needed for completing the Services described throughout the Contract. (Contractor assumes all liability for the loss of, and for the safe operating condition of, said equipment.)
- 9.7 Procuring all Solution software, including all Third-Party software Licenses and subscriptions other than those being procured by the County directly.
- 9.8 Providing ongoing post-implementation M&S and PM Services throughout the entire Term of the Contract, as detailed in Exhibit C (Service Level Agreement) to the Contract.

ATTACHMENT A.1

TASKS AND DELIVERABLES

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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Project Overview

The scope of the Project is to configure and implement a replacement Computer Aided Dispatch (CAD) System to be accessed by a centralized communication center and mobile users.

Key requirements for the Solution are listed in Exhibit B (Solution Requirements) to the Contract.

1.0 Task 1- Project Plan and Management

Contractor Project plan is organized to support a flexible implementation schedule, allowing for functional differences between the Department's processes and application requirements. The Project plan is part of a comprehensive approach to managing a project of this complexity for timely and successful completion.

1.1 Subtask 1A - Project Scope

Critical success factors for the Project are clearly articulated, including well-documented business goals and objectives, frequent and effective communication, well-trained staff, strong project management, and executive management support.

1.2 Subtask 1B - Project Organization, Roles and Responsibilities

Below are the initial Project team roles:

Organization	Role	Responsibility
Contractor / Department	Project Manager	Ensure Work is performed in a timely manner, consistent with Project Documentation and to the satisfaction of the County.
Contractor	Subject Matter Expert (SME) - CAD	To provide expertise in CAD to identify potential challenges and find resolutions to overcome those challenges.
Contractor	SME - Geographic Information System (GIS)	To provide expertise in GIS to identify potential challenges and find resolutions to overcome those challenges.
Contractor	SME - Interfaces	To provide expertise in third-party Interfaces to identify potential challenges and find resolutions to overcome those challenges.
Contractor	Implementation Team	Implement the Solution.
Contractor	Documentation Team	Document the Solution and its configuration for the Department.

Contractor	Development	Fulfill development requirements for the Solution.
Contractor	IT Project Lead	Provide IT guidance and support to the Department throughout the Project's lifecycle.
Contractor	Training Manager	Identify and assess training needs, develop training plans, and implement various training methods to enhance employee skills and performance.
Department	SME - Current CAD Communications Center User	Provide expertise on the current CAD System as well as Department business operations from a communication center user perspective.
Department	SME - Current CAD Mobile User	Provide expertise on the current CAD System as well as Department business operations from a mobile user perspective.
Department	IT	Provide IT guidance and support to the Department throughout the entire Term of the Contract.

1.3 Subtask 1C - Project Planning Checklist

As part of blueprinting and staging, Contractor must create a checklist, approved by the County Project Manager, to ensure that all necessary documents pertinent to the Project have been gathered. The checklist will ensure all activities have been addressed.

1.4 Subtask 1D - Documentation Requirements

Contractor must develop and produce all Documentation related to the CAD System as outlined in Task 13 (Documentation) below.

1.5 Subtask 1E - Assumptions

Contractor assumes the following:

- The Department does not have an existing Enterprise License Agreement with Esri,
- The Department has a routable street network, and
- The Department will leverage existing County contracts for Amazon Web Services (AWS) cloud instances and "last mile" connectivity.

1.6 Subtask 1F - Detailed Work Plan

See the initial Project schedule, in the form of a Microsoft Project Plan posted to SharePoint and accessible by all Project Team members.

1.7 Subtask 1G - Deliverable List

A list of Deliverables must be provided for each Task and Subtask along with a description for each. All Deliverables must be provided in accordance with Attachment A.2 (Deliverable Acceptance Process) to Exhibit A (SOW).

1.8 Subtask 1H - Communications Plan

Contractor must use a hybrid approach, combining in-person and Microsoft Teams meetings to ensure effective interaction and communication. Additionally, a Microsoft SharePoint site will be used to streamline communication and facilitate collaboration among Department and Contractor team members by providing a centralized location for document sharing, updates, and Project resources.

1.9 Subtask 1I - Risk Identification and Management Plan

To effectively identify, communicate, and manage risks, Contractor must provide Documentation in weekly status meetings as well as suggest resolutions or ways to mitigate the risk for the Department to discuss.

1.10 Subtask 1J - Quality Control

Contractor's team members must identify the strategies for quality control during Project planning with the Department. Contractor views quality control as an iterative process that saves time and resources, while resulting in high-quality products and services.

In order to validate that the Project Deliverables and processes used to manage and create the Deliverables are completed with the required level of quality, Contractor must use a quality management plan that identifies these key components.

The focus of quality control is on the Deliverables for the Project. Quality control monitors Project Deliverables to verify that the Deliverables are of acceptable quality and are complete and correct.

The focus of quality assurance is on the processes used in the Project. Quality assurance ensures that Project processes are used effectively to produce quality Project Deliverables.

Objects of Quality Review	Quality Measure	Quality Evaluation Methods
Project Deliverables	Deliverable Quality Standards Completeness and Correctness Criteria	Quality Control Activities
Project Processes	Process Quality Standards Stakeholder Expectations	Quality Assurance Activities

1.11 Subtask 1K - Business Continuity Strategy

Contractor must work closely with the Department and its IT team to develop a business continuity strategy that works within the County's and Department's security requirements.

1.12 Subtask 1L - Technology Refresh Implementation Strategy

Contractor's Technology Refresh Strategy is an ongoing process that assesses current business usage, future needs and contingencies in case of obsolescence or failure. Contractor's account management team in step with Contractor's IT team must conduct a Technology Refresh review for the Department on a bi-annual basis. In conjunction with AWS, Contractor must also review AWS cloud instance traffic and make recommendations accordingly.

Proactive management, maintenance and monitoring ensures the Department will maximize AWS cloud instance performance. Furthermore, knowing well in advance when end user hardware will need replacing allows more time for research, planning and budgeting for upgrades.

Task 1 Deliverables	Pay Point
Executed Contract	Yes
Project Kickoff Meeting	10%
Project Control Document (SharePoint Site)	15%
Project Team Role Assignments Document	5%
Detailed Work Plan (Project Plan)	15%
Project Planning Checklist	5%
Deliverable List	10%
Communications Plan	5%
Risk Identification and Management Plan	10%
Quality Control Plan	5%
Business Continuity Strategy	5%
Technology Refresh Implementation Strategy	5%
All Project meeting related agendas and minutes	10%

2.0 Task 2 – Ongoing Project Management

Contractor must actively track Project status and establish a Project control and reporting system which will provide routine and realistic assessments of progress against the approved PCD in accordance with the Project management techniques established under Task 1.

Contractor must provide Documentation for recurring meetings (e.g., weekly and monthly status meetings) following a uniform format and subject to the review and approval of County Project Manager. Contractor acknowledges that County Project Manager may decide to cancel any meeting(s) at his/her sole discretion.

Contractor's Project management responsibilities are as follows:

- All agendas, minutes, and other Documentation subject to review and approval by County Project Manager.
- All pre-meeting Documentation (e.g., agendas, presentations) must be provided at least one week ahead of scheduled meeting, unless otherwise specified by County Project Manager.
- All post-meeting Documentation must be provided no later than two Business Days following the applicable meeting.
- Any updates required of standard Project management Documentation (e.g., risk management log, issues tracking log) are the responsibility of the Contractor Project Manager.
- All meetings must occur in person, unless otherwise approved by County Project Manager.
- Contractor Project Manager must make available any additional Contractor staff, as required by County Project Manager.

Contractor must utilize an Issue Tracking Log (ITL) for tracking Project issues. Contractor must ensure that the ITL is updated daily. Authorized members of the County's Project team and Contractor's Project team must be able to view and print information about the status of Project issues. The final form and format for the ITL must be approved by County Project Manager. The ITL must, at a minimum, provide the following information for each issue:

- Issue title,
- Issue description,
- Issue type (based on a scheme for classifying issues),
- Date the issue was first identified,
- Date the issue was first entered into the ITL,
- Person(s) involved in initially discovering or reporting the issue,
- Person(s) assigned to manage the resolution of the issue,
- Date of assignment to manage the resolution of the issue (allow for multiple dates to indicate transfer of assignment from one person to another),

- Strategy or plan for resolving the issue (allow for revisions, and show revision history),
- Special instructions or constraints regarding issue resolution (allow for revisions, and show revision history),
- Dates that a resolution to the issue is expected (allow for revisions, and show revision history),
- Actions taken in attempting to resolve the issue (allow for multiple actions, and show the date of each action, the person(s) taking each action, and the result or outcome of each action),
- Current status, and
- Date the issue is closed.

Contractor must deliver a Monthly Status Report by the fifth Business Day of the following month, which must include, but not be limited to, the following:

- The time period covered by the report,
- Summary of Project progress and changes since the previous monthly status report,
- Work completed during that period,
- Work scheduled for completion, but is still pending completion,
- Work expected to be completed during the upcoming period,
- Status of issues that were reported as open in the previous status report,
- Re-opened issues that had been closed as of the previous status report,
- New issues, and
- Revised PCD, updated to reflect current Project status including an updated Gantt chart in Microsoft Project of current Project activities and schedule, which includes an explanation of:
 - What has changed since the previous month's updated PCD, and
- What has changed since the baseline PCD.

Contractor must attend and participate in weekly status meetings with County Project Manager.

Contractor must be prepared to discuss in detail the status of the Project and major issues. Project meetings may be a combination of in-person, video conference (Microsoft Teams), or hybrid approach of both. County's Project Manager may decide to cancel a particular week's meeting at his/her discretion.

Task 2 Deliverables	Pay Point
Updated Project Control Document and SharePoint	No

All Project meeting related Agendas and minutes	
Risk Management Log	
Issues tracking log	
Monthly Status Report	
All Project meeting related agendas and minutes	

3.0 Task 3 – Department Operations, Contractor’s Review

An important step in successful implementation is for Contractor SMEs to become familiar with the Department operations. Contractor must observe, on-site, the Department SMEs to get a complete understanding of daily dispatch operations from all User aspects (e.g., field, station, and tele-communicators). Contractor must submit a report that demonstrates Contractor’s knowledge and understanding of the Department operations. The report must include an analysis of the Department’s business processes.

Contractor understands that County Project Manager will work with Contractor Project Manager to schedule all observations of patrol station, transportation, and communication center operations. Contractor understands a minimum of two weeks’ observation is expected.

Following the observation period, Contractor must deliver a presentation outlining the Department’s call receipt and dispatching procedures as well as field operations as they relate to the mobile Application. In addition to current operations, Contractor’s presentation must identify any potential business process improvements that Contractor recommends to best utilize the Solution.

Finally, Contractor must provide a demonstration to County Project Manager and SMEs identified by County Project Manager. The intent of the demonstration will be to validate how the Application could be configured to meet the County’s current workflow expectations, or how the Application, with configuration, may offer an alternate workflow agreeable to the County.

Task 3 Deliverables	Pay Point
Onsite site visit Report including an analysis of current business processes and recommendations to best utilize the Solution.	Yes
Demonstration for Department SMEs	40%
Contractor’s Proposed Solution Workflow Document	30%
All Project meeting related agendas and minutes	30%

4.0 Task 4 - Design and Development Task

Contractor and the County will actively manage the design process for each agreed-upon Interface based on findings from the County's completed Requirements review and Gap Analysis using various tools such as storyboards, mock-ups, narratives, or similar. Contractor must provide a development plan for each Interface, as outlined in Attachment A.4 (System Interfaces) to Exhibit A (Statement of Work), inclusive of checkpoints. Contractor must manage the development of all Interfaces, frequently collaborating with the County, to ensure the development is proceeding according to schedule and meeting the County's expectations.

4.1 Design

Contractor is responsible for developing a draft design document that outlines all changes and Configurations to Contractor's Solution.

Prior to the development of any Interfaces, Contractor must conduct multiple feedback sessions on County premises, as determined by County Project Manager, with key County stakeholders for technical, functional, and design feedback, thus ensuring accuracy and completeness of the design review document.

During these active review sessions, Contractor must provide:

A review of the data model, Mock-ups, storyboards, or similar to demonstrate the functionality and User Interface, and demonstrations of the functionality, as applicable.

At the conclusion of the review sessions, Contractor must create a final design document, which will provide final specifications for all Interfaces, as well as a plan for managing, developing, testing, and deploying each.

4.2 Development

Using the final design document as a guide, Contractor must develop all Interfaces. Contractor must manage the Interface development, testing, and deployment process.

The development plan for each Interface must have a set of milestones. At the conclusion of each milestone, Contractor Project Manager must document and memorialize each step, as well as obtain acceptance by the County.

Task 4 Deliverables	Pay Point
Requirements Review and Gaps Analysis	Yes
Development plan for each Interface	80%
All Project meeting related agendas and minutes	20%

5.0 Task 5 – System Configuration

Contractor must configure the CAD System at County Project Manager's direction to meet the needs of the County. At the conclusion of Task 5, Contractor must demonstrate the Solution to the County to ensure it meets the County's expectations. If Configuration changes are necessary, Contractor must perform the modifications and include Department resources to participate based on their interest and availability.

Contractor understands the County's expectation is that all Configuration(s) to the CAD System will be completed, tested, approved, and accepted before the County will authorize payment for licensing.

Contractor must ensure the successful Configuration of the Solution, inclusive of any third-party applications necessary to meet the Requirements that have been appropriately reviewed and agreed upon by the County. The County will not be limited to the number of participants or Configuration sessions necessary to complete, test, and achieve acceptance of each modification. The following expectations are to be met for all Configurations:

- The County will provide a team of SMEs as required. To ensure the appropriate resources are made available, Contractor Project Manager must Work with County Project Manager to identify the skill sets required, workload expectations, and dates required for any on-site meetings.
- Contractor Project Manager must document all Configurations made and provide any necessary Documentation to ensure the timely Configuration of the CAD Application.
- Each meeting will be scheduled based on the development timeline and will be mutually agreed upon by both parties in advance.
- At the conclusion of each meeting, Contractor must document, in writing, and submit to County Project Manager all decisions made, any outstanding questions, and any request for follow-up data, as applicable.
- Following the meeting, Contractor must make a resource available to answer any questions that may arise from the Department's hands-on time.

There must be separate tracks for both CAD and Mobile Configurations. Contractor must ensure all Configuration decisions are made in alignment with Department SMEs (e.g., if a Configuration decision is made on the CAD Application that impacts the Mobile Application, Contractor must document the decision and identify all impacts). Prior to all Configuration meetings, Contractor must develop agendas, and any other necessary Documentation required to ensure successful Configuration sessions.

Task 5 Deliverables	Pay Point
Demonstration of installed System	Yes

Configuration Documentation – CAD and Mobile	80%
All Project meeting related agendas and minutes	20%

6.0 Task 6 – System Reports, Design/Development

Contractor must provide 24 hours of training and training Documentation for County personnel on the System's report and dashboard tools.

The County will work with Contractor to create a list of 10 reports and or dashboards, some of which may be developed during the training sessions.

Task 6 Deliverables	Pay Point
Identify reports consistent with the Department's KPIs	Yes
Training and related Training Documentation for the reports	80%
All Project meeting related agendas and minutes	20%

7.0 Task 7 – Data Import

Contractor must perform data conversion and the initial import of the County's CAD and GIS data, in accordance with the Data Conversion Plan agreed upon by both parties. Contractor must document all steps needed to perform the GIS import process. Contractor must provide GIS import process training to County personnel. Contractor's personnel must be readily available should issues or questions arise from County personnel with any future GIS imports. Data import does not include historical CAD call data.

Task 7 Deliverables	Pay Point
GIS Data Conversion Plan	Yes
Initial import of County CAD data and Documentation	30%
Initial import of County GIS data and Documentation	30%
Quality Assurance testing of imported data	20%
All Project meeting related agendas and minutes	20%

8.0 Task 8 – Testing

Contractor's component testing phase allows the User to determine that the expected functionality as specified in Exhibit B (Solution Requirements) to the Contract and detailed in the PCD, works as described. Task 8 includes System component testing, reliability testing, performance testing, and stress testing. Prior to any testing, all test strategies and forms of Documentation must be approved by

both parties. Task 8 usually runs in parallel with User software installation and involves more technical staff members and Project leaders in accordance with the strategic test plan that is part of the Project Control Document agreed to by both parties in Task 1 (Project Plan and Management). During testing, the Department and Contractor will work together in reviewing and demonstrating the required functionality, to allow Contractor to provide an additional level of technical training to the Department's technical staff. Once all components are approved by the Department, final deployment tasks, such as User training, can be scheduled. All test results are subject to approval by County Project Manager.

The County is aware that testing may occur at various strategic points during implementation. Contractor agrees to update the Comprehensive Test Plan in accordance with the strategy and test plans agreed to by the parties at least two weeks prior to the scheduled testing.

Should the Solution fail any testing process, Contractor must develop follow-up Documentation that includes a description of the failure, how it will be remedied, when follow-up testing will be completed, and outline its impact on the Project schedule.

Contractor must provide the following testing:

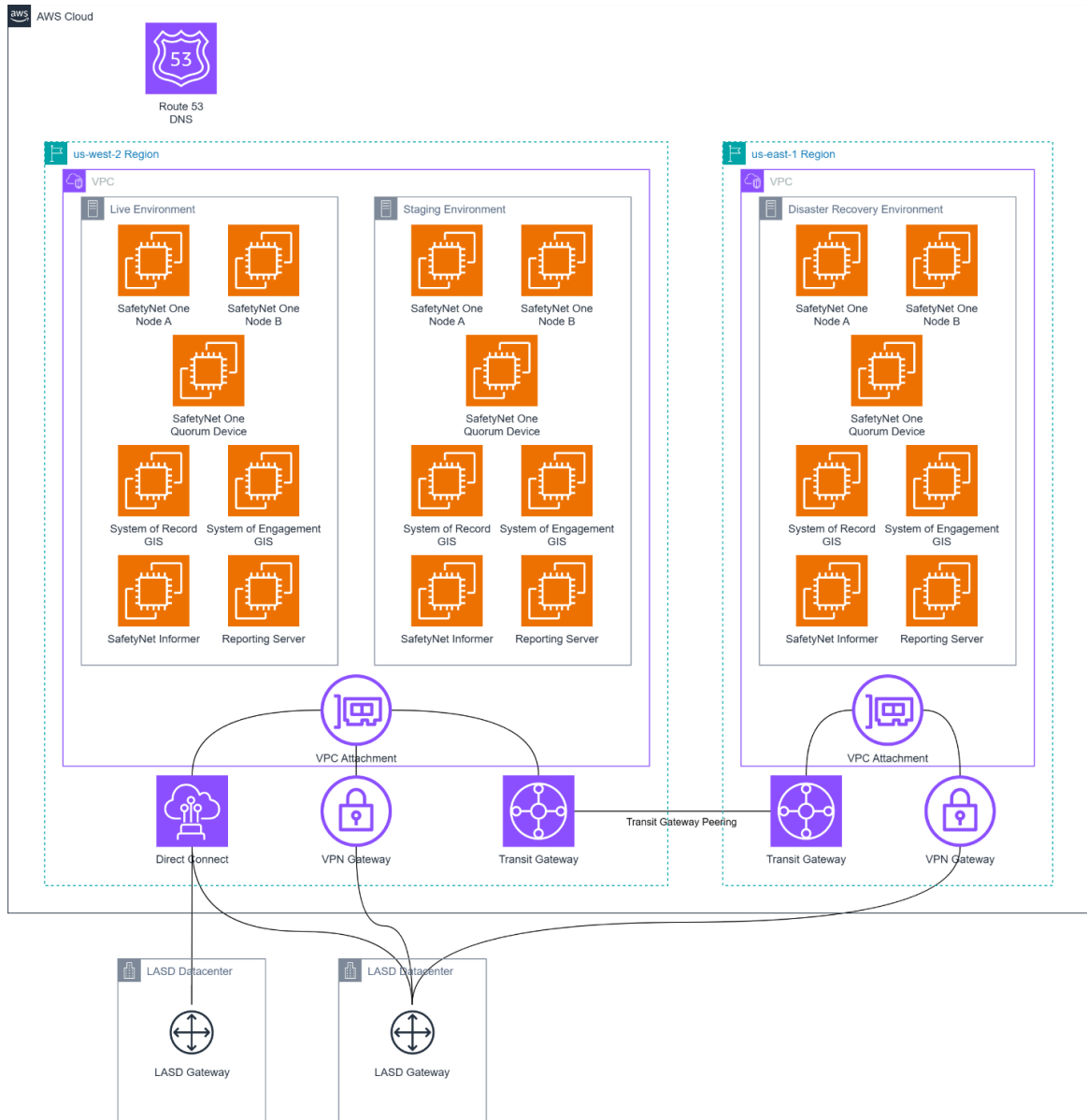
- Functional Testing: Contractor must demonstrate the functionality outlined in Exhibit B (Solution Requirements) to the Contract, including creating test scenarios to support the demonstrated functionality.
- Interface Testing: For each Interface, Contractor must create a test plan. To address the functionality of the Application in each environment in which the Interface is to be deployed (e.g., production, disaster recovery, etc.) County Project Manager will coordinate Interface testing with any third parties.
- Systems Integration Testing: Contractor must provide comprehensive integration testing for all Solution components utilizing scenarios and test scripts that fully test the System.
- Performance and Load Testing: Contractor must utilize automated tool(s) to accurately simulate the performance of the CAD Application at maximum capacity for a period not less than 72 consecutive hours. Contractor must deliver reports to document testing outcomes.
- Operational Readiness Testing: Contractor must provide operational readiness testing which includes, but is not limited to:
 - Database backup,
 - Database recovery,
 - Rollback,
 - Failover, and
 - Security

Task 8 Deliverables	Pay Point
Comprehensive Testing Plan	Yes
Functional Testing	15%
Interface Testing	15%
Systems Integration Testing	15%
Performance and Load Testing	15%
Operational Readiness Testing	15%
Testing Report	15%
Schedule User Training	5%
All Project meeting related agendas and minutes	5%

9.0 Task 9 – SafetyNet One Installation

Contractor must work with the Department's IT staff and AWS to deploy the AWS instances as outlined in the System Architecture diagram below, subject to County Project Manager's written authorization to proceed.

(Task 9 continued on next page)



Following the deployment of the AWS cloud instances, Contractor must provide a follow-up report of completion documenting the results and accompanied by a final 'as-built' System architecture diagram.

Contractor must install the CAD and Mobile Applications on end-User workstations, as applicable, and develop a software distribution plan that outlines the following:

- How the software can be accessed and installed on standalone workstations (e.g., FTP site, thumb drive, Microsoft System Center Configuration Manager),
- Instructions for installation,
- Steps to ensure the application is kept current, and
- Timeline for installation.

Contractor must also install all back-end software and Third-Party Software (e.g., server software), as applicable.

Task 9 Deliverables	Pay Point
Deploy AWS Cloud Instances	Yes
Final 'as-built' System Architecture Documentation	15%
Final 'as-built' System Architecture diagram	15%
Software Distribution Plan	15%
Installation of CAD and Mobile Applications on end-User workstations (as required)	15%
Installation of all back-end Software	15%
Installation of all Third-Party Software	15%
All Project meeting related agendas and minutes	10%

10.0 Task 10 – User Acceptance Test

Contractor must initially deploy its Solution for the Department as a decentralized dispatch model. Contractor understands it is the Department's intent to transition to a centralized dispatching model prior to Final Acceptance (Task 12). Contractor also understands the County, in its sole discretion, may elect to delay implementing a centralized dispatch model to a later date.

Contractor must conduct User Acceptance Testing in the form of a Phase 1 rollout. Contractor must provide on-site support for the County during the Phase 1 (User Acceptance Test) period. Contractor must develop and document a Go-Live Plan agreeable to the County. Additionally, Contractor must also develop a mock Go-Live scenario for presentation to the County, as well as a process to triage any System issues and/or support requests.

Initially, Contractor must complete all Tasks and Subtasks described in this Task 10 for Part A – Decentralized. Upon the Department's request, Contractor must repeat Tasks 10-12, and all Subtasks described therein for deployment of Part B - Centralized.

10.1 Subtask 10A - Part A – Decentralized

10.1.1 Phase 1 Pilot (User Acceptance Test)

For Phase 1, Contractor and the County plan on a Pilot period of 90 calendar days. During this phase, the configured CAD will be rolled out to a select number of Department station(s), no fewer than 10 stations, for User Acceptance Testing (UAT) for a period of 90 consecutive days. UAT ensures that Contractor's CAD Solution meets all final Requirements, and

identifies any cosmetic, operational, and functional modifications which may be required. During the 90-consecutive-day UAT period, Users will perform hands-on testing of the Solution in a live environment, and report deficiencies to the County's helpdesk.

During Phase 1, Contractor must have a dedicated Project team on-site to provide any necessary assistance. Contractor's Project team must be comprised of SMEs in all aspects of the Application and must be the personnel that provided support during implementation. During the first 30 calendar days of Phase 1, the Project team will be available on a 24/7 basis, or as required by the County. For the second 30 calendar days of Phase 1, Contractor's Project team will be available on-site during standard business hours. During the final 30 calendar days of Phase 1, the County will utilize Contractor's standard support services.

Contractor understands that upon occurrence of any Major Deficiency during Phase 1, the Pilot will stop. Contractor must then correct such Major Deficiency, and upon the correction of each such Major Deficiency, the 90-consecutive-day Phase 1 UAT period will restart. The Phase 1 Pilot will conclude after a successful 90-consecutive-day period free from any Major Deficiency, as defined in Exhibit C (Service Level Agreement) to the Contract.

Contractor must work with the County to identify all minor Deficiencies not resolved during Phase 1 and develop an action plan for resolving each minor deficiency. Contractor must also resolve all minor Deficiencies, as determined by the County in its sole discretion. At the conclusion of the Phase 1 Pilot, and upon approval of County Project Director, the Department will proceed to Phase 1 Go-Live as specified in Paragraph 10.1.2 below.

10.1.2 Phase 1 Go-Live Plan

Contractor must develop a Go-Live Plan with the County. Due to the new or future centralized dispatching operational model of the Department, the County expects best practices on Go-Live to be continually discussed throughout the Configuration of the Application to determine the optimal approach for the County. Contractor must provide options and recommendations to the County on how best to Go-Live with the Solution. Following agreement by the County and Contractor on the Go-Live strategy, Contractor must thoroughly document the strategy including specific details on how the System will be transitioned.

Following review and approval of the detailed Go-Live strategy, Contractor must develop a mock Go-Live scenario, which will be a step-by-step breakdown of the tasks and actions to be taken by both the County and Contractor's Go-Live Project team. Assuming a successful mock Go-Live, Contractor must document any modifications required of the Go-Live Plan and coordinate Go-Live.

10.2 Subtask 10B - Part B – Centralized

10.2.1 Phase 1 Pilot (User Acceptance Test)

For Phase 1, the County plans on a Pilot period of 90 calendar days. During Phase 1, the configured CAD will be rolled out to a select number of Department station(s), no fewer than 10 stations, for User Acceptance Testing (UAT) for a period of 90 consecutive days. UAT ensures that Contractor's CAD Solution meets all final Requirements, and identifies any cosmetic, operational, and functional modifications which may be required. During the 90-consecutive-day UAT period, Users will perform hands-on testing of the Solution in a live environment, and report deficiencies to the County's helpdesk.

During Phase 1, Contractor must have a dedicated Project team on-site to provide any necessary assistance. Contractor's Project team will be comprised of SMEs in all aspects of the Application and will be the personnel that provided support during implementation. During the first 30 calendar days of Phase 1, Contractor's Project team must be available on a 24/7 basis, or as required by the County. For the second 30 calendar days of Phase 1, Contractor's Project team will be available on-site during standard business hours. During the final 30 calendar days of Phase 1, the County will utilize Contractor's standard support services.

Contractor understands upon occurrence of any Major Deficiency during Phase 1, the Pilot will stop. Contractor must correct such Major Deficiency, and upon the correction of each such Major Deficiency, the 90-consecutive-day Phase 1 UAT period will restart. The Phase 1 Pilot will conclude after a successful 90-consecutive-day period free from any Major Deficiency.

Contractor must work with the County to identify all minor Deficiencies not resolved during Phase 1 and develop an action plan for resolving each minor deficiency. Contractor must also resolve all minor Deficiencies, as determined by the County in its sole discretion. At the conclusion of the Phase 1 Pilot, and upon approval of County Project Director, Department will proceed to Phase 2 Go-Live as specified in Paragraph 10.2.2 below.

10.2.2 Phase 1 Go-Live Plan

Contractor must develop a Go-Live Plan with the County. Contractor understands that due to the unique operational model of the Department, the County expects best practices on Go-Live to be continually discussed throughout the Configuration of the Application to determine the optimal approach for the County. Contractor must provide options and recommendations to the County on how best to Go-Live with the Solution. Following the agreement by the County and Contractor on the Go-Live strategy, Contractor must thoroughly document, in writing, the strategy with specific details on how the System will be transitioned.

Following review and approval of the detailed Go-Live strategy, Contractor must develop a mock Go-Live scenario, which will be a step-by-step

breakdown of the tasks and actions to be taken by both the County and Contractor's Go-Live Project team. Assuming a successful mock Go-Live, Contractor must document any modifications required of the Go-Live Plan and coordinate Go-Live.

Task 10 Deliverables	Pay Point
User Acceptance Testing – Phase 1	Yes
Onsite Support via UAT Phase 1 (90 days) 30 days 24/7 onsite 30 days onsite during business hours 30 days via standard support procedures	30%
UAT Phase 1 Go Live Plan	30%
UAT Phase 1 Go Live Plan – Mock Scenario and Documentation	10%
User Acceptance Testing – Phase 2	
Onsite Support via UAT Phase 2 (90 days) 30 days 24/7 onsite 30 days onsite during business hours 30 days via standard support procedures	10%
UAT Phase 2 Go Live Plan	5%
UAT Phase 2 Go Live Plan – Mock Scenario and Documentation	5%
Schedule Go Live	5%
All Project meeting related agendas and minutes	5%

11.0 Task 11 – User Acceptance Test

Contractor understands the Department will initially deploy a decentralized dispatch model and that it is the Department's intent to transition to a centralized dispatching model prior to Final Acceptance (Task 12). The County, in its sole discretion, may elect to delay implementing a centralized dispatch model to a later date.

Contractor must provide on-site support for the County during the Go-Live period. During Phase 2, Contractor's resources will be required to be on-site and at multiple locations throughout the County to provide ongoing support.

Initially, Contractor is expected to complete all Tasks and Subtasks described in Task 11 for Part A – Decentralized. Upon the Department's request, Contractor understands they will be expected to repeat Tasks 10-12, and all Subtasks described therein for deployment of Part B - Centralized.

11.1 Part A - Decentralized

11.1.1 Phase 2 Go-Live Department Rollout (Reliability Test)

For Phase 2, the County plans on a Go-Live period of 90 calendar days. Contractor's Go-Live Project team must be comprised of SMEs in all aspects of the Solution and must be personnel that provided support during implementation. For the first 30 calendar days of Go-Live, Contractor's Go-Live Project team must be available on a 24/7 basis, or as required by the County. For the second 30 calendar days of Go-Live, Contractor's Go-Live Project team must be available on-site Monday through Friday during business hours. During the final 30 calendar days of Phase 2, the County will utilize Contractor's standard support services.

Notwithstanding the above, any identified Major Deficiency categorized as Severity Level 1 or Severity Level 2 must be corrected by Contractor within a time period agreed-to by both parties.

The same iterative process described above will commence and will conclude upon an operational period of 90 consecutive-days free of any Major Deficiency as determined by County Project Manager.

11.2 Part B – Centralized

11.2.1 Phase 2 Go-Live Department Rollout (Reliability Test)

For Phase 2, the County plans on a Go-Live period of 90 calendar days. Contractor's Go-Live Project team must be comprised of SMEs in all aspects of the Solution and must be the personnel that provided support during implementation. For the first 30 calendar days of Go-Live, Contractor's Go-Live Project team must be available on a 24/7 basis, or as required by the County. For the second 30 calendar days of Go-Live, Contractor's Go-Live Project team must be available on-site Monday through Friday during business hours. During the final 30 calendar days of Phase 2, the County will utilize Contractor's standard support services. Notwithstanding the above, any identified Major Deficiency categorized as Severity Level 1 or Severity Level 2 must be corrected by Contractor within the time period agreed to by both parties.

The same iterative process described above will commence and will conclude upon an operational period of 90 consecutive-days free of any Major Deficiency as determined by County Project Manager.

Task 11 Deliverables	Pay Point
Go-Live – Phase 2 Part A Centralized	Yes
Onsite Support via Go-Live Phase 2 Part A Centralized (90 days) 30 days 24/7 onsite 30 days onsite during business hours 30 days via standard support procedures	45%

Go-Live – Phase 2 Part B Decentralized	
Onsite Support via Go-Live Phase 2 Part B Decentralized (90 days) 30 days 24/7 onsite 30 days onsite during business hours 30 days via standard support procedures	45%
All Project meeting related agendas and minutes	10%

12.0 Task 12 - Final Acceptance

The Department will initially deploy a decentralized dispatch model. It is the Department's intent to transition to a centralized dispatching model prior to Final Acceptance (Task 12). The County, in its sole discretion, may elect to delay implementing a centralized dispatch model to a later date.

Contractor must assist the County in verifying that the CAD Solution meets Final Acceptance criteria according to the requirements outlined in Exhibit B (Solution Requirements) to the Contract.

Initially, Contractor must be expected to complete all Tasks and Subtasks described in Task 12 for Part A – Decentralized. Upon the Department's request, Contractor must repeat Tasks 10-12, and all Subtasks described therein for deployment of Part B - Centralized.

12.1 Part A - Decentralized

At the conclusion of Phase 2, the County and Contractor must verify that all Final Acceptance criteria have been met. The County will deliver to Contractor a Final Acceptance Certificate evidencing achievement of Final Acceptance. The Final Acceptance Certificate date will mark the commencement of the first year of the Maintenance and Support Period.

Notwithstanding the above, should Part B of Task 12 occur prior to Final Acceptance Part A, the requirement to achieve Final Acceptance Part B will cease to be a required task.

The cumulative total of Holdbacks held by the County to date will be remitted to Contractor upon Final Acceptance, and upon the County's receipt from Contractor of an approved invoice, as further specified in Paragraph 7.1 (Invoices) and Paragraph 7.1.7 (Holdbacks) of the Contract.

12.2 Part B - Centralized

At the conclusion of Phase 2, the County and Contractor must verify that all Final Acceptance criteria have been met. The County will deliver to Contractor a Final Acceptance Certificate evidencing achievement of Final Acceptance. The Final Acceptance Certificate date will mark the commencement of the first year of the Maintenance and Support Period.

Notwithstanding the above, should Part B of Task 12 occur after Contractor's achievement of Final Acceptance, Part A - Decentralized, the County's Final Acceptance Certificate will be qualified and will include a disclaimer indicating that Contractor is still obligated to comply and perform the task for Part B - Centralized of Tasks 10-12, and achieve Final Acceptance, Part B - Centralized of Task 12. Failure of Contractor to comply with Part B of Task 12 may result in the County, in its sole discretion, exercising all appropriate legal remedies (both in law and equity) at its disposal to protect itself from Contractor's breach of the Contract.

The cumulative total of Holdbacks held by the County will be remitted to Contractor upon Final Acceptance, and upon the County's receipt from Contractor of an approved invoice, as further specified in Paragraph 7.1 (Invoices) and Paragraph 7.1.7 (Holdbacks) of the Contract.

Task 12 Deliverables	Pay Point
Part A - Verify that all Final Acceptance criteria have been met	Yes
Part A - Invoice	25%
Part B - Verify that all Final Acceptance criteria have been met	25%
Part B - Invoice	25%
All Project meeting related agendas and minutes	25%

13.0 Task 13 – Documentation

Contractor must develop and produce all Documentation related to the CAD System. All Documentation provided must be for the specific software installed for the Department and tailored to the County's operations. All Documentation must be available in electronic format.

Contractor must update all Documentation, as applicable. The content, form, and format for all documents will be as approved by County Project Director. The following Documentation must be provided by Contractor:

- Configuration Documentation,
- Interface Documentation,
- System administration manuals,
- Application software tutorials,
- Data dictionaries,
- Database set-up and maintenance information,
- Entity relationship diagrams,
- Report creation and maintenance manuals,

- Ad hoc reporting manuals,
- System architecture Documentation,
- Helpdesk support and call escalation procedures,
- Disaster recovery manuals,
- Data conversion assessment and conversion plan,
- GIS assessment and import/maintenance instructions,
- Business continuity strategy,
- Training manuals, including the following:
 - Mobile,
 - Desktop,
 - Admin, and
- Go-live plan.

The above Documentation is the minimum Documentation required and is not considered a comprehensive list. The County expects other Documentation to be included over the course of the Project (e.g., agendas, minutes, and other Contractor-recommended Documentation). As mentioned, all Documentation must be reviewed and signed off by County Project Director to achieve formal acceptance from the County.

Task 13 Deliverables	Pay Point
Updated Configuration Documentation	Yes
Updated Interface Documentation	5%
Updated System administration manuals	5%
Updated Application software tutorials	10%
Updated Data dictionaries	5%
Updated Database set-up and maintenance information	5%
Updated Entity relationship diagrams	5%
Updated Report creation and maintenance manuals	5%
Updated Ad hoc reporting manuals	5%
Updated System architecture Documentation	10%
Helpdesk support and call escalation procedures	5%

Disaster recovery manuals	5%
Updated Data conversion assessment and conversion plan	5%
Updated GIS assessment and import/maintenance instructions	5%
Updated Business continuity strategy	5%
Updated Training manuals including the following: <ul style="list-style-type: none"> • Mobile • Desktop • Admin 	15%
All Project meeting related agendas and minutes.	5%

14.0 Task 14 – Training and User Documentation

The County will coordinate the training logistics (e.g., location, time, personnel). Contractor must provide the training to the County personnel on the CAD Application. Contractor must, with input from the County, develop a training plan. Contractor must provide training in the manner set forth in the Training Plan and as approved by the County. Contractor may be required to perform training outside of standard business hours. Should the County determine the training provided is inadequate, Contractor must conduct additional training sessions.

14.1 Subtask 14A - Training

The training plan must at minimum include a description of training courses, methods for delivery, target training groups, training schedule, training materials, training requirements (e.g., facilities, equipment), and business scenarios.

Contractor must provide on-site technical training for the Department's System Administrators, which includes:

- Solution administration,
- Database administration,
- Operation, and
- Configuration of the Solution.

Contractor must provide Solution Configuration training. The purpose of Task 14 is to train select County technical staff to configure Contractor's System, which will include:

- Table-driven Configuration,
- User Interface Configuration,
- Security Configuration,
- Workflow Configuration, and

- User ID setup and management.

Contractor must utilize a train-the-trainer (T3) approach for end-User training for the CAD and Mobile Application and will provide the requisite tools to Department training personnel for future training delivery. Contractor must provide 160 training hours for CAD, and 40 hours for Mobile.

Contractor must provide applicable T3 training to Department personnel (e.g., System Administrators and technical staff). Contractor must provide 40 training hours for System Administration.

Contractor must provide 288 hours of additional CAD training to support the training of the first two stations. Training will be provided 24 hours a day for 3 consecutive days.

Contractor must provide all T3 training materials (e.g., agendas, syllabi, and course materials) to County Project Manager, for review and approval, at least three weeks prior to any training taking place. All training materials must be tailored to the County's actual design, not standard COTS Documentation.

Contractor must develop computer-based "e-training" materials. The online computer-based training will be used by County's SME trainers to familiarize personnel with the Application.

Notwithstanding the foregoing, should the County require additional training sessions beyond those quoted during negotiations, said training must be delivered pursuant to a formal executed Change Notice to the Contract issued by the County to Contractor for Optional Work, utilizing Pool Dollars, in accordance with Paragraph 10.2 (Change Notices) and Paragraph 3.3.4 (Optional Work), of the Contract.

14.2 Subtask 14B - User Documentation

Contractor must develop complete User Documentation and "quick reference guides" all of which must be available online for distribution. User Documentation must include:

- User Reference Manual – includes step-by-step desk procedures for performing business operations using the Solution, and
- Quick Reference Guides – that serve as "cheat sheets" that highlight how to perform common operations using the Solution.

Contractor must develop a technical system administration and operations manual that details the Solution's maintenance procedures, including:

- User roles and credentials,
- Solution security,
- Application of Software patches and upgrades,
- Data table maintenance and configuration,
- Offline processing,

- GIS data import process,
- Interfaces,
- Report development and maintenance,
- Offline schedules – jobs and dependencies (daily, weekly, monthly, annual), and
- Troubleshooting.

Contractor must develop context-sensitive on-line User help resources for all aspects of the Solution, as well as complete technical Documentation, all of which will be available online for distribution.

The Technical and User Documentation must be submitted for review and approval by County Project Manager following the completion of the initial draft and prior to final delivery. The review must occur during the designated Project milestones, ensuring that all Documentation meets County standards and requirements before implementation or deployment.

Task 14 Deliverables	Pay Point
Updated Training Plan (if applicable)	Yes
On-site technical training for the Solution, which includes: <ul style="list-style-type: none"> • Solution administration • Database administration • Operation • Configuration of the Solution 	40%
Solution configuration training	10%
Computer based e-training materials	10%
User Reference Manual	10%
Quick Reference Guides	10%
On-line User help resources	10%
All Project meeting related agendas and minutes	10%

15.0 Task 15 – Solution Maintenance and Support and 24/7 Helpdesk Support

Contractor must formally transition the Project from implementation to support. Contractor must provide the County with a dedicated account manager and a 24/7 Helpdesk throughout System implementation and as needed to provide maintenance and support Services.

Following Final System Acceptance, the Solution will shift to standard System support. Solution maintenance requirements and service levels are described in Exhibit C (Service Level Agreement) and elsewhere throughout the Contract.

Task 15 Deliverables	Pay Point
Account Manager Handoff	Yes
All Project meeting related agendas and minutes	100%

ATTACHMENT A.2

DELIVERABLE ACCEPTANCE PROCESS FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES

1.0 Notifying the County of an Expected Delivery - At least one week prior to the time that a Deliverable is to be delivered to the County, in accordance with the PCD project schedule, Contractor must notify the County via email of the planned delivery, indicating the name of the Deliverable, the Deliverable number as listed in the Statement of Work (which is also identified for invoicing), the item number as listed in the work breakdown structure in the PCD, the version number, and the expected date of delivery. Contractor may include or attach a list of recommended criteria for the County to use in reviewing the Deliverable, although the County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project. Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis, such as status reports and schedule updates.

2.0 Preparing the Deliverables

- a. Document Deliverables - Contractor must prepare the document as an electronic MS Word file (unless otherwise stated in the subject Task), with the file name as follows: XXX System Deliverable [name of deliverable] version [version number] Contractor must also deliver five paper copies of any charts or tables that exceed 8 ½ x 14 inches.
- b. Desktop-software Deliverables - such as large data tables, Microsoft Project or Excel files, System mock-ups, etc., where the Deliverable cannot be fully reviewed as a PDF file but can be opened or executed on a Department desktop computer, Contractor must prepare a file using the same file-naming convention as for document Deliverables.
- c. Software or data Deliverables to be installed into the System - Contractor must prepare the file(s) in accordance with a naming convention and change-control procedure to be determined.
- d. Continuous Deliverables - such as ongoing logs, etc., Contractor must prepare a written description of the Deliverable when the initial version of the Deliverable is ready for review.

3.0 Transmitting the Deliverable

- a. Document and Desktop-software Deliverables - Contractor must email the Deliverable to the County. The email is required to have the Deliverable's name and version number in the email's subject line, and the body of the email must serve as a cover letter indicating that this is a formal delivery. If a file is too large to send via email attachment, Contractor must place the file on the project's SharePoint site (or similar arrangement) and insert the link to that specific file into the body of the email.
- b. Software or data Deliverables to be installed into the System - Contractor must electronically load and install the files into the test environment through a formal change-control process. Contractor must notify the County by email as soon as the software has been delivered, with the Deliverable's name and version number in the email's subject line. When the Deliverable is transmitted, Contractor must also submit a Task/Deliverable Acceptance Certificate in

accordance with Paragraph 3.8 (Approval of Work) of the Contract. The County Project Manager and County Project Director will sign this form when the Deliverable is accepted.

4.0 Reviewing the Deliverable - A Deliverable is considered “out of sequence” when preceding Deliverables (based on the sequence shown in the PCD’s project schedule) have not yet been delivered and accepted. The County may, at its discretion, postpone its review of an out-of-sequence Deliverable until all preceding Deliverables have been accepted.

- a. Document Deliverables - All delivered documents are considered DRAFT submissions, subject to review and approval by the County Project Manager. The County must distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and needs for improvement.
- b. Software or data Deliverables to be installed into the System – The County will, with Contractor assistance, exercise or test the System with the delivered software installed, and make detailed notes of any deficiencies, anomalies, and needs for improvement.
- c. Other Deliverables – The County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.

5.0 Preparing the Deliverable Response – The County will consolidate and integrate reviewer notes into a well-organized written Deliverable Response that clearly explains what in particular is deficient, questionable, or needs improvement, and if relevant, reference any specific requirements or criteria. The Deliverable Response will indicate either that (a) the Deliverable is accepted, or (b) the Deliverable needs to be revised and go through another review cycle.

- a. Transmitting the Deliverable Response – The County will email the Deliverable Response to Contractor, and/or hold a conference call to present and discuss the Deliverable Response.
- b. Discussing the Deliverable Response - If desired, Contractor may discuss the Deliverable Response with the County, and the County may revise the Deliverable Response.
- c. Revising and Resubmitting the Deliverable - If the Deliverable Response indicated that the Deliverable needs to go through another review cycle, Contractor is required to revise the Deliverable based on the County’s feedback in the Deliverable Response. Contractor must submit the revised Deliverable using sequential version numbers (or release number) to identify each revision submitted, along with the revised Deliverable. The County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out. Each time a revised version of the Deliverable is submitted, it must again go through all the steps in this Process.
 - i. Contractor must submit a **Response Tracking Sheet** which indicates how each item on the Deliverable Response was addressed in revising the Deliverable.

- ii. Contractor must maintain a **Deliverable Change Log** which clearly points out (a) what has changed since the previous version of the Deliverable, and (b) all cumulative changes from the initial version that was submitted.

6.0 Accepting the Deliverable - When the Deliverable Response indicates that the Deliverable is accepted, the County Project Manager and County Project Director will sign the Task/Deliverable Acceptance Certificate and the Process ends. A copy of the signed Task/Deliverable Acceptance Certificate will be provided to Contractor. For **document deliverables**, the word “final” is added to the file name.

7.0 Maintaining the Deliverable

- a. For one-time Deliverables - after a Deliverable has been accepted, any further changes must be made in accordance with the Change Notice process (refer to Paragraph 10.2 of the Contract). The County will own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as County deems fit. Contractor is required to keep a copy of the final Deliverable, and any amendments, in its project records.
- b. For continuous Deliverables - Ongoing Project Management (Task 2): Contractor must maintain, administer, and update the Deliverable(s) in accordance with applicable specifications and purposes. The County may from time to time review the status of the Deliverable(s) and will indicate to Contractor any deficiencies that require re-working.

8.0 Deliverable List

Deliverable	Pay Points	Cost
Deliverable 1.		
Deliverable 2		
Deliverable 3.1		
Deliverable 3.2		
Deliverable 4		
Deliverable 5		
Deliverable 6		
Deliverable 7.1		
Deliverable 7.2		
Deliverable 7.3		
Deliverable 8.1		
Deliverable 8.2		
Deliverable 9.1		
Deliverable 9.2		
Deliverable 9.3		

Deliverable	Pay Points	Cost
Deliverable 9.4		
Deliverable 9.5		
Deliverable 9.6		
Deliverable 10.1		
Deliverable 10.2		
Deliverable 10.3		
Deliverable 10.4		
Deliverable 11		
Deliverable 12.1		
Deliverable 13.1		
Deliverable 13.2		
Deliverable 13.3		
Deliverable 13.4		
Deliverable 14		
Deliverable 15		

ATTACHMENT A.3

PROJECT CONTROL DOCUMENT
FOR
COMPUTER-AIDED DISPATCH (CAD) SERVICES
(PLACEHOLDER)

ATTACHMENT A.4

CAD SYSTEM INTERFACES FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES

1.1 Overview

This Attachment A.4 provides the required Interfaces to be developed by Contractor:

- a. Interface Overview Document (IOD): This document will serve as a control document for the development of the Interface(s). The IOD will provide a functional description of the Interface, identify the direction of the Interface, identify the tools to be used, identify data to be transferred, an explanation of how the data will be transferred, and how the data will be mapped with the third-party system identified.
- b. Interface Testing Plan (ITP): Each Interface must have a corresponding testing plan. The initial ITP will be drafted by Contractor and will subsequently be reviewed by County Project Manager. Contractor must work with County Project Manager to make modifications to the ITP until approved by the County.
- c. Final Interface: Contractor is responsible for developing and deploying the Final Interface. As the Interface is developed, Contractor must coordinate with County Project Manager during development to ensure alignment with the County's vision and the applicable IOD (e.g., storyboards, mock-ups).

County Project Manager will coordinate any meetings required with the third parties identified.

Contractor must use industry standards in developing these Interfaces such as National Information Exchange Model (NIEM) and abide by all federal and state security requirements [e.g., Criminal Justice Information System (CJIS)].

1.2 System Interfaces

The following is a list of the Interfaces required for the CAD and Mobile application.

1.2.1 JDIC/NCIC/CLETS/County-wide Databases

1.2.1.1 System Overview

The Justice Data Interface Controller (JDIC) is a regional law enforcement data communications system networked throughout the County. JDIC serves the Department, other police agencies within the County and provides services to the District Attorney, the Probation Department, the municipal and superior courts and numerous other local, state, and federal criminal justice agencies. The primary function of JDIC is to provide County law enforcement agencies instant access to local, state, and federal data files and communication throughout the County, state, and nation. The County-wide Databases refers to a number of local databases, including Countywide Warrant System (CWS), Automated Justice Information System (AJIS), Juvenile Automated Index (JAI), and Electronic Suspected Child Abuse Reporting System (eSCARS). A single query must hit all applicable databases.

1.2.1.2 Functional Overview

The County is seeking the following functionality from the CAD and Mobile applications:

- Query capabilities with ability to import and attach returns to calls-for-service (CFS) records.
- Data entry capabilities to databases defined by the Department from both CAD and Mobile (e.g., entering information into the Stolen Vehicle System (SVS)). Read/Write capabilities would be dependent on the database (e.g., no entry/modification of warrants).
- Ability for CAD masks to appropriately query relevant third-party databases.

1.2.1.3 Anticipated Workflow

The Interface must allow for Users to query databases associated with JDIC, California Law Enforcement Telecommunications System (CLETS)/National Crime Information Center (NCIC), and County-wide Databases. The Interface must be supported between CAD and Mobile. Dependent on the specific query/query mask, the expectation is that any databases linked to those applications must be eligible for the query. Returns from the query must then be made available for attachment to records and made eligible for import into reports. For example, in the CAD/Mobile applications, a User would enter information in the appropriate inquiry mask. When that individual submits the query, the databases associated with that query would be searched. Further, the Department would like to explore the capability to do direct entry into those systems from the CAD and Mobile. This would allow Users to see the results at the time of the query (as opposed to running a new query at that time when returns may be different).

1.2.2 VESTA E9-1-1 Solution

1.2.2.1 System Overview

The Enhanced 911 (E-911) application provides the Automatic Number Identification (ANI) and Automatic Location Identification (ALI) data of incoming 911 calls. It is the Department's intent for the CAD Solution to have an Interface with the E-911 application so that data can be easily transferred into the CAD application. Additionally, the CAD Solution must be capable of interfacing with Next Generation 911 (NG-911) technologies.

1.2.2.2 Functional Overview

The County is seeking the following functionality from the CAD Solution:

- Upon operator action (e.g., push button), data from the E-911 application is transferred into the appropriate data fields of the call entry screen.

1.2.2.3 Anticipated Workflow

Information received by the E-911 system must be made available for import into the CAD Solution. When a call is received by a telecommunicator, the telecommunicator must have the option of transferring the call data from the E-911 into the call entry mask. Further, information from the E911 system must be eligible for modification.

1.2.3 Validar 86 (Link M Technologies)

1.2.3.1 System Overview

When lights and sirens are activated, the Validar 86 system provides a unit status update to the GST Mapper system. The purpose of the system is to provide a visual update of the unit's status when lights and sirens are activated.

1.2.3.2 Functional Overview

The County is seeking the following functionality from the Mobile application:

- When field personnel activate lights and sirens, the Mobile application must automatically update to a County-defined unit status.

1.2.3.3 Anticipated Workflow

A User would activate their vehicle's lights and sirens and the Validar 86 equipment must be notified visually. When activated, the System must automatically update the User's unit status in the CAD System and visually display on the map.

Designated Users must be able to pull the audit trail for any vehicle captured by the Validar that is stored within the mapping system. At a minimum, the audit trail must provide the vehicle number, speed, location, activation of lights, activation of siren, or any combination thereof. These audits are used for investigations of both external and internal request.

1.2.4 Law Enforcement Records Management System

1.2.4.1 System Overview

The Department currently utilizes an internal Records Management System (RMS) called the Los Angeles Crime Information System (LARCIS). The Department is currently exploring the replacement of LARCIS with a commercially available RMS application. The

CAD Solution must transfer applicable call-for-service (CFS) data to the Department's RMS application.

1.2.4.2 Functional Overview

The County is seeking the following functionality from the CAD and Mobile application:

- At to-be-determined intervals, CFS information must be transferred to the RMS database into the corresponding data fields.
- Information from the Mobile application must be made available for export into a field reporting application, with data appropriately mapped. This includes any system queries by the Mobile User.
- Users currently use the Department's Legacy CAD system to access the Uniform Report Number (URN) module to create an URN and have the ability to reference the URN on either a call for service or observation.

1.2.4.3 Anticipated Workflow

When dispatched to an incident, CFS information must be made available for transfer into the RMS. At certain intervals, data must be transferred into the RMS with all relevant data. As information becomes modified/updated, the appropriate data fields in the RMS must also be modified. The CFS must provide shell data for any reports. Additionally, in the event the Department acquires field reporting software, information captured in the Mobile application, including both CFS data as well as any queries run from the Mobile application must be eligible for transfer into the report writing application. All data must be appropriately mapped to the corresponding data fields.

Using the Mobile Digital Computer (MDC) CAD application, Users must be able to create a Uniform Report Number (URN) that is generated via an Interface to the LARCIS application.

1.2.5 Regional Allocation of Police Services (RAPS)

1.2.5.1 System Overview

The Regional Allocation of Police Services (RAPS) is an archive reporting system created to mimic MDC System on a personal computer system. RAPS is an on-line system containing information that forms the official record of the Department's patrol unit activity. This information provides Department executives, Contract Law Enforcement Bureau and station administrators with statistical data relevant to policing jurisdictions. RAPS serves as a management tool for the deployment of patrol personnel, analysis of individual patrol units' performance, budgetary justifications and

reporting to contract cities regarding levels of police services. The system proprietor is a panel comprised of representatives from the Field Operations Regions.

1.2.5.2 Functional Overview

The Department currently uploads data from the legacy CAD system once per shift, resulting in a lack of real-time tracking and statistical data. This delay hinders timely access to critical information and impacts data-driven decision-making.

1.2.5.3 Anticipated Workflow

At to-be-determined intervals, CAD data information must be transferred to the RAPS database into the corresponding data fields.

1.2.6 Body Worn Cameras

1.2.6.1 System Overview

Deputy body-worn cameras (BWCs) are relatively small devices that record interactions between community members (e.g., the public, suspects, and victims) and Sheriff deputies.

1.2.6.2 Functional Overview

At present, the deputies in the field are tasked with the manual assignment of incident numbers to the video metadata and also manually entering the data into the CAD narrative. This process lacks automation, which underscores the need for a more efficient system. The video metadata is then pulled from evidence.com via API and cross-referenced with CAD records using a third-party tool.

These exceptions encompass codes for station activities devoid of public contact, responses to calls that were canceled prior to the deputy's arrival, or CAD narratives indicating that BWC activation was not required by policy.

1.2.6.3 Anticipated Workflow

Currently deputies must manually enter and “tag” videos within the CAD System.

The Department would like an Interface to the CAD System which allows the ease of tracking and tagging of incidents with the necessary BWC information.

EXHIBIT B

SOLUTION REQUIREMENTS

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

Technical Requirement

REQ #	Technical Requirement
Multiple Environments	
1	The Solution has the ability to support multiple environments, including the following:
1 a	Production
1 b	Test
1 c	Training
1 d	Disaster Recovery
2	The Solution performs complex queries, involving multiple parameters, without adversely impacting performance in the production environment.
3	The Solution performs historical system queries without adversely impacting performance in the production environment.
4	The Solution can be modified in the test environment and pushed/uploaded to the production environment.
5	The Solution supports the following architectures for all environments (e.g., production on-premise, replication in cloud): *Proposer must specify, in comments section, the on-premise portions vs. cloud.
5 a	A cloud computing architecture.
5 b	An on-premise architecture.
6	A hybrid of cloud computing and on-premise architecture.
7	The Solution replicates data from production to Disaster Recovery environment synchronously or asynchronously (with an agency-defined lag) as needed.
8	The Solution allows the System Administrator to determine the lag time between production and replication environments.
9	The Solution supports a clustered architecture environment.
10	The Solution supports a virtualized server environment. *Proposer must specify, in comments section, the virtualization software utilized.
Application Accessibility	
11	The Solution can be accessed from the following device(s):
11 a	Desktop
11 b	Mobile Computer
11 c	Smart phone
11 d	Tablet
12	The Solution supports multiple operating systems from MS Intune MDM, including, but not limited to the following:
12 a	iOS
12 b	Android
Database	
13	The Solution provides a relational database management system.
14	The Solution supports the following database(s):
14 a	Oracle database
14 b	MS SQL database
15	The Solution provides a common error table across applications for system monitoring.
16	The Solution supports transparent data encryption for database files.
17	The Solution supports compression within the database without additional latency. *Proposer must identify, in comments section, the tools being used for compression with an explanation of how this will be accomplished.
18	The Solution enables sub-partitioning of the tables within the database.

Technical Requirement

19	The Solution masks/encrypts production data in non-production environments. *Proposer must specify, in comments section, how this will be accomplished.
Operating System	
20	The Solution supports the following operating systems:
20 a	Windows
20 b	Red Hat Linux enterprise
20 c	HP-UX
21	The Solution operates on the latest Windows Operating System within:
21 a	Current Version
21 b	N-1
21 c	N-2
21 d	N-3
21 e	N-4
System Reliability	
22	The Solution supports 99.999% uptime.
Disaster Recovery	
23	The Solution:
23 a	Automatically initiates moves to the failover environment without requiring manual intervention - OR - *Proposer must identify, in comments section, the time required to move to the failover environment.
23 b	Does not automatically initiate the move to failover, rather, manual intervention is required by authorized System Administrator prior to initiating move to failover environment.
24	The Solution allows the System Administrator to utilize test scripts for moving between the failover/Disaster Recovery and Production environments.
Product Support and Maintenance	
25	The Solution provides remote system diagnostics for use by the System Administrators and technical support personnel.
26	The Solution performs a debug trace (e.g., record user activity/transactions) to replay for troubleshooting purposes.
27	The Solution allows the System Administrator to schedule deployment of system updates/upgrades.
28	The Solution provides tools for the System Administrator to deploy system updates/upgrades remotely.
29	The Solution allows the System Administrator to decline a system update or upgrade.
30	The Solution provides a reporting tool that can identify system response times (e.g., certain CAD transactions must be ≤ 1 second; tool provides an automated report showing performance against that benchmark).
Data Retention	
31	The Solution allows the System Administrator to determine data retention periods.
32	The Solution's data retention periods can be modified.
33	The Solution allows the System Administrator to establish/define the table-driven parameters for data retention.
34	The Solution notifies appropriate personnel, when a retention period is modified. *Proposer must indicate in "Comments" field how the notifications are made.
35	The Solution requires acknowledgment of the notification if a retention period is modified.
36	The Solution:
36 a	Automatically purges records after the associated retention period has lapsed -OR -

Technical Requirement

36 b	Does not automatically purge records after the retention period has lapsed, rather, the Solution requires manual intervention prior to purging a record.
	Data Backup
37	The Solution automatically backs up data to the following:
37 a	Local disk, on-premise
37 b	A cloud environment
38	The Solution utilizes or integrates with LASD's backup solution for on premise solutions.
39	The Solution allows the System Administrator to define the point-in-time recovery period (e.g., one day, one week, one month, etc.)
	System Security
40	The Solution complies with LASD antivirus software.

Business Requirement

REQ #	Business Requirement
General System Features	
1	The Solution provides Users with feedback as to the success or failure of a system task, including, but not limited to:
1 a	Audible alert
1 b	Visual alert
2	The Solution automatically adjusts number sequencing for new calendar years.
3	The Solution automatically accounts for daylight savings time and any required parameter changes pertaining to daylight savings.
4	The Solution accepts time standard from a master clock device.
5	The Solution allows narrative/comment fields to be of unlimited length. *If limited, Proposer must indicate, in comments section, maximum length.
6	The Solution allows Users to copy and paste across fields.
7	The Solution ensures only valid codes are used in data entry (e.g., verify against data table, prevent alphas from being used within numeric fields).
8	The Solution prevents the submission of data with incomplete mandatory fields.
9	The Solution allows NIEM compliant data extracts and inputs.
Security Administration	
General	
10	The Solution complies with CJIS certification requirements.
11	If Solution is in a hosted environment, the Solution meets CJIS certification requirements -OR-
12	If Solutions Disaster Recovery is in a hosted environment, the Disaster Recovery solution meets CJIS certification requirements .
13	The Solution supports multi-factor authentication.
User IDs	
14	The Solution assigns a unique ID to each User via Active Directory.
15	The Solution captures the following information associated with each User ID:
15 a	Name
15 b	Title
15 c	Unit
15 d	Assignment
15 e	Email Address
15 f	Security Rights/Role
16	The Solution hides a primary key from Users (except from authorized System Administrators).
17	The Solution maintains a history of de-activated user IDs.
18	The Solution allows User IDs to be reactivated.
19	The Solution supports Active Director Federation Services authentication for Users outside of LASD.
User Passwords	
20	The Solution uses Active Directory for User authentication and password maintenance.
21	The Solution enforces CJIS-compliant passwords.
22	The Solution allows the System Administrator to create unique password requirements.
23	The Solution allows Users to change or reset their own passwords.
24	The Solution allows the System Administrator to change User passwords.
25	The Solution allows the System Administrator to disable or activate an account.
Security Groups/Roles	
26	The Solution supports role-based security permissions.

Business Requirement

27	The Solution allows the System Administrator to assign personnel to specific roles.
28	The Solution allows the System Administrator to assign personnel to multiple roles.
29	The Solution includes User security templates that can be assigned to each role (e.g., define User permissions for Bus Driver, vs SD, vs other roles).
30	The Solution automatically updates all User roles/permissions associated with a specific User template, when that template is modified by the System Administrator.
31	The Solution allows the System Administrator to re-use security templates.
32	The Solution allows the System Administrator to assign multiple templates to a role.
33	The Solution allows the System Administrator to assign permissions to each role, including but not limited to:
33 a	Application Access
33 b	Module Access
33 c	External Systems Access
33 d	Modification Rights (e.g., Read-only, Read and Write, Delete)
33 e	Print Rights
33 f	Query Rights
34	The Solution allows the System Administrator to designate a User as a System Administrator.
35	The Solution allows System Administrator to restrict User access to NCIC, regardless of other system permissions/roles (e.g., prevents a System Administrator from having NCIC access).
36	The Solution allows the System Administrator to restrict User modification rights (e.g., add, inquiry, modify, print, delete).
37	The Solution prevents Users from creating reports using data for which they do not have appropriate security permissions.
38	The Solution allows the System Administrator to create temporary security profiles.
39	The Solution's temporary security profiles are confined to date/time parameters (e.g., can only log on at this day/time).
Online Documentation/Help	
40	The Solution provides Users with an electronic help menu.
41	The Solution allows for the creation of agency-specific online documentation and help files.
42	The Solution's help file automatically updates at the time of all version/release updates.
43	The Solution prevents software updates from overriding agency-specific online documentation and help files.
44	The Solution allows Users to export help files/text to third-party programs (e.g., MS Word).
45	The Solution's help files are context sensitive (e.g., the help files displayed are only applicable to the User's current view screen).
46	The Solution tracks revisions to online documentation and help files by:
46 a	User ID
46 b	Date and time
47	The Solution allows Users to search the help file by:
47 a	Keyword
47 b	Topic
47 c	Field
Audit Trails	
48	The Solution's audit trail captures, but is not limited to, the following:
48 a	User ID
48 b	User name
48 c	Terminal ID
48 d	Date and time stamp

Business Requirement

48 e	Action taken (e.g., print, edit, deletion)
48 f	Before and after values of modified data (if applicable)
48 g	User transactions
48 h	System transactions
48 i	External Systems Access
49	The Solution records all User actions including, but not limited to:
49 a	Modifications
49 b	Security violations
49 c	Inquiries to all systems accessed via CAD (e.g., NCIC)
49 d	Entries
49 e	System Messaging
49 f	Print commands
49 g	Successful sign-on
49 h	Unsuccessful sign-on attempts
49 i	View actions
49 j	Duration of view
49 k	Code table maintenance
50	The Solution records all Contractor system actions.
51	The Solution dates and time stamps the following:
51 a	System transactions
51 b	User transactions
51 c	External third-party administrator transactions.
52	The Solution's time stamps include:
52 a	Date
52 b	Hour
52 c	Minute
52 d	Second
52 e	Millisecond
53	The Solution allows the System Administrator to create User templates for the purpose of defining who has audit trail access permissions.
54	The Solution allows the System Administrator to review all User activity performed during a defined period of time.
55	The Solution complies with NCIC-III log-in requirements.
56	The Solution allows select Users to create standard and ad-hoc reports from the audit log.
57	The Solution allows audit logs to be exported to third-party programs (e.g., MS Excel).
58	The Solution allows LASD to define audit trail data retention periods.
General CAD Requirements	
Telecommunicator Log-on/Log-off	
59	The Solution requires the following upon sign-on:
59 a	User ID
59 b	Password
59 c	Role (e.g., SD, call-taker, etc.)
59 d	Station
60	The Solution allows the System Administrator to define role titles and corresponding permissions (e.g., call-taker, SD, Watch Commander).

Business Requirement

61	The Solution prevents multiple Users from signing on to the same SD role (e.g., Lakewood can only have a single SD).
62	The Solution allows Users to transfer their role to another User (e.g., assigned SD becomes unavailable, they can transfer their role to the Watch Deputy.)
63	The Solution's Users can actively change their role/responsibilities without Solution requiring a re-log-in process (e.g., watch deputy takes control of station dispatching responsibilities).
64	The Solution's rights/privileges are associated with User log-on.
65	The Solution provides an LASD custom welcome screen when a User logs-on.
66	The Solution supports a User log-off function key and/or command.
67	The Solution provides Users with a visual indicator when they have been successfully logged off.
68	The Solution allows Users to remotely log out of a workstation (mobile or desktop).
69	The Solution supports User lock-out after a defined number of failed attempted log-ins.
70	The Solution allows the System Administrator to define the interval at which point passwords expire, and are required to be reset (e.g., every 30, 60, 90 days).
Incident Numbering	
71	The Solution provides a unique automated incident number (i.e., no incident numbers may be repeated).
72	The Solution's incident numbers are automatically generated and attached to the incident as it is created.
73	The Solution's incident numbering supports at least 9999 incidents per day at each station. *Proposer must indicate, in comments section, if there is a limit to the number of incidents.
74	The Solution's incident numbering system identifies the following: (Example: LKD-2019-001-0001)
74 a	Station Identifier
74 b	Year
74 c	Julian Date
74 d	Sequential Number (specific to each Station, resets each day)
Multi-Operator Access	
75	The Solution allows multiple Users to work on a single incident.
76	The Solution provides a visual indicator if another User is operating on the same incident (e.g., incident is highlighted).
77	The Solution provides a visual identification (e.g., ID stamp) that identifies which incident-taker/SD entered specific information into an incident.
Browser Access	
78	The Solution supports a browser-based environment to:
78 a	View Incidents (i.e., Read only)
78 b	Create Incidents
78 c	Dispatch Units
General Data Entry	
79	The Solution supports data entry via:
79 a	Mouse (point and click)
79 b	Command line entry
79 c	Pre-formatted screens
79 d	The Solution allows Users to click on a map to auto-populate address field.
80	The Solution provides the following information when pulling a location from a map:
80 a	X/Y Coordinates
80 b	Nearest Validated Address
80 c	Nearest cross streets

Business Requirement

81	The Solution provides type ahead capability allowing Users to continue entering data while the system is processing a previous transaction.
82	The Solution allows Users to use arrow and tab keys to scroll within a window.
83	The Solution has no character limitations for any fields designated as notes/narrative. *Proposer must indicate the maximum, in the comments section, if limited.
Command Line Entry	
84	The Solution allows Users to enter all commands via the command line.
85	The Solution notifies Users, via visual or audible alerts, that a command line entry has either failed or was successful.
86	The Solution allows Users to enter more than one command on a single command line.
87	The Solution allows the System Administrator to define short-hand commands used in command line.
88	The Solution identifies the required syntax of the information typed into a command line and prompts the User with a corrective action (e.g., while typing command, system prompts the remainder of the type of information required).
89	The Solution's command line provides type-ahead functionality to Users based on their previous command-line entries.
90	When identifying an incident, the Solution's command line entry takes into account the SD's operating area (e.g., when entering a command specific to an incident, User does not have to enter entire incident number, but only the portion of the incident number that is relevant to their station (i.e., the sequential number).
Time Stamps	
91	The Solution automatically time stamps all activities.
92	The Solution's time stamps include:
92 a	Current date and time (hour, minute and second)
92 b	User ID
92 c	Workstation ID
Timers	
93	The Solution's incident timers and alerts are configurable by the following:
93 a	System Administrators
93 b	SDs
94	The Solution associates timers with:
94 a	Unit status
94 b	Incident type
94 c	Incident priority
94 d	Incident creation
95	The Solution alerts Users of the expiration of a timer via the following:
95 a	Audible alert
95 b	Visual alert
95 c	The Solution allows Users to manually set incident timers and alerts.
95 d	The Solution records acknowledgement of timer alert.
96	The Solution provides the following options when a status timer expires:
96 a	Modify to new time value
96 b	Reset to default value
96 c	Cancel a timer
96 d	Extend for a set amount of time
96 e	Mute for a set amount of time
Scratchpad	

Business Requirement

97	The Solution provides users with a digital scratchpad.
98	The Solution allows Users to share a digital scratchpad with other Users logged in their station (e.g., digital message board).
99	The Solution allows the digital scratchpad to be associated with:
99 a	An incident
99 b	A station
Miscellaneous Functions	
100	The Solution displays system messages without affecting work in progress.
101	The Solution allows Users to sort queues by any column/heading.
Call Taking	
Call Receipt	
102	The Solution receives call data from the following sources:
102 a	E9-1-1 phone system
102 b	TDD/TTY
102 c	NG9-1-1 phone system
102 d	Text-to-911
102 e	ASAP-to-PSAP
103	The Solution imports data from any one of the above sources via a one step process (e.g., function key import).
104	The Solution allows Users to override imported data from any of the above sources.
Call for Service Initiation	
105	The Solution allows Users to initiate a call for service from the input of location and call type (e.g., radio code).
106	The Solution allows Users to enter a location for an event using the following:
106 a	Street address
106 b	Block number or address range
106 c	Commonplace name
106 d	Landmark
106 e	Intersections
106 f	X/Y coordinates
106 g	Point and click on a map
106 h	Street aliases
106 i	Building aliases
106 j	Parcel Number
Call Data Entry Screen	
107	The Solution allows Users to open a call entry screen via:
107 a	Command Line Entry
107 b	Function key
107 c	Mouse Click/Selection
108	The Solution allows Users to enter incident location information in defined fields as follows:
108 a	House Number
108 b	Apartment Number
108 c	Street Name
108 d	Street Direction
108 e	Street Type
108 f	Street Suffix Direction
108 g	City
109	The Solution allows Users to enter Call Type (i.e., Radio Code) information.

Business Requirement

110	The Solution allows Users to enter Call Source information.
111	The Solution allows Users to enter Reporting Party Information, including the following:
111 a	Name
111 b	Address Information
111 c	Phone Number
112	The Solution allows Users to enter Narrative information.
113	The Solution allows Users to enter Assigned Station information.
114	The Solution allows Users to enter Vehicle Information, including the following:
114 a	License Plate Number
114 b	License Plate Code
114 c	License Plate State
115	The Solution allows Users to enter information associated with multiple vehicles (e.g., log and run multiple plates).
116	The Solution allows Users to save incidents in "draft mode" during the initial call entry. *If limited on the number of incidents that may be saved at a time, Proposer must indicate the maximum number in the "comments" section.
117	The Solution allows Users to recall an incident that is in "draft mode".
118	The Solution allows authorized Users to recall and update any previously dispatched incident.
119	The Solution allows Users to recall any incident waiting to be dispatched.
120	The Solution allows authorized Users to access an incident (e.g., call isn't restricted only to originator).
Station Assignment	
121	The Solution allows Users to manually enter the station to be assigned an incident.
122	The Solution automatically populates the assigned station field based on the Users entering the incident (e.g., when incident is created at Lakewood, the system would automatically assign Lakewood) when field is left blank.
Unusual Occurrence	
123	The Solution allows Users to label an incident as an "Unusual Occurrence" at any time.
124	The Solution allows the manual input of a unique number (in addition to the incident number) with each "Unusual Occurrence." *Must support up to 10 Digits.
125	The Solution associates multiple incidents with a single "Unusual Occurrence" number.
126	The Solution allows Users to run a query on any event flagged as an "Unusual Occurrence".
127	The Solution allows Users to generate a report on any event flagged as an "Unusual Occurrence".
Location Verification	
128	The Solution verifies locations for any address entered into the system.
129	The Solution provides a visual indicator, to the Users, when an address has been validated.
130	The Solution automatically presents potential matches based on partial or incorrect information entered by the User, based on any of the following parameters:
130 a	Block Ranges (e.g., 125 Main St may not exist, but system will query 100 - 500 Block of Main St)
130 b	Business name
130 c	Common place names
130 d	Landmarks
130 e	Intersections
130 f	Street name
131	The Solution auto-populates remaining location information (e.g., auto-completion).
132	The Solution's matching search takes the following information into account:

Business Requirement

132 a	Soundex
132 b	Phonetic spelling
133	The Solution's location verification takes Station location into account when querying for potential matches (e.g., if User is entering McDonald's at Lakewood Station, the query is presenting User with list of McDonald's in local area as opposed to showing all McDonald's in County).
134	The Solution supports multiple aliases with a location.
135	The Solution translates the appropriate RD based on the verified address.
Location Verification: Failure	
136	The Solution allows Users to manually override address if it is not verified by geofile.
137	The Solution logs all locations that fail geofile validation.
138	The Solution automatically generates a notification of correction and sends it to the geofile administrator, when a User manually overrides and corrects an address/location.
139	The Solution's notification of correction includes the following information:
139 a	Address/location information as presented (ANI/ALI information)
139 b	Address/location data as corrected by the User
139 c	Date/time of report
139 d	User ID
140	The Solution allows Users to manually validate an address without creating an incident.
Location Verification: Station Transfer	
141	The Solution allows Users to transfer incident information to the appropriate Station (e.g., South Los Angeles receives incident, transfers incident information to Lakewood).
142	The Solution generates a new incident number indicating the new station, when an incident is transferred.
143	The Solution automatically cross-references an original incident number with a new incident number.
144	The Solution updates a transferred call from the original receiver.
Call Classification and Prioritization	
Call Classification (Radio Codes)	
145	The Solution displays a drop-down list containing radio codes (i.e., call types).
146	The Solution's radio codes are defined by the System Administrator.
147	The Solution allows Users to assign multiple radio codes to a single incident.
Call Designation	
148	The Solution allows Users to assign the following call designation:
148 a	Routine
148 b	Priority
148 c	Emergency
148 d	D + V (Digital and Voice)
149	The Solution allows all call designations to be manually assigned.
150	The Solution automatically defaults calls to 'Routine' if 'Priority' is not entered by User.
Duplicate Call Management	
151	The Solution automatically identifies potential duplicate incidents based on any combination of the following:
151 a	Incident type
151 b	Proximity to active incidents
151 c	Proximity to recently closed incidents
151 d	Proximity to pending incidents
151 e	Time parameter
151 f	Specific incident address/event location
152	The Solution includes field-initiated incidents in the potential duplicate incident identification process.

Business Requirement

153	The Solution's duplicate call management takes into account neighboring station activity for border locations (e.g., Lancaster would also take into account Palmdale activity).
154	If an incident is determined to be a duplicate, the Solution allows Users to do any of the following:
154 a	Add additional information to the original call for service record.
154 b	Close a duplicate incident and cross-reference it to the original CAD incident.
154 c	Ignore duplicate notice and create a new incident.
155	The Solution cross-references incidents outside of the duplicate management process.
156	The Solution merges incidents outside of the duplicate management process.
Call Entry - Automated Queries	
157	The Solution automatically queries all associated information regarding a verified address, including but not limited to:
157 a	Premise History (call history)
157 b	Hazards
157 c	Flags
158	The Solution automatically queries CLETS/NCIC, when vehicle information is entered into the call mask.
159	The Solution allows Users to organize and aggregate all query returns (e.g., if there are 10 CFS in history, User can expand on CFS section to identify additional information).
160	The Solution allows all User queries to append to a relevant incident.
161	The Solution allows the status of all User queries to append to the relevant incident (e.g., if there are no incidents at that previous location, indicator would show "CH-0").
Location History	
162	The Solution allows Users to search for location information based on the following:
162 a	Address
162 b	Sub-address (e.g., unit number, building floor, apartment number)
162 c	Partial address
162 d	Block ranges
162 e	Business name
162 f	Business aliases
162 g	Complex (e.g., apartment building)
162 h	Common place names
162 i	Intersections
163	The Solution allows Users to search for Location history on locations not associated with incidents.
164	The Solution displays summary information regarding a subject location.
165	The Solution's summary location information can be drilled down to greater detail.
166	The Solution indicates the number of past incidents at a location.
167	The Solution allows Users to retrieve and attach any information associated with the location to a CAD incident (e.g., pre-plan information, access codes, previous incidents for service).
168	The Solution allows location information to be available to Users without affecting work in progress (e.g., window does not cover entire workstation screen).
Incident Scheduling	
New Incidents	
169	The Solution records/maintains the original time of entry for incidents scheduled for dispatch at a later time.
170	The Solution allows Users to modify incidents scheduled for dispatch at a later time.
171	The Solution allows Users to generate a call for service at specified intervals (e.g., directed patrol 5 hours after the last directed patrol concluded).
172	The Solution allows a scheduled call for service to be dropped in the appropriate pending queue.

Business Requirement

173	The Solution records the original time of entry for all cancelled scheduled incidents.
174	The Solution allows Users to query all scheduled incidents (including cancelled scheduled incidents).
175	The Solution allows Users to duplicate incidents with a new incident (Tag) number.
Dispatching	
Call Routing	
176	The Solution allows Users to send an incident for dispatch.
177	The Solution allows Users to transfer an incident to appropriate SD prior to call completion.
178	The Solution provides an alert when Users attempt to dispatch a call that is missing LASD required field information (e.g., no address information).
179	The Solution's calls are routed to appropriate SD's queue based on the following:
179 a	Responsible Station
179 b	Priority
180	The Solution allows Users to add comments to a call after it has been sent for dispatch.
181	The Solution allows the System Administrator to determine which data fields may be modified after initial entry.
182	The Solution records and documents all changes to a call as a comment (e.g., an individual updates the location, the location field is updated but the explanation/history is recorded in the comments field).
Pending Queue Configuration (Waiting Incident)	
183	The Solution allows Users to have unique pending queue configurations based on role (e.g., pending queues are different dependent on SD).
184	The Solution's SD queue only displays all calls relevant to their responsibilities.
185	The Solution's pending queues provide expanded space for the first three lines of supplied narrative (e.g., the first line would show basic call information and below that line would be space for narrative. This would allow the SD to review call details in the queue without requiring each call to be opened).
186	The Solution automatically places higher priority incidents at the top of the SD's queue.
Pending Queue (Waiting Incident)	
187	The Solution informs a dispatcher of any edits to an incident, or upon creation of a new incident (e.g., comments added, location change), in the following manner:
187 a	Audible alert
187 b	Visual alert
188	The Solution's pending queue displays the following:
188 a	Incident Location
188 b	Incident Number (Tag No.)
188 c	Incident Priority
188 d	Radio Code (aka call type)
188 e	Time Created
188 f	Responsible Station
188 g	Elapsed Time in Queue
188 h	Initial Narrative
189	The Solution allows dispatcher to select an incident from a pending queue.
190	The Solution allows dispatcher to review all CFS information when selecting from the pending queue.
Resource Dispatch	
191	The Solution allows for multiple incidents to be simultaneously assigned to a unit.
192	The Solution automatically does the following after unit or units are assigned and dispatched:
192 a	Remove the incident from the pending queue
192 b	Send the incident to the assigned unit's mobile computer
192 c	Start the status timers

Business Requirement

193	The Solution automatically sends incident notifications to a wireless communication device (e.g., SMTP, MAPI, SMS) based on the following:
193 a	Incident location
193 b	Incident Type
194	The Solution allows Users to manually ship notifications to a wireless communication device (e.g., user selects SMTP ship, and selects the receiving device/unit/person).
195	The Solution's local table of units/individuals receives SMTP type notification (e.g., store a name/unit, user is able to select that name/unit and ship via SMTP,MAPI, etc.)
196	The Solution allows Users to assign or add multiple units to an incident with a single command.
197	The Solution notifies Users when dispatches were unsuccessfully delivered.
198	The Solution allows Users to re-open/activate closed calls.
Dispatch Receipt Acknowledgment	
199	The Solution notifies the dispatcher when a unit assignment is acknowledged.
200	The Solution alerts a dispatcher when a unit assignment has not acknowledged receipt of dispatch within a defined period of time (e.g., no response in 30 seconds), configurable by the System Administrator.
Field-Initiated Calls for Service	
201	The Solution allows the dispatcher to enter field-initiated incidents (e.g., traffic stop).
202	The Solution allows the dispatcher to add additional units to a field-initiated incident (e.g., traffic stop, subject stop).
203	The Solution allows dispatcher to verify addresses of field-initiated incidents.
204	The Solution allows dispatcher to link a field-initiated call to another incident.
205	The Solution allows dispatcher to record the following information when a unit is placed in a traffic stop status and the information is available:
205 a	Location of the stop
205 b	Number of occupants in the vehicle
205 c	Vehicle license plate
205 d	State of registration
205 e	Vehicle identifier information (make, model, color)
205 f	Driver Information
206	The Solution allows the System Administrator to set defaults for any of the above criteria (e.g., State for DL).
207	The Solution allows the dispatcher to put a unit on a traffic stop and run the plate in one stop.
208	The Solution captures AVL coordinates when entering a field-initiated incident (when its created from the field).
209	The Solution notifies dispatcher of any self-initiated call for service.
Juvenile Detention	
210	The Solution has unique data fields and requirements for any incident involving a juvenile detention.
211	The Solution logs unique events associated with a juvenile in detention (e.g., time taken into custody, time arrived at station).
212	The Solution allows Users to uniquely identify when a juvenile is in detention (e.g., unique call type or disposition).
213	The Solution's juvenile-in-detention identifier has associated business logic that requires the completion of additional information (e.g., those fields are required only when a juvenile is in detention).
Unit Assignment to CAD Incident	
214	The Solution allows SD to update unit status to associate dispatched units with a CAD incident.
215	The Solution allows SD to assign a unit as a "primary/handle" versus "assist" for the incident.
216	The Solution allows SD to assign multiple units to an incident (regardless if incident was initially created as a call-for-service or as a field initiated service i.e., "OBS").

Business Requirement

217	The Solution allows SD to re-assign 'primary/handling' and 'assisting' unit roles.
218	The Solution allows SD to modify unit assignments at any time.
219	The Solution allows SD to modify the 'primary/handling' unit after closing an incident.
220	The Solution records changes to a 'primary/handling' unit in the incident record.
221	The Solution provides a visual indicator of the 'primary/handling' unit on the active incident display.
222	The Solution provides a visual indicator of the 'primary/handling' unit on the unit display.
Informant Advised Delay (IAD)	
223	The Solution allows SD to identify an incident as an 'IAD' within a call for service.
224	The Solution allows the dispatcher to queue pending calls for service as an IAD call for service.
225	The Solution allows the dispatcher to append the IAD call for service with reason for delayed response.
Incident Management	
Assigned Incident Queue	
226	The Solution allows SD/User to monitor an unlimited number of assigned incidents in a queue. *Proposer must indicate, in the comments section, if limited.
227	The Solution's assigned incident queue identifies the following:
227 a	RD
227 b	Station Assignment
227 c	Date/Time
227 d	Radio Code
227 e	Timers
227 f	Unit(s) Assigned
227 g	Unit(s) Assigned Status
227 h	Incident Number (Tag No.)
227 i	Priority
228	The Solution automatically updates incident status data in real-time, in a summary window (status monitor).
229	The Solution allows Users to view multiple incidents simultaneously.
230	The Solution allows Users to click on an active incident and highlight all assigned units in the unit monitoring window.
231	The Solution uses color coding to distinguish between call priorities and status in the CAD mapping display. (e.g., Red = Priority)
CAD Incident Retrieval	
232	When selecting an incident from the assigned incident queue, the Solution presents all the incident information, including, but not limited to, the following:
232 a	Incident Number
232 b	Priority
232 c	Radio Code (aka call type)
232 d	Units Assigned
232 e	Incident Location
232 f	Reporting Party Information
232 g	Status of Automated Queries (e.g., queries run and returns)
232 h	Narrative
232 i	RD
232 j	Uniform Report Number
232 k	Vehicle Information
232 l	Unit Status History
CAD Incident Updates	

Business Requirement

233	The Solution provides Users a visual indicator if a field has been modified (e.g., address is updated, User is visually notified and prior information is accessible).
234	The Solution updates call information immediately after new information is added to an open call.
235	The Solution displays narrative information in reverse chronological order by default (newest information is displayed first).
236	The Solution allows Users to access the before/after values for modified information.
Re-opening CAD Incidents	
237	The Solution allows Users to re-open closed incidents.
238	The Solution stores all previously recorded dates and timestamps for all re-opened closed calls.
239	The Solution allows SD to assign units to re-opened calls.
240	The Solution allows SD to add comments to a call record after the call is closed, without reopening the incident.
241	The Solution records, by date and time, which units were assigned to re-opened incidents.
Cross-Referencing Calls	
242	The Solution allows Users to cross-reference two or more active incidents.
243	The Solution allows Users to cross-reference active and closed incidents.
244	The Solution allows Users to un-link cross-referenced calls.
Call Clearance	
Clearance Codes	
245	The Solution allows the System Administrator to define all clearance codes.
246	The Solution supports an unlimited number of clearance codes. *If limited, Proposer must indicate the maximum, in the comments section.
247	The Solution requires Users to enter a clearance code in order to clear a call.
248	The Solution allows SD and Users to enter a clearance code.
249	The Solution requires a clearance code for both of the following:
249 a	Incident (e.g., Arrest, Unable to locate, etc.)
249 b	Unit Role (e.g., Primary, Assisting Unit, etc.)
Report Needed	
250	The Solution identifies which incidents require a subsequent report based on clearance code used (configurable by the System Administrator).
251	The Solution allows Users to generate a report of all incidents requiring a subsequent report, using any of the following information:
251 a	Station
251 b	Shift
251 c	Unit
251 d	Reporting District (RD)
Clearing Units	
252	The Solution allows Users to clear one or more selected units from an incident while leaving one or more selected units on the incident.
253	The Solution allows Users to clear multiple units from an incident without closing the incident.
254	The Solution requires Users to enter a clearance code prior to clearing any assigned unit from an incident.
255	The Solution allows Users to close a call that does not require the dispatch of resources.
256	The Solution allows Users to change a clearance code after an incident is closed.
257	The Solution allows Users to close an incident after the final unit is cleared from the incident.
Call Clearance Report	
258	The Solution allows SD or Watch Deputy to retrieve a cleared incident.
259	The Solution allows SD or Watch Deputy to review the clearance information.

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260	The Solution allows SD or Watch Deputy to modify any data field in the Call Clearance Report.
Completed Incident Queue	
261	The Solution allows all cleared incidents to go into SD's 'Completed Incident Queue.'
262	The Solution's 'Completed Incident Queue' displays the following information:
262 a	Incident Number (Tag No.)
262 b	Priority
262 c	Radio Code
262 d	Total Length of Incident
262 e	All Units Assigned
262 f	Incident Location
262 g	Clearance Code
263	The Solution allows SD and/or Watch Deputy to open and review each incident in the 'Cleared Incident Queue.'
264	The Solution allows authorized Users to manually edit information associated with the CFS record (e.g., SD can change the RD, but cannot change the clearance code).
265	The Solution records all edits to the 'Completed Incident Queue' in the audit trail.
266	The Solution allows SD or Watch Commander to approve a completed incident.
267	The Solution automatically removes completed incidents from the 'Completed Incident Queue' once approved by the authorized Users.
Unit Management	
Unit Log-on	
268	The Solution provides Users a log-on mask at log in, that identifies the following:
268 a	Unit ID
268 b	Shift
268 c	Status (e.g., available, unavailable for incidents, etc.)
268 d	Class (e.g., number of personnel in vehicle)
268 e	Log on Time
268 f	Deputy Name (multiple)
268 g	Other individuals (e.g., observers)
268 h	Starting Mileage
268 i	Vehicle ID
268 j	Special Equipment
268 k	Mobile Radio
268 l	Portable Radio
268 m	Station Assignment
269	The Solution automatically requires all Users to log in depending on class entered (e.g., if Class 2, 2 deputies must be logged-in to application).
270	The Solution allows the System Administrator to configure the data fields required for log in.
271	The Solution allows Users to identify a unit that does not have a mobile device.
272	The Solution allows Users to manage units that do not have a mobile device (e.g., foot patrol, bike patrol, etc.)
273	The Solution associates unit incident signs with their assigned station.
Unit Log-off	
274	The Solution prompts all Users in a given unit to log-off individually, as applicable.
275	The Solution's log off mask includes information from original log-in (e.g., maintains User ID, shift, etc.)
276	The Solution provides Users a log off mask, that identifies the following information when logging off:
276 a	Log-off Time
276 b	Overtime Patrol Area (RD)

Business Requirement

276 c	Overtime Minutes Worked per area
276 d	Ending Mileage
276 e	Patrol Area (RD)
276 f	Patrol Time in Minutes per area (e.g., RD 1 - 60 minutes, RD 2 - 120 minutes).
277	The Solution allows the Mobile User to capture activity in multiple patrol areas.
278	The Solution allows the System Administrator to configure the data fields required for log-off.
279	The Solution prevents Users from logging off of a unit if they are assigned to an incident.
280	The Solution prevents Users from logging off of a unit if they have uncleared incidents.
281	The Solution removes all units, which have successfully logged-off, from the unit status queue.
282	The Solution prevents Users from logging in as the same unit during the same shift (e.g., prevents 2 day shift Users from logging in as 21A/D).
283	The Solution prevents Users from logging in using identical information at log in (e.g., does not allow Users to select identical mobile or portable radios).
Log Configuration and Management	
284	The Solution allows the System Administrator to develop and maintain all code tables applicable for sign-on (e.g., equipment, patrol areas, etc.).
285	The Solution allows the System Administrator to configure/develop data entry format which prevents Users from entering incompatible data (e.g., minutes field is only numeric, does not allow for alpha characters to be accepted).
286	The Solution allows Users to open a unit's logon form at any time.
287	The Solution allows a SD to modify log information.
288	The Solution allows Users to generate a roster, of all units logged-on, by the following:
288 a	Station
288 b	Shift
Unit Statuses	
289	The Solution allows the System Administrator to define unit status types.
290	The Solution supports an unlimited number of unit status types. * Proposer must indicate, in the comments section, if unit status types are limited.
291	The Solution allows Users to select unit status from a drop down list.
292	The Solution allows Users to associate a default availability with each status (e.g., unit available when in particular status).
Unit Information	
293	The Solution allows Users to query units by any log-on parameters (e.g., run a search for any units with certain equipment assigned).
294	The Solution allows Users to associate special skills with a unit (e.g., ability to speak a foreign language).
Unit Status Queue	
295	The Solution displays the following unit information in a unit status queue:
295 a	Station Assignment
295 b	Unit ID
295 c	Radio Code of Assignment
295 d	Location
295 e	Unit Status
295 f	Elapsed time in status
295 g	Timers
295 h	Mobile Status (e.g., with or without Mobile device).
296	The Solution automatically updates and displays unit status.

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297	The Solution's unit status queue displays/shows non-dispatchable units (e.g., unit is shown, includes a visual identifier that it is not dispatchable).
298	The Solution allows Users to sort displayed data by using unit information.
299	The Solution allows Users to visually differentiate (through color, text and/or symbol) units in varying status or conditions (e.g., on-scene, available).
300	The Solution allows Users to use symbols/characters in the unit status queue display to supplement unit status color.
301	The Solution allows all Units in the status queue to be visually displayed on a CAD mapping display using color, text and/or symbol.
302	The Solution allows Users to use color, in the CAD mapping display, to distinguish between the following:
302 a	Unit Type (e.g., Field Watch Commander vs. Deputy)
302 b	Unit Status
303	The Solution allows Users to modify the unit status for multiple units with a single command.
Unit/Deputy Activity Tracking	
304	The Solution records all unit/deputy activity, including, but not limited to, the following:
304 a	Assignments
304 b	Location History
304 c	Status Changes
304 d	Elapsed time on an incident
304 e	Elapsed time in a unit status
304 f	All system transactions (e.g., NCIC queries)
304 g	The Solution allows Users to review unit status history.
305	The Solution allows Users to generate a unit/deputy activity report using any combination of the following information:
305 a	Unit ID
305 b	Date/Time Range
305 c	Location
305 d	Location Range
305 e	Unit Statuses
CAD Mapping	
General Mapping Requirements	
306	The Solution allows mapping functionality to be integrated from the start of an incident receipt through and including the conclusion of a CAD incident.
307	The Solution's mapping functionality includes a drawing tool that allows Users to create an area for special events (e.g., draw a "radius ring" for evacuation zone).
308	The Solution's mapping functionality supports an overlay that allows Users to set parameters for setting an evacuation zone (e.g., enter location, set evacuation zone at 1 mile radius, system would display the evacuation zone on map).
309	The Solution shows incidents on the CAD mapping display.
310	The Solution allows Users to view a map in a separate window.
311	The Solution allows Users to use a mouse to "click on" a point on a map at any zoom level and have the street name and latitude/longitude information displayed.
312	The Solution allows Users to search all incidents by location using an updated location name (e.g., if a street name has changed, search only the new street name to return all historical information of incidents that occurred for both current and past street names).
Map Layers	

Business Requirement

313	The Solution allows Users to define which map layers are displayed.
314	The Solution allows Users to associate additional information with a location on a map (e.g., attach files or additional map layer data).
315	The Solution displays link to additional information associated with a location displayed on the map.
Incident Display	
316	The Solution maps the location of an incoming 911 call upon receipt of the incident.
317	The Solution displays Phase II wireless 911 incident radius.
318	The Solution provide instantaneous call-plotting, of landline and wireless Phase I and Phase II calls, on a digital map.
319	The Solution allows Users to visually differentiate between Phase I and Phase II on map (using different symbols, colors and/or text).
320	The Solution displays incident location on map when incident is retrieved.
321	The Solution allows Users to view units on a map, as follows:
321 a	Pending and dispatched calls for service County-wide
321 b	Pending and dispatched calls for service for relevant Station
321 c	Units based on AVL or last known locations
322	The Solution automatically allows Users to display the following on a map:
322 a	Retrieved call for service
322 b	Selected unit(s)
323	The Solution allows Users to hover/click on a map and display the following:
323 a	Incident Location
323 b	Incident number
323 c	Units assigned to call
324	The Solution allows Users to click on a map and generate a query based on the selected address.
Map Navigation	
325	The Solution's map navigation provides Users the following functionality:
325 a	Pan
325 b	Zoom
326	The Solution's map centers on and zooms to the location upon incident entry.
326 a	The Solution allows Users to center map display on:
326 b	Incident location
326 c	Last known location of vehicle (AVL or unit status)
326 d	Specified geographic area
326 e	Specified vehicle/unit
326 f	Vehicle activating emergency button
Routing Directions	
327	The Solution provides directions to an incident based on unit's last known location.
328	The Solution provides directions to an incident based from a unit's current location, based on AVL (if available).
329	The Solution's directions to an incident are displayed on the following:
329 a	Dispatched unit's Mobile
329 b	SD's screen
330	The Solution allows Users to close streets by clicking on a specific area (e.g., street, hundred block area) from the CAD map.
331	The Solution adjusts routing recommendations based on street closures.
332	The Solution allows Users to define the expected duration of a street closure.
333	The Solution allows Users to push street closure information to mobile computers.

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334	The Solution alerts Users of any recurring road closure and/or traffic impediment.
335	The Solution projects anticipated response times between two points on a map.
336	The Solution provides an ETA at time of route recommendation, based on suggested route using real-time information.
Geofile Administration	
337	The Solution allows Users to import/upload regional GIS data into the System.
338	The Solution associates location information with the following response information:
338 a	Reporting Districts
338 b	Station Responsibility
338 c	Fire Department Jurisdictions
339	The Solution automatically identifies the appropriate response based on location validation (e.g., when entering 123 Main St. Lakewood, system identifies the appropriate Reporting District (e.g., Lakewood North), appropriate Station Responsibility (e.g., Lakewood), and appropriate FD (e.g., LACoFD).
340	The Solution allows Users to change reporting boundaries.
341	The Solution supports standard location fields, including, but not limited to, the following:
341 a	Apartment building name
341 b	Apartment number (e.g., ½, #5, 2D, D2)
341 c	Block range
341 d	Business name
341 e	City
341 f	Common place name
341 g	Exact address
341 h	Intersections
341 i	Mile markers
341 j	On ramps, off ramps, exit numbers (including direction)
341 k	Parcel Number
341 l	Prefix
341 m	Street abbreviation
341 n	Street name
341 o	Street type
341 p	Suffix
341 q	Suffix direction
341 r	X/Y coordinates
342	The Solution allows the System Administrator to update the system with a new geofile without system downtime or degradation.
343	The Solution allows the System Administrator to test new geofile updates "offline" for accuracy and errors, prior to updating the "live" geofile.
344	The Solution allows geofile updates to be recognized without requiring Users to log-off and log back on to the system.
Automatic Vehicle Location (AVL)	
345	The Solution supports the use of a continuous, real-time AVL system via a CAD interface.
346	The Solution allows the System Administrator to turn AVL on/off.
347	The Solution displays average speed of vehicle between two points when data is polled.
348	The Solution captures, saves and reports on the average vehicle speed between two points.
349	The Solution allows Users to generate reports from AVL data, including the following:
349 a	Vehicle route

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349 b	Speeds along the route
350	The Solution provides an AVL playback utility.
351	The Solution's AVL playback displays the movement of all units simultaneously.
352	The Solution's AVL playback includes an audit trail that indicates the following:
352 a	Time
352 b	Unit
352 c	Status
352 d	Location (e.g., closest address, x/y coordinates, etc.)
Towing Contractor (contractor) Rotation List	
353	The Solution allows Users to maintain a contractor rotation list.
354	The Solution allows contractor rotation lists to be specific per Station.
355	The Solution recommends a contractor based on contractor capabilities and order of rotation.
356	The Solution automatically places a contractor at the end of the rotation list after being selected for service.
357	The Solution allows User to manually re-order the tow contractors based on valid reason code.
358	The Solution requires User to enter a reason when manually placing a contractor at the end of the rotation list (e.g., refused to provide service).
359	The Solution automatically keeps a contractor's place in the rotation list if call is cancelled.
360	The Solution records the following vehicle tow information:
360 a	License plate number
360 b	Tow Company
360 c	Make
360 d	Model
361	The Solution allows Users to generate tow reports using any combination of the captured fields.
Communications Supervisor Support	
362	The Solution allows a communications supervisor (e.g., Watch Deputy) to monitor system usage and current staffing (e.g., who is signed-on, at what position, and with what responsibilities).
363	The Solution allows a workstation to be configured as a supervisor workstation, upon log-on by User with a supervisor profile.
364	The Solution allows supervisor to choose an alternate role at workstation log-on.
365	The Solution allows a communications supervisor to remotely duplicate the monitor activity on any User workstation.
366	The Solution allows a supervisor to emulate a subordinate User's screen on their workstation.
County-Wide Bulletins (CWs)/BOLOs	
367	The Solution allows Users to create and maintain CWs.
368	The Solution provides an audit trail for CWs.
369	The Solution's CW record contains the following fields:
369 a	Date issued
369 b	CW expiration date
369 c	Nature of the CW
369 d	CW priority
369 e	Subject information
369 f	Vehicle information
369 g	Narrative
370	The Solution allows Users to search for a CW record using any of the above-mentioned field information.
371	The Solution records the following CW announcement information:
371 a	Date/Time of broadcast

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371 b	Audience
371 c	User
372	The Solution allows the following in a CW record:
372 a	Multiple subjects
372 b	Multiple vehicles
373	The Solution allows Users to attach a file to a CW.
374	The Solution allows Users to embed a photo in a CW.
375	The Solution allows Users to update a CW.
376	The Solution allows Users to set time limits for the CW (e.g., expires in 48 hours, or active until it is closed/taken out, etc.).
377	The Solution allows CW's to be linked to a call-for-service.
378	The Solution allows CW's to be linked to a report.
379	The Solution allows the CW's to be retrieved by call-for-service data such as:
379 a	Name
379 b	Address
379 c	License Plate
379 d	Any Master Indexed file
380	The Solution allows Users to view recently created CWs history.
381	The Solution allows Users to archive expired CW records.
382	The Solution allows Users to search expired CW records.
383	The Solution allows Users to sort current CWs by the following:
383 a	Date created
383 b	Time created
383 c	Keyword
384	The Solution allows Users to isolate CWs from other messages.
385	The Solution allows Users to distribute CWs to the following:
385 a	Specific units
385 b	All Station units
385 c	Neighboring station units
385 d	All Sheriff Department Units
Management Reporting	
Reporting	
386	The Solution provides a report wizard to create ad hoc reports.
387	The Solution provides Users a reporting tool that can:
387 a	Create reports based on any operational data field in any system database
387 b	Create reports based on multiple operational data fields in any system database
387 c	Access multiple files and tables
388	The Solution's report generating tool handles the following functionalities:
388 a	Arithmetic operations, including fractions and percentiles
388 b	A full suite of statistical operations (e.g., average, mean)
388 c	Logic operations (e.g., greater than, equal to)
388 d	Time operations
389	The Solution allows Users to create ad hoc reports based on any data fields in database.
390	The Solution's queries and reports support either exact date/time or date/time ranges.
391	The Solution allows Users to generate 'incident analysis' reports (e.g., summary reports of incidents) using any of the following information:

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391 a	Day of week
391 b	Geographic Area
391 c	Exact location
391 d	Hour of day
391 e	Shift
391 f	Call Type
391 g	Station
391 h	Reporting District
391 i	Unit
391 j	Clearance Code
391 k	Call source (e.g., deputy-initiated, 911, 10-digit)
391 l	Any combination of the above
392	The Solution allows Users to generate 'response time' reports using any of the following information:
392 a	Day of week
392 b	Geographic Area
392 c	Exact location
392 d	Hour of day
392 e	Shift
392 f	Call Type
392 g	Station
392 h	Reporting District
392 i	Unit
392 j	Clearance Code
392 k	Call source (e.g., deputy-initiated, 911, 10-digit)
392 l	Any combination of the above
393	The Solution allows Users to generate 'total and average time on call' reports using any of the following information:
393 a	Day of week
393 b	Geographic Area
393 c	Hour of day
393 d	Shift
393 e	Call Type
393 f	Station
393 g	Reporting District
393 h	Unit
393 i	Clearance Code
393 j	Call source (e.g., deputy-initiated, 911, 10-digit)
393 k	Unit
393 l	Any combination of the above
394	The Solution allows Users to attach AVL data (e.g., route, speed) to a report.
395	The Solution allows Users to query all log-on activity using any of the following information:
395 a	User ID
395 b	Terminal ID
395 c	Date/Time Range
395 d	Device Type (e.g., CAD Terminal vs. Mobile)

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396	The Solution allows Users to run MDC activity reports [(all incident activity on MDC (e.g., messages, status updates, queries and returns, etc.)) using defined incident time parameters.
397	The Solution allows Users to filter what type of activities to display on an MDC activity report (e.g., all activity vs. show only messages and CLETS returns).
398	The Solution allows authorized Users to query User activity using any of the following information:
398 a	Equipment
398 b	Vehicle
398 c	Messages
398 d	Radio
398 e	Incident Assignment
398 f	Queries
398 g	Query Returns
398 h	Date/Time Range
398 i	User ID
398 j	Log-on history
399	The Solution allows authorized Users to query User-query history using any of the following information:
399 a	User ID
399 b	Terminals Accessed (Terminal ID)
399 c	Date/Time Range
399 d	Query Parameters (e.g., what query was run. [i.e., being able to run a report on when that information was queried (e.g., License plate # or CDL)].
400	The Solution allows authorized Users to query a User's complete MDC history (e.g., queries, messages, activity, etc.)
401	The Solution presents all historical content when running a User's query history report (e.g., not just parameters, but actual returns of the query).
402	The Solution uses multiple field variables when running queries (e.g., multiple dispositions).
403	The Solution allows Users to capture a snap shot, based on day and time parameters, of the following:
403 a	A workstation
403 b	General CAD system
404	The Solution allows Users to print a chronological incident report.
405	The Solution allows Users to generate a daily listing, from within the CAD application, of incidents and personnel assigned to the incidents, including, but not limited to, the following:
405 a	Date/time received
405 b	Clearance Code
405 c	Unit
405 d	Incident location
405 e	Incident number
405 f	Station
406	The Solution allows Users to capture and generate deputy activity reports using any of the following information:
406 a	Unit Status
406 b	Location
406 c	Shift
407	The Solution allows Users to print audit reports of all changes to incident records including:
407 a	Transaction type (deletion, edit)
407 b	Unit ID

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407 c	Workstation/terminal ID
407 d	Before and after value
	Canned Reports
408	The Solution allows Users to add a User-created report to a library of canned reports.
409	The Solution allows the System Administrator to restrict a User's ability to add a User-created report to a general library of reports (e.g., only supervisors with defined security permissions may add reports to the library).
410	The Solution allows Users to save a report to either of the following:
410 a	General Library of Reports (County-wide)
410 b	User Profile
411	The Solution saves all User-created reports during updates and upgrades.
412	The Solution allows authorized Users to access the general library of User-created reports.
413	The Solution allows the System Administrator to restrict access/rights to reports within the library of reports (e.g., who may view report, modify report).
414	The Solution allows the System Administrator to create a report and determine which Users have permission to generate that report.
415	The Solution allows Users to put their reports in a 'dashboard' for later use.
416	The Solution allows Users to send reports to other Users or User-groups.
417	The Solution allows Users to generate reports on a pre-determined schedule.
418	The Solution automatically sends scheduled reports to distribution groups.
419	Ability to automatically print scheduled reports to designated printers. The Solution automatically prints scheduled reports to designated printers.
420	The Solution allows Users to export results into standard formats, including the following:
420 a	MS Office Applications (e.g., Word, Excel)
420 b	Text files
420 c	ASCII
420 d	CSV
420 e	HTML
420 f	XML
420 g	PDF
	Report Display
421	The Solution's reports display header information, which includes the following:
421 a	Name of User generating the report
421 b	Time report was generated
421 c	Watermark
421 d	Agency logo
422	The Solution allows Users to define which data fields are included within a report.
423	The Solution allows Users to define the layout of a report, including, but not limited to, the following:
423 a	Field arrangement
423 b	Column Width
423 c	Font
423 d	Font size
423 e	Font color
423 f	Bold type
423 g	Spacing
	Dashboards
424	The Solution provides a Dashboard that displays various CAD activities.

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425	The Solution's dashboard incorporates real-time data.
426	The Dashboard is configurable and associated to a user's profile
427	The Solution supports a dashboard for the following incident types:
427 a	County-Wide incidents
427 b	Station-Specific incidents
428	The Solution's dashboards include, but are not limited to, the following information:
428 a	Pending Calls
428 b	Active Calls
428 c	Response Times
429	The Solution's dashboards have the following features/tools:
429 a	Bar Graphs
429 b	Mapping
429 c	Summary Totals
Queries	
430	The Solution allows Users to conduct searches based on the following:
430 a	Soundex
430 b	"Wild cards"
430 c	Exact match
430 d	Partial information
430 e	Boolean operators (e.g., "and," "or," and "not")
430 f	Ranges (e.g., Date, Location, Time)
430 g	Between
430 h	Contains
431	The Solution allows Users to run a query on any operational data element.
432	The Solution allows Users to search on multiple operational data fields.
433	The Solution allows Users to prioritize search results based on relevance to query.
434	The Solution allows Users to query all appropriate databases with one query request.
435	The Solution allows Users to select which databases to query.
436	The Solution allows Users to set default databases to query within each application.
437	The Solution allows Users to consolidate query returns from multiple database queries.
438	The Solution's query returns indicate the information source.
439	The Solution allows Users to select any result from a query and drill down for detailed information (e.g., hyperlink).
440	The Solution allows Users to search narrative fields.
441	The Solution allows Users to exclude specified text when conducting narrative text searches.
442	The Solution provides an immediate notification if a requested report or query may adversely affect the performance of the system (e.g., in the event of a complex query.)
443	The Solution allows the System Administrator to restrict searches that result in large volumes of data by:
443 a	Providing a warning of the size of records found
443 b	Requesting Users to prompt the system to continue the search
443 c	Requesting Users to prompt the system to cancel the search
444	The Solution clearly indicates when additional information (e.g., more search results) is available.
445	The Solution allows Users to query and display incident activity on a map.
446	The Solution automatically runs a driver's license that is entered into CAD.
447	The Solution automatically runs a license plate that is entered into CAD.
448	The Solution allows Users to query geographic area using a drawing tool.

Business Requirement

449	The Solution routes query returns from a field unit to the appropriate dispatcher (e.g., felony warrant, stolen vehicle, etc.)
450	The Solution associates each User query with their corresponding CLETS ID and ORI number.
Query Masks	
451	The Solution uses masks (e.g., predefined data entry forms/screens) to minimize the data requested during queries.
452	The Solution automatically populates query masks based on information obtained from incident records.
453	The Solution allows Users to access query forms using the following:
453 a	Command line entry
453 b	Drop down menus
453 c	Dedicated function keys
453 d	On-Screen Buttons
454	The Solution allows the System Administrator to uniquely configure all query masks.
455	The Solution allows the System Administrator to configure a unique mask that is not listed below.
456	The Solution provides Users the following query masks:
456 a	Vehicle
456 b	Driver
456 c	US DMV
456 d	Wanted Persons/Warrant Information
456 e	Registration
456 f	Boat
456 g	Gun
456 h	Bike
456 i	Property
456 j	Canadian People and Vehicles
456 k	Missing Persons
456 l	Restraining and Protection Orders
457	The Solution allows the System Administrator to set different permissions for queries based upon a User's role/assignment.
458	The Solution's query return information is from the following applications/databases (LASD would determine which associated databases are available for each specific mask):
458 a	CAD
458 b	RMS
458 c	CLETS/NCIC Associated Databases
458 d	JDIC Associated Databases
458 e	Countywide Databases
Query Return Features	
459	The Solution allows Users to print query returns at any time.
460	The Solution allows Users to route query returns to a field unit (e.g., running a plate for an individual in the field/over the air, being able to direct the return to that Users Mobile).
461	The Solution allows query returns to be restricted to designated printers.
462	The Solution allows Users to sort query results by any criteria (e.g., most recent to oldest, by priority).
463	The Solution notifies Users, via alert either audible and/or visual flag, when a return contains a positive hit (e.g., stolen vehicle, felony warrant). *Proposers must indicate, in comments section, the type of alert.

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464	The Solution automatically prioritizes returns so that the more urgent/positive hits are automatically put at the top of returns (e.g., noted that the vehicle is stolen, it is at top of queue).
465	The Solution's "query queue" records all queries associated with a dispatch channel.
466	The Solution allows Users to access past queries directly from the "query queue".
467	The Solution allows Users to select a past-query and re-run query without having to re-enter all data.
468	The Solution allows the SD to access a unit's query history.
469	The Solution allows the SD to select a query and re-run that query.
Messaging	
General Messaging Features	
470	The Solution supports a messaging system that can transmit messages to and from the following:
470 a	Mobile to desktop
470 b	Mobile to mobile
471	The Solution displays the following identifiers within a message:
471 a	Sender name/ID
471 b	Sender date/time
471 c	Receiver name/ID
472	The Solution's message server continuously attempts to deliver a message until received and confirmed.
473	The Solution allows Users to store messages for later viewing.
474	The Solution's messages are sorted by most recent or first received.
475	The Solution allows Users to prioritize messages.
476	The Solution allows Users to query all messages by any field.
Sending Messages	
477	The Solution allows Users to create and save message groups.
478	The Solution allows Users to send a message to a single individual.
479	The Solution allows Users to send a message to multiple personnel (not as an identified group).
480	The Solution supports pre-defined message groups.
481	The Solution allows Users to send a message to all logged-in Users by selecting from the following:
481 a	County-Wide
481 b	Station Specific
481 c	Multiple Stations
482	The Solution allows Users to send messages to an unlimited number of recipients (e.g., multiple recipients and/or message groups). *Proposer must indicate, in comments section, if number is limited.
483	The Solution's narrative field contains a wrap-around feature. *Proposers must indicate, in comments section, if characters are limited.
484	The Solution allows Users to select a message recipient using a single command (e.g., double click on a logged on User and message screen pops up).
485	The Solution allows Users to attach files to messages.
486	The Solution allows Users to embed photos in messages.
487	The Solution allows the System Administrator to set a locally-defined attached file size limit.
488	The Solution allows Users to send a message to all units handling a specific incident (without requiring manual re-entry/creation of a new message and manually entering unit names/IDs).
489	The Solution supports the following features:
489 a	Reply
489 b	Reply all
489 c	Forward

Business Requirement

	Receiving Messages
490	The Solution notifies User, via an audible and/or visual flag, that a new message has arrived in their mailbox.
491	The Solution allows Users to receive incoming messages without affecting work in progress.
492	The Solution displays the total number of unread messages
493	The Solution's messages are queued in User's 'inbox' for later viewing.
494	The Solution allows Users to query message logs using LASD-defined criteria (e.g., date/time range, sender, recipient, device).
495	The Solution records the time a message was opened/read by receiver.
496	The Solution allows Users to clear a message from the queue.
497	The Solution allows Users to retain a message in the queue.
498	The Solution allows Users to archive messages.
499	The Solution allows Users to generate reports of all logged messages using the following information:
499 a	User
499 b	Time
499 c	Date
499 d	Time Range
499 e	Date Range
499 f	Station
499 g	Message keyword
	Instant Messaging
500	The Solution provides an instant messaging function that is not associated with an incident.
501	The Solution's instant message logs can be searched and archived.
	CAD System Administration
	Code Table Administration
502	The Solution allows the System Administrator to update code tables without taking the application offline (e.g., modify CAD code tables while still allowing Users to operate CAD system).
503	The Solution allows the System Administrator to perform code table maintenance without degrading application performance.
504	The Solution's drop-down menus are LASD-defined (e.g., BN for brown, BL for blue).
505	The Solution allows the System Administrator to maintain code tables (e.g., add/change/delete) without requiring Contractor intervention.
506	The Solution's tables can be modified by the System Administrator.
507	The Solution allows the System Administrator to create a new code, and merge/link historical records to a new code.
508	The Solution allows the System Administrator to deactivate a code within a table.
509	The Solution allows the System Administrator to activate a code within a table.
510	The Solution stores the date upon which a code table value becomes obsolete.
511	The Solution stores the date upon which a code table value becomes effective.
512	The Solution prevents the display of obsolete code table values on drop-down lists.
513	The Solution allows the System Administrator to designate code table values as obsolete and unavailable for current use (preventing further entry of that value).
514	The Solution displays obsolete/unavailable codes, for the purpose of querying historical data.
515	The Solution allows the System Administrator to import tables created from other applications (e.g., Excel).
516	The Solution allows the System Administrator to export tables into other applications (e.g., Excel).
517	The Solution allows the System Administrator to maintain code tables using UI-based forms.
518	The Solution allows the System Administrator to search within a code table.

Business Requirement

	Pre-formatted Screens and Configuration
519	The Solution allows the System Administrator to configure commands (e.g., CLR/C = clear command).
520	The Solution allows the System Administrator to create data entry screens (e.g., preformatted screens).
521	The Solution allows the System Administrator to determine order of fields in a preformatted screen.
522	The Solution allows the System Administrator to define shortcut keys (e.g., function keys).
	Application User Interface
523	The Solution allows the following to configure the UI:
523 a	System Administrator
523 b	User
524	The Solution allows the following to be configured by User:
524 a	Font size
524 b	Font type
524 c	Font color(s)
524 d	Window background color
524 e	Window sizes
524 f	Window locations
524 g	Order in which fields are displayed
524 h	Available Queues
524 i	Pre-formatted Screens and Masks
525	The Solution allows the System Administrator to limit the options available for unique User configuration.
526	The Solution allows the System Administrator to determine the order of data entry (e.g., tab order).
527	The Solution supports the following data entry features:
527 a	Drop down menus
527 b	Auto-completion
527 c	Free-text fields
528	The Solution allows the System Administrator to make the following modifications to data fields:
528 a	Add
528 b	Delete
528 c	Rename
528 d	Toggle on and off
528 e	Designate as mandatory
529	The Solution allows Users to return to application default settings.
530	The Solution allows Users to save modifications to their User profile.
531	The Solution allows the System Administrator to set multiple profiles.
532	The Solution allows Users to enlarge and shrink columns in their status windows.
543	The Solution maintains configuration settings during upgrades.
	Flags and Alerts: Creation
534	The Solution allows Users to manually create an alert.
535	The Solution allows Users to include the following information when creating an alert:
535 a	User ID (Creator)
535 b	Date of Entry
535 c	Category of Alert (e.g., Medical, Violent, etc.)
535 d	Narrative
535 e	Expiration Date
535 f	Flag/Alert Identifier (e.g., location, license plate, person, etc.)
536	The Solution allows Users to associate flags/alerts with the following information:

Business Requirement

536 a	Location
536 b	License Plate
536 c	Person
536 d	Address Ranges
537	The Solution geo-validates the address, at the time of entry, when creating a flag/alert.
538	The Solution supports multiple flags/alerts associated with a single identifier.
539	The Solution allows the System Administrator to categorize alerts (e.g., Hazardous Materials, Hostile Occupant, etc.)
540	The Solution allows the System Administrator to categorize flag types with a unique visualization for each flag type (e.g., violent is red, medical is blue).
541	The Solution automatically creates an alert based on Call Clearance code (e.g., Domestic Violence at 123 Main St. When dispatched to location in future, a flag/alert is shown based on previous domestic violence).
542	The Solution's auto-generated alerts include expiration rules (e.g., automatically deletes after incident is one year).
543	The Solution allows Mobile Users the option of creating an alert when clearing a call.
Flags and Alerts: Retrieval	
544	The Solution automatically presents Users with any flags/alerts when querying any of the following associated information:
544 a	Location
544 b	License Plate
544 c	Person
544 d	Address Ranges
545	The Solution automatically presents Users with any flags/alerts when inputting any of the following associated information:
545 a	Location
545 b	License Plate
545 c	Person
545 d	Address Ranges
545 e	The Solution's flags/alerts are dynamic (e.g., User can click on flag for additional information).
546	The Solution provides Users with address incident history when performing the following:
546 a	Creating an Incident
546 b	Querying an Address
Flags and Notifications Maintenance	
547	The Solution archives deleted/expired hazards and event flags.
548	The Solution notifies the System Administrator of the pending expiration of a flag (e.g., via email, sms text, etc.) Proposer must identify, in the comments section, the type of notification provided.
549	The Solution is capable of importing hazard information from an RMS where applicable (e.g., known offenders' information would populate/create hazards on their addresses).
Premise File Maintenance	
550	The Solution allows Users to create/update CAD premise history files.
551	The Solution automatically updates premise history when an incident occurs.
552	The Solution's premise information is parsed into separate data fields/tabs.
553	The Solution captures and maintains specific premise information, including but not limited to the following:
553 a	Alarm/access information
553 b	Emergency contact information
553 c	Business Owner Name

Business Requirement

553 d	Occupant Name
553 e	Building Name
553 f	Hazardous conditions
554	The Solution captures specific premise information by groups of addresses (e.g., all apartments in an apartment complex, all houses in a subdivision).
555	The Solution does batch updates for specific premise information by groups of addresses.
556	The Solution stores premise information for an agency-defined length of time.
557	The Solution stores premise information for a specific apartment unit/suite number.
558	The Solution allows Users to define valid date ranges for time-delimited premise information at a given location (e.g., information valid between <start date> and <end date>).
559	The Solution allows authorized Users to archive expired premise file information.
560	When premise information is modified, the Solution allows Users to include the following information in the premise record:
560 a	Expiration date
560 b	Unit ID of person entering information
Administrative Information	
561	The Solution allows LASD to customize information forms (e.g., List of reserved vs available Radio Channels and accompanying information).
562	The Solution's forms are unique per Station.
563	The Solution has a general information screen associated with each station (e.g., corresponding TAC channels, phone numbers, etc.).
564	The Solution's forms are titled for easy review (e.g., Radio Channel Form, Special Event).
565	The Solution provides a general information file that includes contact information.
566	The Solution's information file data is parsed via the following fields:
566 a	Address
566 b	Business (e.g., Contact for power companies)
566 c	Contact Person
566 d	Contact Phone Number
566 e	Narrative
567	The Solution allows Users to query information file via any parsed data field.
Multiple Environments	
568	The Solution provides a fully simulated training environment to allow Users to create calls for service and dispatch units without impacting the production environment.
569	The Solution allows the System Administrator to test all system updates in a testing environment and allow the modifications to be imported into the production environment.
570	The Solution's training environment operates independently from the Production environment so that Mobile training and CAD training can occur independently without impacting one another.
571	The Solution's training environment allows a User (e.g., instructor) to direct calls to multiple trainees on multiple terminals.
Special Events	
General	
572	The Solution allows authorized Users to create a temporary dispatching station for special events (e.g., LA County Fair).
573	The Solution allows a Mobile User to change their call sign mid-shift and not lose any historical information related to that unit (e.g., in the event that a unit moves from their station's responsibility to EOB, they change their call sign but all associated information with that User's activity remains the same).

Business Requirement

574	The Solution's queues (e.g., incidents, units, etc.) are unique to that special event (e.g., only show those events and units that are assigned to EOB on screen).
575	The Solution allows Users to create a unique reporting district for a special event that overlaps other jurisdictions.
576	The Solution differentiates between overlapping calls for service by designating an RD to Parks, EOB and others (e.g., Parks or EOB may be geographically located in a station RD area but their calls for service will need to be differentiated from station RD calls for service).
587	The Solution's incident number uniquely identifies that it pertained to a special event.
Unit Assignment	
578	The Solution allows temporary stations to include units normally dispatched by other stations.
579	The Solution allows units to temporarily be assigned to a special event dispatching station.
580	The Solution allows Users to uniquely identify units assigned to a special event.
581	The Solution allows units from multiple stations to be added to a special event call.
582	The Solution allows authorized Users to group multiple units as a squad.
583	The Solution allows units to be dispatched as a squad collectively (as opposed to individually adding units to an incident).
Briefing Composition	
584	The Solution allows a User to create a briefing file from within CAD.
585	The Solution's briefing form provides dedicated fields for the following information:
585 a	Station
585 b	Date
585 c	Shift
585 d	Narrative
586	The Solution allows authorized Users to archive all created briefs.
587	The Solution allows Users to distribute briefs in the CAD environment via:
587 a	All MDCs associated with a specific station
587 b	Countywide
588	The Solution allows Users to query briefing history by any operational data element used (e.g., date, station, etc.).
Deputy Daily Work Sheet (DDWS)	
589	The Solution logs deputy activity that is automatically populated based on the following:
589 a	Unit Log-On/Log-Off Record
589 b	Unit Assignment of Incidents Record
589 c	Unit Response Records
590	The Solution's DDWS provides dedicated data fields to capture the following information at a unit's log-on and log-off:
590 a	Unit ID
590 b	Shift
590 c	Date
590 d	Shift Time
590 e	Classification of Personnel
590 f	Patrol Type (e.g., Patrol, Foot, Directed)
590 g	Deputy Name(s)
590 h	Deputy ID(s)
590 i	Vehicle ID
590 j	Mileage

Business Requirement

590 k	Activity (Note: Activity Information is a Summary of Activities that are populated based on assignment in CAD and corresponding clearance codes)
591	The Solution's DDWS captures the following activity information during a unit's shift:
591 a	Incident Assignment History (e.g., listing of all activities a unit was assigned).
591 b	Incident Details to include: incident number, date/time, Clearance codes, narrative, etc.
591 c	Summary of Activities
592	The Solution's DDWS captures a summary of arrest types during a unit's shift, including:
592 a	Felony: Male Adult
592 b	Felony: Female Adult
592 c	Felony: Male Juvenile
592 d	Felony: Female Juvenile
592 e	Misdemeanor: Male Adult
592 f	Misdemeanor: Female Adult
592 g	Misdemeanor: Male Juvenile
592 h	Misdemeanor: Female Juvenile
593	The Solution's DDWS captures a summary of citations during a unit's shift.
594	The Solution's DDWS captures a summary of time allocated during a unit's shift, including: (Note: Time Allocated fields are populated based on information captured as part of call clearance and a unit's log-on information).
594 a	Total Shift Length
594 b	Time Spent on handling an incident
594 c	Time Spent on Report Writing
594 d	Time Spent on Patrol
594 e	Unallocated Time
594 f	Total Reports
595	The Solution automatically calculates/aggregates time to prevent Users from submitting time over the allotted 480 minutes of a shift.
	DDWS - Review and Approval
596	The Solution allows authorized Users to query a list of unapproved DDWS by:
596 a	Shift
596 b	Station
596 c	Unit
597	The Solution allows authorized Users to open and review a DDWS.
598	The Solution allows authorized Users to modify any data in the DDWS.
	DDWS - Data Validation
599	The Solution validates information within the DDWS to identify and ensure the following:
599 a	All unit statuses are correct
599 b	All corresponding times are correct
599 c	All total times are logical (e.g., shift must be a certain time length, noted time cannot accumulate beyond shift length total)
	Court Services Transportation (CST)
	Dispatch Functions
600	The Solution allows specific units to be assigned to inmate transportation.
601	The Solution allows specific units to be assigned to statewide transportation.
602	The Solution supports a unique CAD profile that displays only units associated with inmate transportation.

Business Requirement

603	The Solution has a unique status queue for all units assigned as inmate and/or statewide transportation.
604	The Solution displays only units identified as inmate and/or statewide transportation units on a User's map.
605	The Solution incorporates real-time unit location (e.g., AVL) for inmate and/or statewide transportation units on User's map.
606	The Solution generates an incident number associated with each unit's stop that uniquely identifies that it's TST related (e.g., a stop at San Dimas Station by Unit 101 on 2/1 at 10AM is noted as "TST101-01").
607	The Solution allows Users to run a report on any combination of data elements recorded at individual logging for each stop event (e.g., run a report on total number of inmates picked up, run a report on specific individuals who were picked up at a location).

Mobile Requirement

REQ #	Mobile Requirement
General Mobile Data Computing Features	
1	The Solution meets all CJIS requirements (including data encryption requirements per FIPS 140-2).
2	The Solution supports automatic screen refreshes of information (e.g., call updates).
3	The Solution notifies Mobile Users, any time new information is added to a call, via the following alerts:
3 a	Audible alert
3 b	Visual alert
4	The Solution has unique audible and visual alerts to distinguish between unique information (e.g., messages have different sounds than incidents).
5	The Solution uses unique audible and visual alerts to distinguish between call priorities (e.g., Routine, Emergency, and Priority calls all have different visual indicators).
6	The Solution logs all Mobile User activities, including the following:
6 a	User ID
6 b	Date and time of transmission
6 c	Terminal ID
6 d	Activity Taken (e.g., query, command issued)
7	The Solution supports the following functionalities, where appropriate:
7 a	Type ahead
7 b	Drop down menu
System Connectivity	
8	The Solution provides Mobile Users a visual alert if Mobile is receiving a negative response from CAD System (e.g., no connection to CAD).
9	The Solution continuously attempts to reconnect to CAD system in the event connectivity is lost.
Software Updates	
10	The Solution supports the following functionalities, without affecting work in progress:
10 a	A User-initiated download of software/files (e.g., code tables, updates) at log-on.
10 b	An automatic download of software/files (e.g., code tables, updates) at log-on.
10 c	A scheduled download of software/files (e.g., code tables, updates).
11	The Solution maintains compatibility with standard Windows Operating System and associated component updates (e.g., if Windows or supporting software makes an update, System will make corresponding update to maintain compatibility).
12	The Solution operates on the latest Windows Operating System within:
12 a	Current Version
12 b	N-1
12 c	N-2
12 d	N-3
12 e	N-4
13	The Solution supports a centralized Remote Content Management system.
14	The Solution prevents a Mobile User without appropriate security permissions from updating the application.
Smartphone/Tablet Access	
15	The Solution supports non-traditional hardware for Mobile access (e.g., smartphone/tablet).
16	The Solution provides a Mobile environment in smartphones/ tablets, via the following:
16 a	Web-based Access
16 b	Dedicated Application (e.g., application developed specifically for the device) *If supported, Proposer must indicate, in comments section, Operating Systems supported.

Mobile Requirement

17	The Solution achieves full system functionality via smartphone/ tablet. *If any functionality is not available via smartphone, Solution must indicate, in comments section, the missing functionality.
Briefing File	
18	The Solution allows Mobile Users to access the following:
18 a	An electronic briefing file
18 b	Historical briefings
Mobile Application User Interface	
19	The Solution's UI is configurable by the System Administrator.
20	The Solution's configurations are not overwritten by updates, upgrades, and/or patches.
21	The Solution allows the System Administrator to save the configured UI.
22	The Solution supports multiple UI's based on Mobile User role (e.g., Department has a standard Patrol profile and a CST profile).
23	The Solution accepts input from the following:
23 a	Barcode reader
23 b	Mag Stripe reader
23 c	Command entries on a command line
23 d	Function keys (one touch keys)
23 e	Point-and-click devices
23 f	Touchscreen (e.g., buttons)
23 g	Voice
24	The Solution allows Mobile Users to customize the following fields on their Mobile displays:
24 a	Font color
24 b	Font size
24 c	Day/Night mode
25	The Solution allows Mobile Users to return to application default settings.
Log-on/Log-off	
Log-on	
26	The Solution requires Mobile Users to enter the following information to log-on to Mobile system:
26 a	Unit ID
26 b	Shift
26 c	Status (e.g., available, unavailable for calls, etc.)
26 d	Class (e.g., assignment)
26 e	Number of Deputies in Vehicle
26 f	Log-on Time
26 g	Deputy Name (multiple)
26 h	Other Individuals (e.g., observers)
26 i	Starting Mileage
26 j	Vehicle ID
26 k	Special Equipment
26 l	Mobile Radio
26 m	Portable Radio
26 n	Station Assignment
27	The Solution allows the System Administrator to define which data fields are required for log-on.
28	The Solution's log-on requirements are based on Mobile User profiles (e.g., CST has different requirements than Patrol).

Mobile Requirement

29	The Solution automatically requires all Users to log-in depending on class entered (e.g., if Class 2, 2 deputies must be logged-in to application).
30	The Solution automatically populates log-on fields based on saved Mobile User information (e.g., User enters ID and password, station and radio ID are automatically populated).
31	The Solution allows Mobile Users to overwrite any information that is auto-populated based on User ID/Password (e.g., User can modify the equipment issued).
32	The Solution associates a User's input of a Department-assigned number when recording equipment (similar to a serial code but local to the Department).
33	The Solution provides Mobile Users with a Helpdesk notification, via pop up message, indicating who to contact if Mobile Users are unable to log on.
34	The Solution's Users can change any log-on information entered in error following log-on (e.g., vehicle ID).
35	The Solution requires Users to enter a reason for changing any log-on information entered (e.g., incorrect vehicle ID).
36	The Solution notifies Users at logon if information entered is already logged on (e.g., radio ID, Mobile ID, vehicle number, etc.)
37	The Solution prevents a User from logging on if they enter information or values that are already logged on (e.g., using same Vehicle ID as another unit logged in).
CST Log-On Information	
38	The Solution records the following information (dedicated fields) associated with CST vehicle at log-on:
38 a	Assigned Deputies
38 b	Starting Mileage
38 c	Vehicle Identifier
38 d	Vehicle Shift
38 e	Department Defined
39	The Solution records the following information (dedicated fields) associated with the deputies (multiple) at log-on:
39 a	User ID
39 b	Shift
39 c	Portables
40	The Solution requires units to enter ending mileage when logging off application.
41	The Solution auto-populates User-information based on User ID.
Log Off	
42	The Solution records the following at log-off:
42 a	Log-off Time
42 b	Overtime Patrol Area (Reporting District)
42 c	Overtime Minutes Worked per area
42 d	Ending Mileage
42 e	Patrol Area (Reporting District)
42 f	Patrol Time in Minutes per area
43	The Solution records multiple patrol areas.
44	The Solution references patrol area with patrol time (e.g., RD 1 - 60 minutes, RD 2 - 120 minutes).
45	The Solution allows the System Administrator to define which data fields are required for log-off.
46	The Solution prevents a Mobile User from logging off a unit if they are assigned to an incident.
47	The Solution associates Sign-off information with a Mobile User.
48	The Solution transfers Sign-off information to a new Mobile in the event that they log-in to another Mobile application (e.g., migration of information).

Mobile Requirement

	Peer to Peer Monitoring
49	The Solution allows Mobile Users to select other Mobile Users for peer-to-peer monitoring.
50	The Solution provides a dedicated queue for units under peer-to-peer monitoring (e.g., units selected for peer monitoring are isolated on separate view/window/queue).
51	The Solution allows Mobile Users to configure the type of information they view on peer-to-peer unit monitoring (e.g., view only emergency calls and not priority calls).
52	The Solution allows Mobile Users to set priorities associated with peer-to-peer monitored units.
53	The Solution's alerts with associated peer-to-peer unit monitoring are differentiated by the following:
53 a	Priority (e.g., a higher priority monitored unit may include an audible alert whereas a lower priority unit may only be a visual flag).
53 b	Priority of call (e.g., T-stop has different alert than a domestic violence).
54	The Solution notifies Mobile Users, via message, when a peer-to-peer unit is assigned to a call.
55	The Solution allows Mobile Users to select an unlimited number of units for peer-to-peer monitoring.
56	The Solution allows Mobile Users to be monitored by an unlimited number of units.
	Application Integration
	CAD/Mobile Integration
57	The Solution supports a real-time data transmission between the System and Mobile Computer.
58	The Solution allows Mobile Users to view all incident information available in CAD on the Mobile Computer.
59	The Solution queries CAD data from the Mobile Computer.
60	The Solution allows Mobile Users to query any system interfaced to the CAD application. *If any systems interfaced to the CAD system cannot be queried, please specify in the comments field.
61	The Solution's alerts are automatically made available to Users in the Mobile environment.
62	The Solution allows Mobile Users to create an alert from the Mobile Computer when clearing a call.
63	The Solution allows Mobile Users in the field to modify premise information related to a location.
64	The Solution includes a Mobile User approval process when entering/modifying premise information and/or alerts (e.g., deputy submits a flag/alert, that is submitted to the Watch Deputy; only upon approval from Watch Deputy will it get assigned into CAD).
	Unit Status and Incident Information
65	The Solution displays the following information on the screen during normal operations:
65 a	Unit Status Buttons
65 b	Pending Calls Queue
65 c	Active Calls Queue
65 d	Assigned Call
65 e	Message Queue
65 f	Date/Time
65 g	Peer Unit Information Queue
65 h	Map
66	The Solution allows Mobile Users to change unit status.
67	The Solution's call queues are specific to the following:
67 a	Deputy's station (e.g., Lancaster units see only Lancaster incidents/units).
67 b	Deputy's station reporting district assignment (e.g., Lancaster North unit sees only Lancaster North applicable incidents).
68	The Solution allows Mobile Users to select which reporting district calls they would like to have access to in addition to their assigned reporting district (e.g., unit is assigned in Lancaster North, they can also have access to all Lancaster calls).
69	The Solution allows Mobile Users to view the following when opening an incident:

Mobile Requirement

69 a	Dispatch Data
69 b	Units
69 c	Incident Notes
70	The Solution allows Mobile Users to query incidents regardless of assignment (e.g., Palmdale unit is able to query Lakewood unit(s) incidents).
71	The Solution provides a unit status wizard that triggers required fields when entering/exiting Department-defined unit statuses (e.g., when in Unit Status of "Female Transport" require current mileage; when changing unit status from "Female Transport" would require ending mileage).
72	The Solution has unique status update buttons for CST.
73	The Solution dates and time stamps all unit activity (e.g., status updates, inmate logs, etc.)
Mobile Mapping	
Map Navigation	
74	The Solution provides Mobile Users with the following map navigation functionality:
74 a	Pan
74 b	Zoom
75	The Solution supports finger gesturing (touch screen) for map navigation.
76	The Solution visually differentiates the status of each unit (through color, text and/or symbol).
77	The Solution allows Mobile Users to center map display on any of the following:
77 a	Incident location
77 b	Specified geographic area
77 c	Specified vehicle/unit
77 d	Vehicle activating emergency button
78	The Solution's maps automatically zoom into area as vehicle approaches destination.
79	The Solution allows cache map layers to minimize the amount of data transmitted wirelessly.
80	The Solution's map functions without wireless connectivity.
81	The Solution updates maps with the following information in real-time:
81 a	Unit locations
81 b	Incident locations
82	The Solution allows Mobile Users to right click on a location to display information associated with that location.
83	The Solution allows Mobile Users to click on a unit/incident in the incident queue/unit status bar and have it displayed on the map.
84	The Solution allows Mobile Users to save a map view.
85	The Solution allows Mobile Users to print a map view.
86	The Solution allows Mobile Users to toggle between street grid and satellite view on Mobile map.
Containment	
87	The Solution allows Mobile Users to set containment points via the Mobile.
88	The Solution allows Mobile Users to set containment points on the Mobile via selecting positions on the Mobile map.
89	The Solution utilizes icons to set containment points on the Mobile map ("Containment Icons").
90	The Solution's containment icons visually differentiate (through color, text and/or symbol) when they are manned vs. unmanned.
91	The Solution makes edited maps available to:
91 a	Other units assigned to the call
91 b	All units in a corresponding station
91 c	Units within a geographic area

Mobile Requirement

92	The Solution allows responding unit to identify electronically when they have arrived at a containment point.
93	The Solution's containment actions (e.g., setting of points, records of arrival) are appended to the call history.
AVL Integration	
94	The Solution supports AVL/GPS functionality.
95	The Solution allows Mobile Users to filter the display of other units on the Mobile map by:
95 a	Station
95 b	All Units
96	The Solution displays unit location on a map.
97	The Solution allows Mobile Users to view a units progress (in motion) toward an incident location.
98	The Solution utilizes GPS information to update incident location for field initiated calls for service.
99	The Solution supports pin-dropping (e.g., During a pursuit, a suspect appears to throw something out the window. Deputy continues pursuit but hits a button enroute that records the GPS location of the pin).
100	The Solution incorporates real-time unit location (AVL) for inmate and/or statewide transportation units.
Routing	
101	The Solution automatically calculates directions from Mobile User's current location (on Mobile using AVL) to dispatched location.
102	The Solution allows Mobile Users to toggle on/off routing.
103	The Solution instantaneously recalculates directions to incident/specific location.
104	The Solution provides routing information, via the following:
104 a	Audible
104 b	Text-based
105	The Solution takes the following into account when calculating routing directions:
105 a	Street speed limits
105 b	Closed streets
105 c	Distance between vehicle and incident location
105 d	Real-time traffic data *If this is supported, provide explanation, in comments section, of how.
106	The Solution highlights, on the map, the recommended route from current location to a dispatched incident site.
107	The Solution automatically orients map so vehicle is always moving forward.
108	The Solution provides Mobile Users with an ETA to their dispatched location.
Emergency Key Functionality	
109	The Solution allows Mobile Users to initiate an emergency message transmission from a touch screen button or hot key.
110	The Solution automatically transmits the following information in an emergency situation:
110 a	Unit ID
110 b	Units last known location
111	The Solution allows the following to reset an emergency key:
111 a	SD
111 b	Deputy activating emergency key
112	The Solution automatically creates an incident when the emergency key is activated.
113	The Solution allows SD to create an emergency trigger.
114	The Solution's emergency key provides an alert to:
114 a	Other Units in corresponding Station
114 b	Other monitoring units (peer-to-peer)
114 c	Units within a geographic area (e.g., regardless of station, any Department user within 2 miles of the activation)

Mobile Requirement

114 d	Specified Users (e.g., appropriate supervisor is always notified)
115	When the emergency key is reset, the Solution notifies the same Users that were originally notified by the alert.
116	The Solution supports a unit status (e.g., Code 3 - lights and sirens) that automatically sends an alert to appropriate SD/monitoring units.
117	The Solution supports a Code 3 approval process which notifies the appropriate Watch Deputy when a Mobile User goes Code 3.
118	The Solution allows notified watch deputy to authorize or decline the Code 3.
119	The Solution notifies Mobile User, via pop-up, of the watch deputy's response.
120	The Solution visually differentiates (through color, text and/or symbol) between an approved Code3 unit status vs. requested Code3 unit status.
121	The Solution supports a unit status (e.g., Code 6 - out of vehicle) that automatically creates an incident, identifying the following:
121 a	Unit hitting Code 6
121 b	Time
121 c	Location (via AVL/GPS)
122	The Solution allows Mobile Users to modify any unit status (e.g., Code 3 or Code 6) from a central location (e.g., Watch Deputy).
Mobile Dispatch Operations	
Dispatch Receipt	
123	The Solution's calls for service automatically open on the assigned unit's Mobile computers.
124	The Solution requires a Mobile User to "acknowledge" an assigned call.
125	The Solution allows Mobile Users access to all premise history associated with an incident (e.g., call history, hazards, etc.)
126	The Solution allows the System Administrator to configure whether a call for service is opened automatically.
127	The Solution alerts Mobile Users that a new call for service has arrived, via the following:
127 a	Pop-Up on-screen
127 b	Audible alert
127 c	Visual alert
128	The Solution notifies personnel dispatched to an incident when other personnel assigned to the call update their unit status (e.g., Enroute, on-scene).
129	The Solution allows Mobile Users to add themselves to an incident.
130	The Solution allows Mobile Users to access and read all call comments associated with a call, regardless of assignment.
131	The Solution displays the following information in distinct fields or tabs (as opposed to in the call narrative) upon receipt of dispatch:
131 a	Assigned Units
131 b	Comments/narrative
131 c	Date and time incident entered
131 d	Incident location
131 e	Incident priority
131 f	Radio Code (e.g., call type)
131 g	Premise Information (e.g., hazards, flags, etc.)
131 h	Previous Call for Service information
131 i	Reporting party information
131 j	Suspect information
132	The Solution directly accesses (e.g., hyperlink, drill down) previous call information related to the call for service.

Mobile Requirement

133	The Solution allows Mobile Users to add to call comments.
Self-Assignment	
134	The Solution allows a deputy to self-assign as an assisting unit to an incident (e.g., a unit goes into an "OBS", a new unit can assign themselves as an assisting unit).
135	The Solution prevents a Mobile User from assigning themselves as a primary handler (primary handler assignment must come from dispatch).
136	The Solution automatically notifies dispatch if a Mobile User self-assigns to an incident.
Dispatch Updates	
137	The Solution displays the most current dispatch data at the top of the screen/narrative section.
138	The Solution allows Mobile Users to receive supplemental dispatch information (e.g., location, suspect, pictures, vehicle information) without interrupting work in-progress.
139	The Solution's supplemental dispatch information is visually distinct from information previously received by Mobile User (e.g., separate font color, highlighted).
Hazard Information	
140	The Solution notifies Mobile Users, via message, of availability of information associated with a location (e.g., hazard).
141	The Solution indicates the type of information that is attached to a call so that Mobile Users can decide whether or not to retrieve the information (e.g., hazards are categorized and made visually distinct via icon or under separate tab).
142	The Solution allows field units to have the option of pulling up or not pulling up information attached to the call.
Field Initiated Calls for Service (Observation)	
143	The Solution allows Mobile Users to initiate the following calls for service from the Mobile Computer:
143 a	Traffic stop
143 b	Pedestrian stop
143 c	Bike Stop
143 d	Other (Department Defined)
144	The Solution allows additional units to self-assign to another unit's OBS.
145	The Solution allows Mobile Users to initiate a call for service using the following:
145 a	Function key
145 b	Quick touch button
146	The Solution allows field-initiated calls for service to trigger required fields that would be required for completion at call clearance (e.g., User can identify what OBS they're in, but not need to complete it immediately).
Call Clearance	
147	The Solution allows Mobile Users to clear calls from the Mobile.
148	The Solution requires the following information when clearing a call:
148 a	Clearance Code
148 b	Narrative (free form)
148 c	Reporting District (drop-down)
148 d	Number of Reports to be written (numeric, free-form)
148 e	Writing Time (numeric, free-form)
148 f	Citations Issued (numeric, free-form)
148 g	Citation Number(s)
148 h	Number of Arrests, including the following drop down options: - Felony or Misdemeanor

Mobile Requirement

	<ul style="list-style-type: none"> - Male or Female - Adult or Juvenile
149	The Solution allows the System Administrator to create and add fields as part of Call Clearance.
150	The Solution allows the System Administrator to create a Call Clearance wizard that determines subsequent questions based on previous answers.
151	The Solution allows Mobile Users to export all information recorded as part of a Call Clearance, into the deputy's daily worksheet.
152	The Solution allows the System Administrator to determine which fields associated with clearing a call are mandatory vs. optional.
153	The Solution allows the System Administrator to configure all drop-down fields (e.g., Department develops and manages the code tables).
154	The Solution's clearance code used determines the subsequent data fields required to complete the call clearance.
155	The Solution requires all deputies responding to an incident (CFS or OBS) to input their own clearance codes.
156	The Solution allows Mobile Users to be assigned to multiple calls.
157	The Solution allows Mobile Users to switch call assignment.
158	The Solution maintains associated call times pertaining to a specific incident (e.g., if a unit switches between active incidents, all activity taken (e.g., unit statuses) corresponds to their active incident.)
159	The Solution allows Mobile Users to add anticipated report writing time as part of Call Clearance.
Call Clearance Summary	
160	The Solution compiles time for all associated tasks (e.g., 5 calls cleared with reports, system tallies all reporting time into a single number).
161	The Solution verifies that all call times are valid and there is no overlap (e.g., when a deputy is handling Call A from 9 - 9:30, the system verifies that they are not handling Call B from 9:20 - 9:25).
162	The Solution allows Mobile Users to modify Department-determined call times associated with an incident (e.g., manually override enroute time).
163	The Solution tallies the total time spent on a call based on the following:
163 a	Unit status history
163 b	Additional information added as part of a call clearance
164	The Solution's call for service history allows Mobile Users to view all primary and assisting unit's narratives.
Contact Information	
165	The Solution allows the System Administrator to determine which clearance codes require contact information to be completed.
166	When entering a clearance code requiring contact information, the Solution allows Mobile Users to be presented the following fields to complete:
166 a	Last Name
166 b	First Name
166 c	Type of Contact
166 d	Sex
166 e	Race
166 f	Date of Birth
166 g	Probation/Parole Status asked? (Yes/No)
166 h	On Probation/Parole? (Yes/No)
166 i	Backseat Detention Length [in minutes] (e.g., 3 digit numeric field)
166 j	Vehicle Impound or Storage
166 k	Vehicle Code for Storage Authority

Mobile Requirement

167	The Solution's contact information fields incorporate drop down menus (maintained by the System Administrator) where appropriate.
AB 953 Contact Form	
168	The Solution supports clearance codes associated with AB 953 collection requirements.
169	The Solution presents Mobile User with an AB 953 form to complete, when eligible an AB 953 clearance code is used.
170	The Solution allows Mobile Users to manually identify requirement for AB 953 form.
171	The Solution presents Mobile Users with AB 953 form, after manual identification.
Countywide Bulletins/BOLOs and Messaging	
Countywide Bulletins/BOLOs	
172	The Solution allows Mobile Users to generate CWs.
173	The Solution provides the following fields for a CW record:
173 a	Date issued
173 b	CW expiration date
173 c	Nature of the CW
173 d	CW priority
173 e	Subject information
173 f	Vehicle information
173 g	Narrative
174	The Solution automatically checks outstanding CWs when a name or plate is queried.
175	The Solution isolates CWs from other messages.
Messaging	
176	The Solution supports a messaging system that can transmit messages to and from Mobile and desktop workstations.
177	The Solution displays the following identifiers within a message:
177 a	Sender name/ID
177 b	Sender date/time
177 c	Receiver name/ID
178	The Solution's message server continuously attempts to deliver a message until received (e.g., in the event connectivity is unavailable).
179	The Solution allows Mobile Users to store messages for later viewing.
180	The Solution's retention periods for sent and received messages are defined by the System Administrator.
181	The Solution's messages are sorted by most recent or first received.
Sending Messages	
182	The Solution allows Mobile Users to create and save message groups.
183	The Solution allows Mobile Users to create message groups by the following:
184 a	Individual Unit
184 b	Station Specific
184 c	Department Wide
184 d	The Solution saves Mobile User created message groups at the profile level.
185	The Solution allows Mobile Users to send messages to the following:
186 a	A single individual
186 b	Multiple personnel (e.g., not as an identified group)
187	The Solution's narrative field contains a wrap-around feature. *The Solution must indicate if characters are limited.

Mobile Requirement

188	When creating a message, the Solution allows Mobile Users to select a recipient using a single command (e.g., double click on a logged on user and message screen pops up).
189	The Solution allows Mobile Users to attach files to messages.
190	The Solution allows Users to embed photos in messages.
191	The Solution allows the System Administrator to set a file size limit.
192	The Solution allows Mobile Users to send a message to all units handling a specific incident (e.g., without requiring manual re-entry/creation of a new message and manually entering unit names/IDs).
193	The Solution's messages support the following features:
193 a	Reply
193 b	Reply All
193 c	Forward
Receiving Messages	
194	The Solution notifies Mobile Users, via an audible and/or visual flag, that a new message has arrived in mailbox.
195	The Solution allows Mobile Users to receive incoming messages without affecting work in progress.
196	The Solution has a visual identifier indicating the total number of unread messages.
197	The Solution's messages are queued in Mobile Users "inbox" for later viewing.
198	The Solution allows Mobile Users to query message logs using Department-defined criteria (e.g., date/time range, sender, recipient, device).
199	The Solution records the time a message was opened/read by receiver.
200	The Solution allows Mobile Users to clear a message from the queue.
201	The Solution allows Mobile Users to retain a message in the queue.
202	The Solution allows Mobile Users to archives messages.
203	The Solution allows Mobile Users to generate reports of all logged messages using the following criteria:
203 a	User
203 b	Time
203 c	Date
203 d	Time Range
203 e	Date Range
203 f	Station
203 g	Message keyword
203 h	Device
Queries	
General Queries	
204	The Solution searches and queries all appropriate databases without impacting dispatching performance.
205	The Solution allows Mobile Users to select which databases (e.g., CAD, RMS, and appropriate interfaces) to query.
206	The Solution allows the System Administrator to define/configure which databases and interfaces are automatically queried.
207	The Solution's automatic queries are based on a Mobile User's profile (e.g., a User has a certain security level, they only have access to query certain databases).
208	The Solution allows Mobile Users to query any call within the system, regardless of station (e.g., Compton can query Lakewood calls).
209	The Solution's query returns incorporate hyperlinks so that additional information is easily accessible without requiring the re-keying of data.
210	The Solution associates each User query with their corresponding CLETS ID and ORI number.
Query Returns and Access	

Mobile Requirement

211	The Solution retains recently queried information for easy access (e.g., User runs multiple DLs, they are able to access the initial DL query again without forcing a re-query).
212	The Solution stores a Mobile Users 10 most-recent queries. *The Solution must indicate the maximum if queries are limited to below or above 10.
213	The Solution removes queries from query history after the following:
213 a	Up to a certain number of queries are hit (e.g., when 11th query occurs, only last ten are maintained).
213 b	Time limit (e.g., only queries from past hour, day, shift).
213 c	Manually removed (e.g., all queries are stored until manually eliminated).
214	The Solution's query returns are accessible to other programs (e.g., User can select a query return from a Mobile and have the data populated into report writing software).
215	The Solution allows Mobile Users to link queries to a call for service.
216	The Solution allows Mobile Users access to another User's queries and returns.
217	The Solution allows Mobile Users to do the following with another User's queries and returns:
217 a	View Information Only
217 b	Copy a User's Information
218	The Solution's query returns are organized so that they do not overload a User's interface (e.g., returns are categorized, placed in separate queues, etc.)
219	The Solution organizes and aggregates all query returns in a logical manner (e.g., running a query on multiple databases, the return is divided across those multiple databases, showing an individual the basics of the return). For example: Database 1 - No Returns Database 2 - 5 Returns User would be able to click on those databases and see additional information.
220	The Solution saves all query returns until Mobile User clears data.
221	The Solution allows Mobile Users to access past queries.
222	The Solution saves all stored query returns after Mobile User log-off (e.g., returns are still there the next time that Mobile User logs onto the system).
223	The Solution sorts query results on any returned field.
224	The Solution provides a window from which Mobile Users can run common queries.
225	The Solution notifies Mobile Users, via on-screen indicator (e.g., pop-up), of a failed query (e.g., access to a database is unavailable).
Query Masks	
226	The Solution uses predefined data entry forms/screens (masks) to minimize data transmitted during queries.
227	The Solution allows Mobile Users to access query forms using the following:
227 a	Command line entry
227 b	Drop down menus
227 c	Dedicated function keys
227 d	On-Screen Buttons
228	The Solution allows the System Administrator to uniquely configure all query masks.
229	The Solution provides the following query masks:
229 a	Vehicle
229 b	Wanted Persons
229 c	DMV
229 d	NCIC (e.g., Property, Gun, Boat, Bike)
230	The Solution allows the System Administrator to develop a query mask not listed above.
Query Vehicle Mask	

Mobile Requirement

231	The Solution's Vehicle Query includes, but is not limited to, the following:
231 a	License Plate Number
231 b	License Plate State
231 c	License Plate Code
231 d	VIN
231 e	License Make
231 f	Stolen Vehicle Recovery Network (for LOJAC)
232	The Solution allows the System Administrator to determine which fields are optional/mandatory in order to run query.
233	The Solution's queries return information from the following applications/databases:
233 a	CAD (Incident History with Vehicle)
233 b	RMS (Master Vehicle Index Search)
233 c	CLETS/NCIC Associated Databases
233 d	JDIC Associated Databases
234	The Solution automatically runs a wants/hits check for the address associated with the DMV return.
235	The Solution automatically queries the license plate when creating a traffic stop.
Query Wanted Persons Mask	
236	The Solution's Wanted Person Query includes, but is not limited to, the following:
236 a	Driver's License Number
236 b	Driver's License State
236 c	Name
236 d	Address
236 e	Sex
236 f	Race
236 g	Hair
236 h	Eyes
236 i	Height
236 j	Weight
236 k	DOB
236 l	Age
Query DMV Mask	
237	The Solution's DMV mask query includes, but is not limited to, the following:
237 a	DL Number
237 b	Name
237 c	Address
237 d	DOB
237 e	Age
238	The Solution allows the System Administrator to define which fields are optional/mandatory in order to run a DMV mask query.
239	The Solution's DMV mask query is national (e.g., not restricted solely to California DMV returns).
240	The Solution's DMV mask query returns information from the following applications/databases:
240 a	CAD (Incident History with address)
240 b	RMS (History associated with name or address)
240 c	CLETS/NCIC Associated Databases
240 d	JDIC Associated Databases
Query NCIC Mask	

Mobile Requirement

241	The Solution allows Mobile Users to query NCIC with a dedicated mask, by searching the following:
241 a	Property
241 b	Gun
241 c	Boat
241 d	Bike
Deputy Daily Worksheet	
242	The Solution provides a unit activity record (e.g., DDWS).
243	The Solution's DDWS captures the following log-on information during a unit's shift:
243 a	Unit ID
243 b	Shift
243 c	Date
243 d	Shift Time
243 e	Classification of Personnel
243 f	Patrol Type (e.g., Patrol, Foot, Directed)
243 g	Deputy Name(s)
243 h	Deputy ID(s)
243 i	Vehicle ID
243 j	Mileage
243 k	Activity (Note: Activity information is a summary of activities that are populated based on assignment in CAD and corresponding information documented in call clearance)
244	The Solution's DDWS captures the following activity information during a unit's shift:
244 a	Incident Assignment History (e.g., listing of all activities a unit was assigned)
244 b	Incident Details (including: incident number, date/time, Clearance codes, narrative, incident type: CFS, OBS, etc.)
245	The Solution's DDWS captures a summary of arrest types during a unit's shift, including:
245 a	Felony: Male Adult
245 b	Felony: Female Adult
245 c	Felony: Male Juvenile.
245 d	Felony: Female Juvenile
245 e	Misdemeanor: Male Adult
245 f	Misdemeanor: Female Adult
245 g	Misdemeanor: Male Juvenile
245 h	Misdemeanor: Female Juvenile
246	The Solution's DDWS captures a summary of citations during a unit's shift.
247	The Solution's DDWS captures a summary of time allocated during a unit's shift, including: (Note: Time Allocated fields are populated based on information captured as part of call clearance and a unit's log-on information).
247 a	Total Shift Length
247 b	Time Spent on handling an incident
247 c	Time Spent on Report Writing
247 d	Time Spent on Patrol
247 e	Unallocated Time
247 f	Total Reports
248	The Solution allows Mobile Users to query and review their DDWS from the Mobile Computer.

Mobile Requirement

249	The Solution allows Mobile Users to modify the DDWS from the Mobile Computer (e.g., add additional Patrol time).
	Court Services Transportation (CST)
	Inmate Logging
250	The Solution allows Mobile Users to manually record information related to inmates picked up.
	Stop Location
251	The Solution designates transportation stop location codes (e.g., Pickup and Drop-off locations), including the following:
251 a	Stations
251 b	Jail Facilities
251 c	Juvenile Facilities
251 d	Miscellaneous Locations
251 e	Court Locations
251 f	County Hospitals
251 g	County Dialysis Centers
251 h	Department Defined
252	The Solution associates remarks with each stop location.
253	The Solution records drop-off/pick-up information related to each stop.

Acronyms

AAS	Automated Archive System
ANI/ALI	Automatic Number Identification/Automation Location Identifier
ASAP	Advanced Surveillance and Protection
ASCII	American Standard Code for Information Interchange
AVL	Automatic Vehicle Location
BOLO	Be On the Look Out
CAD	Computer Aided Dispatch
CDL	California Drivers License
CFS	Call-For-Service
CJIS	Criminal Justice Information Services
CLETS	California Law Enforcement Telecommunications System
CODE 3	Lights and Sirens
CST	Court Services Transportation
CSV	Comma-separated values
CW	County Wide
CWS	County Warrant System
DBA	Data Base Administrator
DDWS	Deputy Daily Worksheet
E9-1-1	Enhanced 911
EOB	Emergency Operations Bureau
GIS	Geographic Information System
GPS	Global Positioning System
FIPS	Federal Information Processing Standards
HP-UX	Hewlett Packard Unix
HTML	Hyper Text Markup Language
IAD	Informant Advised Delay
IT	Information Technology
JDIC	Justice Data Interface Controller
LARICS	Los Angeles Regional Interoperable Communication System
LASD	Los Angeles County Sheriff's Department
MAPI	Messaging Application Programming Interface
MDC	Mobile Digital Computer
MDM	MS Intune mobile device management
MS SQL	Microsoft Standard Query Language
MySQL	Open-source relational database management system - Structured Query Language
NCIC	National Crime Information Center
NCIC-III	National Crime Information Center - Interstate Identification Index
NIEM	Nation Information Exchange Model
NG9-1-1	Next Generation 911
OBS	Observation
ORI	
Number	Originating Agency Identification Number
PDF	Portable Document Format

Acronyms

PSAP	Public Safety Answering Points
RD	Reporting District
RMS	Records Management System
SCC	Sheriff's Communication Center
SD	Station Dispatcher
SMTP	Simple Mail Transfer Protocol
TST	Technical Services Transportation Bureau - Inmate transportation
UI	User Interface
URN	Uniform Reporting Number
XML	Extensible Markup Language

EXHIBIT C

SERVICE LEVEL AGREEMENT

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

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1.0 GENERAL

This Exhibit 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 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 CAD 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, or any component thereof, being inaccessible.

Incident: A circumstance or set of circumstances taken together, resulting in a failure to meet a Service level as required under 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.

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 Solution 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 in this Paragraph 3.0 (Maintenance Services).
- 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 in this Paragraph 3.0 (Maintenance Services).
- 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:
 - Software Preventive Maintenance including, but not limited to: OS tuning, database tuning/compacting, error log reviews, error log purging, and security Software reviews, etc.

3.3.1 Technology Refresh

At the conclusion of the fifth year of the Contract following Final Acceptance, and every five 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 CAD 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 [Refer to Task 15 (Solution Maintenance and Support and 24/7 Help Desk Support) of Attachment A.1 (SOW Outline)], the Technology Refresh will be procured, delivered, and installed by Contractor as Optional Work, payable by the County utilizing Pool Dollars pursuant to Paragraph 3.3.4 (Optional Work) of the Contract. The actual date for the Hardware upgrade will be as negotiated by the parties.

3.4 Application Software

- 3.4.1 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, to maintain compatibility with the Solution Requirements listed in Exhibit B to the Contract, 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.
- 3.4.2 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 twice 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.
- 3.4.3 The County may choose at its sole discretion not to 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. Contractor must provide the County with a clearly defined configuration management plan (e.g., version control and source code control processes).
- 3.4.4 Contractor’s provision and installation of Software Updates (as defined in Paragraph 2.1.56 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.
- 3.4.5 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 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 19 (Security) of the Contract.

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

3.5 Solution Interfaces

Contractor must maintain and update all Solution Interfaces to: a) remain compatible with all System Updates, as applicable, and (b) accommodate changes made to any interfaced external system which was outside the control of the County or Contractor.

3.6 Third-Party Software

- 3.6.1 As part of Maintenance Services, Contractor must provide Maintenance Services for all Third-Party Software included in all CAD Environments for the Solution, 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 listed in Exhibit B to the Contract 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.
- 3.6.2 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.
- 3.6.3 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 CAD Test Environment. The County will verify whether the updates were tested successfully. Upon the County's approval, Contractor must proceed with transitioning updates to all the CAD 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 severe issues arise.
- 3.6.4 Contractor must utilize industry-standard software configuration management tools for tracking and controlling changes in the Solution for all CAD environments.
- 3.6.5 All third-party security patches must be delivered and installed monthly or as available, as part of regular M&S, or sooner upon request from County Project Manager or the Department's data security office.

- 3.6.6 Contractor must provide all Third-Party Software Maintenance Services for both the primary and secondary data centers, monthly or as requested by the County, as part of regular M&S.
- 3.6.7 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 M&S obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.7 Additional Products

- 3.7.1 Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products 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/supporting Documentation at no additional cost.
- 3.7.2 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.

3.8 System Availability

Unless agreed-to otherwise 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 CAD Solution remains fully operational.

4.0 **SUPPORT SERVICES**

4.1 Scope of Support

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") must include responding to problems reported, and correcting Deficiencies as specified in this SLA. As part of its Support Services, Contractor must provide operational support for the Solution during Support Hours, which must include without limitation, the provision of a Contractor Customer Support desk to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5.0 (Correction of Deficiencies) below, to ensure that the Solution operates in accordance with the specifications, including the Solution Requirements listed in Exhibit B to the Contract, warranties and other requirements set forth in the Contract. Contractor's Customer Support desk must be accessible via telephone, email, and/or a Contractor-maintained web-based Customer Support portal.

4.2 Customer Support

4.2.1 Requests for Customer Support will be submitted only by authorized County technical support staff (County's 'help-desk'). All requests for Customer Support must be tracked and maintained by Contractor in the Customer Support portal, using an automated trouble ticketing system. Contractor must respond with a plan for resolving each Deficiency and respond to County Project Manager within the applicable required timeframe specified in Paragraph 5.2.1 (Problem Correction Priorities) below, depending on the Severity Level of the Deficiency.

Contractor's Customer Support responsibilities must also include, but not be limited to, the following:

- a. Providing the County's help-desk with access to Contractor's Customer Support via telephone, email, and/or a dedicated web-based Customer Support portal.
- b. Providing a telephone number for County staff to call at any time during Support Hours, managed by a live operator to quickly connect County staff with the appropriate Contractor Customer Support personnel.
- c. Access to Contractor's Customer Support via the web-based trouble-ticketing system or telephone. The trouble-ticketing system must provide the County with a simple method to submit, track and update issues. Authorized County help-desk personnel must be provided an account, and training on the use of the automated trouble ticketing system.
- d. Responding within the timeframes specified in Paragraph 5.2.1 (Problem Correction Priorities) below, depending on the Severity Level of the Deficiency.
- e. Working with County Project Manager and County's technical support staff to correct Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, and ensuring that all scheduled Downtime maintenance windows are clearly communicated by Contractor, and the requirements of this SLA are met.
- f. Informing the County at least two weeks in advance when the automated trouble ticketing system requires any scheduled Maintenance.
- g. Working with County Project Manager and County-authorized technical staff to correct Deficiencies.
- h. Informing County Project Manager and County's help-desk personnel of all pending Software Updates, including the scheduled timeframes for delivery to ensure 100% System Availability.
- i. Providing all Software Updates necessary to keep the Solution compliant with FBI's Criminal Justice Information Services (CJIS), and federal and state mandates.

- j. Maintaining all CAD Solution Documentation and computer-based training tools to align with all Software Upgrades and Updates delivered to the County, inclusive of all security Software, as applicable.
 - k. Triaging, diagnosing and resolving all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency with a workaround, the County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor must work with the County to ensure that each service ticket case is documented and diagnosed properly.
 - l. Tracking each Deficiency in Contractor's Customer Support ticketing system by, at minimum, the following:
 - i. Severity Level in accordance with the definitions specified in Paragraph 5.2.1 (Problem Correction Priorities) below,
 - ii. Date/time notified by the County,
 - iii. Name of Contractor's service technician(s) or engineer(s),
 - iv. Component and, if applicable, sub-component,
 - v. Tracking number,
 - vi. Description of problem including, if applicable, Solution Software version,
 - vii. Root cause of problem,
 - viii. Action(s) taken to resolve issue and/or to prevent recurrence,
 - ix. History of actions taken by Contractor and County personnel (including any communication), and
 - x. Date/time completed by Contractor and communicated to the County.
 - m. Monitoring the Solution for security breaches and reporting and coordinating resolution of any such security breaches with the County.
 - n. Installing all Software security patches no later than 30 Days from notification of the availability of such security patch(es) by either a Third-Party Software provider, or Department's data security staff.
- 4.2.2 During the M&S period, Contractor's Project Manager must meet with County Project Manager on a regularly scheduled basis, minimally monthly. Meetings may be conducted in person at a County-designated location, or via web-conferencing, as mutually agreed-upon in advance by the parties. Contractor must provide the County with meeting agendas and presentation materials reflecting the most recent and accurate M&S activity which, at minimum, includes:
- i. Service ticket activity from the prior month, including the age of each open service ticket,

- ii. Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve,
 - iii. Summary of Downtime, along with dates, times and location (if applicable),
- 4.2.3 Contractor must provide User and Technical refresher training when requested by the County, pursuant to the Project Control Document's Training Plan. The topics to be covered during the session will be determined by the County and planned accordingly with Contractor.
- 4.2.4 Contractor must provide Service Credits to the County for: a) its failure to meet the response timeframes, and/or b) its failure to meet the resolution timeframes to correct any Major Deficiency as specified in Paragraph 5.0 (Correction of Deficiencies) and more specifically in Paragraph 5.3 (Solution Availability Requirements) below.
- 4.2.5 Contractor must evaluate CAD Solution enhancement suggestions, whether initiated by the County or Contractor, using Contractor's trouble ticketing system. Contractor must conduct a preliminary evaluation of the proposed enhancement within 30 Days and update the ticket with that preliminary evaluation. Contractor must use this information for product enhancement planning.

4.3 Business Continuity Strategy (Disaster Recovery)

As part of Support Services, Contractor must provide Disaster Recovery Services, including modifications to the Business Continuity Strategy in the PCD 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. All requirements of the Contract, including those relating to, but not limited to, Disaster Recovery procedures, security, personnel due-diligence, and training, must be addressed in the Business Continuity Strategy.

Upon occurrence or declaration of a force majeure event, Contractor must provide the agreed-upon services outlined in the Business Continuity Strategy. Contractor will be subject to the following minimum Disaster Recovery requirements, which must be incorporated into the Business Continuity Strategy:

- 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 69 (Force Majeure) of the Contract], Contractor is 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.

5.0 CORRECTION OF DEFICIENCIES

5.1 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 must report the Deficiency to County Project Manager. Regardless of the Deficiency discovery source, 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 in accordance with the Severity Level definitions set forth in Paragraph 5.2.1 (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 5.2.3 (Severity Level Adjustment) of this SLA.

5.2 Resolution of Deficiencies

5.2.1 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 by 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 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
1 – Critical	<p>Major Deficiency: The System or any component of the System is down (Unscheduled Downtime) or is effectively non-responsive or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County Users are affected. A production business system is inoperable.</p> <p>Severity Level 1 renders the Solution or a component of the Solution inoperative or unusable, causes an ongoing interruption to the end User's activities, or causes an unrecoverable loss or corruption of data.</p>	<p><u>30 minutes</u></p> <p>Credits for each 30min block thereafter an 'Incident'</p> <p>31-60 incident 1 61-90 Incident 2, etc.</p> <p>*Each Incident is added to Downtime Credits.</p>	<p>Resolve Incident or formulate reasonable workaround within two consecutive hours.</p> <p>Downtime Credits double for each hour thereafter an 'Incident'.</p>
2 - Severe	<p>Major Deficiency: A component of the Solution is not performing in accordance with the specifications, creating significant County business impact, its core functionality is not available or one of the System Requirements is not met, as determined by the County. This Major Deficiency is considered "Unscheduled Downtime."</p>	<p>One hour</p> <p>Credits applied for each hour thereafter an 'Incident'</p> <p>04:01-5hrs Incident 1</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>
3 - Moderate	<p>A component of the Solution is not performing in accordance with the specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.</p>	<p>Six 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>
4 - Low	<p>This is a low impact problem and is not significant to operations or is cosmetic in nature as determined by the County.</p>	<p>Two Days</p> <p>Credits applied for each Business Day 8am-5pm thereafter an 'Incident'</p>	<p>Next Version Release, or 180 Days, unless otherwise agreed-to by County and Contractor.</p> <p>Credits for each Business Day 8am-5pm thereafter. Each Day an 'Incident'.</p>

5.2.2 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.

5.2.3 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 5.2.1 (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 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.

5.3 Solution Availability Requirements

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 further specified in this SLA and Exhibit B (Solution Requirements).

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 5.3, will be considered Solution Downtime, and will be subject to the Service Credits stated below.

5.4 Solution Availability and Credits

The Solution must be operational at 100% availability. Performance will be measured monthly. It is the responsibility of Contractor to present reports identifying compliance with this requirement. In the event Contractor fails to meet the availability requirements, Contractor must provide Service Credits to the County as follows:

SYSTEM AVAILABILITY (% OF SERVICE MONTH)	SERVICE RESPONSE/RESOLUTION AND/OR DOWNTIME RANGE / MONTH	SERVICE CREDITS (%OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH)
=> 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:

System Availability = (Total Monthly Hours required availability – Unscheduled Downtime) ÷ 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)

ATTACHMENT C.1

**COUNTY - INFORMATION SECURITY
AND PRIVACY REQUIREMENTS EXHIBIT**

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

ATTACHMENT C.1

COUNTY - INFORMATION SECURITY

AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and Contractor's commitment and agreement to fulfill each of their 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 Contract 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 the 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.
- 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.

ATTACHMENT C.1

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

ATTACHMENT C.1

COUNTY - INFORMATION SECURITY

AND PRIVACY REQUIREMENTS EXHIBIT

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 must 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.

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 must not be used by Contractor for any purpose other than as required under this Exhibit and the 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

ATTACHMENT C.1
COUNTY - INFORMATION SECURITY
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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 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 Exhibit and the Contract. Contractor must 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 18.0 (Confidentiality) 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 omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under the 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 must encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other

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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 must 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 must 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) must 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. RETURN OR 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 County's written request, or upon expiration or termination of the Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision (b) below of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, Contractor must return all hardware, if any, provided by the County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** Contractor must 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 must 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 must be sent to the designated County Project 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 the Contract, the County will return or destroy

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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 must 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 must 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 14 (Security and Privacy Incidents) below; 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) above, all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 (Storage and Transmission of County Information) above.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 (Storage and Transmission of County Information) above, 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) above, 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.

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

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

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- 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. 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 must record, review and act upon all events in accordance with Incident response policies set forth in Section 13 (Security and Privacy Incidents) below; and
- f. In the event any hardware, storage media, or removable media [as described in Section 8 (Storage and Transmission of County Information) above] 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) above.

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 24 hours of detection of the Incident. All notifications must 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 (CISO):

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

Departmental Information Security Officer (DISO):

Fransiscus X. Gunawan
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,

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- 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 has been confirmed to have been 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 must 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, 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 18 (Confidentiality) of the Contract, constitutes a material breach of the Contract and will be grounds for immediate termination of at the exclusive discretion of the County.

15. AUDIT AND INSPECTION

Refer to Paragraph 33.5 (Audit and Inspection, Information Security and Privacy Requirements) of the Contract.

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ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in the Contract, Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under the Contract.

- a. **Inventory:** Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under the 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 the Contract. 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 the Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of the Contract, Contractor must document their access control plan for Systems or Hardware covered under the Contract and provide such plan to the DISO who will consult with the County's 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 Sheriff's Department's 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 the Contract. If such vulnerabilities cannot be addressed, Contractor must provide a Risk assessment to the DISO who will consult with the CISO. The 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 the Contract, Contractor must encrypt all workstations, portable devices (e.g., mobile, 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 the Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the Sheriff's Department DISO.
- f. **Malware Protection:** Contractor must provide and maintain industry-standard endpoint antivirus and anti-malware protection on all Systems and Hardware as approved or required by the DISO who will consult with the 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.

ATTACHMENT C.2

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

ATTACHMENT C.2

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Attachment C.2 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 Attachment C.2 will constitute a material, non-curable breach of the Contract by Contractor, entitling the 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 Attachment C.2, capitalized terms will 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 Subcontractors 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), must 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 Attachment C.2, "**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 must be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobile, 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 must encrypt County's Confidential

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DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

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 must 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 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 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 approved by the County in writing. The foregoing requirements must 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 the 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 the County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and the County's Confidential Information must not be removed or altered in any way. The Hardware must 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 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 County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section must 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

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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 must 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 must include access control to limit user access to information and application system functions; and
- d. All systems must be monitored to detect deviation from access control policies and identify suspicious activity. Contractor must record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" will mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor must promptly notify (but in no event more than 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 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 must 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 and security tests 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. 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.

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11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon the County's request, Contractor must 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 of the Contract 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 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 12 months of operation and is produced annually,
 - (ii) The resulting detailed report is available to County, and
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit) above, during the Term of the 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 data center and 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 must 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.

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DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

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 County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (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 the County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under the Contract ("County Data"), 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 the 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. Any breach of this Section 13 (Confidentiality) will constitute a material breach of the Contract and be grounds for immediate termination of the Contract in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" will mean 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 must include, 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 the Contract and performance of the services, Contractor may be provided or obtain, from the County or otherwise, Personally Identifiable Information pertaining to the County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in the Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

ATTACHMENT C.2

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in the Contract, and in particular the Confidentiality provisions of the Contract, during the Term of the Contract and thereafter in perpetuity, Contractor must 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 the 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) the 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 must not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under the Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information to perform its duties under the Contract, Contractor must promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On the County's written request or upon expiration or termination of the Contract for any reason, Contractor must promptly: (a) return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of the Contract; and (c) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a) above, 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 the 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.

ATTACHMENT C.3

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

ATTACHMENT C.3
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 Paragraph 19.3 (Protection of Electronic County Information - Data Encryption) of the Contract by completing this Attachment C.3. By signing this Attachment C.3, 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	YES	NO	DOCUMENTATION AVAILABLE	
			YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Firm

Name of Authorized Representative Title

Signature Date

ATTACHMENT C.4

DEPARTMENTAL APPLICATION SECURITY REQUIREMENTS FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES

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ATTACHMENT C.4

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 (County). 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 must consistently be met throughout the Term 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:

Application Owner Name

Application Owner Signature

Departmental Information Security Officer (DISO) Name:

DISO Signature

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Secure Coding Standard		
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard		
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard		
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)		
3.3	Application login must be integrated with a central department and/or County authentication mechanism (e.g., AD)		
3.4	System encrypts passwords before transmission		
3.5	Ensure passwords are "hashed and salted" before storage		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
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)		
4.0	Authorization (Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges		
4.2	Users accessing resources hold valid credentials to do so, for example: <ul style="list-style-type: none"> • User interface (UI) only shows navigation to authorized functions • Server side authorization checks for every function • Server side checks do not solely rely on information provided by user 		
4.3	Role and permission metadata is protected from replay or tampering by using one of the following: <ul style="list-style-type: none"> • Tokens/tickets expires after a single use or after a brief period • Standard authorization/authentication protocol (e.g., SAML, OAuth) 		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
5.0	Configuration Management (Database and Application Configuration Security)		
5.1	Database Security: System restricts users from directly accessing the database		
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)		
5.3	Application/database connection credentials need to be encrypted in transit and in storage		
5.4	Application/database connection and service accounts must comply with least privilege principle (i.e., must not be database admin account)		
6.0	Data Security		
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., Board of Supervisors Policy No.5.200)		
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
7.0	Audit logging and reporting		
7.1	Application provides audit reports such as configuration, user accounts, roles, and privileges		
7.2	<p>Auditing and logging an event in the system must include, at a minimum:</p> <ul style="list-style-type: none"> • Successful and unsuccessful logons to application • Security Configuration changes (add users, delete users, change roles/group permissions, etc.) • Sensitive business transaction/functions (e.g., override approvals) • All logged information is handled securely and protected as per its data classification 		
7.3	<p>The event parameters logged must include:</p> <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event 		
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
8.0	Reference		
8.1	County Web Application Secure Coding Standards		
8.2	County Password Security Standard		
8.3	Database Security Standard		
8.4	County Windows Server Baseline Security Standard		

EXHIBIT D

PRICING SCHEDULE

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

EXHIBIT D
PRICING SCHEDULE (Page 1 of 5)
Statement of Work-Implementation (One-Time Fees)

Contractor:		Pulsiam				
Task #	Task Description	Deliverable Description	Quantity	Unit of Measure (UOM)	Unit Price	Cost * (Qty x Unit Price)
1	Project Plan and Management	Deliverable 1 – Project Control Document, Communications Plan, Risk Identification and Management Plan, Quality Control, Business Continuity Strategy, Technology Refresh Implementation Strategy	1104	hours	\$ 175.00	\$ 193,200.00
2	Ongoing Project Management **	Deliverable 2 – Meeting agendas, minutes, action plans, issue tracking log, risk management log	N/A	N/A	Included / Not Billable	\$0.00
3	Department Operations, Contractor's Review	Deliverable 3 – Analysis of LASD's Department business processes	1500	hours	\$ 175	\$262,500.00
4	Customization Design and Development Task	Deliverable 4 – Manage the design process for each agreed-upon System Customization and Interface. Including but not limited to review and Gap Analysis using various tools such as storyboards, mock-ups, narratives, or similar tools. The end result will include a final design document.	1500	hours	\$ 175.00	\$ 262,500.00
5	System Configuration	Deliverable 5 – Configure the CAD System and Mobile software at County Project's Managers direction to meet the needs of the County. Training and documentation will also be provided.	912	hours	\$ 125.00	\$ 114,000.00
6	System Reports, Design/Development	Deliverable 6 – Develop all CAD reports that are currently available via the County's RAPS application and provide related training and documentation.	1456	hours	\$ 175.00	\$ 254,800.00
7	Data Conversion and GIS Import	Deliverable 7 – Data conversion and the initial import of the County's CAD and Geographic Information System (GIS) data. The plan will be documented and discussed in advance of conversion.	500	hours	\$ 125.00	\$ 62,500.00
8	Testing	Deliverable 8 – Functional, Interface, Systems Integration, Performanace and Load along with Operational Readiness testing will be delivered as part of this task.	500	hours	\$ 100.00	\$ 50,000.00
9	Cloud Hosting Ordering and Installation (as applicable)	Deliverable 9 – Order and install all required Hardware (as applicable), subject to the County Project Manager's written authorization to proceed. Provide a follow-up report of completion documenting the results and accompanied by a final 'as-built' System architecture diagram. Install the CAD and Mobile Applications on end-User workstations, as applicable, and develop a Software distribution plan. Timeline for installation.	800	hours	\$ 125.00	\$ 100,000.00
10	Phase 1 Pilot (User Acceptance Test) and Go-	Deliverable 10, Part A - Decentralized	1536	hours	\$ 125.00	\$ 192,000.00
		Deliverable 10, Part B - Centralized	800	hours	\$ 125.00	\$ 100,000.00
11	Phase 2 Go-Live Part - A Centralized and	Deliverable 11, Part A - Decentralized	1536	hours	\$ 125.00	\$ 192,000.00
		Deliverable 11, Part B - Centralized	800	hours	\$ 125.00	\$ 100,000.00
12	Final Acceptance Part - A Centralized and	Deliverable 12, Part A - Decentralized	108	hours	\$ 125.00	\$ 13,500.00
		Deliverable 12, Part B - Centralized	108	hours	\$ 125.00	\$ 13,500.00
13	Documentation	Deliverable 13 – Configuration Documentation, Interface Documentation, System administration manuals, Application software tutorials, Data dictionaries, Database set-up and maintenance information, Entity relationship diagrams, Report creation and maintenance manuals, Ad hoc reporting manuals, System architecture Documentation, Helpdesk support and call escalation procedures, Disaster recovery manuals, Data conversion assessment and conversion plan, GIS assessment and import/maintenance instructions, Business continuity strategy, Training manuals (including Mobile, Desktop, Admin) and Go-live plan.	2760	hours	\$ 100.00	\$ 276,000.00
14	Training and User Documentation	Deliverable 14 – Pulsiam will provide training and associated documentation to the County personnel on the customized CAD Application. Pulsiam will, with input from the County, develop a training plan.	1008	hours	\$ 100.00	\$ 100,800.00
15	Solution Maintenance and Support and 24/7 Helpdesk Support ***	Deliverable 15 – Transition the project from implementation to support. Pulsiam will provide the County with a dedicated account manager and Helpdesk.	N/A	N/A	N/A	\$0.00
TOTAL						\$ 2,287,300.00
* Cost - there will be a 20% holdback on all, due upon Final Acceptance. ** Ongoing Project Management shall be included in this implementation engagement. *** Please refer to Page 3 (Maintenance and Support (M&S)) for all charges related to Task 15.						

EXHIBIT D

PRICING SCHEDULE (Page 2 of 5)

Software

Contractor:		Pulsiam				
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Unit Price	Cost * (Qty x Unit Price)
1	Software	SafetyNet One (Publisher/Subscriber)	1		\$ 9,980,482.64	\$ 9,980,482.64
2		Call Takers	154			\$ -
3		Dispatchers	106			\$ -
4		Supervisors	6			\$ -
5		Command Staff	200			\$ -
6		System Administrators	8			\$ -
7		GIS Specialists	70			\$ -
8		Mobile Users	2262			\$ -
11		ArcGIS Monitor (up to 4 core)	1		\$ 11,000.00	\$ 11,000.00
12		ArcGIS Monitor (additional cores)	3		\$ 550.00	\$ 1,650.00
13		ArcGIS Knowledge server (up to 4 core)	1		\$ 22,000.00	\$ 22,000.00
14		ArcGIS Knowledge server (additional cores)	3		\$ 5,500.00	\$ 16,500.00
15		ArcGIS Notebook server advanced (up to 4 core)	1		\$ 22,000.00	\$ 22,000.00
16		ArcGIS Notebook server advanced (additional cores)	3		\$ 5,500.00	\$ 16,500.00
TOTAL						\$ 10,070,132.64

EXHIBIT D
PRICING SCHEDULE (Page 3 of 5)
Maintenance & Support (M&S)

Contractor:		Pulsiam										
Line #	Category	Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	Software	SafetyNet One (Publisher/Subscriber)	\$ -	\$ 2,929,775.78	\$ 3,076,264.57	\$ 3,230,077.80	\$ 3,391,581.69	\$ 3,561,160.77	\$ 3,739,218.81	\$ 3,926,179.75	\$ 4,122,488.74	\$ 4,328,613.18
2		Call Takers	included in license									
3		Dispatchers	included in license									
4		Supervisors	included in license									
5		Command Staff	included in license									
6		System Administrators	included in license									
7		GIS Specialists	included in license									
8		Mobile Users	included in license									
9		Microsoft Unified Support	\$ 50,000.00	\$ 52,500.00	\$ 55,125.00	\$ 57,881.25	\$ 60,775.31	\$ 63,814.08	\$ 67,004.78	\$ 70,355.02	\$ 73,872.77	\$ 77,566.41
10		ArcGIS Monitor (up to 4 core)	included in license	\$ 2,750.00	\$ 2,887.50	\$ 3,031.88	\$ 3,183.47	\$ 3,342.64	\$ 3,509.77	\$ 3,685.26	\$ 3,869.53	\$ 4,063.00
11		ArcGIS Monitor (up to 4 core)	included in license	\$ 135.00	\$ 141.75	\$ 148.84	\$ 156.28	\$ 164.09	\$ 172.30	\$ 180.91	\$ 189.96	\$ 199.46
12		ArcGIS Knowledge server (up to 4 core)	included in license	\$ 5,500.00	\$ 5,775.00	\$ 6,063.75	\$ 6,366.94	\$ 6,685.28	\$ 7,019.55	\$ 7,370.53	\$ 7,739.05	\$ 8,126.00
13		ArcGIS Knowledge server (additional cores)	included in license	\$ 1,375.00	\$ 1,443.75	\$ 1,515.94	\$ 1,591.73	\$ 1,671.32	\$ 1,754.89	\$ 1,842.63	\$ 1,934.76	\$ 2,031.50
14		ArcGIS Notebook server advanced (up to 4 core)	included in license	\$ 5,500.00	\$ 5,775.00	\$ 6,063.75	\$ 6,366.94	\$ 6,685.28	\$ 7,019.55	\$ 7,370.53	\$ 7,739.05	\$ 8,126.00
15		ArcGIS Notebook server advanced (additional cores)	included in license	\$ 1,375.00	\$ 1,443.75	\$ 1,515.94	\$ 1,591.73	\$ 1,671.32	\$ 1,754.89	\$ 1,842.63	\$ 1,934.76	\$ 2,031.50
		Subtotal	\$ 50,000.00	\$ 2,998,910.78	\$ 3,148,856.32	\$ 3,306,299.13	\$ 3,471,614.09	\$ 3,645,194.80	\$ 3,827,454.54	\$ 4,018,827.26	\$ 4,219,768.63	\$ 4,430,757.06
16	Misc.	AWS Cloud (Production, Staging and Disaster Recovery) Annual Cost	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80	\$ 301,615.80
17		AWS Enterprise Support Annual Cost	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93	\$ 5,205.93
18		2x Dedicated AWS DX Using Las Vegas AWS Onramp 10G Dedicated DX from BEC Norwalk (Loop to Coresite LA1) 10G Megaport in Coresite LA1 (facing carrier circuit) 10G Megaport in Switch Las Vegas (facing AWS LOA) Cross Connect at Switch Las Vegas- Port to AWS LOA 10G VXC between the 2x Megaports	\$ 38,200.00	\$ 37,200.00	\$ 37,200.00	\$ 37,200.00	\$ 37,200.00	\$ 46,500.00	\$ 46,500.00	\$ 46,500.00	\$ 46,500.00	\$ 46,500.00
19		10G Dedicated DX from SCC (Loop to Switch Las Vegas) 10G Megaport in Switch Las Vegas (facing carrier circuit) 10G Megaport in Switch Las Vegas (facing AWS LOA) Cross Connect at Switch Las Vegas- Port to AWS LOA 10G VXC between the 2x Megaports	\$ 27,400.00	\$ 26,400.00	\$ 26,400.00	\$ 26,400.00	\$ 26,400.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00
			Subtotal	\$ 372,421.73	\$ 370,421.73	\$ 370,421.73	\$ 370,421.73	\$ 370,421.73	\$ 386,321.73	\$ 386,321.73	\$ 386,321.73	\$ 386,321.73
TOTAL			\$ 422,421.73	\$ 3,369,332.51	\$ 3,519,278.05	\$ 3,676,720.86	\$ 3,842,035.82	\$ 4,031,516.53	\$ 4,213,776.27	\$ 4,405,148.99	\$ 4,606,090.36	\$ 4,817,078.79
												GRAND TOTAL
												\$ 36,903,399.91

EXHIBIT D

PRICING SCHEDULE (Page 4 of 5)

Professional Services - Hourly Rates

Contractor:		Pulsiam				
Line #	Category	Years 1 and 2 Hourly Rate	Years 3 and 4 Hourly Rate	Years 5 and 6 Hourly Rate	Years 7 and 8 Hourly Rate	Years 9 and 10 Hourly Rate
1	Software Configuration	\$ 125.00	\$ 137.50	\$ 151.25	\$ 166.38	\$ 183.01
2	Software Development	\$ 175.00	\$ 192.50	\$ 211.75	\$ 232.93	\$ 256.22
3	Training Services	\$ 100.00	\$ 110.00	\$ 121.00	\$ 133.10	\$ 146.41
4	Technology Refresh (Year 6) Installation and Configuration Services - Fixed Hourly Rate:					\$ 150.00

EXHIBIT D

PRICING SCHEDULE (Page 5 of 5)

Total Cost

Contractor:		Pulsiam	
Line #	Category	Category Description	Cost From Other Worksheets
1	SOW Deliverables	Central Server Equipment, Network Communication, Browser-based Software	\$ 2,287,300.00
2	Software License(s) (Perpetual)		\$ 10,070,132.64
3	M&S (Software for 10 years)	M&S Fees - Including Hardware, Secondary Data Center, CAD Solution, FREN Software, Direct Network Communication Line, and SLA Service Provisions	\$ 36,903,399.91
CONTRACT SUM SUBTOTAL			\$ 49,260,832.55
Pool Dollars (20%)			\$ 9,852,166.51
MAXIMUM CONTRACT SUM TOTAL			\$ 59,112,999.06

This Exhibit D (Pricing Schedule) represents Contractor's fully burdened firm-fixed cost for Solution implementation and annual maintenance and other professional services.

Contractor asserts that the below signed person is authorized to bind Contractor to the Pricing represented herein.

Hitech Systems, Inc. DBA Pulsiam

Name of Firm

Henry P. Unger

President

Name/Title of Authorized Representative

Title



1/31/2025

Signature

Date

EXHIBIT E

CONTRIBUTION AND AGENT DECLARATION FORM

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Hitech Systems, Inc. dba Pulsiam

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

Not applicable

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

Not applicable

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Henry P. Unger, President

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

None

b) Subsidiaries:

None

c) Related Business Entities:

Pulsiam S.A. de C.V.

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Henry P. Unger

- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

None

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

None

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

None

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

Not applicable

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

No.

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are no additional pages attached to this Contribution Declaration Form.


COMPANY BIDDERS OR APPLICANTS

I, Henry P. Unger (Authorized Representative), on behalf of Hitech Systems, Inc.(Declarant Company), at which I am employed as President (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree

to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.


Signature

January 7, 2025
Date

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, , declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

text.

Signature

Click or tap here to enter

Date

EXHIBIT F1

COUNTY'S ADMINISTRATION

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: David C. Sum

Title: Captain

Address: 12440 E. Imperial Hwy, Norwalk, Ca 90650

Telephone: (562) 345-4314

E-Mail Address: dcsum@lasd.org

COUNTY PROJECT MANAGER:

Name: Marshall R. Yelverton

Title: Lieutenant

Address: 1277 N. Eastern Avenue, Los Angeles, Ca 90063

Telephone: (323) 881-8002

E-Mail Address: mryelver@lasd.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Alesia W. Fuller

Title: Administrative Services Manager I

Address: 211 W. Temple Street, 6th floor, Los Angeles, Ca 90012

Telephone: (213) 229-3254

E-Mail Address: awfuller@lasd.org

EXHIBIT F2

CONTRACTOR'S ADMINISTRATION FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Hitech Systems Inc. dba Pulsiam

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Holly Blanks

Title: Director

Address: 16030 Ventura Blvd., Suite 250, Los Angeles, CA 91436

Telephone: (310) 691-8126

E-Mail Address: hblanks@pulsiam.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Henry P. Unger

Title: President

Address: 16030 Ventura Blvd., Suite 250, Los Angeles, CA 91436

Telephone: (310) 282-9919

E-Mail Address: hunger@pulsiam.com

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Henry P. Unger

Title: President

Address: 16030 Ventura Blvd., Suite 250, Los Angeles, CA 91436

Telephone: (310) 282-9919

E-Mail Address: hunger@pulsiam.com

EXHIBITS G1, G2, and G3

**ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(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 _____ Contract No. _____

GENERAL INFORMATION:

Contractor referenced above has entered into a contract with the County of Los Angeles (County) 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 Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide Services in the above referenced Contract 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 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 by virtue of Contractor's staff 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 pursuant to any agreement between any person or entity and the County.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with Work pertaining to Services provided by the County 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. 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. 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 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 ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to Contractor's staff during employment, Contractor and Contractor's Staff will keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this Agreement by Contractor, 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 may seek all possible legal redress.

Signature: _____ Date: ____/____/____

Printed Name: _____

Title of its Authorized Representative: _____

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

Page 1 of 2

(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 _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles (County) 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 Contractor 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 for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County 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 pursuant to any agreement between any person or entity and the County.

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

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

Page 2 of 2

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 will 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.

Signature: _____

Date: ____/____/____

Printed Name: _____

Title of its Authorized Representative: _____

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

Page 1 of 2

(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 _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

Contractor referenced above has entered into a contract with the County of Los Angeles (County) 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 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 for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County 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 pursuant to any agreement between any person or entity and the County.

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

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

Page 2 of 2

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 will 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.

Signature: _____

Date: ____/____/____

Printed Name: _____

Title of its Authorized Representative: _____

EXHIBIT H

JURY SERVICE ORDINANCE

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions will be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter will apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter will also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, will be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.040 Contractor Jury Service Policy.

A Contractor must have and adhere to a written policy that provides that its employees will 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer will be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and will issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, Contractor must certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002).

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002).

2.203.070. Exceptions.

- A. Other Laws. This chapter must not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter will be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter will not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002).

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

EXHIBIT I

SAFELY SURRENDERED BABY LAW

FOR

COMPUTER-AIDED DISPATCH (CAD) SERVICES

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

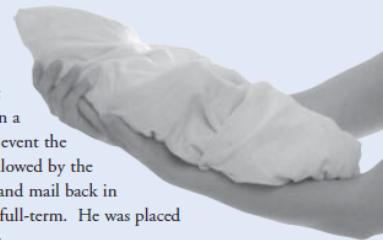
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

CONTRACT DISCREPANCY REPORT FOR COMPUTER-AIDED DISPATCH (CAD) SERVICES

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: _____

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/30/2025	
BOARD MEETING DATE	5/20/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff	
SUBJECT	Approve a Contract with Keefe Commissary Network, LLC (Keefe) for Inmate Commissary and Vending Services	
PROGRAM	Inmate Commissary and Vending Services (Services)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current Agreements with Keefe Commissary Network, LLC. and First Class Vending, Incorporated, are set to expire on August 27, 2025.	
COST & FUNDING	Total cost: \$ (no cost)	Funding source:
	TERMS (if applicable): Six year base term plus 4 one-year option terms.	
	Explanation: Zero-net-cost to County as proposed Contract is revenue-sharing. The Department will collect 39% of the gross revenue from commissary and vending sales.	
PURPOSE OF REQUEST	Approval of proposed Contract for Inmate Commissary Services with Keefe to provide Services to incarcerated persons within County Facilities.	
BACKGROUND (include internal/external issues that may exist including any related motions)	No issues or concerns	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Lt. Alan Liu, Project Director, (323) 526-5333, ayliu@lasd.org Sgt. Danny Walls, Project Manager, (323) 526-5321, djwalls@lasd.org Alex Madera, Assistant Director, (213) 229-3259, amadera@lasd.org 	

May 20, 2025

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 A CONTRACT WITH KEEFE COMMISSARY NETWORK,
LLC FOR INMATE COMMISSARY AND VENDING SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract (Contract) with Keefe Commissary Network, LLC (Keefe) for inmate commissary and vending services (Services) for persons incarcerated in County jails.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Contract with Keefe for a Contract term commencing upon such execution and continuing for an initial term of six years with four additional one-year periods, at the sole discretion of the County.
2. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Notices to the Contract, as set forth throughout the Contract to: (1) effectuate modifications, which do not materially affect any term of the Contract; (2) exercise the option periods, if in the best interest of the County; (3) add new or revised standard County contract provisions adopted by the Board, as required

periodically; (4) effectuate the assignment and delegation/mergers or acquisitions provision; and (5) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 18, 2021, the Board adopted a motion requesting further information from the Department to ensure that the Board proceeds with the most appropriate option to assist those in custody within County jails and their loved ones. In response to the motion, the Department has worked diligently to negotiate a contract which best aligns with the Board's priority to ensure that commissary and vending items are made available at-cost to the incarcerated population. Pricing for all commissary and vending products sold under the proposed Contract will be determined as follows:

- Except for specialty products requiring a letter from the manufacturer/supplier, Keefe will be required to ensure that pricing for all commissary and vending products is equal to or lower than the average retail pricing from three local retailers located within the County. For purposes of the contract, "local retailers" is defined as full-service grocery stores, retail stores, department stores and wholesaler stores, subject to the County's approval, located within the County. Price comparisons from gas stations, mini-marts, and convenience stores will not be accepted.
- Additionally, Keefe will provide the County a two percent discount on all commissary and vending products. Keefe's discounted price percentage will be applied to the average retail pricing from three local retailers or pricing from manufacturer/supplier (as applicable).

Approval of the recommended actions will allow the Department to establish a new Contract for Services that provides incarcerated persons with an opportunity to purchase a variety of commissary and vending goods from an independent contractor. The Services generate revenue that is deposited into the Inmate Welfare Fund (IWF) and spent on inmate educational programs, vocational training, and other services.

Implementation of Strategic Plan Goals

The Services provided under the proposed Contract support the County's Strategic Plan, North Star 2, Focus Area B: Care First, Jails Last, Strategy II: Systems of Care and Support: Reduce the incarcerated population, depopulate and close Men's Central Jail, and expand the system of care and support in L.A. County to provide improved

resources to better meet the needs of justice-involved individuals. The Contract will

allow the Department to continue providing commissary items to persons incarcerated in County jails.

FISCAL IMPACT/FINANCING

The proposed Contract will be at zero-net-cost to the County, as the Contract is revenue-sharing.

The Department will collect 39 percent of the gross revenue from commissary and vending sales, all of which will be deposited into the Department's IWF. The IWF directly finances various educational, rehabilitative, and recreational programs for incarcerated persons.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department currently contracts for inmate commissary services with Keefe under Agreement Number 76191 (Agreement 76191), and vending services with First Class Vending Inc. under Agreement Number 77438 (Agreement 77438). The current Agreements for Services expire on August 27, 2025.

The Agreement 76191 will be terminated for convenience upon execution of the proposed Contract. To avoid a lapse in vending services, Agreement 77438 will continue while Keefe completes the phased installation of its replacement vending machines. Upon the Department's verification of Keefe's successful installation, Agreement 77438 will be terminated for convenience with 30 calendar days' written notice.

Keefe has affirmed its compliance with all Board and County Chief Executive Office requirements including the following County-required provisions: Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Programs, Zero Tolerance Human Trafficking Policy, Fair Chance Employment Hiring Practices, Policy of Equity, and Campaign Contribution Prohibition.

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

CONTRACTING PROCESS

On January 11, 2024, the Department issued a Request for Proposals (RFP) for a combined Services contract, with a closing date of May 10, 2024. Three potential proposers attended the Department's mandatory proposer's conference held on March 26, 2024. Keefe was the only proposer who submitted a proposal in response to

The Honorable Board of Supervisors
May 20, 2025
Page 4

the RFP. Keefe met the minimum mandatory requirements and was determined to be responsive and responsible.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Contract will ensure the most efficient continuation of Services to persons incarcerated in County jails.

CONCLUSION

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

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:SL:sl
(Fiscal Administration Bureau–Contracts Unit)

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
Timothy J. Kral, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Gerardo J. Pinedo, Assistant Sheriff, CFAO
Sergio V. Escobedo, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Margarita Velazquez, Chief, Custody Services Division Specialized Programs
Richard F. Martinez, Assistant Division Director, ASD
Tania E. Plunkett, Commander, Custody Services Division Specialized Programs
David E. Culver, Bureau Director, Financial Programs Bureau
Tracey Jue, Director, Fiscal Administration Bureau (FAB), ASD
Alan Y. Liu, Acting Captain, Inmate Services Bureau (ISB)
Oscar R. Butao, Lieutenant, ASD
Alex Madera, Assistant Director, FAB, Contracts Unit (CU)
Erica M. Nunes, Sergeant, ASD
Danny J. Walls, Sergeant, ISB
Kristine D. Corrales, Deputy, ASD
Tony Liu, ASM II, FAB, CU
Steve Lopez, ASM I, FAB, CU
Chrono File
(Contracts – Inmate Commissary Vending Services 05-20-25)

STATEMENT OF WORK

ATTACHMENTS

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ATTACHMENT A

CONTRACT DISCREPANCY REPORT

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

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

DRAFT

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	SERVICE CREDITS TO BE ASSESSED
Contract: Paragraph 7.0 – Administration of Contract – Contractor	Contractor must notify the County in writing of any change in name or address of Contractor Project Director and/or Manager.	Inspection & Observation	\$50 per occurrence
Contract: Paragraph 7.2.3 – Regular Management Meetings	Contractor Project Director and/or Contractor Project Manager must attend regularly scheduled management meetings, including bi-monthly vendor forum meetings. Contractor must present a monthly overview of commissary and vending sales, trends, and contemporary commissary and vending issues. Contractor Project Director and/or Contractor Project Manager may also be required to attend other meetings with County Project Director, at the request of the County.	Attendance	\$50 per occurrence
Contract: Paragraph 8.38 - Record Retention and Inspection-Audit Settlement	Contractor must maintain all required documents as specified in Paragraph 8.38.	Inspection of files	\$50 per occurrence
Contract: Paragraph 8.40 - Subcontracting	Contractor must obtain the County's written approval prior to subcontracting any Work.	Inspection and Observation	\$100 per occurrence; possible termination for default of Contract.

Exhibit A (SOW): Paragraph 4.1.5 – Out-of-Stock Products	<p>Contractor must immediately notify County Project Manager if a product is out of stock for more than five Business Days. For each out-of-stock product, Contractor must provide County Project Director with the following information:</p> <ul style="list-style-type: none"> • Product number, • Product description, • Reason product is out of stock, and • Anticipated product availability date. 	Inspection of Monthly reports	<p>\$100 per day for each report received after five Business Days from the delivery date.</p> <p>The County may impose penalty amount equal to the commission lost for the sales of the undelivered item 15 Days after Contractor's inability to replace the menu item ordered.</p>
Exhibit A (SOW): Paragraph 5.0 – Reporting Requirements for Commissary and Vending	The frequency of reports listed in this Paragraph 5.0 is subject to change based upon the needs of the Department. County Project Director will notify Contractor in writing when such change is required. Contractor must submit reports in a form and format as directed by County Project Director. The Department may, from time-to-time request additional reports, which may include, but are not limited to, comparison reports.	Inspection of the weekly, monthly, and annual reports and logs	\$25 per Day for each report received late, unless prior approval of the late delivery was obtained from County Project Director.
Exhibit A (SOW): Paragraph 8.2.5	Contractor must provide a monthly report, listing all complaints and concerns received by Contractor. Monthly report is due on the first Wednesday of the second month following the Contract's Effective Date, for concerns reported the first month of the Contract; and monthly thereafter.	Inspection of Monthly reports and service request logs	\$100 per day for each report received late, unless prior approval of the late delivery was obtained from County Project Director.

Exhibit A (SOW): Paragraph 8.3 – Quality Assurance Plan	Contractor Project Manager must attend a scheduled yearly meeting.	Inspection of management meeting records/reports	\$500 for each failure to attend such meeting, unless prior approval for non-compliance by Contractor was obtained from County Project Director.
Exhibit A (SOW): Paragraph 8.3.2 – Monthly Title XV Meeting	Contractor is required to attend a scheduled monthly Title XV meeting. Contractor must present, at the Title XV meetings, a monthly overview of commissary and vending sales, trends and issues, which shall include but not be limited to, sales spikes, billing, inmate complaints, machine maintenance, theft, security concerns, involving vending machines, and any other problems being realized by the County or Contractor.	Attendance	\$50.00 per occurrence
Exhibit A (SOW) – Paragraph 9.5	Contractor must immediately remove any products requested by the County, which the County determines to be inappropriate or a safety or health risk.	Inspection of vending machines and Commissary and Vending Menus and Price Lists	\$100 per occurrence

Exhibit A (SOW) – Paragraph 10.6.3	Contractor must add or delete specific product requested by the County within 72 hours of such request.	Inspection of vending machines and Commissary and Vending Menus and Price Lists	\$100 per occurrence
Exhibit A (SOW) – Paragraph 9.6	All Contractor’s commissar products must have an expiration or “sell by” date of at least seven Days after the delivery date.	Inspection of merchandise in Commissary Menu and vending machines	\$100 per occurrence
Exhibit A (SOW) – 10.5.7	Contractor must pro-actively remove any product found to be past the expiration date and replace it immediately, or within 24-hours after request by County Project Director. Contractor must ensure that expiration or “use-by” dates are not tampered with in any way. If any tampering of expiration or “use-by” dates is discovered, the County will assess liquidated damages as further described in this Attachment B the SOW.	Inspection of merchandise in Commissary Menu and vending machines	\$100 per occurrence

Exhibit A (SOW) – Paragraph 10.5.4	All food products stocked for resale by Contractor must be first-class in quality and comprised of highly recognizable name brands available to the public as further described in Paragraph 10.6 (Vending Menu), and Attachment F.5 (Vending Menu) of the SOW; and must conform to federal, state and County food (health) laws, ordinances, and regulations in all respects. The County will determine, in its sole discretion, which products may be available for sale. County Project Director will notify Contractor in writing of any changes or restrictions.	Inspection of items in Vending Menu.	\$50 for each brand found in vending machines that was not an approved brand.
Exhibit A (SOW): Paragraph 10.9 – Vending Maintenance Requirements	Repairs or replacements must be completed within one Business Day following written notification by County Project Director of a defective Vending Machine. In circumstances outside Contractor's control (e.g., natural disasters, riots, and significant road closures), repairs or replacements must be completed within two Business Days of written approval by County Project Director.	Inspection of the service request logs and reports	\$300 per Day, for failure to comply, unless prior approval for the non-compliance is obtained from County Project Director.

ATTACHMENT C.1

VENDING EQUIPMENT LIST BY FACILITY

DRAFT

VENDING EQUIPMENT LIST BY FACILITY

Facility	Direct Debit Vending Combo - Snack and Soda Machines	Direct Debit Vending Snack	Total
Twin Towers	38	1	39
Men Central Jail	48		48
Century Detention Facility	32		32
Pitchess Detention Center North	32		32
Pitchess Detention Center South	15		15
Pitchess Detention Center East	8		8
North County Correctional Facility	31		31
Total Vending machines	204	1	205

* Subject to Change during term of contract

DRAFT

ATTACHMENT C.2

VENDING MACHINE DIMENSIONS

DRAFT

VENDING MACHINE DIMENSIONS

Dimensions provided is the amount available for machine(s)

CENTURY REGIONAL DETENTION FACILITY

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
East – 1300	2	Combo – Soda/Snack	72"	39"	35"
East – 2100	2	Combo – Soda/Snack	72"	39"	35"
East – 3100	2	Combo – Soda/Snack	72"	39"	35"
East – 3200	2	Combo – Soda/Snack	72"	39"	35"
East – 3300	2	Combo – Soda/Snack	72"	39"	35"
East – 3400	2	Combo – Soda/Snack	72"	39"	35"
West - 1701	2	Combo – Soda/Snack	72"	39"	35"
West - 1702	2	Combo – Soda/Snack	72"	39"	35"
West - 2500	2	Combo – Soda/Snack	72"	39"	35"
West - 2600	2	Combo – Soda/Snack	72"	39"	35"
West - 2700	2	Combo – Soda/Snack	72"	39"	35"
West – 2800	2	Combo – Soda/Snack	72"	39"	35"
West – 3500	2	Combo – Soda/Snack	72"	39"	35"
West – 3600	2	Combo – Soda/Snack	72"	39"	35"
West – 3700	2	Combo – Soda/Snack	72"	39"	35"
West - 3800	2	Combo – Soda/Snack	72"	39"	35"
	32				

MEN'S CENTRAL JAIL

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
Floor 3 – Section 3200/3400 - Room 3201	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2200/2400 - Room 2201A	2	Combo – Soda/Snack	72"	39"	35"
Floor 3 – Section 3100/3300 - Room 3101	2	Combo – Soda/Snack	72"	39"	35"
Floor 3 – Section 3500/3700 - Room 3701	2	Combo – Soda/Snack	72"	39"	35"
Floor 3 – Section 3600/3800 - Room 3801	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2100/2300 - Room 2101	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2900 - Room 2900	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2500/2700 - Room 2700	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2600/2800 - Room 2601	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 1700 - Room 1750	1	Combo – Soda/Snack	72"	39"	35"
HOSP – Section 6000 - Room 6023	2	Combo – Soda/Snack	72"	39"	35"
HOSP – Section 7000 - Room 7029	2	Combo – Soda/Snack	72"	39"	35"
HOSP – Section 8000 - Room 8200/8122	2	Combo – Soda/Snack	72"	39"	35"
HOSP – Section 8000 - Room 8100	2	Combo – Soda/Snack	72"	39"	35"
4000 – Section 4700 - Room 9	2	Combo – Soda/Snack	72"	39"	35"
5000 – Section 5000 - Room 8	3	Combo – Soda/Snack	72"	39"	35"

5000 – Section 5000 - Room 5100	2	Combo – Soda/Snack	72"	39"	35"
5000 – Section 5000 - Room 5200	2	Combo – Soda/Snack	72"	39"	35"
5000 – Section 5000 - Room 5300	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9500 - Room 4116	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9300 - Room 9300	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9100 - Room 9100	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9200 - Room 9200	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9400 - Room 9400	2	Combo – Soda/Snack	72"	39"	35"
	48				

NORTH COUNTY CORRECTIONAL FACILITY

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
Section 500 – Room 511	1	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 519	1	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 509A	3	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 552	2	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 523	1	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 524	1	Combo – Soda/Snack	72"	39"	35"
Section 600 – Room 609A	3	Combo – Soda/Snack	72"	39"	35"
Section 600 – Room 652	3	Combo – Soda/Snack	72"	39"	35"
Section 700 – Room 709A	3	Combo – Soda/Snack	72"	39"	35"
Section 700 – Room 752	3	Combo – Soda/Snack	72"	39"	35"
Section 800 – Room 809A	3	Combo – Soda/Snack	72"	39"	35"
Section 800 – Room 852	3	Combo – Soda/Snack	72"	39"	35"
Section 900 – Room 915	2	Combo – Soda/Snack	72"	39"	35"
Section 900 – Room 920	2	Combo – Soda/Snack	72"	39"	35"
	31				

PITCHESS DETENTION CENTER NORTH FACILITY

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
A-1	2	Combo – Soda/Snack	72"	39"	35"
A-2	2	Combo – Soda/Snack	72"	39"	35"
A-3	2	Combo – Soda/Snack	72"	39"	35"
A-4	2	Combo – Soda/Snack	72"	39"	35"
B-1	2	Combo – Soda/Snack	72"	39"	35"
B-2	2	Combo – Soda/Snack	72"	39"	35"
B-3	2	Combo – Soda/Snack	72"	39"	35"
B-4	2	Combo – Soda/Snack	72"	39"	35"
C-1	2	Combo – Soda/Snack	72"	39"	35"
C-2	2	Combo – Soda/Snack	72"	39"	35"
C-3	2	Combo – Soda/Snack	72"	39"	35"
C-4	2	Combo – Soda/Snack	72"	39"	35"
D-1	2	Combo – Soda/Snack	72"	39"	35"
D-2	2	Combo – Soda/Snack	72"	39"	35"
D-3	2	Combo – Soda/Snack	72"	39"	35"
D-4	2	Combo – Soda/Snack	72"	39"	35"
	32				

PITCHESS DETENTION CENTER EAST FACILITY

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
Fire Camp – 319	2	Combo – Soda/Snack	72"	39"	35"
Fire Camp – 321	2	Combo – Soda/Snack	72"	39"	35"
Fire Camp – 322	2	Combo – Soda/Snack	72"	39"	35"
Fire Camp – 323	2	Combo – Soda/Snack	72"	39"	35"
	8				

PITCHESS DETENTION CENTER SOUTH FACILITY

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
ADAM – Barrack 31	1	Combo – Soda/Snack	72"	39"	35"
ADAM – Barrack 33	1	Combo – Soda/Snack	72"	39"	35"
BOY – Barrack 35	3	Combo – Soda/Snack	72"	39"	35"
EDDIE – Barrack 37	1	Combo – Soda/Snack	72"	39"	35"
EDDIE – Barrack 39	1	Combo – Soda/Snack	72"	39"	35"
HENRY – Barrack 43	1	Combo – Soda/Snack	72"	39"	35"
HENRY – Barrack 44	1	Combo – Soda/Snack	72"	39"	35"
HENRY – Barrack 45	1	Combo – Soda/Snack	72"	39"	35"
KING – Barrack 46	1	Combo – Soda/Snack	72"	39"	35"
KING – Barrack 47	1	Combo – Soda/Snack	72"	39"	35"
KING – Barrack 48	1	Combo – Soda/Snack	72"	39"	35"
MARY – Barrack 51	2	Combo – Soda/Snack	72"	39"	35"
	15				

TWIN TOWERS CORRECTIONAL FACILITY

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
T131 – ABC	3	Combo – Soda/Snack	72"	39"	35"
T131 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T132 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T132 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T141 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T141 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T142 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T151 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T161 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T211	1	Combo – Soda/Snack	72"	39"	35"
T232 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T232 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T242 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T261 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T261 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T271 – ABC	3	Combo – Soda/Snack	72"	39"	35"
T271 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T272 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T272 – DEF	2	Combo – Soda/Snack	72"	39"	35"
	39				

ATTACHMENT C.3

VENDING MACHINE PHASED INSTALLATION PLAN

VENDING MACHINE PHASED INSTALLATION PLAN

Site Order for Installation:

- 1 – CRDF
- 2 – Twin Towers
- 3 – Pitches
- 4 – NCCF
- 5 – MenCJ

Dependencies:

- Contract Signed and received by Projects Team
- Cloud DEV work completed
- AC DEV work completed
- Background checks clearing for approval
- Shipping – both internationally and domestically
 - o Product availability from vendors
 - o The boards for both the vending machines as well as the in hands are made overseas
 - o Vending product availability to fill machines
- Inmate compliance
- Staff/County Availability
- Natural disasters
- Weather
- Holidays
- Access Corrections startup paperwork completion/approval
- AC Secure Deposits/Secure Release back-end completion
- Numi new customer startup
- WorldNet availability
- Circuit installation and turn up with provider
- **Facility/County IT Is Providing Network Infrastructure – We will need full cooperation and attention for network set up**
- Wiring availability/completion
- Menu/planogram approvals
- VMS site creation

Week by Week Breakdown:

Week 1 -

Signed Contract Received by Projects Team

Week 2 -

Order Vending Equipment

Order Hand Wand Scanners

Order Networking Equipment - Firewalls/Switches

Coordinate WorldNet for Circuit Target Dates

Background Checks Submitted (Keefe and Staley)

Week 7 -

Background Checks Approved for Entry

New Customer Start Up Paperwork Approved

Week 12 -

Site 1 Wiring (CRDF Week 1/5)

Week 13 -

Site 1 Wiring (CRDF Week 2/5)

Week 14 -

Site 1 Wiring (CRDF Week 3/5)

Week 15 -

Site 1 Wiring (CRDF Week 4/5)

Week 16 -

Site 1 Wiring (CRDF Week 5/5)

Week 17 -

Site 2 Wiring (Twin Towers Week 1/6)

Week 18 -

Site 2 Wiring (Twin Towers Week 2/6)

Week 19 -

Site 2 Wiring (Twin Towers Week 3/6)

Week 20 -

Site 2 Wiring (Twin Towers Week 4/6)

Week 21 -

Buffer Week for Holiday

Week 22 -

Site 2 Wiring (Twin Towers Week 5/6)

Vending Configurations Kick Off (Week 1-16)

Week 23 -

Site 2 Wiring (Twin Towers Week 6/6)

Vending Configurations Progression (Week 2/16)

Week 24 -

Site 3 Wiring (Pitches Week 1/8)

Vending Configurations Progression (Week 3/16)

Week 25 -

Site 3 Wiring (Pitches Week 2/8)

Vending Configurations Progression (Week 4/16)

Week 26 -

Buffer Week for Holiday

Week 27 –

Site 3 Wiring (Pitches Week 3/8)

Vending Configurations Progression (Week 5/16)

Site 1 - CRDF Circuit Survey

Week 28 -

Site 3 Wiring (Pitches Week 4/8)

Vending Configurations Progression (Week 6/16)

Site 1 - CRDF Circuit Install

Week 29 -

Site 3 Wiring (Pitches Week 5/8)

Vending Configurations Progression (Week 7/16)

Site 2 - Twin Towers Circuit Survey

Week 30 -

Site 3 Wiring (Pitches Week 6/8)

Vending Configurations Progression (Week 8/16)

Site 2 - Twin Towers Circuit Install

Week 31 -

Site 3 Wiring (Pitches Week 7/8)

Vending Configurations Progression (Week 9/16)

Site 3 - Pitches Circuit Survey

Vending Menu / Planogram Approval Received

Week 32 -

Site 3 Wiring (Pitches Week 8/8)

Vending Configurations Progression (Week 10/16)

Site 3 - Pitches Circuit Install

Week 33 -

Site 4 Wiring (NCCF Week 1/5)

Vending Configurations Progression (Week 11/16)

Site 4 - NCCF Circuit Survey

Week 34 -

Site 4 Wiring (NCCF Week 2/5)

Vending Configurations Progression (Week 12/16)

Site 4 - NCCF Circuit Install

Week 35 -

Buffer Week for Holiday

Week 36 -

Site 4 Wiring (NCCF Week 3/8)

Site 1 - CRDF Vending Machine Delivery (4 Days)

Site 1 Vending Install (CRDF - Week 1/1)

Vending Configuration Progression (Week 13/16)

Site 5 - MenCJ Circuit Survey

Week 37 -

Site 4 Wiring (NCCF Week 4/5)

Site 2 - Twin Towers Vending Machine Delivery (4 Days)

Site 2 Vending Install (Twin Towers - Week 1/2)

Vending Configuration Progression (Week 14/16)

Site 5 - MenCJ Circuit Install

Week 38 -

Site 4 Wiring (NCCF Week 5/8)

Site 2 Vending Install Twin Towers - Week 2/2)

Vending Configuration Progression (Week 15/16)

Week 39 -

Site 5 Wiring (MenCJ Week 1/8)

Site 3 - Pitches Vending Machine Delivery (Week 1/2 [5 Days])

Site 3 Vending Install (Pitches - Week 1/2)

Vending Configuration Progression (Week 16/16)

Week 40 -

Site 5 Wiring (MenCJ Week 2/8)

Site 3 - Pitches Vending Machine Delivery (Week 2/2 [1 Day])

Site 3 Vending Install (Pitches - Week 2/2)

Week 41 -

Site 5 Wiring (MenCJ Week 3/8)

Site 4 - NCCF Vending Machine Delivery (4 Days)

Site 4 Vending Install (NCCF - Week 1/1)

Week 42 -

Site 5 Wiring (MenCJ Week 4/8)

Week 43 -

Site 5 Wiring (MenCJ Week 5/8)

Week 44 -

Site 5 Wiring (MenCJ Week 6/8)

Week 45 -

Site 5 Wiring (MenCJ Week 7/8)

Week 46 -

Site 5 Wiring (MenCJ Week 8/8)

Week 47 -

Buffer Week for Holiday

Week 48 -

Site 5 - MenCJ Vending Machine Delivery (5 days)

Site 5 Vending Install (MenCJ - Week 1/2)

Week 49 -

Site 5 Vending Install (MenCJ - Week 2/2)

Week 50 -

Total Project Completion Hypercare / Service Desk Hand Off (Week 1/1)

Week 51 -

Buffer Week for Holiday

Week 52 -

Buffer Week for Holiday

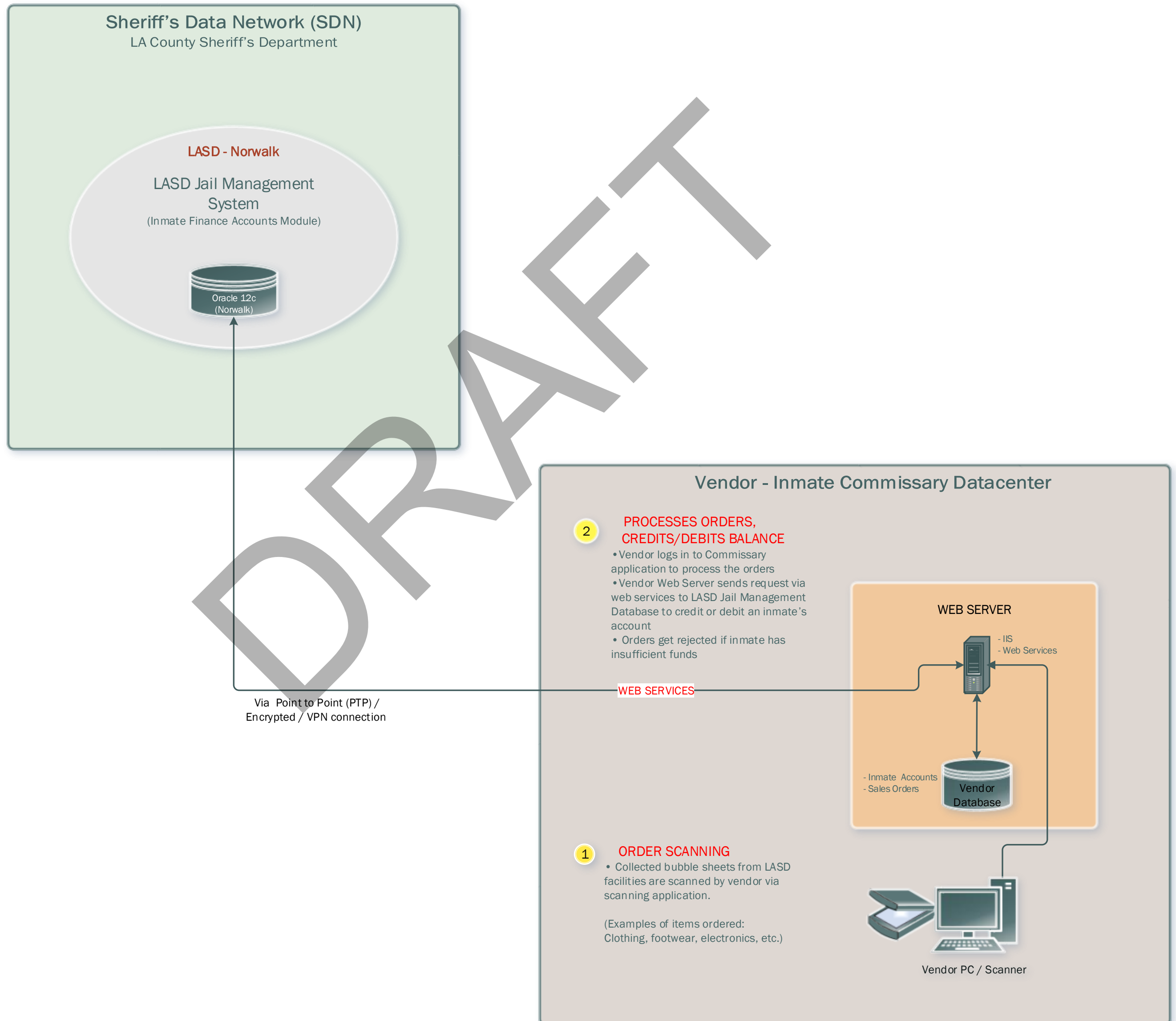
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ATTACHMENT D

SYSTEM INTERFACES

DRAFT

PROPOSED



ATTACHMENT E.1

PHOTOGRAPHY AND/OR PRESS RELATIONS

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PHOTOGRAPHY AND/OR PRESS RELATIONS

As a service provider, you are being allowed into our Custody Facilities as a guest of the Sheriff's Department. As a guest, your access to the Custody Facilities provides you with knowledge which may not be readily available to the public. Our Custody Facilities have in the past, and will continue to house many noteworthy individuals who may be of interest to the press (e.g. movie stars, sports celebrities, government officials etc.) These individuals, as well as all other Inmates, are to be considered innocent until proven guilty. During the course of your duties you will become aware of information regarding Inmates and their stay in custody. You will also become familiar with the security practices of your assigned facility. This information is often confidential in nature and if released may be detrimental to the safety and well-being of Inmates or staff or could subject you to criminal prosecution. In order to protect all parties involved, policies involving the release of information have been developed. It is not the Sheriff's Department intention to interfere with any person's rights, as granted by the United States Constitution and Bill of Rights, but to protect the rights of all individuals.

The steps taken here are not done with the intent to minimize your individual rights but to ensure that the rights of all Inmates remanded to the custody of the Sheriff's Department are not compromised.

The policy regarding press relations is as follows:

- Volunteers and service providers shall seek input from the Department's Chief of Correctional Services Division prior to the release to the press of any information regarding jail conditions or operations. The release of confidential information shall be grounds for revocation of access privileges to any Sheriff's Department Custody Facilities.
- All news media organizations requesting direct contact with Inmates, including interviews and photographs, must comply with the Sheriff's Department Manual of Policy and Procedures, Section 5-03/060.10.
- Volunteers and service providers shall obtain approval from the Sheriff's Headquarters' Film and Media Unit prior to photographing or videotaping, or recording Inmates, per the Custody Division Manual of Policy and Procedures, Section 5-16/000.00.
- Volunteers and service providers shall not use the names, photos, likenesses, of any Inmate to promote or advertise their program or services without the expressed written approval of both the Sheriff's Department and the Inmate(s) in question.

This includes any public viewing of photos (e.g. power point presentations, web sites, TV, printed material, etc.).

ATTACHMENT E.2

GROOMING AND DRESS STANDARDS

DRAFT

GROOMING AND DRESS STANDARDS

Any or all of the following guidelines may be inapplicable to an employee as appropriate with the express written approval of the County Project Director.

Contractor employees shall keep their persons clean and sanitary by frequent bathing. Proper barbering shall be practiced.

Official uniform and/or business attire shall always be kept as clean and neat as possible.

DRESS STANDARDS

Male Contractor Employees

Employee's hair shall not extend past the top of the shoulder nor below the eyebrow line on the face. Beards and mustaches are permitted, but must be neatly trimmed and well groomed. Wigs or hairpieces are permitted if they conform to these standards.

Female Contractor Employees

Employee's hair shall be neatly styled, trimmed and well groomed. It shall not be of a style, length or artificial color which is offensive. Wigs or hairpieces are permitted if they conform to these standards.

Uniforms

Partisan political emblems, symbols of fraternal or service organizations, badges and/or emblems of any kind, other than Contractor's and Contractor employee's name, shall not be worn. With the exception of the "Medic Alert" bracelet or necklace, jewelry shall be limited to rings and watches.

Female Personnel

Appropriate undergarments, including brassiere, shall be worn.

Male Personnel

There is no restriction on the exposure of an undergarment with the open collar shirt, providing the undergarment is clean, has a standard round or "V" collars.

Jewelry

No visible necklaces, bracelets, or anklets shall be worn while performing the Services under the Inmate Commissary and Vending Services Contract. Female personnel with

pierced ears are permitted to wear a single stud earring in each ear lobe. All other visible jewelry shall be limited to rings and watches.

The Medic Alert necklace and bracelet shall be exceptions to the above regulations. The aforementioned dress standards shall be adhered to and enforced by the County.

Additional Guidelines - Unacceptable Attire

All Personnel

- See-through fashions, without appropriate undergarments and other fashions wherein the absence of appropriate undergarments is unduly distracting.
- Excessively tight slacks.
- Visible tattoos. All tattoos must be covered by clothing.

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ATTACHMENT E.3

POLITICAL ACTIVITY

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POLITICAL ACTIVITY

Prohibited Political Activities

- Engaging in any political activity whatsoever on County premises,
- Placing or attaching any political poster, sticker, sign or similar material on County property,
- Soliciting political funds or contributions, directly or indirectly,
- Soliciting contributions, signatures or other forms of support for political candidates, parties, or ballot measures within or upon County property at any time,

Example: County employees and members of the general public shall not solicit signatures for a nominating petition in a County building or on County property,

- Directly or indirectly attempting to interfere with any election or influencing the political actions of anyone by promising, threatening to withhold, giving or withholding anything of value.

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ATTACHMENT E.4

SECURITY OF PERSONAL PROPERTY

DRAFT

3-01/090.00 SECURITY OF PERSONAL PROPERTY

In order to ensure the safety and security of all persons in Custody Facilities, the following personal property is **prohibited inside security areas as indicated**:

- Weapons, including but not limited to, firearms and knives, are expressly prohibited in security areas of all facilities.
- Except for the Officer Dining Room (ODR), and only with the specific permission of the unit commander, metal silverware shall not be brought into security areas of any Custody Facility.
- Personal electrical appliances must be approved by the Unit Commander before being brought into the Custody Facility (e.g. coffee pots, toasters, heaters, fans, etc.).
- Electronic entertainment devices are prohibited (e.g. tape, CD, or DVD players, games, radios, etc.).
- Laptop computers and personal digital assistants (PDA's) shall be approved by the watch commander prior to entry into security areas on a daily, shift by shift basis.
- Personal property containers shall not be brought into security areas (e.g. backpacks, fanny packs, purses, ice chests/food containers, etc.). Only soft-sided, hand-held lunch containers, which measure 11" x 14" x 12" or less will be allowed into secured parts of the Custody Facility.
- Reading material not related to the job or the furtherance of formal education is prohibited.
- Prescription medications exceeding that amount required for personal consumption during the concerned shift (s).
- Umbrellas.
- Cell phones.
- Cameras shall not be allowed inside a Custody Facility unless prior approval is obtained from the watch commander or above.
- Tobacco products, matches and cigarette lighters Section [5-11/010.00](#) "Use of Tobacco Products.

Personal security dictates that personnel should refrain from bringing items which contain personal identification information (e.g., wallets, purses, checkbooks, etc.) into security areas to prevent loss or compromise of information.

This policy does not limit persons from bringing into secure areas, items or containers that contain necessary tools, training material or equipment to facilitate the performance of their duties, (i.e., tool chests, medical bags, digital test equipment, etc.), nor does it limit personnel, who are attending training, from entering the facility wearing civilian attire on the way to the Officer's Dining Room (ODR).

This policy shall apply to all persons entering security areas of all Custody Facilities. Additionally, all personal property shall be secured at all times, and shall not be stored in any area accessible to Inmates.

The Unit Commander has the final authority to determine what personal property is allowed within their Custody Facility.

ATTACHMENT E.5

CONTRABAND DEFINED

DRAFT

5-7/010.00 CONTRABAND DEFINED

Contraband includes, but is not limited to:

- Any goods brought illegally into the jail.
- Allowable Inmate property in excess of authorized limits.
- Any item legally possessed which has been altered from its original form, contents, or purpose.
- Any material which is pornography, sexually explicit material that depicts full or partial frontal nudity and/or sexual acts; depicts violent acts, violence or cruelty to animals; depicts or describes how to create weapons or defeat jail security; depicts or describes how to commit crimes; or any matter concerning illegal gambling or an unlawful lottery.
- Any item illegally in the possession of an Inmate, or in violation of posted facility rules.
- Possession of illegal drugs, guns, handmade weapons, lethal weapons, knives, shanks, and tattoo equipment.
- Any item that is worn, carried or displayed that denotes gang affiliation.
- Any gambling paraphernalia such as dice, chips, markers and marked decks of cards.
- Property not listed in the Custody Division Manual, sections [5-06/010.05](#) and [5-06/010.10](#), "Allowable Inmate Property."

Perishable items, which will be disposed of.

ATTACHMENT E.6

ENTRY APPLICATION FOR CUSTODY FACILITIES

DRAFT

ENTRY APPLICATION FOR CUSTODY
FACILITIES

THIS APPLICATION IS A PERMANENT RECORD. ALL INFORMATION MUST BE TYPED OR NEATLY PRINTED, USING BLACK INK ONLY. ILLEGIBLE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

THE ATTACHED INSTRUCTIONS MUST BE FOLLOWED EXPLICITLY.

PART-TIME APPLICANTS WILL FILL OUT ONLY THOSE SECTIONS MARKED WITH A SHADED BLACK BOX ()

IMPORTANT INSTRUCTIONS FOR COMPLETING APPLICATION

IT IS MANDATORY THAT ALL INFORMATION WHICH IS REQUESTED BE SUPPLIED IN THE EXACT NUMBER REQUESTED. EACH QUESTION ON THIS APPLICATION FORM MUST BE ANSWERED, LEAVE NO BLANKS. IF A QUESTION DOES NOT APPLY, ENTER "D.N.A." IN THE SPACE PROVIDED FOR THE ANSWER. **INCOMPLETE APPLICATION WILL NOT BE ACCEPTED.**

1. READ THE FORMS CAREFULLY.
2. LIST ZIP CODES AND AREA CODES ON ALL REQUESTED ADDRESSES AND TELEPHONE NUMBERS.
3. YOU MUST HAVE COMPLETE ADDRESSES AND TELEPHONE NUMBERS OF PRESENT AND PAST EMPLOYERS FOR THE LAST 5 YEARS.
4. COMPLETE ALL THE INFORMATION ON EDUCATIONAL BACKGROUND, LIST LAST HIGH SCHOOL ATTENDED OR GRADUATED FROM AND ALL COLLEGES ATTENDED.
5. LIST ALL RESIDENCES FROM LAST 5 YEARS TO PRESENT. TIME SPENT IN THE ARMED FORCES MAY BE SHOWN AS ONE RESIDENCE, I.E. - 1968-70, U.S. ARMY.
6. LIST RELATIVES IN THE ORDER REQUESTED. INFORMATION ON DECEASED RELATIVES SHOULD BE LISTED AS FOLLOWS: RELATIONSHIP, NAME, "DECEASED" AND BIRTHPLACE.
7. IF THERE IS NOT SUFFICIENT SPACE ON THE FORM TO INCLUDE ALL THE INFORMATION REQUIRED, PLACE A SUPPLEMENTAL INFORMATION SHEET, (8-1/2 X 11- LINED PAPER, IN PROPER SEQUENCE AND COMPLETE THE INFORMATION. BE CERTAIN TO IDENTIFY EACH QUESTION BY ITEM NUMBER ON THE SUPPLEMENTAL INFORMATION SHEET.
8. ANY FALSE STATEMENTS MADE ON THIS QUESTIONNAIRE MAY CAUSE THIS APPLICANTS NAME TO BE REMOVED FROM THE ELIGIBLE LIST OR BE CAUSE FOR IMMEDIATE DISMISSAL IF AN APPOINTMENT WAS MADE.

Please initial this page

APPLICATION AND HISTORY RECORD

SECTION I - PERSONAL INFORMATION [REDACTED]											
DATE OF APPLICATION		POSITION APPLIED FOR			(LEGAL NAME) LAST		FIRST		MIDDLE		
SEX	AGE	HEIGHT	WEIGHT	HAIR	EYES	SOCIAL SECURITY NUMBER					
ALIASES, NICKNAMES, MAIDEN NAME						<input type="checkbox"/> U.S. CITIZEN <input type="checkbox"/> NATURALIZED <input type="checkbox"/> LEGAL ALIEN	DATE		STATE:		
DATE OF BIRTH		PLACE OF BIRTH (CITY, COUNTY, STATE)									
MOTOR VEHICLE OPERATOR'S LICENSE OR I.D. CARD NO. AND STATE					EXPIRATION DATE		AUTO INSURANCE POLICY NUMBER				
NAME OF AUTO INSURANCE COMPANY			NUMBER		STREET		CITY		STATE		ZIP CODE
IN EMERGENCY NOTIFY (RELATIONSHIP, NAME, ADDRESS, ZIP CODE, TELEPHONE NUMBER WITH AREA CODE)											

SECTION II - CURRENT RESIDENCE [REDACTED]			
RESIDENCE ADDRESS (NUMBER, STREET, APT, NUMBER, CITY, STATE, ZIP CODE)			<input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> VISITING
RESIDENCE PHONE (AREA CODE)		BUSINESS PHONE (AREA CODE & EXTENSION)	
OTHER PHONE (AREA CODE)			
MAILING ADDRESS (IF DIFFERENT FROM RESIDENCE)			

SECTION III - MARITAL INFORMATION [REDACTED]				
MARITAL STATUS			<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED	
NAME OF PRESENT SPOUSE (FIRST, MIDDLE, LAST)			AGE	DATE OF BIRTH:
OTHER NAMES SPOUSE HAS USED		PLACE OF MARRIAGE (CITY, COUNTY, STATE, ZIP CODE)		DATE OF MARRIAGE
SPOUSE'S ADDRESS (IF DIFFERENT THAN APPLICANT'S)			TELEPHONE # (AREA CODE)	
SPOUSE'S EMPLOYER'S NAME AND ADDRESS				
SPOUSE'S POSITION OR TITLE		LENGTH OF TIME SPOUSE EMPLOYED BY PRESENT EMPLOYER ____ YEARS ____ MONTHS		TELEPHONE # (AREA CODE)
1. LIST ALL OF YOUR CHILDREN (INCLUDE STEP CHILDREN, ADOPTED CHILDREN, ETC.)				
			PRESENTLY LIVING WITH YOU?	
NAME	DATE OF BIRTH	RELATIONSHIP	YES	NO

SECTION IV - FAMILY HISTORY

1. LIST RELATIVES IN THE FOLLOWING ORDER: MOTHER (MAIDEN NAME), FATHER, STEP-MOTHER, STEPFATHER, BROTHERS, SISTERS, LEGAL GUARDIAN

RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		

IF DIVORCED, WIDOWED OR ANNULLED, LIST PRIOR MARRIAGES IN ORDER OF OCCURRENCE [REDACTED]		
NAME OF FORMER SPOUSE	DATE FINAL DIVORCE FILED	
PRESENT ADDRESS OF FORMER SPOUSE	TELEPHONE NO. (AREA CODE)	
NAME OF FORMER SPOUSE	DATE FINAL DIVORCE FILED	
PRESENT ADDRESS OF FORMER SPOUSE	TELEPHONE (AREA CODE)	
AMOUNT OF CHILD SUPPORT OR ALIMONY ORDERED	HAVE YOU EVER BEEN DELINQUENT ON THESE PAYMENTS? IF YES: EXPLAIN: YES NO	

SECTION V RESIDENCE INFORMATION [REDACTED]		
1. LIST ALL RESIDENCES DURING THE LAST 5 YEARS, START WITH CURRENT LOCATION.		
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)

SECTION VI - EDUCATION INFORMATION [REDACTED]						
1. LIST HIGH SCHOOL GRADUATED FROM OR LAST ATTENDED:						
NAME OF SCHOOL	CITY AND STATE	FROM	TO	GRAD. ?	CALIFORNIA PROFICIENCY TEST YES NO WHEN TAKEN	
2. LIST ALL COLLEGES AND UNIVERSITIES ATTENDED INCLUDING POST GRADUATE WORK						
NAME OF SCHOOL	CITY AND STATE	FROM	TO	GRAD. ?	MAJOR TAKEN	UNITS EARNED
3. IF YOU HAVE OBTAINED A G.E.D. (GENERAL EDUCATION DEVELOPMENT) HIGH SCHOOL LEVEL EQUIVALENT. INDICATE TEST SCORES (STANDARD SCORES) AND U.S. PERCENTILE. [REDACTED]						
TEST AREAS				STANDARD SCORE	U.S. PERCENTILE	
CORRECTIVENESS AND EFFECTIVENESS OF EXPRESSION						
INTERPRETATION OF READING MATERIALS IN SOCIAL STUDIES						
INTERPRETATION OF READING MATERIALS IN NATURAL SCIENCES						
INTERPRETATION OF LITERARY MATERIALS						
GENERAL MATHEMATICAL ABILITY						
WHERE TAKEN:	WHERE TAKEN:	AVERAGE:				

SECTION VII - ARREST INFORMATION

1. EITHER AS AN ADULT OR A JUVENILE, HAVE YOU EVER BEEN DETAINED FOR INVESTIGATION, NAMED AS A SUSPECT IN A POLICE REPORT. HELD ON SUSPICION, QUESTIONED, FINGERPRINTED OR ARRESTED BY ANY LAW ENFORCEMENT AGENCY OR MILITARY AUTHORITY?

YES NO

IF THE ANSWER TO THE ABOVE QUESTION IS YES, LIST THE INFORMATION BELOW AND WRITE A SHORT NARRATIVE ACCOUNT OF EACH INCIDENT.

DATE	CHARGE	ARRESTING OR DETAINED AGENCY	PENALTY & COURT

SECTION VIII -TRAFFIC INFORMATION

1. LIST THE DESCRIPTION OF CURRENT VEHICLE YOU OWN.

YEAR	MAKE	COLOR	BODY STYLE	LICENSE NUMBER

2. LIST EVERY CITATION RECEIVED FOR A MOVING OR EQUIPMENT VIOLATION IN THE LAST 3 YEARS

DATE	CHARGE	DEPARTMENT OR AGENCY	PENALTY (FINE, PROBATION, SENTENCE, ETC)

3. HAVE YOU FAILED TO PAY OR APPEAR IN COURT ON ANY OF THE ABOVE CITATIONS? YES NO
[IF YES, EXPLAIN]

4. HAS YOUR DRIVER'S LICENSE EVER BEEN SUSPENDED, REVOKED, PLACED ON PROBATION, OR HAVE YOU EVER RECEIVED A WARNING NOTICE FROM THE STATE THAT ISSUED YOUR LICENSE? YES NO IF YES, EXPLAIN

5. HAVE YOU EVER BEEN INVOLVED IN A TRAFFIC ACCIDENT? YES NO IF YES, DESCRIBE EACH ACCIDENT IN A BRIEF NARRATIVE INCLUDING DATE, LOCATION, AND POLICE AGENCY INVOLVED AND WHETHER OR NOT YOU RECEIVED A CITATION.

6. HAVE YOU EXPERIMENTED OR USED ANY ILLEGAL SUBSTANCE, DRUGS OR NARCOTICS WITHIN THE PAST YEAR? YES NO
(IF YES EXPLAIN)

I UNDERSTAND THAT ANY APPOINTMENT TENDERED ME WILL BE CONTINGENT UPON THE RESULTS OF A THOROUGH CHARACTER AND FITNESS INVESTIGATION, AND I AM AWARE THAT ANY FALSE STATEMENT OR OMISSION MADE ON THIS QUESTIONNAIRE WILL CAUSE MY NAME TO BE REMOVED FROM THE ELIGIBLE LIST, OR BE CAUSE FOR IMMEDIATE DISMISSAL IF AN APPOINTMENT WAS MADE.

DATE: _____ SIGNATURE: _____

ATTACHMENT E.7

POLICY OF EQUALITY

DRAFT

3-01/121.00 POLICY OF EQUALITY

CORE VALUES

Our Policy of Equality reflects and builds upon our Core Values, which each Department member is responsible for demonstrating in both actions and words.

These Core Values lie at the heart of our Policy of Equality:

As a **leader** in the Los Angeles County Sheriff's Department,
I commit myself to **honorably** perform my duties with
respect for the dignity of all people,
integrity to do right and fight wrongs,
wisdom to apply common sense and **fairness** in all I do and
courage to stand against racism, sexism, anti-Semitism,
homophobia and bigotry in all its forms.

These Core Values do not limit the responsibility of Department members to upholding only the stated values. All Department members are required to conduct themselves in accordance with the entirety of this Policy of Equality, and all applicable local, county, state, and federal laws.

PURPOSE

This Policy is intended to preserve the dignity and professionalism of the workplace as well as protect the right of employees to be free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation are absolutely contrary to the values of the law enforcement profession as a whole and to the Core Values of the Los Angeles County Sheriff's Department. Discrimination, harassment, and retaliation are also illegal under local, county, state, and federal law.

The Department will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition, nor will it tolerate unlawful harassment or retaliation. As a preventive measure, the Department also will not tolerate inappropriate conduct toward others based on a protected status even if the conduct does not meet the legal definition of discrimination or harassment.

All Department members are responsible for conducting themselves in accordance with this Policy and its associated Procedures. Violation of the Policy and/or Procedures will lead to prompt and appropriate Departmental action including, but not limited to, counseling, training, written reprimand, suspension, demotion, and/or discharge.

3-01/121.05 POLICY OF EQUALITY - PROHIBITED CONDUCT

Each Department member is responsible for understanding these definitions of prohibited conduct as they will govern in any disciplinary proceeding for violations of this Policy and/or associated Procedures.

3-01/121.10 POLICY OF EQUALITY - DISCRIMINATION

Discrimination is the disparate or adverse treatment of an individual based on or because of that individual's sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition.

3-01/121.15 POLICY OF EQUALITY - SEXUAL HARASSMENT

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following three criteria:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with the individual's employment or creating an intimidating, hostile, offensive, or abusive working environment.

3-01/121.20 POLICY OF EQUALITY - DISCRIMINATORY HARASSMENT (OTHER THAN SEXUAL)

Harassment of an individual because of the individual's race, color, ancestry, religion, national origin, ethnicity, age, disability, sexual orientation, marital status, or medical condition is also discrimination and prohibited by federal and/or state civil rights statutes. Discriminatory harassment is conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or abusive work environment.

3-01/121.25 POLICY OF EQUALITY - THIRD-PERSON HARASSMENT

Third-person harassment is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander. When an individual engages in harassing behavior, he or she assumes the risk that someone may pass by or otherwise witness the behavior. The Department considers this to be the same as directing the harassment toward that individual.

3-01/121.30 POLICY OF EQUALITY - INAPPROPRIATE CONDUCT TOWARD OTHERS

Inappropriate conduct toward others is any physical, verbal, or visual conduct based on or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition when such conduct reasonably would be considered inappropriate for the workplace.

This provision is intended to stop inappropriate conduct before it becomes unlawful discrimination or harassment. As such, the conduct need not be pervasive or repeated in order to violate this Policy. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may be grounds for discipline. Similarly, the conduct need not be unwelcome to the party against whom it is directed; if the conduct reasonably would be considered inappropriate for the workplace, it will violate this Policy.

3-01/121.35 POLICY OF EQUALITY - RETALIATION

Retaliation is an adverse action against another for reporting an incident or filing a complaint of conduct that violates this Policy or the law or participating in an investigation or otherwise exercising their rights or performing their duties under this Policy or the law.

3-01/121.40 POLICY OF EQUALITY - EXAMPLES OF CONDUCT THAT MAY VIOLATE THIS POLICY AND SCOPE OF COVERAGE

Depending on the facts and circumstances, the following are examples of conduct that may violate this Policy:

- Posting, possessing, sending, soliciting or displaying in the workplace sexually suggestive, racist, "hate-site" related, or obscene letters, notes, invitations, cartoons, posters, facsimiles, electronic mail or web links;
- Verbal conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another's body, or participating in explicit discussions about sexual experiences and/or desires;
- Verbal conduct such as using sexually, racially or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;
- Verbal conduct such as comments or gestures about a person's physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation or derogatory comments about religious differences and practices;
- Physical conduct such as touching, pinching, massaging, hugging, kissing, rubbing or brushing the body, making sexual gestures, impeding or blocking an individual's passage or normal movements;
- Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;
- Sexual advances or propositions, including repeated and unwanted requests for a date;
- Retaliation in any form, including withholding work-related information, giving punitive work assignments, or denial of job benefits; and
- Hazing based on any protected status, including withholding assistance, giving demeaning, unattainable, or unnecessary job assignments, or ignoring the presence of a co-worker.

This list is not exhaustive. Any conduct which is retaliatory or based on or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition may also violate this Policy.

SCOPE OF COVERAGE

Department Members: For purposes of this Policy, "Department members" is defined as employees of the Los Angeles County Sheriff's Department and applicants for employment, whether sworn (regular or reserve) or civilian, all volunteers, and Explorer Scouts and outside vendors (see the Department's Outside Vendor Policy).

Location: This Policy prohibits discrimination, harassment, retaliation, and inappropriate conduct toward others in the workplace or in other work-related settings such as work-related social events (e.g., retirement parties). Depending upon the facts and circumstances, this Policy also prohibits off-site, off-duty conduct where such conduct meets one of the foregoing definitions of prohibited conduct and has the purpose or

effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile, offensive, or abusive working environment.

Communication System/Equipment: This Policy also applies to the use of any Departmental communication system or equipment, including but not limited to, electronic mail, internet, intranet, JDIC, telephone lines, computers, facsimile machines, voice-mail, radio, and mobile digital terminals. Employees will be disciplined in accordance with this Policy for using any Departmental communication system or equipment to deliver, display, store, publish, circulate, or solicit material in violation of this Policy.

3-01/121.45 POLICY OF EQUALITY - REPORTING VIOLATIONS OF THIS POLICY

Any Department member who believes he or she has been subjected to conduct that violates this Policy is strongly encouraged to report the matter to any Department supervisor or manager or the Intake Specialist Unit. The Intake Specialist Unit may be reached at (323) 890-5371, and is located at: 4900 South Eastern Avenue, Suite 203, Commerce, California, 90040.

Any non-supervisory Department member who believes he or she has knowledge of conduct that violates this Policy is strongly also encouraged to report the matter.

Supervisors and managers have an affirmative duty to report potential violations of this Policy to the Intake Specialist Unit. Supervisors and managers also have additional duties and responsibilities as detailed in the procedures associated with this Policy.

The Department will fully and fairly investigate any complaints and take immediate and appropriate corrective action.

Department members also may contact the California Department of Fair Employment and Housing by calling (800) 884-1684 or visiting their website at www.dfeh.ca.gov and may contact the Federal Equal Employment Opportunity Commission by calling 213-894-1000 or 800-669-4000 or visiting their website at www.eeoc.gov. For more information regarding the Fair Employment and Housing Act, Department members may refer to the California Department of Fair Employment and Housing's brochure entitled "[Sexual Harassment: The Facts about Sexual Harassment](#)", which is attached to this Policy.

Department members may also contact the County Office of Affirmative Action Compliance at (213) 974-1251.

3-01/121.50 POLICY OF EQUALITY - DUTY TO COOPERATE

All Department members are responsible for cooperating fully in any Department inquiry or investigation related to this Policy. Failure to do so will lead to prompt Departmental action including, but not limited to, counseling, training, written reprimand, suspension, demotion, and/or termination.

3-01/121.55 POLICY OF EQUALITY - NO RETALIATION

This Policy absolutely prohibits retaliation. No person will be retaliated against for making a complaint of conduct that violates this Policy or the law, cooperating in any investigation or corrective action, or otherwise preventing prohibited practices under this Policy or the law. The Department will take immediate and corrective action to prevent retaliation, including the imposition of appropriate discipline to any Department member who engages in retaliation.

3-01/122.00 POLICY OF EQUALITY - PROCEDURES

INTRODUCTION

All Department members are responsible for conducting themselves in accordance with the Policy of Equality ("Policy") and these procedures ("Procedures"). The Policy and Procedures are the internal controlling authority for all Department equity matters. Violation of the Policy or Procedures will lead to prompt and appropriate Departmental action including, but not limited to, counseling, training, written reprimand, suspension, demotion, and/or discharge.

Any Department member who believes he or she has been subjected to a violation of the Policy is strongly encouraged to report the matter. Any non-supervisory Department member who has knowledge of a violation of the Policy is also strongly encouraged to report the matter.

Supervisors and managers have an affirmative duty to report potential violations of the Policy. Supervisors and managers shall also take all reasonable steps to prevent discrimination, harassment, and retaliation from occurring in the workplace and take immediate and appropriate corrective action to stop any discrimination, harassment, and retaliation that does occur.

The Department will promptly and effectively investigate all reports of violations of the Policy and will take immediate and appropriate preventive and corrective action. Department members shall cooperate fully in any inquiry or investigation related to the Policy.

3-01/122.05 POLICY OF EQUALITY - PROCEDURES - DUTIES OF SUPERVISORS AND MANAGERS

Under these Procedures, supervisors and managers shall perform certain duties as enumerated below.

Supervisors and managers for purposes of the Procedures include the Sheriff, the Undersheriff, Assistant Sheriffs, Chiefs, Commanders, Captains, Lieutenants, Sergeants, Deputies performing supervisory duties or acting in a supervisory capacity, and civilian directors, managers, and supervisors.

NOTE: FAILURE BY ANY SUPERVISOR OR MANAGER TO CARRY OUT THESE DUTIES MAY BE CAUSE FOR DISCIPLINE.

Duty of All Supervisors and Managers to Report

Supervisors and managers have an affirmative duty to report potential violations of the Policy. Supervisors and managers are required to report potential violations of the Policy to the Intake Specialist Unit as provided below even when a complaining or reporting party requests that no action be taken. The supervisor or manager shall:

1. Immediately notify the Intake Specialist Unit of the incident(s) or complaint and any initial steps taken by the supervisor or manager; and
2. Complete a Policy Of Equality Report form POE-001 ("POE Report Form") and promptly file the original with the Intake Specialist Unit with copies to: (a) the reporting party's Unit Commander, unless the complaint is against the Unit Commander, in which case it shall be sent to the Department's Equity Commander; and (b) the Equity Oversight Panel.

Additional Duties of All Supervisors and Managers

Supervisors and managers are also responsible for:

- Being aware of and understanding the Policy and Procedures, as well as any modifications that may be made to them;
- Actively monitoring the work environment to ensure that discrimination, harassment, and/or retaliation are not occurring;
- Informing Department members under their supervision of the types of behavior prohibited, and the Department's procedures for reporting and resolving complaints arising under the Policy;
- Stopping conduct that violates the Policy and taking immediate and appropriate action whether or not the involved Department members are within their line of supervision;
- Taking immediate action to prevent retaliation towards the complaining party (if there is one), and to deter and eliminate any hostile work environment. If a situation requires separation of the involved parties, particular care must be taken to avoid actions that appear to punish the complaining party.

Supervisors and managers have the foregoing duties whether or not a complaint has been made.

Additional Duties of Unit Commanders

In addition to the duties described above, Unit Commanders have the following duties:

- Ensuring that blank POE report forms POE-001 are maintained in a prominent and accessible place in every Unit. It is the further duty of the Unit Commander to ensure that the location, availability, and purpose of these forms are made known to each Unit member; and
- Performing all duties required by the Outside Vendor Policy Regarding Discrimination, Harassment, and Retaliation.

3-01/122.10 POLICY OF EQUALITY - PROCEDURES - INFORMATION ABOUT THE POLICY AND PROCEDURES

Office of the Ombudsperson

The Office of the Ombudsperson functions as a specialized resource for all Department members concerning the Policy of Equality and these Procedures. The Office of the Ombudsperson shall respond to inquiries, including anonymous inquiries, about the Department's Policy and Procedures and provide information to Department members about, among other things, their rights and responsibilities and complaint and investigation procedures concerning equity matters.

The Office of the Ombudsperson is not a complaint intake Unit. However, if a caller provides enough information to indicate a violation of the Policy, the Office of the Ombudsperson must report the matter to the Intake Specialist Unit. The Office of the Ombudsperson shall notify each caller of this obligation.

3-01/122.10 POLICY OF EQUALITY - PROCEDURES - INFORMATION ABOUT THE POLICY AND PROCEDURES

Office of the Ombudsperson

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The Office of the Ombudsperson is not a complaint intake Unit. However, if a caller provides enough information to indicate a violation of the Policy, the Office of the Ombudsperson must report the matter to the Intake Specialist Unit. The Office of the Ombudsperson shall notify each caller of this obligation.

QUESTIONS ABOUT THIS POLICY

Any Department member who has questions about the meaning or interpretation of this Policy should contact the Office of the Ombudsperson. They may be reached at (323) 890-5348.

3-01/122.15 POLICY OF EQUALITY - PROCEDURES - EQUITY COMPLAINT PROCESS

Reporting Complaints

Any Department member who believes he or she has been subjected to conduct that violates the Policy is encouraged to report the matter to:

- Any Department supervisor or manager (whether or not in the Department member's chain-of-command); or
- The Intake Specialist Unit at (323) 890-5371.

Non-supervisory Department members are also encouraged to report potential violations of the Policy directed toward another to a supervisor, manager, or to the Intake Specialist Unit, the number for which has been provided above.

Supervisors and managers shall report potential violations of the Policy in accordance with the procedures detailed above.

- **The Intake Specialist Unit**

The Intake Specialist Unit, staffed by both sworn and civilian Department members, is an initial point of contact for Department members who wish to report a violation of the Policy. Department members are not required to identify themselves when contacting the Intake Specialist Unit.

The Intake Specialist Unit shall be responsible for directing any reports concerning equity issues to the Equity Unit for investigation and resolution. The Intake Specialist Unit also shall assist Department members in finding the right point of contact for questions regarding the Policy and Procedures or equity issues.

The Intake Specialist Unit shall contact the complainant during the course of the investigation to ensure that no retaliation is occurring. The Intake Specialist Unit shall make prompt notification to the appropriate parties if an issue of retaliation is raised.

- Supervisors and Managers

Department members also may report potential violations of the Policy and/or Procedures to any Department supervisor or manager as defined above.

Investigating Complaints: The Equity Unit

The Equity Unit is responsible for promptly and effectively investigating reports of conduct that violates the Policy or Procedures. Equity Unit investigations shall be immediate, thorough, objective, and complete. Equity Unit investigations shall be as confidential as reasonably possible consistent with the Department's obligation to conduct a full and effective investigation. Upon conclusion of the investigation, the Equity Unit investigators shall present their findings to the Equity Oversight Panel for review.

The Equity Unit investigator(s) assigned to the case shall conduct an initial investigation to determine whether there has been a potential violation of the Policy and/or Procedures. If the initial investigation indicates a potential violation of the Policy and/or Procedures, the investigator shall open an administrative investigation at the direction of an Equity Unit Lieutenant, who may seek the advice or concurrence of the Equity Commander or Equity Unit attorney. Any decision not to open an administrative investigation shall be forwarded to the Equity Oversight Panel for review.

Review of Equity Unit Investigations

- The Equity Oversight Panel

The Equity Oversight Panel is an independent oversight body which, in accordance with the procedures described in this section, shall have authority and be responsible for reviewing Equity Unit investigations and making appropriate determinations for violations of the Policy and/or Procedures. The Equity Oversight Panel shall meet bi-monthly, or more frequently if necessary, to discuss and review each Equity Unit investigation.

In addition, the Equity Oversight Panel shall be responsible for, among other matters, monitoring and evaluating the quality of the Equity Unit investigations and the effectiveness of the Policy and Procedures. The Equity Oversight Panel shall also serve as an equity policy advisor to the Department.

- The Review Process

The review process shall consist of the following steps:

- a. The Equity Oversight Panel shall receive a thorough briefing from and have the opportunity to question the investigator(s) who handled the Equity Unit investigation. The subject's Chief and/or Unit Commander may attend the briefing. In addition, the Equity Oversight Panel shall have the authority to command the appearance of any Department member deemed necessary to a full and effective resolution of the complaint or incident. Any information relied upon by the Equity Oversight Panel to reach its decisions must be reflected in the subject's investigation package, including any new information received from any attendee to the Equity Oversight Panel's briefing.
- b. The Equity Oversight Panel shall meet to discuss and deliberate on the Equity Unit case presented. A representative from County Counsel and the Office of Affirmative Action Compliance may be present to offer advice as required under applicable Protocols. The subject's Chief and/or Unit Commander may be present at the request of the Equity

Oversight Panel members. After discussion, the Equity Oversight Panel shall determine appropriate dispositions and discipline, if discipline is warranted. The Equity Oversight Panel immediately shall cause to be forwarded to the Sheriff for review all cases where its final recommended discipline determination exceeds 15 days suspension (See "Sheriff's Review of Discipline in Excess of 15 Days Suspension," below.).

- c. In all cases, the Equity Oversight Panel may direct the Equity Unit to conduct further investigation. If further investigation is directed, another review shall be held in accordance with this section after the investigation.
- d. The Equity Oversight Panel shall communicate its recommendations to the Equity Unit, which shall notify the appropriate parties. The Equity Unit shall issue a Letter of Intent to Impose Discipline to the subject or, where appropriate, inform the subject that the complaint was unfounded or unresolved. At the same time, the Equity Unit shall issue a letter to the complainant indicating that the complaint was either founded, unfounded, or unresolved and that, if founded, appropriate corrective action was determined. Proposed disciplinary action shall be kept confidential until the Equity Unit receives the determinations regarding dispositions and discipline from the Equity Oversight Panel or Sheriff or his delegate.

Sheriff's Review of Discipline in Excess of 15 Days Suspension

The Sheriff shall have the authority to review all cases of discipline in excess of 15 days suspension, including demotion and termination. For these cases, the Sheriff shall have the authority to adopt or modify the discipline and/or reopen the investigation if deemed necessary.

The Sheriff may delegate the aforementioned authority to the Undersheriff or an Assistant Sheriff.

Skelly Hearings

Where applicable, the subject Department member may elect to have a hearing on discipline (a "Skelly" hearing) before the discipline is imposed. If the subject elects to have a Skelly hearing, the Department shall designate a Skelly officer.

Information presented by the subject at the Skelly hearing that was known to the subject at the time of the subject's Equity Unit investigation but not disclosed shall not be grounds for overturning the Equity Oversight Panel's recommendation. If the subject presents new facts during the Skelly hearing (i.e., facts discovered subsequent to the subject's Equity Unit investigation), the Skelly officer shall send the case back to the Equity Unit for further investigation.

The Skelly officer shall promptly communicate, in writing, the factual and legal basis for any decision to modify the Equity Oversight Panel's determinations to the Sheriff and to the Equity Oversight Panel. Failure to do so may be grounds for discipline.

Grievance Procedures

- Department Member Rights

Department members also may grieve disciplinary actions according to the terms of applicable memoranda of understanding ("MOU") negotiated by the Department and the union representing said members. As such, these MOUs may require separate or additional procedures according to their respective terms.

- Supervisors' and Managers' Responsibilities

Any supervisor authorized to conduct grievances shall promptly communicate, in writing, to the Equity Oversight Panel and to the subject's Chief the factual and legal basis for any decision to modify the Equity Oversight Panel's determinations. Failure to do so may be cause for discipline.

Information presented by the subject during the grievance that was known to the subject at the time of the subject's Equity Unit investigation but not disclosed shall not be grounds for overturning the Equity Oversight Panel's recommendation. If the subject presents new facts during the grievance (i.e., facts discovered subsequent to the subject's Equity Unit investigation), the supervisor authorized to conduct the grievance shall send the case back to the Equity Unit for further investigation.

3-01/122.20 POLICY OF EQUALITY - PROCEDURES - EXTERNAL COMPLAINT MONITORING

The Department's Affirmative Action Unit, in conjunction with the County's Office of Affirmative Action Compliance, will receive and process all external discrimination, harassment, and retaliation complaints. Where appropriate, the Affirmative Action Unit will forward the complaint to the Equity Unit for investigation and resolution.

3-01/122.25 POLICY OF EQUALITY - PROCEDURES - CONFIDENTIALITY

The Department shall maintain all complaint-related information in confidence to the extent possible given the Department's obligation to conduct a full and effective investigation. For more information concerning confidentiality, Department members should contact the Office of the Ombudsperson.

The Department shall keep all information and material reviewed confidential in accordance with California Penal Code §§ 832.7 and 832.8, California Evidence Code § 1043 et seq., and any other provision regarding the confidentiality of peace officer personnel records.

ATTACHMENT E.8

NON-EMPLOYEE INJURY REPORT

DRAFT

NON-EMPLOYEE INJURY REPORT

ATTACHMENT E.8

Page 1 of 2

Dept Name: _____ Dept. #: _____
DIV. or Facility: _____
SECTION: _____
IRMIS Code #: _____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

1. All incidents involving injury to non-employees, however minor, while on County property (owned or leased) must be reported by the Guard, Sheriff's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 11 6, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206

INJURED NON-EMPLOYEE:

1. Name _____
(Last Name) (First Name) (Middle Name)
2. Address _____
2B. Telephone: () _____ 3. Age _____ 4. Sex: _____ Male _____ Female If minor, give name of parent or guardian _____

TIME AND PLACE:

5. Place of occurrence _____
(Name of County Facility, Bldg., Street, Number) (City or Town)
6. Location in building _____
(In detail: Bldg., Floor, Room No.)
7. Date of occurrence _____ Hour _____ AM/PM. 8. Weather _____ Clear _____ Rain
POLICE REPORT ☐ Yes ☐ No POLICE AGENCY REPORTING _____ STATION _____ DEPT. # : _____

DESCRIPTION OF INCIDENT:

9. What was non-employee doing? _____
10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury: _____
(If necessary, continue on separate sheet)
11. Condition of floor, sidewalk, steps or other physical property or equipment involved: _____
12. Was there any defect or foreign substance or object involved? If so, describe: _____
13. If slip and fall: Person's shoes _____ heels _____ caps _____
(Type) (Type) (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is undetermined, give opinion: _____

TREATMENT GIVEN:

15. Was treatment given to the injured person by County personnel? _____ By whom? _____

Type of Treatment: _____

16. Was ambulance called? _____ Which company? _____ By whom? _____

17. Taken to hospital? _____ Which? _____

STATEMENTS BY INJURED AND WITNESSES:

(Note: Attach additional pages if needed)

18. Statement of injured as to what happened: _____

19. Witness No. 1: Name _____ (Last Name) (First Name) (Initial)

Address: _____ (Number) (street) (City) Telephone: _____

Statement: _____

20. Witness No. 2: Name _____ (Last Name) (First Name) (Initial)

Address: _____ (Number) (Street) (City) Telephone: _____

Statement: _____

Date Report Prepared: _____

Prepared by: _____ (Print Name) Phone _____

_____ (Title) Dept. _____

_____ (Signature)

ATTACHMENT E.9

SAMPLE SECURITY INCIDENT REPORT

DRAFT

Sample Security Incident Report

Los Angeles County Sheriff's Department – Inmate Commissary and Vending Services

Contractor: _____

Contract No. _____

Type of Incident _____

(Incident types are: Stolen/Lost, Intrusion/Hack, Web Defacement, System Misuse, Denial of Service, Spoofed IP Address, Unauthorized Probe/Scan, Unauthorized Electronic Monitoring, Malicious Code (virus, worm, etc.), and other.)

Date and Time when Incident was Identified/Discovered

Location of Incident (Physical address including specific building location)

Who Identified/Reported the Incident?

(Full Name, Job Title / Position, email address, and Phone number (e.g., work, cell, etc.))

Workforce Members involved with the Incident and/or with the Response

(Full Name, Job Title / Position, email address, and Phone number (e.g., work, cell, etc.))

Brief Synopsis by the Chief Information Security Officer (CISO)

(Narrative or chronology)

Date and Time of the Incident (If known)

Contractor Initial Response

Action(s) Taken to Prevent Further Occurrence (Attach additional sheets as needed)

Contractor Incident Reference Number: _____

ATTACHMENT F

COMMISSARY AND VENDING PRODUCT MASTER LIST

DRAFT

**LA County Menu Pricing
9/09/2024**

Attachment F

Keefe Item #	Item #	Keefe Item Description	Item Description	Retail Ounce Size	Retail Price	Retail Price Per Ounce	Keefe Product Ounce Size	Average Price Per oz. Top 3	Average Price x Product Price Per oz.	KCN Price	KCN Price with 2% rebate	Receipt or Letter
80001722	3584	BC Hot & Spicy Summer Sausage 5-oz	Slim Jim Original Flavor Smoked Meat Stick	0.97	\$2.49	\$2.57	5.00	\$0.86	\$4.28	\$7.95	\$7.79	R
5070	6600	Flour Tortillas 8 oz.	Mission Flour Tortillas 10 Count	12.00	\$5.99	\$0.50	8.00	\$0.17	\$1.33	\$3.20	\$3.14	R
6025	6079	Whole Shabang 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R
7687	6198	Cheetos Flamin Hot 8-oz	Cheetos Crunchy Flamin Hot Chips	3.25	\$2.59	\$0.80	8.00	\$0.27	\$2.13	\$6.20	\$6.08	R

DRAFT

**LA County Menu Pricing
9/09/2024**

Attachment F

Keefe Item #	Item #	Keefe Item Description	Item Description	Retail Ounce Size	Retail Price	Retail Price Per Ounce	Keefe Product Ounce Size	Average Price Per oz. Top 3	Average Price x Product Price Per oz.	KCN Price	KCN Price with 2% rebate	Receipt or Letter
80009328	3274	Iced Honey Bun	Hostess Jumbo Honey Bun	4.00	\$1.99	\$0.50	4.75	\$0.17	\$0.79	\$2.36	\$2.31	R
21	2010	Keefe Coffee 4 oz	Taster's Choice House Blend 6 Pk.	0.63	\$1.59	\$2.52	4.00	\$0.84	\$3.37	\$9.29	\$9.10	R
7690	6159	Cheetos Flmn Hot 1.75 oz	Cheetos Crunchy Flamin Hot Chips	3.50	\$2.59	\$0.74	1.75	\$0.25	\$0.43	\$1.36	\$1.33	R
80001715	2615	BC Beef & Chicken Summer Sausage 1.625 oz.	Slim Jim Original Flavor Smoked Meat Stick	0.97	\$2.49	\$2.57	1.63	\$0.86	\$1.39	\$2.95	\$2.89	R
Confirming Item #	Confirming Item #	Coffee-Kit 5 pk	Taster's Choice House Blend 6 Pk.	0.63	\$1.59	\$2.52	0.27	\$0.84	\$0.22	\$0.71	\$0.70	R
80008033	NEW	Wylers Island Blue Ocean	Crystal Light 10 pack Raspberry -.80 ounces	0.80	\$4.19	\$5.24	1.18	\$5.24	\$6.18	\$5.25	\$5.15	R
80010068	6171	Hot Corn Chips 12 oz	Fritos Chili Cheese Corn Chips	3.50	\$2.58	\$0.74	12.00	\$0.25	\$2.95	\$7.45	\$7.30	R
80008034	NEW	Wylers Radical Lemon Berry	Crystal Light 10 pack Raspberry -.80 ounces	0.80	\$4.19	\$5.24	1.18	\$5.24	\$6.18	\$5.25	\$5.15	R
6023	6105	ML BBQ Chip 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R
6026	6125	ML Hot BBQ Chips 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R
6024	6126	SC & Onion Chip 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R
7994	6116	Cheese Puffs 2 oz	Cheetos Cheese Puffs	2.63	\$2.69	\$1.02	2.00	\$0.34	\$0.68	\$1.79	\$1.75	R
80002049	NEW	Water 16.9	Aquafina Purified Drinking Water	20.00	\$2.49	\$0.12	16.90	\$0.04	\$0.70	\$2.02	\$1.98	R

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Keefe Item #	Item #	Keefe Item Description	Item Description	Retail Ounce Size	Retail Price	Retail Price Per Ounce	Keefe Product Ounce Size	Average Price Per oz. Top 3	Average Price x Product Price Per oz.	KCN Price	KCN Price with 2% rebate	Receipt or Letter
80006414	2438	Oatmeal Maple Brn Sgr	Quaker Oatmeal Maple Brown Sugar	1.69	\$1.99	\$1.18	1.51	\$0.39	\$0.59	\$1.28	\$1.25	R
80002775	0518	Colgate Toothpaste Regular 1 oz	Colgate Total Whitening Toothpaste	0.88	\$1.29	\$1.47	1.00	\$0.49	\$0.49	\$1.42	\$1.39	R
5110	6101	Stuffed Jalapeno Chips 6 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	6.00	\$0.34	\$2.05	\$5.85	\$5.73	R
7992	6348	CA Hot Cheese Crunchy 9.5 oz	Cheetos Crunchy Flamin Hot Chips	3.25	\$2.59	\$0.80	9.50	\$0.27	\$2.52	\$6.89	\$6.75	R
80007964	2214	Keefe Sugar Substitute Saccharin Pink 10/	Equal Packets 50 Ct	50.00	\$2.99	\$0.06	10.00	\$0.02	\$0.20	\$0.49	\$0.48	R
4317	6826	Fresh Catch Tuna 4.23 oz.	Bumble Bee Light Tuna	2.50	\$2.29	\$0.92	4.23	\$0.31	\$1.29	\$3.89	\$3.81	R
20464	0538	Freshmint Toothpaste 2.75	Crest Toothpaste	0.85	\$2.29	\$2.69	2.75	\$0.90	\$2.47	\$4.44	\$4.35	R
7495	2198	Rich Hot Cocoa Mix 9 oz	Swiss Miss Milk Chocolate Hot Cocoa Mix (8 Pk.)	11.04	\$5.49	\$0.50	9.00	\$0.17	\$1.49	\$2.82	\$2.76	R
7996	6117	Cheese Crunch 11 oz.	Cheetos Crunchy Flamin Hot Chips	3.50	\$2.59	\$0.74	11.00	\$0.25	\$2.71	\$7.45	\$7.30	R
80009869	NEW	Pop Tarts Straw 2Pk	Pop Tarts Strawberry 8 count - 4 pk	13.50	\$3.99	\$0.30	3.40	\$0.10	\$0.33	\$0.96	\$0.94	R
6022	6100	ML Potato Chip 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R

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80011025	NEW	Scott Dark Chocolaty Sea Salt Caramel 2.2 oz	Hershey Milk Chocolate Bar	1.55	\$1.69	\$1.09	2.20	\$0.36	\$0.80	\$2.08	\$2.04	R
80006326	2594	Choc Cupcake 3.17 oz	Hostess CupCakes 2 count	3.17	\$1.99	\$0.63	3.17	\$0.21	\$0.66	\$1.89	\$1.85	R
80011026	NEW	Mascots Mini Peanut Butter Cups 5 oz	Reese's Peanut Butter Cups	1.50	\$1.39	\$0.93	5.00	\$0.31	\$1.54	\$4.95	\$4.85	R
80011028	NEW	Scotts Pecanback Chocolaty Bar 2.2 oz	Turtles Original Pecan Candy Bar	1.76	\$1.69	\$0.96	2.20	\$0.32	\$0.70	\$2.37	\$2.32	R
80010729	6218	ML Popcorn- Jalapeno & Cheddar 5 oz	Smartfood Popcorn White Cheddar	2.00	\$2.69	\$1.35	5.00	\$0.45	\$2.24	\$5.50	\$5.39	R
80011041	NEW	Scotts Chocolaty Almond Bar	Hershey's Almond Bar	1.45	\$1.69	\$1.17	2.20	\$0.39	\$0.85	\$2.22	\$2.18	R
80011042	NEW	Scotts Chocolaty Caramel Bar	Cadbury Caramello Bar	2.70	\$2.50	\$0.93	2.20	\$0.31	\$0.68	\$1.83	\$1.79	R
6071	3040	MS Iced OatML Cookies 6 oz	Famous Amos Chocolate Cookies	9.00	\$4.99	\$0.55	6.00	\$0.18	\$1.11	\$3.10	\$3.04	R
6068	3083	ZC Strawberry Cremes 14 oz	Grandma's Vanilla Crème Sandwich Cookies	3.00	\$2.09	\$0.70	14.00	\$0.23	\$3.25	\$8.83	\$8.65	R
80001046	3010	Chocolate Chip Cookie 2.75 oz.	Famous Amos Chocolate Cookies	9.00	\$4.99	\$0.55	2.75	\$0.18	\$0.51	\$1.42	\$1.39	R
2616	3015	Oatmeal Raisin Cookie 2.75 oz.	Famous Amos Chocolate Cookies	9.00	\$4.99	\$0.55	2.75	\$0.18	\$0.51	\$1.42	\$1.39	R
80010524	NEW	Mascot Candy Cookies & Cream Rounds 5 oz	Hershey Cookies and Cream Candy Bar	1.55	\$1.69	\$1.09	5.00	\$0.36	\$1.82	\$4.71	\$4.62	R

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80010453	NEW	Mascot Candy Peanut Crunch Bar 1.69 oz	Payday Candy Bar	1.85	\$1.67	\$0.90	1.69	\$0.30	\$0.51	\$1.47	\$1.44	R
6072	3035	ZC Choc Chip Cookies 6 oz	Famous Amos Chocolate Cookies	9.00	\$4.99	\$0.55	6.00	\$0.18	\$1.11	\$3.10	\$3.04	R
26	2021	Non Dairy Creamer 8 oz	French Vanilla Creamer	15.00	\$5.79	\$0.39	8.00	\$0.13	\$1.03	\$3.30	\$3.23	R
10057	3030	MS Vanilla Crm Cookies 6 oz	Grandma's Vanilla Crème Sandwich Cookies	3.00	\$2.09	\$0.70	6.00	\$0.23	\$1.39	\$3.78	\$3.70	R
80008954	0681	Multi-Vitamin W/ Iron 100 Ct	Nature Made Multi-Vitamin w/ Iron	130.00	\$19.99	\$0.15	100.00	\$0.05	\$5.13	\$12.17	\$11.93	R
20545	0671	Good Sense 30 Ct Cough Drops	Halls Cherry Cough Drop 30 ct.	30.00	\$3.79	\$0.13	30.00	\$0.04	\$1.26	\$3.79	\$3.71	R
911	6150	Keefe Nacho Chips 10 oz	Doritos Nacho Cheese Chips	2.75	\$2.69	\$0.98	10.00	\$0.33	\$3.26	\$8.25	\$8.09	R
80007677	0500	Cool Wave Mouthwash Alcohol Free 8 oz	Listerine Cool Mint Mouthwash	3.20	\$4.79	\$1.50	8.00	\$0.50	\$3.99	\$5.20	\$5.10	R
10058	3045	MS Duplex Cremes 6 oz	Grandma's Vanilla Crème Sandwich Cookies	3.25	\$1.97	\$0.61	6.00	\$0.20	\$1.21	\$3.78	\$3.70	R
3701	2041	Fr Van Cappuccino 8 oz	Maxwell House International French Vanilla Café	8.40	\$4.59	\$0.55	8.00	\$0.55	\$4.37	\$4.37	\$4.28	R
80007342	3222	Toasted Peanut Butter Crackers 1.38 oz	Keebler Cheese & Peanut Butter Sandwich Crackers	11.00	\$4.99	\$0.45	1.38	\$0.15	\$0.21	\$0.48	\$0.47	R

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2284	NEW	Days - Cola, Orange, Peach, Cherry Vanilla	Coke	20.00	\$2.79	\$0.14	24.00	\$0.05	\$1.12	\$3.07	\$3.01	R
7689	6167	Chili Cheese Fritos 2 oz	Fritos Chili Cheese Corn Chips	3.50	\$2.69	\$0.77	2.00	\$0.26	\$0.51	\$1.52	\$1.49	R
20641	0120	Ladies Speed Stick	Ladies Stick	2.3	\$4.99	\$2.17	1.40	\$0.72	\$1.01	\$1.67	\$1.64	R
80010958	0440	Dove Soap 3.15 oz.	Dove Soap	2.60	\$2.49	\$0.96	3.17	\$0.32	\$1.01	\$3.04	\$2.98	R
21487	0400	Irish Spring Soap 3.2 oz	Irish Spring Soap 3 PK x 3.70 oz.	11.10	\$4.99	\$0.45	3.20	\$0.15	\$0.48	\$1.29	\$1.26	R
8167009501	1757	Rawling Shoes Velcro	Lotto Men's Mirage 300 Ill Speed Tennis Shoe		\$64.99	#DIV/0!	1.00	\$54.99	\$54.99	\$54.99	\$53.89	R
20033	0215	Cocoa Butter Lotion 4 oz	Slave Travel Cocoa Shea Lotion	3.00	\$2.49	\$0.83	4.00	\$0.83	\$3.32	\$3.32	\$3.25	R
20032	0020	Dandruff Shampoo 4 oz	Head & Shoulder's Dandruff Shampoo Classic	3.00	\$4.49	\$1.50	4.00	\$0.50	\$2.00	\$4.00	\$3.92	R
24941	0363	Styling Gel W/Aloe Vera 15 oz	Eco Style Gel	16.00	\$3.99	\$0.25	15.00	\$0.08	\$1.25	\$5.11	\$5.01	R
5023701099	1542	Quarter Socks White 1/Pr	All In Motion Socks 2 Pair	2.00	\$6.00	\$3.00	1.00	\$3.22	\$3.22	\$3.22	\$3.16	R
20024	0001	Shampoo 4 oz	Garnier Fructis Shampoo	3	\$5.99	\$2.00	4.00	\$0.67	\$2.66	\$3.25	\$3.19	R
21952	0760	Cotton Swabs 100 Ct Box	Cotton Swabs 30 Count	30.00	\$1.59	\$0.05	100.00	\$0.02	\$1.77	\$4.49	\$4.40	R
24755	0205	Baby Oil 4oz	Johnson Baby Oil	3.00	\$2.47	\$0.82	4.00	\$0.27	\$1.10	\$2.95	\$2.89	R

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80008663	1060	Boardroom Paper 50 Ct White Pad	Legal pad 50 sheets	50.00	\$3.49	\$0.07	50.00	\$0.02	\$1.16	\$3.50	\$3.43	R
20028	0210	Skin Care Lotion 4oz	Aveno Daily Moisturizer	2.50	\$3.79	\$1.52	4.00	\$0.51	\$2.02	\$3.60	\$3.53	R
80009768	0019	Pantene Conditioner Classic Clean 12 oz	Nexus Conditioner	3.00	\$5.79	\$1.93	12.00	\$0.64	\$7.72	\$13.95	\$13.67	R
22376	0200	Baby Powder 4 oz	Baby Powder	1.50	\$2.59	\$1.73	4.00	\$0.58	\$2.30	\$4.08	\$4.00	R
20025	0002	Conditioner 4 oz	Nexus Conditioner	3.00	\$5.79	\$1.93	4.00	\$0.64	\$2.57	\$3.50	\$3.43	R
21226	0837	Stretch Cap - Black Only	Wave Cap	1.00	\$6.99	\$6.99	1.00	\$2.33	\$2.33	\$5.99	\$5.87	R
80003065	0439	Next 1 Hypoallergenic Soap - 3 oz	Neutrogena Facial Soap	10.50	\$6.19	\$0.59	3.00	\$0.20	\$0.59	\$1.77	\$1.73	R
20332	1072	Document File 15 1/2 X 10 In	Pen + Gear 24 Pocket Document File 14.96 inch x 10.15 inch	1.00	\$8.12	\$8.12	1.00	\$8.74	\$8.74	\$8.74	\$8.57	R
20211	1300	Aviator Playing Cards	Bicycle Standard Playing Cards	1.00	\$3.49	\$3.49	1.00	\$1.16	\$1.16	\$3.29	\$3.22	R
22318	0350	After Shave 7oz	Nivea Men Sensitive Cooling Post Shave Balm - 3.3 fl oz	3.30	\$7.39	\$2.24	7.00	\$0.75	\$5.23	\$6.95	\$6.81	R
22319	0331	Shave Cream	Barbasol Aloe Shaving Cream	2.40	\$1.49	\$0.62	7.00	\$0.21	\$1.45	\$4.35	\$4.26	R
8000802099	8912	Reading Glasses 1.25 (Ind)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R

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22615	3820	Cross Strap Flip Flop XL	Goodfellow & Co. Shower Shoes Size 9/10	1.00	\$5.00	\$5.00	1.00	\$5.00	\$5.00	\$5.00	\$4.90	R
29036	1120	Thank You Card W/O Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
8282501001	1430	White Washcloth	Washcloths	8.00	\$5.00	\$0.63	1.00	\$0.58	\$0.58	\$0.58	\$0.57	R
20272	0490	Soap Dish	Essentials Plastic soap dish	1.00	\$2.00	\$2.00	1.00	\$0.67	\$0.67	\$2.00	\$1.96	R
29033	1109	Friendship Card W/ Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
20215	1305	Pinochle Cards	Bicycle Standard Playing Cards	1.00	\$3.29	\$3.29	1.00	\$1.10	\$1.10	\$3.29	\$3.22	R
29015	1103	Birthday Card W/O Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
20241	1070	Sketch Pad 8.5 X 11 White	Carolina Sketch Pad 75 Sheets	75.00	\$7.29	\$0.10	50.00	\$0.10	\$4.86	\$4.86	\$4.76	R
8000807099	8920	Reading Glasses 2.50 (lnd)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
80000104	1121	Seasonal Greeting Card W/O Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
26044	208	Tone Cocoa Butter Hand Lotion 12 oz	Vaseline Travel Size Lotion	2.00	\$2.59	\$1.30	12.00	\$0.43	\$5.18	\$11.95	\$11.71	R
80010109	1015	Manilla Envelope 9 1/2 X 12 1/2 In	9" x 12" Clasp Closure Manilla Envelopes - up & up 4ct	4.00	\$2.75	\$0.69	1.00	\$0.69	\$0.69	\$0.69	\$0.68	R
20905	0821	Palm Brush	Palm Brush	1.00	\$1.99	\$1.99	1.00	\$1.82	\$1.82	\$1.82	\$1.78	R

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22950	0051	Softie Conditioner Bergamot 5 oz	Blue Magic Bergamot Hair & Scalp Conditioner	12.00	\$4.99	\$0.42	5.00	\$0.42	\$2.08	\$2.08	\$2.04	R
5095706012	4762	Gry Practice Shorts	Men's Pull on Shorts Tech- Goodfellow & Co	1.00	\$28.00	\$28.00	1.00	\$24.00	\$24.00	\$24.00	\$23.52	R
20691	1013	Envelope #10 50/Ct	Mead #10 envelopes 50 Count	40.00	\$2.48	\$0.06	50.00	\$0.02	\$1.03	\$2.85	\$2.79	R
20654	0220	Petroleum Jelly 1 oz	Vaseline Petroleum Jelly	1.75	\$4.49	\$2.57	1.00	\$0.86	\$0.86	\$1.42	\$1.39	R
21486	0133	Freshscent Deodorant Push Up 1.6 oz.	Old Spice Swagger Deodorant	0.50	\$2.49	\$4.98	1.60	\$1.66	\$2.66	\$3.57	\$3.50	R
8000803099	8913	Reading Glasses 1.50 (Ind)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
22951	0048	Coconut Oil Hair & Sclp Cond 5 oz	Blue Magic Coconut Oil Hair & Scalp Conditioner	12.00	\$4.99	\$0.42	5.00	\$0.42	\$2.08	\$2.08	\$2.04	R
24723	0250	Hydrocortisone Cream 1 oz	Up & Up Hydrocortisone Anti-Itch Cream 1%	1.00	\$5.59	\$5.59	1.00	\$1.86	\$1.86	\$4.25	\$4.17	R
24126	0251	Athlete Ft Cream Tolnaftate .5 oz	Silka Athletes Foot Cream	1.00	\$15.69	\$15.69	0.50	\$5.23	\$2.62	\$3.95	\$3.87	R
29034	1101	Juvenile Birthday Card W/O Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
24214	1086	Pocket Dictionary II	Websters New World Pocket Dictionary Fourth Edition	1.00	\$12.00	\$12.00	1.00	\$9.98	\$9.98	\$9.98	\$9.78	R

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8000804099	8914	Reading Glasses 1.75 (Ind)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8000806099	8919	Reading Glasses 2.25 (Ind)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8000802099	5273	Reading Glasses 1.25	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8000806099	5277	Reading Glasses 2.5	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
80006870	0242	Natureplex Zit Free Benzoyl Peroxide 1 oz	Up & Up Acne Spot treatment Benzoyl Peroxide 2.5%	0.75	\$5.89	\$7.85	1.00	\$2.62	\$2.62	\$4.50	\$4.41	R
80001253	5006	Ponytail Holder 1 Ea	Goody Elastic 8 ct. 6 ct.	8.00	\$3.29	\$0.41	1.00	\$0.14	\$0.14	\$0.49	\$0.48	R
8000803099	5274	Reading Glasses 1.50	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
20284	0825	Small Afro Pik	Afro Pik	1.00	\$2.73	\$2.73	1.00	\$0.91	\$0.91	\$1.12	\$1.10	R
80001155	5341	Just Garnet Lipstick .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R
20841	0280	Sunscreen Lotion SPF 30 - 4 oz	Banana Boat Suncreen SPF 30	1.80	\$2.49	\$1.38	4.00	\$0.46	\$1.84	\$5.46	\$5.35	R
8000805099	5276	Reading Glasses 2.0	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8000804099	5275	Reading Glasses 1.75	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
80001101	5940	Lipstick-Breeze .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R
80001100	5318	Lipstick Fushia W/Blue Pearl .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R

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80001098	5331	Light Berry Frost Lipstick .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R
80008459	0700	Natureplex Douche Vinegar & Water 4.5 oz	Summer's Eve Extra Cleansing Vinegar and Water Douche	4.50	\$3.56	\$0.79	1.00	\$0.89	\$4.01	\$4.01	\$3.93	R
80001097	5314	Black Orchid Lipstick .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R
8000806099	5277	Reading Glasses 2.25	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8291306001	1650	Womens Panties	Hanes Briefs (4 Pack)	4.00	\$18.99	\$4.75	1.00	\$4.75	\$4.75	\$4.75	\$4.66	R
2077	0697	Contact Lens Case	Up & Up Contac Lens Case	1.00	\$1.49	\$1.49	1.00	\$0.50	\$0.50	\$1.02	\$1.00	R
20251	1085	Beveled Eraser	Paper Mate Pink Erasers 3 ct.	3.00	\$2.49	\$0.83	1.00	\$0.28	\$0.28	\$0.61	\$0.60	R
21555	0773	Tampax Tampons (10/Pk)	Tampax Pearl Regular Tampons 18 Count	18.00	\$8.99	\$0.50	10.00	\$0.17	\$1.66	\$2.88	\$2.82	R
21596	0784	Staydent Denture Adhesive Cream 2.4 oz	Polligrip denture adhesive cream 2.4oz	2.20	\$7.99	\$3.63	2.40	\$1.21	\$2.91	\$5.48	\$5.37	R
80000539	4947	Ampro Styling Gel	Eco Style Gel	16.00	\$3.99	\$0.25	6	\$0.35	\$2.10	\$2.10	\$2.06	R

Item	Item #	Comments	KCN Price	KCN Price with 2% rebate	Receipt or Letter
Sw Spicy Refried Beans 8 Oz			\$4.95	\$4.85	
	6047	This item is not sold in the retail stores in Los Angeles. Due to the makeup of the product, one of the top selling items in the correctional market.			L
Rice Noodles 3.7 Oz	6673	Unique item designed and sold in corrections market only.	\$3.37	\$3.30	L
Velveeta Spread Jalapeno 2 Oz	3535	Single Serve Velveeta Cheese Spread - Available in the corrections market only.	\$2.17	\$2.13	L
FC Fishstks/Spicy Mustard (Pouch)3.53 Oz	6189	Single Serve Pouch item - Available in the corrections market only.	\$3.37	\$3.30	L
Velveeta Spread Cheddar 2 Oz	3536	Single Serve Velveeta Cheese Spread - Available in the corrections market only.	\$2.17	\$2.13	L
Fish Stk/LA Hot 3.53Oz (Pouch)	6721	Single Serve Velveeta Cheese Spread - Available in the corrections market only.	\$3.37	\$3.30	L
Fish Stk Grm Chili/Oil 3.53 Oz (Pouch)	6190	Single Serve Pouch Product - Available in the corrections market only.	\$3.37	\$3.30	L
FC Sardines/Hot Tomato Sauce 3.53 Oz (Pouch)	6181	Single Serve Pouch Product - Available in the corrections market only.	\$2.96	\$2.90	L
Mayonnaise 12Pk	6262	Single Serve Mayonnaise is not sold in retail stores.	\$5.57	\$5.46	L
Mustard 12Pk	6263	Single Serve Mustard is not sold in retail stores.	\$3.10	\$3.04	L
Salt- Single Packet	6519	Single Serve Salt is not sold in the retail market - Bulk stores only.	\$0.07	\$0.06	L
Pepper - Single Packet	6518	Single Serve Pepper is not sold in the retail market - Bulk stores only.	\$0.07	\$0.06	L
Grape Jelly 1 Oz.	6412	Single Serve Jelly is not sold in the retail market - Bulk Stores only.	\$0.51	\$0.50	L
FC Mackerel 3.53 Oz (Pouch)	6178	Single Serve Pouch item - Available in the Corrections Market Only.	\$4.00	\$3.92	L
Indigent Kit No Razor	9806	Los Angeles County Kit	\$6.02	\$5.90	L
Indigent Kit	9802	Los Angeles County Kit	\$6.14	\$6.02	L
Los Angeles County Hygiene No Razor Kit	9808	Los Angeles County Kit	\$1.38	\$1.35	L
Book Of Ten Stamps	1050	Postal Service	\$5.50	\$5.50	L
Los Angeles County Hygiene w/Razor Kit	9807	Los Angeles County Kit	\$1.06	\$1.04	L
Haircut Indigent	9803	Los Angeles County Kit	\$2.00	\$2.00	L
Security Razor 1 Ea	0935	Correction Market Item - Available in Corrections only - not sold in retail.	\$0.80	\$0.78	L
Large Stamped Envelope Ea	1001	Postal Service	\$0.74	\$0.74	L
Stationary - Gen Kit	8687	Corrections Market Only - Kit	\$1.79	\$1.75	L
Styrofoam Cup 20-oz	1992	Styrofoam Cups are not sold in retail stores, plastic cups only.	\$0.65	\$0.64	L
Toothbrush Flexible Security	0058	Correction Market Item - Available in Corrections only - not sold in retail.	\$1.28	\$1.25	L
Xtremeflex Bowl	5845	Correction Market Item - Available in Corrections only - not sold in retail.	\$8.98	\$8.80	L
Kit #920693 - Notebk Paper Pk 15 Sheets	9492	Corrections Market Only - Kit	\$0.92	\$0.90	L

LA County Correctional Items
9/09/2024

Attachment F

Item	Item #	Comments	KCN Price	KCN Price with 2% rebate	Receipt or Letter
Eyeglasses Indigent - All Sizes	8918	Corrections Market Only - Kit	\$4.75	\$4.66	L
Kit #42522 - Los Angeles County	8930	Los Angeles County Kit	\$7.15	\$7.01	L
Pro-Per Book Of Ten Stamps	9810	Postal Service	\$5.50	\$5.50	L
Xtremeflex Spoon Soup 1Ea			\$1.58	\$1.55	L
Haircut	5848	Correction Market Item - Available in Corrections only - not sold in retail.	\$2.00	\$2.00	L
Xtremeflex Fork 1Ea	9803	Los Angeles County Item Only	\$1.58	\$1.55	L
Freshscent Soap 1.5 Oz	5846	Correction Market Item - Available in Corrections only - not sold in retail.	\$0.66	\$0.65	L
Pro-Per Pencil	0402	Single Serve Soaps are not available in retail - corrections market or hotels only.			
	9812	Pro Per Item - Los Angeles County Item	\$0.10	\$0.10	L
Hereford Beef Taco Filling (Pouch)	7518	Single Serve Pouch Item - Not sold in the retail stores.	\$8.01	\$7.85	L
Hereford Hot and Spicy Beef Taco Filling (Pouch)	7832	Single Serve Pouch Item - Not sold in the retail stores.	\$8.01	\$7.85	L
Brushy Creek Vienna Sausages (Pouch)	4508	Correction Market Item - Available in Corrections only - not sold in retail.	\$4.03	\$3.95	L
Brushy Creek Hot Vienna Sausages (Pouch)	4520	Correction Market Item - Available in Corrections only - not sold in retail.	\$4.03	\$3.95	L
Minute Rice (Pouch)	2307	Correction Market Item - Available in Corrections only - not sold in retail.	\$3.52	\$3.45	L
Velveeta Cheesy Rice in a Pouch	2666	Correction Market Item - Available in Corrections only - not sold in retail.	\$2.14	\$2.10	L
Velveeta Cheesy Rice (Hot) in a Pouch	2667	Correction Market Item - Available in Corrections only - not sold in retail.	\$2.14	\$2.10	L
Maruchuan Chicken Ramen - Clear Panel		Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Cajun Shrimp - Clear Panel	6046	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.			
Maruchuan Texas Beef - Clear Panel	6053	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Cajun Chicken- Clear Panel	6018	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
	6013	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L

LA County Correctional Items
9/09/2024

Attachment F

Item	Item #	Comments	KCN Price	KCN Price with 2% rebate	Receipt or Letter
Maruchuan Beef Ramen- Clear Panel					
	6048	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Chili Lime Shrimp - Clear Panel					
	6016	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Chili Ramen - Clear Panel					
	6026	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Hot and Spicy Vegetable Ramen - Clear Panel					
	6052	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Tylenol 2 Pack Ct	0610	Tylenol 2 packs are not sold in retail stores - Convenient Stores and gas stations only. Price is supported by convenient store receipts.	\$1.99	\$1.95	L
Advil 2 Pack CT	0612	Advil 2 packs are not sold in retail stores - Convenient Stores and gas stations only. Price is supported by convenient store receipts.	\$1.99	\$1.95	L
Alka Seltzer 2 Ct	0645	Alka Seltzer 2 packs are not sold in retail stores - Convenient Stores and gas stations only. Price is supported by convenient store receipts.	\$1.99	\$1.95	L
Bayer 2 Ct	0616	Bayer 2 packs are not sold in retail stores - Convenient Stores and gas stations only. Price is supported by convenient store receipts.	\$1.99	\$1.95	L
Emory Board 1 CT	0753	Emory Board are not sold in single serve packs.	\$0.28	\$0.27	L
Banana Moon PIE	3200	Retail items are sold at Walmart on-line only. I utilized retail on-line price.	\$1.69	\$1.66	L
Mascot Chocolatey Caramel Clusters Peanuts 5 oz.	NEW	Hershey Goodbar, which is an equivalent item, is not sold in retail stores, convenient stores only which has a larger selection of Candy Bars.	\$4.18	\$4.10	L

ATTACHMENT F.1

COMMISSARY HOUSING MENUS

(PLACE HOLDER)

DRAFT

ATTACHMENT F.2

INDIGENT KITS

DRAFT

INDIGENT KIT – GENERAL POPULATION

Indigent Kits must be issued as a single unit and consist of:

Product	Quantity
Stamped Envelopes	4
Sheets of lined paper (Minimum 5" x 7")	8
Shampoo and body bath packs (0.35 ounce each)	4
Deodorant Packs (2.5 grams each)	4
Flexible Black Comb not to exceed 5"	1
1 ounce wrapped bar of deodorant soap	1
Disposable OraLine 90021 (or equivalent) advance security razor	1
OraLine 90010 (or equivalent) flex security toothbrush, ¾" non-slip grip toothbrush with 41 tuft head – with an overall toothbrush length not to exceed 3"	1
Fluoride toothpaste .6 ounce	1
Golf-size pencil, no eraser	1

INDIGENT KIT – RESTRICTED POPULATION

Indigent Kits must be issued as a single unit and consist of:

Product	Quantity
Stamped Envelopes	4
Sheets of lined paper (Minimum 5" x 7")	8
Shampoo and body bath packs (0.35 ounce each)	4
Deodorant Packs (2.5 grams each)	4
Flexible Black Comb not to exceed 5"	1
1 ounce wrapped bar of deodorant soap	1
OraLine 90010 (or equivalent) flex security toothbrush, ¾" non-slip grip toothbrush with 41 tuft head – with an overall toothbrush length not to exceed 3"	1
Fluoride toothpaste .6 ounce	1
Golf-size pencil, no eraser	1

HYGIENE MAINTENANCE KIT

Hygiene Maintenance Kits consist of:

Product	Quantity
Disposable Oraline 90021 (or equivalent) advance security razor (this item shall not be issued to Inmates housed in High Power, Mental Health and Disciplined Housing)	1
OraLine 90010 (or equivalent) flex security toothbrush, ¾" non-slip grip toothbrush with 41 tuft head – with an overall toothbrush length not to exceed 3"	1
.6 ounce toothpaste in a clear tube	1
2.5 grams alcohol-free deodorant packets	4
7 gram packets of conditioning shampoo	4
1 ounce wrapped bar of deodorant soap	1
Flexible Black Comb not to exceed 5"	1
325mg regular strength non-aspirin reliever (2-tablet pack)	3

(This item may be subject to change based on housing location and/or medical restrictions.)

ATTACHMENT F.3

COUNTY'S KITS AND ASSORTMENTS

DRAFT

PRO-PER KIT

Pro-Per Kits must be issued as a single unit and consist of:

Product	Quantity
Pencils (3)	1
Eraser (1)	1
Legal pad (8 ½ x 14)	1
Envelopes, legal size (4)	4
Numbered pad (5 sheets)	1
Carbon paper (10 sheets)	1

COUNTY GIFT ASSORTMENTS

Note to Contractor: The contents of the County Assortment Packs will be determined by County Project Manager as indicated in Paragraph 9.14.4 of Exhibit A (Statement of Work). For informational purposes, County Gift Assortments may include, but are not limited to, the following products:

Products		
Candy	Cookies	Hot chocolate
Chips	Cereal	Beverages
Pastry	Nuts	Stationary
Soup	Popcorn	Holiday Cards
Beef and cheese sticks	Coffee	Lotions
Crackers	Juice	

ATTACHMENT F.4

WEB ORDER MENU

DRAFT

WEB ORDER MENU

Category	Item #	Keefe Item Description	Price
Candy	NEW	Mascots Mini Peanut Butter Cups 5 oz	\$4.85
Candy	NEW	Scotts Chocolatey Caramel Bar 2.2 oz	\$1.79
Candy	NEW	Mascot Candy Cookies & Cream Rounds 5 oz	\$4.62
Candy	NEW	Mascot Candy Peanut Crunch Bar 1.69 oz	\$1.44
Candy	NEW	Mascot Chocolatey Caramel Clusters Peanuts 5 oz.	\$4.10
Chips	6079	Whole Shabang Chips 1.5 oz	\$1.51
Chips	6100	Moon Lodge Potato Chips 1.5 oz	\$1.51
Chips	6101	Stuffed Jalapeno Chips 6 oz	\$5.73
Chips	6105	Moon Lodge BBQ Chips 1.5 oz	\$1.51
Chips	6117	Cheese Crunch 11 oz.	\$7.30
Chips	6125	Moon Lodge Hot BBQ Chips 1.5 oz	\$1.51
Chips	6126	Sour Cream & Onion Chips 1.5 oz	\$1.51
Chips	6171	Hot Corn Chips 12 oz	\$7.30
Chips	6198	Cheetos Flamin Hot 8 oz	\$6.08
Chips	6218	Moon Lodge Popcorn-Jalapeno & Cheddar 5 oz	\$5.39
Chips	6348	Cactus Annie Hot Cheese Crunchy 9.5 oz	\$6.75
Condiments	6262	Mayonnaise 12Pk	\$5.46
Condiments	6263	Mustard 12Pk	\$3.04
Cookies and Pastries	3010	Chocolate Chip Cookie 2.75 oz	\$1.39
Cookies and Pastries	3015	Oatmeal Raisin Cookie 2.75 oz	\$1.39
Cookies and Pastries	3030	Market Square Vanilla Creme Cookies 6 oz	\$3.70
Cookies and Pastries	3035	Zippy Cakes Choc Chip Cookies 6 oz	\$3.04
Cookies and Pastries	3040	Market Square Iced Oatmeal Cookies 6 oz	\$3.04
Cookies and Pastries	3045	Market Square Duplex Cremes 6 oz	\$3.70
Cookies and Pastries	3083	Zippy Cakes Strawberry Cremes 14 oz	\$8.65
Cookies and Pastries	3200	Banana Moon Pie	\$1.66
Cookies and Pastries	NEW	Pop Tarts Strawberry 2 Pk - 3.4 oz	\$0.94
Drinks	2010	Keefe Coffee 4 oz	\$9.10
Drinks	2041	French Vanilla Cappuccino 8 oz	\$4.28
Drinks	NEW	Wylers Island Blue Ocean 1.18 oz	\$5.15
Drinks	NEW	Wylers Radical Lemon Berry 1.18 oz	\$5.15
Female Section Only	0120	Ladies Speed Stick 1.4 oz	\$1.64
Female Section Only	0208	Tone Cocoa Butter Hand Lotion 12 oz	\$11.71
Food Item	2438	Oatmeal Maple Brown Sugar 1.51 oz	\$1.25
Hygiene	0001	Shampoo 4 oz	\$3.19
Hygiene	0020	Dandruff Shampoo 4 oz	\$3.92
Hygiene	0058	Toothbrush Flexible Security	\$1.25
Hygiene	0133	Freshscent Deodorant Push Up 1.6 oz.	\$3.50
Hygiene	0210	Skin Care Lotion 4 oz	\$3.53
Hygiene	0215	Cocoa Butter Lotion 4 oz	\$3.25
Hygiene	0400	Irish Spring Soap 3.2 oz	\$1.26
Hygiene	0518	Colgate Toothpaste Regular 1 oz	\$1.39
Hygiene	0538	Freshmint Toothpaste 2.75 oz	\$4.35
Hygiene	0935	Security Razor 1 ea	\$0.78

ATTACHMENT F.5

VENDING MENU

DRAFT

VENDING MENU

Category	Item #	Keefe Item Description	Price
Chips	6079	Whole Shabang Chips 1.5 oz	\$1.51
Chips	6100	Moon Lodge Potato Chips 1.5 oz	\$1.51
Chips	6105	Moon Lodge BBQ Chips 1.5 oz	\$1.51
Chips	6116	Cheese Puffs 2 oz	\$1.75
Chips	6125	Moon Lodge Hot BBQ Chips 1.5 oz	\$1.51
Chips	6126	Sour Cream & Onion Chips 1.5 oz	\$1.51
Chips	6159	Cheetos Flamm Hot 1.75 oz	\$1.33
Chips	6167	Chili Cheese Fritos 2 oz	\$1.49
Condiments	2214	Keefe Sugar Substitute Saccharin Pink 10 pk	\$0.48
Condiments	6262	Mayonnaise 12Pk	\$5.46
Condiments	6263	Mustard 12Pk	\$3.04
Condiments	6412	Grape Jelly 1 oz	\$0.50
Cookies and Pastries	3030	Market Square Vanilla Creme Cookies 6 oz	\$3.70
Cookies and Pastries	3035	Zippy Cakes Choc Chip Cookies 6 oz	\$3.04
Cookies and Pastries	3040	Market Square Iced Oatmeal Cookies 6 oz	\$3.04
Cookies and Pastries	3045	Market Square Duplex Cremes 6 oz	\$3.70
Cookies and Pastries	3200	Banana Moon Pie	\$1.66
Cookies and Pastries	3274	Iced Honey Bun 4.75 oz	\$2.31
Drinks	2010	Keefe Coffee 4 oz	\$9.10
Drinks	2021	Non Dairy Creamer 8 oz	\$3.23
Drinks	2041	French Vanilla Cappuccino 8 oz	\$4.28
Drinks	NEW	Wylers Island Blue Ocean 1.18 oz	\$5.15
Drinks	NEW	Wylers Radical Lemon Berry 1.18 oz	\$5.15
Drinks	NEW	Water 16.9 oz	\$1.98
Drinks	NEW	Days - Cola, Orange, Peach, Cherry Vanilla 24 oz	\$3.01
Food Item	2615	Brushy Creek Beef & Chicken Summer Sausage 1.625 oz.	\$2.89
Food Item	3535	Velveeta Spread Jalapeno 2 oz	\$2.13
Food Item	3536	Velveeta Spread Cheddar 2 oz	\$2.13
Food Item	3584	Brushy Creek Hot & Spicy Summer Sausage 5 oz	\$7.79
Food Item	6047	Sevilla Spicy Refried Beans 8 oz	\$4.85
Food Item	6673	Rice Noodles 3.7 oz	\$3.30
Food Item	2438	Oatmeal Maple Brown Sugar 1.51 oz	\$1.25
Medicine	0612	Advil 2 Pk	\$1.95
Seafood Item	6178	Fresh Catch Mackerel 3.53 oz (pouch)	\$3.92
Seafood Item	6181	Fresh Catch Sardines - Hot Tomato Sauce 3.53 oz (pouch)	\$2.90
Seafood Item	6189	Fresh Catch Fishsteaks - Spicy Mustard 3.53 oz (pouch)	\$3.30
Seafood Item	6190	Fish Steak - Green Chili Oil 3.53 oz (pouch)	\$3.30
Seafood Item	6721	Fish Steak LA Hot Sauce 3.53 oz (pouch)	\$3.30
Seafood Item	6826	Fresh Catch Tuna 4.23 oz	\$3.81
Soup	6013	Maruchuan Cajun Chicken- clear panel	\$0.69
Soup	6016	Maruchuan Chili Lime Shrimp - clear panel	\$0.69
Soup	6018	Maruchuan Texas Beef - clear panel	\$0.69
Soup	6026	Maruchuan Chili Ramen - clear panel	\$0.69
Soup	6046	Maruchuan Chicken Ramen - clear panel	\$0.69

VENDING MENU

Category	Item #	Keefe Item Description	Price
Soup	6048	Maruchuan Beef Ramen- clear panel	\$0.69
Soup	6052	Maruchuan Hot and Spicy Vegetable Ramen - clear panel	\$0.69
Soup	6053	Maruchuan Cajun Shrimp - clear panel	\$0.69

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ATTACHMENT F.6

INMATE ACCOUNT DEPOSIT FEE SCHEDULE

DRAFT

INMATE ACCOUNT DEPOSIT FEE SCHEDULE

Credit Card	By Computer	By Phone	By Kiosk
Deposit Amount	Online Computer Deposits	Credit Card Deposits by Phone	Credit Card Deposits at Kiosk
\$20.00 to \$99.99	\$6.95	\$7.95	\$6.95
\$100.00 to \$199.99	\$7.50	\$8.50	\$7.50
\$200.00 to \$300.00	\$7.95	\$8.95	\$7.95

Cash Deposit Amount	Cash Deposits at Kiosk
\$20.00 - \$300.00	\$5.00

Inmate trust account deposits are limited to \$300.00 per week, as further specified in Paragraph 9.9.1 (Inmate Account Deposit Requirements) of Exhibit A (Statement of Work).

ATTACHMENT G.1

CONTRACTOR'S DELIVERY PLAN

DRAFT



CONTRACTOR'S DELIVERY PLAN

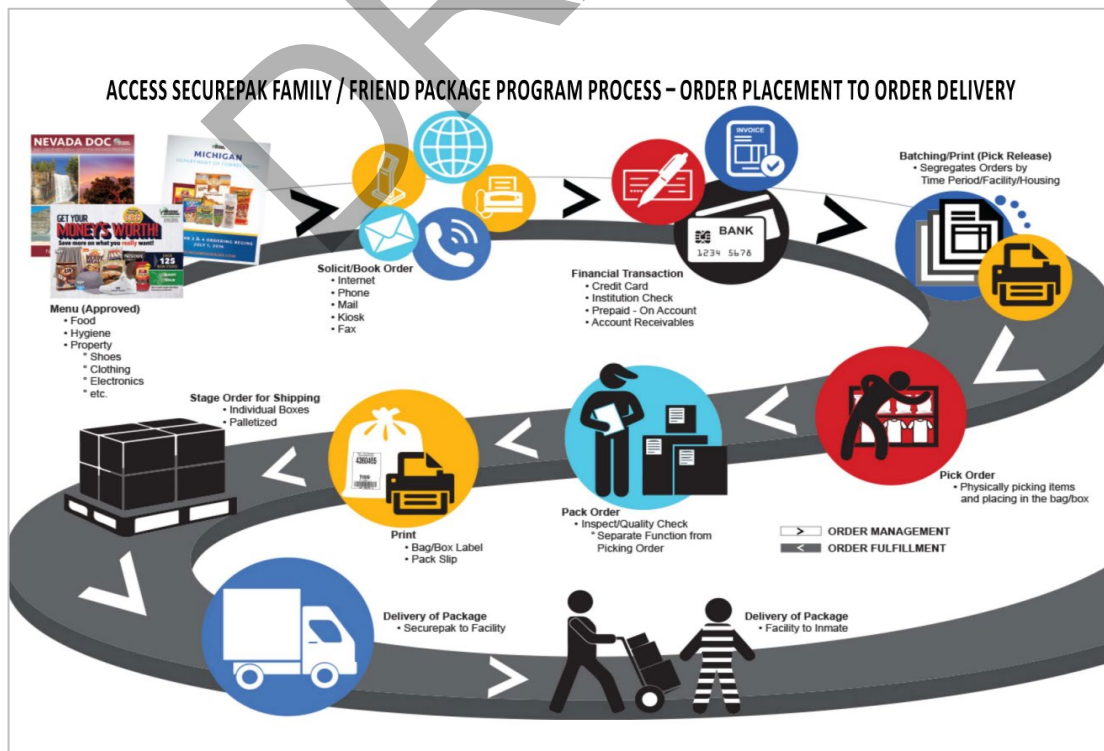
Commissary

Keeffe will continue with our current commissary processing and delivery timeline. Orders are picked up from the facility by Keeffe staff, processed and delivered by Keeffe staff within 24 hours.

Commissary Operations Schedule						
Facility	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Men Central	SF	DO				
CRDF		SF	DO			
Pitchess Det Center			SF	DO		
NCCF				SF	DO	
Twin Towers					SF	DO
*Scan Forms Picked Up at 7:00 p.m. (SF)						
** Delivery of Orders at 5:30 p.m. (DO)						

Friends and Family Program

Keeffe will provide inmate Friends and Family members with the ability to place orders for the inmate population from our website. Friends and Family orders are delivered using the Commissary Operation schedule above for each respective facility. Please see below for the Access Securepak Family/Friends Order Process Flowchart





Vending Program

KCN's Debit Pin vending services solution is a unique way to offer on-demand commissary goods to inmates in correctional facilities. KCN's method allows inmates the ability to utilize their trust funds to dispense snacks at a moment's notice when allowed accessibility to each machine.

Every morning our Operations Supervisor will run vending reports to see what the needs are for the location being scheduled on a particular day, as our vending software will allow us to see in advance the needs of every machine.

Once the reports are run, the truck will be loaded with the product needed plus 20% extra in case some vending machines are used from the time we leave the warehouse, and we arrive to the facility.

Keefe's proposed vending refill schedule will be as follows:

Monday	Tuesday	Wednesday	Thursday	Friday
CRDF	CRDF	CRDF		CRDF
	TTCF		TTCF	
MCJ				MCJ
	NCCF		NCCF	
	PDC-N			
	PDC-S			PDC-S
PDC-E		PDC-E		

ATTACHMENT G.2

MAINTENANCE AND DELIVERY SCHEDULE

DRAFT

MAINTENANCE AND DELIVERY SCHEDULE

DELIVERY PLAN COMMISSARY

Commissary Operations Schedule						
Facility	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Men Central	SF	DO				
CRDF		SF	DO			
Pitchess Det. Center			SF	DO		
NCCF				SF	DO	
Twin Towers					SF	DO
*Scan Forms Picked Up at 7:00 p.m. (SF)						
**Delivery of Orders at 5:30 p.m. (DO)						

VENDING REFILL SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday
CRDF	CRDF	CRDF		CRDF
	TTCF		TTCF	
MCJ				MCJ
	NCCF		NCCF	
	PDC-N			
	PDC-S			PDC-S
PDC-E		PDC-E		

Delivery:

- Contractor must deliver orders to Inmates Monday through Friday, between the hours of 5:30 P.M. and 10:30 P.M. (Pacific Time), unless otherwise agreed upon by the County and Contractor.

Re-stocking Schedule:

All scheduled re-stocking of Machines must occur Monday through Friday, between the hours of 7:00 A.M. and 5:00 P.M. (Pacific Time), unless otherwise agreed upon by both the County and Contractor. Additional trips to the re-stocking schedule will be at the discretion of the County Project Director and reflected in this Maintenance and Delivery Schedule.

Maintenance Schedule:

- Contractor must provide routine maintenance each time the vending machine is serviced. Maintenance services include cleaning the inside and outside of the machine when restocked, including, but not limited to, each machine's touchscreen keypad.
- Additionally, Contractor must, on a monthly basis, clean compressors on refrigerated machines.

EXHIBIT A

INMATE COMMISSARY AND VENDING SERVICES

STATEMENT OF WORK

DRAFT

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GENERAL

1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department's (Department) Commissary and Vending Services (Services) operation provides Inmates with an opportunity to purchase a variety of commissary-style goods and access to vending machines that dispense snack foods and beverages to the Inmates housed in the Department's Custody Facilities.

These Services generate revenue that is deposited into the Inmate Welfare Fund and spent on Inmate educational programs, vocational training, and other services.

2.0 CUSTODY FACILITIES / INMATE POPULATION

2.1 Custody Facilities

2.1.1 Services are to be provided at the Department's eight Custody Facilities listed below:

Men's Central Jail (MCJ) 441 Bauchet Street Los Angeles, CA 90012	Twin Towers Correctional Facility 450 Bauchet Street Los Angeles, CA 90012
Pitchess Detention Center, North 29320 N. The Old Road Castaic, CA 91384	Pitchess Detention Center, South 29310 N. The Old Road Castaic, CA 91384
Pitchess Detention Center, East 29310 N. The Old Road Castaic, CA 91384	North County Correctional Facility 29340 N. The Old Road Castaic, CA 91384
Century Regional Detention Facility 11705 S. Alameda St. Lynwood, CA 90262	Mira Loma Facility *** 45100 N. 60 th West Lancaster, CA 93536

***Currently closed, but subject to open at any time throughout the Term of the Contract.

2.1.2 The County reserves the right to add, open, remove and/or combine custody housing locations. For any modifications to the Contract based on such changes, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

2.1.3 Notwithstanding the above, any such changes will not affect the County percentage of revenue or any other term or condition of the Contract.

2.2 Estimated Daily Inmate Population

Custody Facilities	Population
Men's Central Jail	3,996
Twin Towers Correctional Facility	2,397
Century Regional Detention Facility	1,455
North County Correctional Facility	3,552
Pitchess Detention Center - East	39
Pitchess Detention Center - North	1,222
Pitchess Detention Center - South	1,225

3.0 GENERAL WORK REQUIREMENTS FOR COMMISSARY AND VENDING SERVICES

3.1 Days and Hours of Operation

3.1.1 Commissary/Vending operations are Monday through Friday between 8:00 A.M. and 5:00 P.M. (Pacific Time). Contractor must provide a 24-hour message system for Service calls.

3.1.2 Contractor must adhere to the Work schedules set forth in Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.

3.1.3 County Holidays

The County and Contractor may make temporary adjustments to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW to accommodate the County-observed holidays listed below:

- New Year's Day – January 1st
- Martin Luther King Day – 3rd Monday in January
- President's Day – 3rd Monday in February
- Cesar Chavez Day – Last Monday in March
- Memorial Day – Last Monday in May
- Juneteenth – June 19
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Indigenous People's Day – 2nd Monday in October
- Veteran's Day – November 11th

- Thanksgiving – 4th Thursday in November
- Friday following Thanksgiving – 4th Friday in November
- Christmas – December 25th

3.1.4 Any request to adjust Work schedule(s) must be submitted in writing to County Project Director two weeks prior to any proposed schedule change(s).

3.2 Contractor Responsibilities

Contractor and Contractor personnel performing Work under the Contract must comply with the requirements of this SOW, including, but not limited to, Attachments E.1 – E.9 to this SOW, and as further specified in Paragraph 7.0 (Administration of Contract - Contractor) of the Contract.

3.2.1 Service Implementation Plan

3.2.1.1 Prior to commencement of Work, Contractor and County Project Manager must finalize a written implementation plan to transition Services from the prior vendor to Contractor. The implementation plan will address the following:

a. Commissary/Vending Product Master List

A master list containing all products to be sold to Inmates via commissary and vending Services will be finalized by Contractor and the County, and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW, as further specified in Paragraph 4.1 (Product Master List) below,

b. Delivery Plan

Contractor's delivery plan for ensuring the secured delivery of all products to the designated Custody Facilities [refer to Paragraph 9.7 (Contractor's Delivery Plan) of this SOW], and

c. Vending Machine Phased Installation Plan

A phased-implementation plan detailing the Vending Machine equipment removal/installation process must be finalized by Contractor and the County, and will be affixed to the Contract as Attachment C.3 (Vending Machine Phased Installation Plan) to this SOW. Contractor's installation plan must include a timeline, agreed to by the parties, for completion of all Vending Machine installations.

Contractor must coordinate with the outgoing vending contractor, in conjunction with County Project Director, to

replace existing vending machines and equipment with Contractor's new Vending Machines and equipment [refer to Attachment C.1 (Vending Equipment List by Facility) to this SOW], as directed by County Project Director.

- 3.2.1.2 Upon the County's final approval of the implementation plan, the County will provide written authorization to Contractor to proceed with Services, at which point the implementation plan will commence.

3.2.2 Requirements Before the Start of Work, Contractor Personnel

3.2.2.1 Inmate Trust Account Application / Interface

- a. The Department utilizes a Jail Information Management System (JIMS) application as an Inmate trust accounting system to manage Inmate trust accounts. The County owns and manages an interface to JIMS. The County will provide Contractor access to the interface to support the ordering of goods.
- b. Contractor must configure its point of sale (POS) system to meet the Department's data network requirements as listed in Exhibit B (Business and Technical Requirements) and Exhibit H (County's Information Security and Privacy Requirements) to the Contract.
- c. The County may require modifications to Contractor's system at any time if it believes security of the network may be compromised. The County reserves the right to lock Contractor out of the data network during such security breach.
- d. Contractor must notify County Project Manager immediately upon identification of any potential or actual electronic security incident (security incident), including but not limited to any breach or security attack. Contractor must provide a written report and assessment regarding all actions taken concerning each identified security incident, including, but not limited to, any breach or security attack, the network status, potential impact(s) to the Department, and Contractor's timeline to implementing corrective measures [refer to Attachment E.9 (Sample Security Incident Report) to this SOW]. Each security incident must be categorized according to its criticality as either minor or major, as follows:

- i. For a minor security incident, which causes or may cause limited loss of confidentiality, integrity, protection and/or availability of Contractor's application, the report and assessment must be provided within 24 hours following the identification of the minor security incident.
- ii. For a major security incident, which causes or may cause significant and catastrophic loss of confidentiality, integrity, protection, and/or availability of Contractor's application, the report and assessment must be provided within eight hours following identification of the major security incident.

The County, in its sole discretion, will determine the security level of each incident.

3.2.2.2 Background and Security Clearance

- a. Contractor personnel must undergo and successfully pass, to the satisfaction of the County, a background investigation performed by the Department prior to being allowed access to any Custody Facility [refer to Paragraph 7.5 (Background and Security Investigations) of the Contract].
- b. Contractor must provide County Project Director with a completed Attachment E.6 (Entry Application for Custody Facilities) to this SOW, for all Contractor personnel performing Services under this Contract and entering Custody Facilities on behalf of Contractor.
- c. The Department's Religious and Volunteer Services (RVS) will conduct all background and security clearances and register all approved Contractor personnel in the Department's Jail Entry Tracking System (JETS). All fees associated with background and security clearances will be at Contractor's sole expense.

3.2.2.3 Contractor personnel performing Work under the Contract are required to read and complete a Contractor's Employee Acknowledgement and Confidentiality Agreement [refer to Paragraph 7.6.1 (Confidential Information) of the Contract].

3.2.2.4 Jail Orientation

- a. Contractor personnel must attend a mandatory four-hour jail orientation prior to performing Work in a Custody Facility.

- b. Contractor personnel must have successfully passed the Department's security background check prior to attending the mandatory four-hour jail orientation.
- c. The mandatory four-hour jail orientation will be provided by the Department. However, Contractor is responsible for all costs associated with Contractor personnel's attendance at the jail orientation.

3.2.2.5 Ethical Conduct Training

- a. Contractor must, at Contractor's sole expense, train or facilitate personnel training in ethical conduct, with focus on the importance of both lawful and appropriate conduct within a Custody Facility setting.
- b. Contractor personnel must receive no less than two hours of ethical conduct training prior to performing Work in a Custody Facility. The training is intended to raise individual awareness of the common temptations associated with working an assignment of special trust, such as that of vendors inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting. This topic will be re-enforced during the Department's mandatory four-hour jail orientation specified in Paragraph 3.2.2.4 above.
- c. Contractor must submit a course outline to County Project Director for review and approval two weeks prior to the training date.
- d. Contractor may seek to partner with an outside organization to meet the two-hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by County Project Director.
- e. Contractor must provide to County Project Manager class rosters and individual training completion certificates for all personnel who have attended the ethical conduct training.

3.2.3 Uniform and Identification Badge Requirements, Contractor Personnel

- 3.2.3.1 Contractor personnel must wear appropriate clothing/uniform which is clearly labeled with Contractor's name and/or logo on the front and/or backside of each uniformed shirt. Supervisor

clothing/uniform must be easily identifiable and distinguishable from the delivery staff [refer to Attachment E.2 (Grooming and Dress Standards) to this SOW].

- 3.2.3.2 Contractor personnel providing Services in any Custody Facility are required to possess and display company photo identification badges which must include: name of Contractor, employee name, and employee number. Badges and/or identification cards must be clearly visible at all times and unobstructed by other garments. Identification must be presented upon request by Department personnel.
- 3.2.3.3 Prior to entrance into a Custody Facility, Contractor personnel must comply with current Custody Facility entry requirements, which may include the exchange of a government-issued identification card for a Custody Facility pass. Passes must be displayed at all times. Contractor personnel are responsible for returning their Custody Facility pass prior to leaving the Custody Facility.
- 3.2.3.4 Any lost or stolen passes must be immediately reported by Contractor personnel to the on-duty Unit Commander and Contractor supervisor. Contractor Project Manager must provide written notification to County Project Manager of any lost or stolen passes.

3.2.4 Security Requirements, Contractor Personnel

- 3.2.4.1 The County maintains the final authority on all security issues.
- 3.2.4.2 Contractor must exercise security measures consistent with the nature of each Custody Facility.
- 3.2.4.3 Contractor must report to County Project Manager any incident involving Contractor personnel which could negatively impact their ability to interact with Department personnel, affect their security clearance status, or jeopardize the safety and/or security of the Department and its members, within 24 hours of such incident. If circumstances objectively necessitate immediate action, Contractor must immediately inform the on-duty Unit Commander and County Project Director concurrently.
- 3.2.4.4 Contractor is responsible for removing any Contractor personnel performing Services under the Contract, when requested to do so by County Project Manager.

- 3.2.4.5 If Contractor personnel are refused entry or removed from a Custody Facility, Contractor must make immediate telephonic notification to County Project Director, describing the circumstances, as known, leading to the denial or exclusion.
- 3.2.4.6 Contractor personnel, vehicles, and equipment will be subject to search and inspection by Department personnel without notice and at any time while on County property.
- 3.2.4.7 During lockdown situations, County Project Manager or the on-duty Unit Commander may elect to modify or postpone Services. Prior notifications of lockdown(s) will be given to Contractor whenever feasible. During lockdown situations, Contractor will not be held responsible for failing to meet scheduled Services.
- 3.2.4.8 At any time, Contractor's staff may be denied access to a Custody Facility, may be asked to vacate a Custody Facility, or may be required to wait within the Custody Facility based on security considerations and/or emergent circumstances, as determined by the Department in its sole discretion.
- 3.2.4.9 Contractor must promptly notify County Project Director during instances such as those cited above, wherein Contractor is precluded from entering or remaining in the Custody Facility to perform contractual duties.

3.2.5 Conduct, Contractor Personnel

Contractor's personnel must adhere to the following:

- 3.2.5.1 Contractor personnel must not engage in any communication or interaction with any Inmate except as required to provide Services under the Contract. Specifically, Contractor personnel must not give and/or accept for themselves or anyone else, any personal (tangible or intangible) gift, favor, or service, from an Inmate or from an Inmate's family or associates, no matter how trivial the gift or service may seem.
- 3.2.5.2 Contractor personnel must not display favoritism to or preferential treatment of one Inmate or group of Inmates over any other.
- 3.2.5.3 Contractor personnel must not have outside contact (other than incidental contact) with an Inmate, or their family or close associates, except as required to provide Services under the Contract.

- 3.2.5.4 Contractor personnel must not enter into any business relationship with Inmates or their families or associates (e.g., selling, buying or trading personal property), or personally employ them in any capacity.
- 3.2.5.5 Contractor must not interfere with Custody Facility operations while providing Services under the Contract.
- 3.2.5.6 Contractor must not post signs for advertising in Department's Custody Facilities unless prior written approval is obtained from County Project Director.
- 3.2.5.7 Contractor personnel are required to make an immediate notification to the specific Custody Facility Unit Commander upon the discovery of family members, friends, or acquaintances in custody.
- 3.2.5.8 Personal items must be in compliance with #3-01/090.00 of the Department's Custody Division Manual [refer to Attachment E.4 (Security of Personal Property) to this SOW].

Notwithstanding Department policies, procedures, and Unit Orders, the on-duty Unit Commander has the final authority to determine what personal property is allowed within each Custody Facility.

- 3.2.5.9 Contractor must make immediate notification to the on-duty Unit Commander and County Project Manager of any violation of the restrictions mentioned in this Paragraph 3.2.5.
- 3.2.5.10 Any failure of Contractor to report a violation or take appropriate disciplinary action against the offending party(ies) will subject Contractor to appropriate action, up to and including termination of the Contract.
- 3.2.5.11 The County reserves the right to deny or suspend Contractor personnel access to any Custody Facility if found to have violated the provisions of this Paragraph 3.2.5.
- 3.2.5.12 On-site disputes: The on-duty Unit Commander will have the final decision regarding any on-site disputes arising between custody staff and Contractor personnel. The on-duty Unit Commander will notify County Project Manager and Contractor of the issue and resolution of the dispute within one Business Day. Any issues that may be the subject of on-going disputes

will be resolved through the dispute resolution process as stated in Paragraph 8.31 (Notice of Disputes) of the Contract.

3.2.6 On-Site Work, Safety and Security Requirements

- 3.2.6.1 All Work must be conducted in a safe manner and must comply with requirements of state and local rules and regulations and CAL-OSHA safety standards.
- 3.2.6.2 Contractor must record all incidents of occupational injury or accidents affecting Contractor personnel and occurring on County property using Attachment E.8 (Non-Employee Injury Report) to this SOW and report all incidents within 24 hours of occurrence or discovery to County Project Director. Contractor must maintain an on-going report of all personnel injured while on County premises titled "Contractor's Employee Injury Record" and be provided to County Project Manager annually and upon request [refer to Paragraphs 5.1 (Commissary Reports) and 5.2 (Vending Reports) below].
- 3.2.6.3 Contractor personnel are responsible for submitting an itemized tool roster of all Essential Tools to the Custody Facility's entry control station upon entry to the Custody Facility. Contractor's personnel must secure all Essential Tools and personal items. All Essential Tools must be labeled, numbered, and be kept in a lockable container, subject to approval of and possible inspection by Department personnel, when brought into a Custody Facility. Under no circumstances must any Essential Tools be left unattended once brought inside a Custody Facility. Unattended tools will be confiscated by Department personnel.
- 3.2.6.4 Any missing tools, keys, equipment, and any other items must be reported immediately to the on-duty Unit Commander and followed by a written notification to County Project Manager.
- 3.2.6.5 If at any time Contractor fails or refuses to comply with County safety requirements, the Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under the Contract.

4.0 MENU PRODUCT PRICING FOR COMMISSARY AND VENDING

4.1 Product Master List

A master list containing all products to be sold to Inmates via commissary and vending Services will be finalized by Contractor and the County prior to commencement of Work [refer to Paragraph 3.2.1 (Service Implementation Plan) above], and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW, as indicated under Paragraph 4.2.3 of this SOW.

4.1.1 Pricing for all master list products will be determined as follows:

- The finalized Attachment F (Commissary and Vending Product Master List) to this SOW will indicate which products require receipts from local retailers and which are specialty products requiring a letter from the manufacturer/supplier. The determination will be made at the sole discretion of the County.
- For products available for purchase at local retailers, prices must be equal to or lower than the average retail pricing from three local retailers. For the purpose of this Statement of Work, "local retailers" is defined as full-service grocery stores, retail stores, department stores, and wholesaler stores (e.g., Vons, Ralphs, Target, Walmart, Costco, etc.), subject to County Project Manager's approval, located within the County of Los Angeles. Receipts from gas stations, mini-marts, and convenience stores will not be accepted.
- For specialty products not available for purchase at local retailers, as determined by the County, the County and Contractor will work together to establish the initial pricing.
- Additionally, pricing for all products listed in the original master list pricing will include Contractor's discounted price percentage [refer to Exhibit C (Price Schedule) to the Contract].

4.1.2 Prices for all original master list products will remain firm and fixed for the first year following the Contract Effective Date. Thereafter, the parties agree to review the pricing for all original master list pricing annually, as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) below.

4.1.3 Pricing for any new products introduced within the first year of the Contract, will remain firm and fixed until the end of the first year following the Contract Effective Date. Thereafter, the parties agree to review the pricing for all original master list pricing annually, as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) below.

4.1.4 Postage stamped envelopes and postage stamps are not subject to state and local sales tax. Contractor must sell these products at face value. As postage costs adjust per federal guidelines, Contractor must adjust the cost of postage as needed.

4.1.5 Contractor must immediately notify County Project Manager if a product is out of stock for more than five Business Days. For each out-of-stock product, Contractor must provide County Project Director with the following information:

- Product number,
- Product description,
- Reason product is out of stock, and
- Anticipated product availability date.

4.1.6 New Products

4.1.6.1 Any request to add new products, by the County or Contractor, must be agreed-to by the parties. For any changes to Attachment F (Commissary and Vending Product Master List), a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

4.1.6.2 New products must be categorized based on the product type from the existing menu categories which best represents the product (e.g., large chips, 4 oz. cookies, 20 oz. soda). County Project Director will serve as the final authority in this determination.

4.1.6.3 For each new product available for purchase at local retailers, Contractor must provide to County Project Director a cost comparison from three local retailers (refer to Paragraph 4.1.1 above), using the retail price comparison process indicated in Paragraph 4.2.2 below.

4.1.6.4 For each new specialty product, the County will work with Contractor to establish the initial pricing.

4.1.6.5 Once the pricing for all new products has been verified and agreed to, Contractor must additionally apply its discounted price percentage pursuant to Paragraph 5.1.3 (County's Percentage Discount on Cost of Goods) and Exhibit C (Price Schedule) to the Contract.

4.2 Mandatory Annual Product Cost Comparison

- 4.2.1 At the end of each Contract year, and annually thereafter, Contractor must provide the County with a detailed cost comparison for all products listed in Attachment F (Commissary and Vending Product Master List), using the cost comparison requirements outlined below.
- 4.2.2 Based on the findings from the cost comparison, Contractor will be permitted to request a price adjustment for any or all products for the following two reasons:
- a. There is a verifiable price increase for the subject product(s), based on receipts from full-service grocery stores, retail stores, department stores, and wholesaler stores (e.g., Vons, Ralphs, Target, Walmart, Costco, etc.), subject to County Project Manager's approval, located within the County of Los Angeles. Receipts from gas stations, mini-marts, and convenience stores will not be accepted, or
 - b. For specialty items:
There is a verifiable price increase for the subject product(s), as passed on from their manufacturer/supplier.

All approved menu prices will be inclusive of Contractor's fully burdened price and any negotiated revenue share with the County.

- 4.2.3 Contractor's cost comparison for menu products requiring receipts as shown in Attachment F (Commissary and Vending Product Master List), must come from three local retailers (refer to Paragraph 4.1.1 above). Receipts from hotel gift shops, movie theaters, or any known high-markup stores will not be accepted. Receipts must include store name, location, date of survey, products, and price comparison, using the following guidelines:
- a. For all food products (including beverages), Contractor must average and calculate the "per ounce" cost of the product when submitting receipts.

Example: $\text{cost "per ounce" from receipt 1} + \text{from receipt 2} + \text{from receipt 3} / 3 \text{ (number of receipts)} = \text{averaged base price per ounce} = \text{Inmate cost of product.}$
 - b. For all non-food products, Contractor must average and calculate the base price "per unit" when submitting receipts.

Example: $\text{cost "per unit" from receipt 1} + \text{from receipt 2} + \text{from receipt 3} / 3 \text{ (number of receipts)} = \text{averaged base price} = \text{Inmate cost of}$

product.

- 4.2.4 It is understood by Contractor that the findings from the cost comparison may result in a cost decrease for any or all products. Contractor must disclose any cost reductions to the County that may result in lower menu prices on any products listed in Attachment F (Commissary and Vending Product Master List), thereby lowering the price of the product.

5.0 REPORTING REQUIREMENTS FOR COMMISSARY AND VENDING

The frequency of reports listed in this Paragraph 5.0 is subject to change based upon the needs of the Department. County Project Director will notify Contractor in writing when such change is required. Contractor must submit reports in a form and format as directed by County Project Director. The Department may, from time-to-time request additional reports, which may include, but are not limited to, comparison reports.

5.1 Commissary/Inmate Account Deposit Reports

- 5.1.1 Annual Reports – Contractor must provide the following annual reports to County Project Director by the 10th Business Day following the end of the County fiscal year (July 1 through June 30th), or as mutually agreed upon by the County and Contractor:

- 5.1.1.1 Fiscal Year Comparative Report:
Reports Gross Sales by month and provides total Gross Sales to date over County fiscal year, including bar graphs, which illustrate reported data.

- 5.1.1.2 Yearly Commissary Sales Report:
A yearly report, sorted by Custody Facility and month, which must include:

- a. Gross Sales,
- b. Pre-paid vending machine card sales,
- c. Postage stamps,
- d. Taxable sales,
- e. Non-taxable sales,
- f. Sales tax,
- g. Number of Indigent Kits issued,
- h. Net commission,
- i. Number of orders, and
- j. Average sales per Inmate.

- 5.1.1.3 Contractor must provide an annual financial statement report which includes a yearly Profit and Loss Statement and Balance

Sheet for all County transactions.

5.1.2 Monthly Reports – Contractor must provide the following monthly reports to County Project Director (by the 10th Day of the month following the reporting period):

5.1.2.1 A monthly accounting report sorted by Inmate name, and all products delivered in the order. As a minimum, each listing sorted by Inmate name must include, but not be limited to:

- a. Booking number,
- b. Product ID,
- c. Product Description,
- d. The quantity of:
 - i. Indigent Kits,
 - ii. Gift Assortments,
 - iii. Hygiene Maintenance Kits, and
 - iv. Pro-Per sales.
- e. Unit Price,
- f. Total Sales Tax, and
- g. Total Price.

5.1.2.2 Commissary Sales Summary Report:

A monthly report sorted by week and Custody Facility, which must include, but not be limited to, the following:

- a. Date,
- b. Period covered,
- c. Custody Facility,
- d. Total sales (e.g., stamps, Indigent Kits, Hygiene Maintenance Kits, etc.),
- e. Non-taxable sales,
- f. Taxable sales,
- g. Sales tax,
- h. Gross Commission,
- i. Number of orders, and
- j. Average sale per Inmate.

This report must be submitted with the monthly invoice.

5.1.2.3 Pro-Per Sales Delivery Summary:

A monthly report of weekly sales sorted by booking number which must include, but not be limited to, the following:

- a. Booking number,
- b. Name,

- c. Information must include each purchase,
- d. Beginning “B” account balance,
- e. Total order amount, and
- f. The new “B” account balance.

5.1.2.4 Web Order Sales Delivery Summary:

A monthly report of weekly sales sorted by Inmate name, which must include, but not be limited to, the following:

- a. Inmate name,
- b. Booking number,
- c. Information must include each product purchased, and
- d. Total order amount.

5.1.2.5 Inmate Account Deposit Summary:

- a. Inmate name,
- b. Booking number, and
- c. Total amount deposited per transaction.

5.1.2.6 Complaint Summary Report:

A monthly report including synopsis of the complaints [refer to Paragraph 8.0 (Quality Control/Assurance Plan) of this SOW] which must include, but not be limited to, the following:

- a. Date of complaint,
- b. Type of complaint,
- c. Custody Facility location, and
- d. Resolution.

5.1.2.7 Delivery Fill Rate Report:

A monthly delivery report, sorted by Custody Facility, indicating the delivery fill rate.

5.1.2.8 Sales Analysis Report:

A monthly report, sorted by product and Custody Facility, which shows quantity sold and list price.

5.1.3 Ad Hoc Reports – Contractor must have the ability to provide ISB with ad-hoc query and reporting capability, which must include, but not be limited to:

5.1.3.1 Commissary Inmate Order Summary Report:

Sorted by week, which must include, but not be limited to, the following:

- a. Summary of purchases by Inmates,
- b. Inmate name,
- c. Booking number,
- d. Inmate's housing location,
- e. Inmate's beginning balance,
- f. Total order,
- g. Taxable and non-taxable amount, and
- h. Inmate's new balance.

5.1.3.2 Commissary Trend Report:
Sales trends for top 20 selling commissary products (i.e., top ten selling snacks and top five selling beverages).

5.1.3.3 Contractor must provide, upon County Project Director's request, individual and group (i.e., by Inmate classification or Custody Facility) consumption reports.

5.2 Vending Reports

5.2.1 Contractor must prepare and submit to County Project Director management reports on a quarterly, monthly, or weekly basis. These reports must include, but are not limited to, the following:

5.2.2.1 Due Annually (by the 10th Business Day following the end of the County fiscal year (July 1 through June 30th), or as mutually agreed upon by the County and Contractor):

- Profit and Loss Report.

5.2.1.2 Due Monthly (by the 10th Day of the month following reporting period):

- a. Monthly Sales Summary: Report must include, at a minimum, the total weekly Vending Machine sales sorted by Vending Machine and Custody Facility (location of Vending Machine),
- b. County's Monthly Invoice and Monthly Report,
- c. Top ten selling snack products and top five selling beverages, and
- d. Vending Machine Maintenance Report including, at a minimum, the following:
 - i. Contractor employee name,
 - ii. Date,
 - iii. Time,
 - iv. Custody Facility (location of Vending Machine),
 - v. Vending Machine number, and

vi. Areas of Vending Machine that were cleaned, repaired, and/or replaced.

e. Monthly Complaint Report: Department Complaint Report broken down by date.

5.2.1.3 Due Weekly (Wednesday of the week following the reporting period):

Vending Machine Re-Stocking Report:

A weekly report, which must include, at a minimum: Contractor employee name, date, time, Custody Facility (location of Vending Machine), and Vending Machine number that was re-stocked.

5.2.1.4 With the exception of Attachment F.5 (Vending Menu) to this SOW, all reports must be sorted by, but not limited to, Custody Facility Vending Machine, as applicable, by summary totals.

6.0 TRANSITION AT TERMINATION OF CONTRACT

Upon expiration or termination of the Contract, Contractor must work with the successor contractor to ensure the continuation of uninterrupted Service, as further specified in Paragraph 8.47 (Termination Transition Services) of the Contract.

7.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

7.1 The list of Services used in Attachment B (Performance Requirements Summary Chart) to this SOW, is intended to be consistent with the Contract and this SOW, and is not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that which is defined in the Contract and this SOW. In any case of apparent inconsistency between the Services as stated in the Contract, this SOW, or the PRS, the meaning apparent in the Contract and this SOW will prevail. If any Service listed in the PRS is not clearly and forthrightly set forth in the Contract and this SOW, that apparent Service will be null and void, and will place no requirement on Contractor.

7.2 When Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

7.2.1 Provide Contractor with Attachment A (Contract Discrepancy Report) to this SOW.

7.2.2 Require Contractor to implement a formal corrective action plan, subject

to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

Contractor's failure to implement a corrective action plan within 30 Days from the date of the County's written request, may result in the County assessing liquidated damages as further described in Attachment B (Performance Requirements Summary (PRS) Chart) to this SOW.

- 7.2.3 Reduce payment to Contractor by a computed amount based on the service credits listed in Attachment B (Performance Requirements Summary (PRS) Chart) to this SOW.
- 7.2.4 Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- 7.2.5 Require Contractor to comply with or satisfy the request(s) for improvement of performance, or perform the neglected Work, within ten Business Days. Contractor's failure to remedy the deficiency(s) will constitute authorization for the County to have the Service(s) provided by others. The entire cost of such Work provided by others as a consequence of Contractor's failure to perform, as determined by County, will be credited to County on Contractor's future invoice(s).

This Paragraph 7.0 does not preclude the County's right to terminate the Contract upon 30 Days' written notice, with or without cause, as provided in Paragraph 8.42 (Termination for Convenience) of the Contract.

8.0 QUALITY CONTROL / ASSURANCE PLAN

8.1 Annual Surveys

- 8.1.1 Contractor must issue an annual survey to Inmates to determine their satisfaction with current Services and solicit suggestions for new products. The survey results will include solutions to problems that may occur and/or recommendations to improve efficiency.
- 8.1.2 Contractor must obtain prior written approval from County Project Director regarding the content of the survey before distributing the annual survey.
- 8.1.3 Contractor must provide all survey results to County Project Director within 15 Business Days following the conclusion of the survey.

8.2 Commissary and Vending Quality Control Program

- 8.2.1 Contractor must provide a quality control program, approved by County

Project Director, for addressing and resolving Inmate and Department complaints and concerns relating to Services. Contractor's quality control program must include, but not be limited to, the following:

- a. A method of monitoring to ensure that Contract requirements are being met,
 - b. An e-mail address for Custody Facilities to forward any Inmate or County staff complaints and concerns,
 - c. A toll-free number (only for County-use) for receipt of telephonic complaints and concerns from Inmates and County staff, and
 - d. A record of all inspections conducted by 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, will be provided to County upon request.
- 8.2.2 Contractor must identify Contractor staff responsible for addressing and resolving all complaints and concerns related to the Contract.
- 8.2.3 Contractor must not directly respond to Inmate complaints. Contractor must submit all Inmate complaints to County, thereby allowing County to address such complaints.
- 8.2.4 Contractor must provide to County Project Director a response of all Inmate and Department complaints and concerns relating to Services within 48 hours of receipt of such complaints and concerns, excluding weekends and County-recognized holidays. However, in no instance will the resolution of complaints and concerns relating to Services be delayed more than five Business Days from the date of receipt. County Project Director may request the immediate investigation and resolution of any complaint and concern.
- 8.2.5 Contractor must provide a monthly report listing all complaints and concerns received by Contractor. This report is due on the first Wednesday of the second month following the Contract's Effective Date for complaints and concerns reported the first month of the Contract; and monthly thereafter. The monthly report must be in a form and format approved by County Project Director. At a minimum, the monthly report must include, but not be limited to, the following:
- a. Date the complaint or concern was received,
 - b. How the complaint or concern was received (e-mail, phone call),
 - c. Name(s) of person issuing complaint,
 - d. Inmate booking number (if applicable),
 - e. Vending Machine number(s) and location(s) (if applicable),
 - f. Status as resolved or unresolved,
 - g. Anticipated resolution date (as applicable),

- h. A copy of any received complaint or concern and its resolution (as applicable), as requested by County Project Director, and
- i. Any additional information requested by County Project Director.

8.2.6 Contractor must maintain dated/time-stamped records of all complaints and concerns received in compliance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract. Contractor must keep records of all complaints and concerns for a minimum of one year, unless otherwise specified by County Project Director.

8.3 Quality Assurance Plan

8.3.1 Yearly Meeting

Contractor is required to attend a scheduled yearly meeting. Failure to attend will cause an assessment of \$500.00.

8.3.2 Monthly Title XV Meeting

Contractor is required to attend a scheduled monthly Title XV meeting. Contractor must present a monthly overview of commissary and vending sales, trends and issues, which includes, but is not limited to, sales spikes, billing, inmate complaints, machine maintenance, theft, security concerns involving vending machines, and any other problems being identified by the County or Contractor. Failure to attend will cause an assessment of \$50.00 per occurrence.

8.3.3 Contract Discrepancy Report (Attachment A to this SOW)

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

The County Project Manager will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Manager within seven Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to County Project Manager within 30 Business Days.

8.4 County Observations

In addition to Department contracting staff, other County personnel may observe performance and activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel will not

unreasonably interfere with Contractor's performance.

9.0 COMMISSARY SERVICES

Contractor's Commissary Services must provide Inmate with an opportunity to purchase a variety of commissary-style goods and must meet the County's specifications detailed in this Paragraph 9.0.

9.1 Commissary Menu

The County will determine, in its sole discretion, what products will be made available to the Inmate population. The master list containing all products to be sold via commissary services will be finalized by Contractor and the County prior to the commencement of Work [refer to Paragraph 3.2.1 (Service Implementation Plan) above], and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW.

- 9.1.1 Any request for changes to the Master List by the County or Contractor must be agreed-to by the parties. For any such changes, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 9.1.2 Contractor must keep the County apprised of new or alternative products that are available for possible inclusion in the master list. All product additions or deletions must be approved in writing by County Project Director as provided in Paragraph 4.1.6 (New Products) above.
- 9.1.3 Contractor must make the following categories of commissary products available for purchase, including, but not limited to:
 - Hygiene products,
 - Stationery,
 - Food,
 - Over-the-counter medication,
 - Postage stamps, and
 - Inmate Kits and Assortments (refer to Paragraph 9.14 (Kits and Assortments) of this SOW).

The categories listed above may change at the sole direction of the County, in consultation with Contractor.

- 9.1.4 Contractor must ensure that no product listed in Attachment F (Commissary and Vending Product Master List) to this SOW contains any of the following products or ingredients:

- Alcohol (ethanol, isopropyl, etc.),
- Flammable or combustible fluids,
- Fresh fruit,
- Bulk sugars greater than 1 oz. assortments,
- Dried fruit (not contained in or baked into another product),
- Tobacco products, and
- Marijuana, THC, or CBD products.

9.2 Specialty Offerings

9.2.1 Vending Debit Cards (Temporary Menu Item)

While Contractor completes the successful installation of all its Vending Machines, Contractor must temporarily include Vending Debit Cards as a product offered for sale [refer to Paragraph 3.2.1.1(c) above]. Vending Debit Cards will be listed separately on the approved commissary order form and will be temporarily used to make Vending Machine purchases as further specified in Paragraph 10.0 (Vending Services) of this SOW.

- 9.2.1.1 Contractor will be required to maintain its current agreement with the County's vending machine provider. Contractor must work with the County's vending machine provider to obtain the pre-paid vending machine cards. Contractor may include a handling fee for the pre-paid vending machine cards not to exceed \$0.75 per card. This agreement between Contractor and the vending machine provider will be independent of any agreement with the County, and it must be executed prior to Contractor beginning Services under the Contract.
- 9.2.1.2 Contractor must sell Vending Debit Cards in denominations of \$10 and \$20.
- 9.2.1.3 Contractor may only sell a maximum of four Vending Debit Cards per week per Inmate with a combined dollar amount not to exceed \$60.
- 9.2.1.4 Contractor must ensure Inmate's booking number and name are printed on all Vending Debit Cards.
- 9.2.1.5 The County will give written notice to Contractor of any change to the Vending Debit Card dollar limit. Any such change must be executed via a Change Notice pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 9.2.1.6 Vending Debit Card purchases are counted against the Inmate's \$300/week spending limit.

9.2.1.7 Vending Debit Cards are not subject to state and local sales tax.

9.2.1.8 Following Contractor's successful installation of all its Vending Machines, as determined by the County, Contractor must work with the County to delete Vending Debit Cards from Attachment F (Commissary and Vending Product Master List) to this SOW. For such modification, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.2.2 Electronics (Optional)

9.2.2.1 At any time throughout the Term of the Contract, the County may decide to add electronics (e.g., AM-FM radios, televisions, etc.) as products for sale.

9.2.2.2 The specifications for these products will be determined by the County, and must be approved and tested before being added to Attachment F (Commissary and Vending Product Master List) to this SOW.

9.2.2.3 Prior to the addition of any electronic products, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.3 Contractor is responsible for printing and distributing menus [refer to Attachment F.1 (Commissary Housing Menus)] derived from Attachment F (Commissary and Vending Product Master List) to this SOW, to all Custody Facilities. In addition, Contractor is responsible for providing electronic copies of all menus to County Project Director.

Additionally, Contractor is responsible for providing sufficient promotional material to be posted by the County.

9.4 Contractor must ensure that any orders submitted by restricted Inmates are not fulfilled based on their housing location. County Project Manager will provide Contractor with a list of housing modules for every Custody Facility, which will include Inmate classifications or restrictions.

9.5 Notwithstanding, the County has the sole and exclusive authority to require Contractor to remove any products which the County determines to be inappropriate, or a safety and health risk. Such removal must be executed immediately following notification from the County.

9.6 Inventory Controls, Contractor

- 9.6.1 Contractor is responsible for ordering, receiving, storing, and accounting for all commissary products necessary for commissary operations.
- 9.6.2 Contractor must maintain all inventory offsite and is responsible for all inventory maintenance and controls, including rotation and/or purging of all perishable stock.
- 9.6.3 Contractor must sell and deliver only those food products which are individually dated and packaged for individual consumption.
- 9.6.4 All Contractor's products must have an expiration or "sell by" date of at least seven Days after the delivery date.
- 9.6.5 The County will not be responsible for any losses and/or damages suffered by Contractor related to failure to maintain appropriate inventory controls.
- 9.6.6 In addition, the County will not be responsible for any losses suffered by Contractor and/or Contractor's personnel related, but not limited to, the following:
 - Property destruction by Inmates,
 - Fire,
 - Theft,
 - Floods,
 - Insects, or
 - Rodents.

9.7 Contractor's Delivery Plan

- 9.7.1 Contractor's secured delivery plan and schedule must be approved in writing by County Project Director prior to commencement of Work and will be memorialized within the Contract [refer to Attachments G.1 (Contractor's Delivery Plan) and G.2 (Maintenance and Delivery Schedule) to this SOW] as a standard operating procedure for Contractor staff. Contractor's delivery plan must include, but not be limited to, retrieving, processing, and delivering orders to Custody Facilities located 15-78 miles apart having the estimated Inmate populations stated in Paragraph 2.2 (Estimated Daily Inmate Population) of this SOW. Contractor's written delivery plan must include, but not be limited to, the following:
 - a. Providing the County with tamper-proof, wheeled storage containers with a locking mechanism, to be used as delivery carts and operated

as follows:

- The storage containers must remain locked until Contractor's personnel open the cart and remove the merchandise to be delivered. Once complete, it must be locked and re-secured.
 - The storage containers must arrive and leave each Custody Facility in Contractor's delivery vehicle. All storage containers must be inspected by Contractor personnel prior to leaving the facility. Any non-merchandise products that are left on or in the storage containers must be removed and discarded. Any Contraband or suspicious products recovered during this inspection must be reported to the Custody Facility's Unit Commander immediately.
- b. Utilizing the County-designated temporary staging area at each Custody Facility to temporarily unload storage containers prior to Inmate delivery. Contractor must assume all responsibility for inventory stored in the staging areas provided by the County.

9.7.2 Delivery Requirements, General

- 9.7.2.1 Contractor's warehouse must be equipped with 24/7 surveillance cameras throughout every point of the commissary delivery process (e.g., production line, loading and delivery, etc.) to ensure that Contraband is not placed in an Inmate's order. Surveillance camera tapes and/or digital records must be maintained for 60 Days and be available to County Project Manager, upon request, at no-cost to the County.
- 9.7.2.2 Contractor must ensure all commissary products are locked and secured in their respective storage containers prior to leaving Contractor's facility for delivery to the designated Custody Facilities.
- 9.7.2.3 Delivery methodology must be based on the security measures at each Custody Facility and is subject to approval by the Custody Facility Unit Commander. Deliveries must be coordinated with Custody Facility staff.
- 9.7.2.4 Contractor must provide overall management and on-site supervision of the commissary delivery process. Contractor's supervisor must be present and available to Custody staff at all times during the commissary distribution to Inmates.
- 9.7.2.5 Commissary orders must be grouped, boxed, and carted according to Inmate housing units. Carts and boxes must be

clearly marked to reflect the name of the housing unit. Orders for Inmates from different housing units must not be combined into the same cart or box. Contractor must secure the collection and removal of carts and/or boxes following commissary delivery.

- 9.7.2.6 Contractor must require proper identification from each Inmate prior to distributing commissary orders. The Inmate's wristband must be properly attached to the wrist and must clearly display the Inmate's booking number.
- 9.7.2.7 Contractor must deliver individual Inmate commissary products and specialty kits in clear, perforated, plastic bags with tamper proof seals. The bags must be constructed of at least .002 inch poly film with dimensions not to exceed 20" x 17" x 28". Bag perforations shall ensure that no liquid may be stored in the bag. All bags must include a tamperproof seal of a design that is subject to approval by County Project Manager.
- 9.7.2.8 Contractor must include a copy of the order receipt sealed within the bag. The order receipt must be positioned in the bag so that the Inmate's name and booking number are clearly visible from the outside of the bag. Contractor must include the following information on the order receipt:
 - Inmate Name,
 - Inmate Booking Number,
 - Inmate Housing Location,
 - Invoice Number,
 - Products and Quantities Ordered,
 - Total Purchase Amount,
 - Beginning Trust Account Balance, and
 - Ending Trust Account Balance.
- 9.7.2.9 Contractor must obtain Inmate's signature and booking number on order receipt to acknowledge that the Inmate has received the correct commissary order.
- 9.7.2.10 Contractor must maintain copies of the order receipts in compliance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 9.7.2.11 Contractor must **temporarily** work with the County's vending machine provider to obtain the pre-paid vending machine cards [refer to Paragraph 9.2.1 (Vending Debit Cards (Temporary Menu Item)) above].-Prior to delivery of Vending Debit Cards to

Inmates, Contractor must ensure the Inmate's booking number, name, and date of purchase are printed on all pre-paid cards, while safeguarding the cards pin number from being compromised.

9.7.2.12 All commissary orders (i.e., scantron, Inmate tablet application, and web orders) must be delivered Monday through Friday between 5:30 P.M. to 10:30 P.M. in accordance with Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, or as mutually agreed upon by the County and Contractor. The County may request to schedule a second delivery within the same week to any facility. This could be due to a high volume of orders, or if Contractor is unable to complete deliveries between 5:30 P.M. – 10:30 P.M.

9.7.2.13 Modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, must not be made without prior written authorization by County Project Director. To effect such modification, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

Notwithstanding, the County and Contractor may make temporary adjustments to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, to accommodate County-observed holidays pursuant to Paragraph 3.1.3 (County Holidays) of this SOW.

9.7.2.14 All deliveries to Inmates must be free of Contraband as defined in Attachment E.5 (Contraband Defined) to this SOW.

9.7.2.15 In the event that Contractor distributes commissary products to the wrong Inmate, Contractor must take immediate corrective action to either credit the Inmate's account or redeliver the order. Any expense related to such erroneous delivery will be the sole responsibility of Contractor and will not reduce the revenue to the County.

9.7.3 Undeliverable Orders

9.7.3.1 In the event that an Inmate is not present during delivery, Contractor must attempt a second delivery on the same date before completion of a commissary delivery. If the delivery cannot be made to the Inmate, a full refund must be issued by Contractor within 48 hours of the attempted delivery.

- 9.7.3.2 When an Inmate has been relocated to another Custody Facility at the time of a commissary delivery, Contractor must issue a full refund to the Inmate within 48 hours of the attempted delivery.
- 9.7.3.3 Orders not delivered must be retained by Contractor. Unclaimed orders must not be left in any custody housing unit with the exception of those unclaimed orders for Inmates who are temporarily unavailable due to court appearance or medical treatment. Contractor must use its discretion to allow Department personnel to sign for the order on the Inmate's behalf.
- 9.7.3.4 Notwithstanding, if a commissary delivery cannot be made due to an Inmate's refusal to accept the order, the Inmate will not receive a refund. Contractor must document the Inmate's refusal by obtaining a signature from the Inmate or Department staff.
- 9.7.3.5 Contractor must provide the County with an undeliverable report within five Business Days of the undeliverable order delivery date.
- 9.7.3.6 Contractor is responsible for restocking returned goods deemed undeliverable.

9.7.4 Delivery Sign-off, Special Circumstances

- 9.7.4.1 The County reserves the right, under special circumstances, to implement a delivery sign-off procedure as determined by County Project Director. Special circumstances may include but not be limited to, the following:
- Force Majeure events,
 - Labor disputes,
 - Facility maintenance/repair difficulties, or
 - Any long-term lock down.
- 9.7.4.2 In the event of the above listed special circumstances, Contractor must obtain the name, employee number, and signature of Department personnel taking possession of any commissary orders for later delivery.

9.8 Commissary Order Methods

9.8.1 Scantron

- 9.8.1.1 Contractor must supply machine-enabled commissary order forms (e.g., scantrons) at no cost to the County. Order forms will contain only those products listed in Attachment F.1 (Commissary Housing Menus) to this SOW.
- 9.8.1.2 Contractor must ensure a sufficient supply of commissary order forms are available at all Custody Facilities, at all times.
- 9.8.1.3 Department staff will collect commissary order forms from Inmates at all County Facilities. Contractor must pick up commissary order forms a day prior to the next scheduled commissary delivery date in accordance with Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.
- 9.8.1.4 Commissary order forms must be verified by Contractor to ensure each form is properly filled out inclusive of Inmate's signature accepting Contractor's sales policy.
- 9.8.1.5 Contractor must not process forms that are incomplete or unsigned.
- 9.8.1.6 Contractor must ensure all orders are processed and delivered by the next scheduled commissary delivery date [refer to Attachment G.1 (Contractor's Delivery Plan) to this SOW].
- 9.8.1.7 All orders submitted via commissary order forms are final and non-refundable, except as detailed in Paragraph 9.7.3 (Undeliverable Orders) above.

9.8.2 Inmate Tablet URL/Application (Optional)

- 9.8.2.1 At any time throughout the Term of the Contract, the County may request that Contractor provide a URL link/application (App) for Inmates to order commissary products and provide a secure connection to the Inmate Trust Account as referenced in Exhibit B (Business and Technical Requirements) of the Contract.
- 9.8.2.2 Contractor must collaborate with the Department's information technology staff and current ICSS contractor to provide a functioning App to be installed on all Inmate tablets. The tablets will be provided and administered by the ICSS contractor.

- 9.8.2.3 Contractor must configure the App to link to the County's existing interface to JIMS [refer to Paragraph 3.2.2.1 (Inmate Trust Account Application / Interface) above].
- 9.8.2.4 Contractor must incur all costs associated with developing, testing and deploying the secure commissary App for Inmate orders via portable tablet devices.
- 9.8.2.5 Contractor must demonstrate the functionality of the App to the County's satisfaction and obtain the County's written approval.
- 9.8.2.6 Contractor must coordinate with the ICSS contractor to install the App on the Inmate tablets.
- 9.8.2.7 Contractors' App must display the information listed in Exhibit B (Business and Technical Requirements) of the Contract.
- 9.8.2.8 Any Inmate tablet order that is determined to be undeliverable for any reason must be refunded within 48 hours.
- 9.8.2.9 Contractor must process all Inmate tablet orders submitted by 8:00 P.M. (PST) on the day prior to the next scheduled commissary delivery date.
- 9.8.2.10 Contractor must ensure all Inmate tablet orders are processed and delivered by the next scheduled commissary delivery date.
- 9.8.2.11 Contractor must provide 24/7 remote technical support to ensure ongoing functionality of the App and perform any software upgrades, virus scanning, and security patches, as applicable, for all Commissary and Inmate Trust Account functions linked to the App.
- 9.8.2.12 Contractor waives any and all claims against the County for compensation related to loss or damage caused by defect, deficiency, impairment of any utility system, fraudulent Inmate ordering activity, or technology issues with the Inmate tablets.

9.8.3 Contractor Commissary Website

- 9.8.3.1 Contractor must provide a public-facing website for families and friends to:
- place commissary orders for delivery to Inmates [refer to Paragraph 9.8.3.4 (Electronic Payment Requirements for

Web Orders) below, and Exhibit B (Business and Technical Requirements) of the Contract], and

- deposit funds to an Inmate's trust account [refer to Paragraph 9.9 (Inmate Account Deposits) below].

9.8.3.2 Contractor's website must be operational prior to the commencement of Work and must meet the County security standards specified in Exhibit H (Information Security and Privacy Requirements) of the Contract.

9.8.3.3 Contractor must provide a toll-free telephone number and e-mail address on the website to facilitate questions or concerns from customers.

9.8.3.4 Electronic Payment Requirements for Web Orders

a. Web orders will track the following transaction information:

- Specific product(s) purchased (as indicated on Contractor website),
- Purchaser's name,
- Inmate's (i.e., recipient's) name,
- Inmate's booking number,
- Main number (if applicable),
- Card holder's name (if different),
- Transaction number (this number can be a tokenized number that can reference the credit card number),
- Billing address,
- Telephone number,
- Email address, and
- Payment authorization number.

b. Contractor's transaction fee must not exceed \$2.00 for each web order. Contractor's transaction fee will remain fixed for the entire Term of the Contract, which includes the Initial Term and any exercised Option Terms [refer to Paragraph 4.0 (Term of Contract) of the Contract].

Notwithstanding the above, in the event of any of the special circumstances listed in Paragraph 8.20 (Force Majeure) of the Contract, the County and Contractor agree to renegotiate Contractor's transaction fees, if in the best interest of the County.

c. An order confirmation number must be emailed to purchaser

following a successful transaction.

- d. Web orders that are determined to be undeliverable for any reason must be refunded within 48 hours.
- e. All transaction records associated with any and all web orders for, or on behalf of Inmates, are the property of County. Transaction records must be made available to Department personnel for review at any time during the entire Term of the Contract.

9.9 Inmate Account Deposits

9.9.1 Inmate Account Deposit Requirements

- 9.9.1.1 Inmates are allowed to have a maximum balance of \$300 in their Inmate trust account at all times.
- 9.9.1.2 Inmate trust account deposits are limited to \$300 per week.
- 9.9.1.3 The County will give written notice to Contractor of any pending change to Inmate trust account deposit limits. Any such change will require a Change Notice executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.9.2 Inmate Account Deposits via Interactive Voice Response (IVR) Telephone System

Contractor must establish and maintain an interactive voice-response (IVR)-telephone system for Inmate account deposits. All telephonic payment transactions via credit or debit card and automated inquiries to the IVR must, in real time, update the County's existing interface to JIMS [refer to Paragraph 3.2.2.1 (Inmate Trust Account Application / Interface) above].

- 9.9.2.1 Contractor must provide customers with a toll-free number, automated telephone call directory services, and interactive voice response capabilities, as needed.
- 9.9.2.2 Contractor must provide trained account management staff in local (Los Angeles and/or surrounding counties) office facilities to manage and respond to all escalated issues.
- 9.9.2.3 Contractor must ensure that all calls are answered by the fourth ring and must be personally answered by a Contractor representative in not more than six minutes from the time live

agent is requested.

- 9.9.2.4 Contractor's customer-service telephone hours must be from 8:00 A.M. to 5:00 P.M. (Pacific Time), including the lunch hour, on all County Business Days.
- 9.9.2.5 Contractor must ensure that the IVR component of the telephone system is active 24/7.
- 9.9.2.6 Contractor must ensure that all customers who utilize the IVR to process an Inmate trust account deposit are provided with an audio advisory that an electronic processing transaction fee will be charged to the customer's transaction.
- 9.9.2.7 Contractor's IVR must comply with the most current Payment Card Industry Data Security Standard (PCI-DSS) encryption standards for Contractor's IVR and upon request by the County.
- 9.9.2.8 Contractor must not store into digital memory, nor record manually, any credit card information used to process Inmate account deposits via Contractor's IVR; including, but not limited to credit card numbers, expiration date, CID numbers, and personal identification numbers (PINS).

9.9.3 Inmate Account Deposits via Contractor's Commissary Website

Contractor's Commissary website must provide customers with the option to deposit funds into an Inmate's trust account.

- 9.9.3.1 Contractor must ensure that the website is accessible 24 hours per day, seven days per week.
- 9.9.3.2 Contractor must provide a toll-free helpdesk phone number on its website, located and centered in prominent view, to facilitate questions and/or concerns from customers. Contractor's helpdesk telephone hours must be from 8:00 A.M. to 5:00 P.M. (Pacific Time), including the lunch hour, on all County Business Days.

9.9.4 Electronic Payment Requirements for Inmate Account Deposits

- 9.9.4.1 Contractor must receive payments from the public, directed to recipients by way of the Services provided through Inmate Account Deposits.
- 9.9.4.2 Contractor's Inmate Account Deposits Services must track the

following transaction information:

- Amount of deposit,
- Purchaser's name,
- Inmate's (i.e., recipient's) name,
- Inmate's booking number,
- Main number (if applicable),
- Card holder's name (if different),
- Transaction number (this number can be a tokenized number that can reference the credit card number),
- Billing address,
- Telephone number,
- Email address, and
- Payment authorization number.

9.9.4.3 Contractor's transaction fees for each Inmate account deposit must not exceed the fees set forth in Exhibit F.6 (Inmate Account Deposit Fee Schedule) to this SOW. Contractor's transaction fee must remain fixed for the entire Term of the Contract, which includes the Initial Term and any exercised Option Terms [refer to Paragraph 4.0 (Term of Contract) of the Contract].

Notwithstanding the above, in the event of any of the special circumstances listed in Paragraph 8.20 (Force Majeure) of the Contract, the County and Contractor agree to renegotiate Contractor's transaction fees, if in the best interest of the County.

9.9.4.4 Contractor's digital deposit confirmation receipt must have the transaction number, date & time stamp, amount deposited, recipient's name, account number, payers/donor's name, etc., and must be emailed to customers following a successful transaction.

9.9.4.5 All transaction records associated with all Inmate trust account deposits are the property of the County. Transaction records must be made available to Department personnel to access, view/review, download, etc., at any time during the entire Term of the Contract.

9.9.4.6 Contractor must transfer the payment files to the County on a daily basis. Contractor must deliver payments to the County by the second Business Day following (but not including) the day of the transaction by means of an electronic funds transfer (EFT) to the County's designated bank account.

Notwithstanding the above, Contractor, in its sole discretion, reserves the right to delay its acceptance of any transaction that Contractor determines to be suspicious and warrants further investigation. The County acknowledges and agrees that Contractor may reject or cancel any proposed transaction should Contractor determine the transaction is being made for an improper or illegal purpose.

- 9.9.4.7 Contractor must provide the County with Contractors online interface to review daily payment information.
- 9.9.4.8 Contractor is responsible for responding to and resolving inquiries and complaints from customers arising out of Contractor's failure to timely transmit any payment to the recipients account and to the County.
- 9.9.4.9 Contractor must electronically transmit and deliver the daily payment files to the County's bank account via an ETF. The County will provide Contractor with the required bank account information for transmission of an EFT. The County agrees to provide Contractor with reasonable notice of any changes to the County's bank account information.
- 9.9.4.10 Overpayments: Contractor must work collaboratively with the County on all overpayments. Upon the County's verification of any overpayment made by Contractor, the County will reimburse Contractor within ten Business Days, given written notice and documentation provided. This includes, but is not limited to, duplicate payments, payments refunded to customers by Contractor and any incorrect payments.

If Contractor wants to deduct the amount of any such overpayments from any future payment amounts transmitted by Contractor to the County, Contractor must notify the County, and receive written approval, prior to any deduction of overpayment.
- 9.9.4.11 Contractor must assume all liability, responsibility, and risk of loss associated with its breach of any of the terms or conditions within this Exhibit and/or its negligence in the performance of its duties hereunder.
- 9.9.4.12 Contractor may, in its sole discretion, suspend, terminate or place restrictions on any customer's ability to use the Services.
- 9.9.4.13 Contractor must work collaboratively with the County to

recover funds from Inmate trust accounts for any chargebacks that are ultimately not reversed by the card processor.

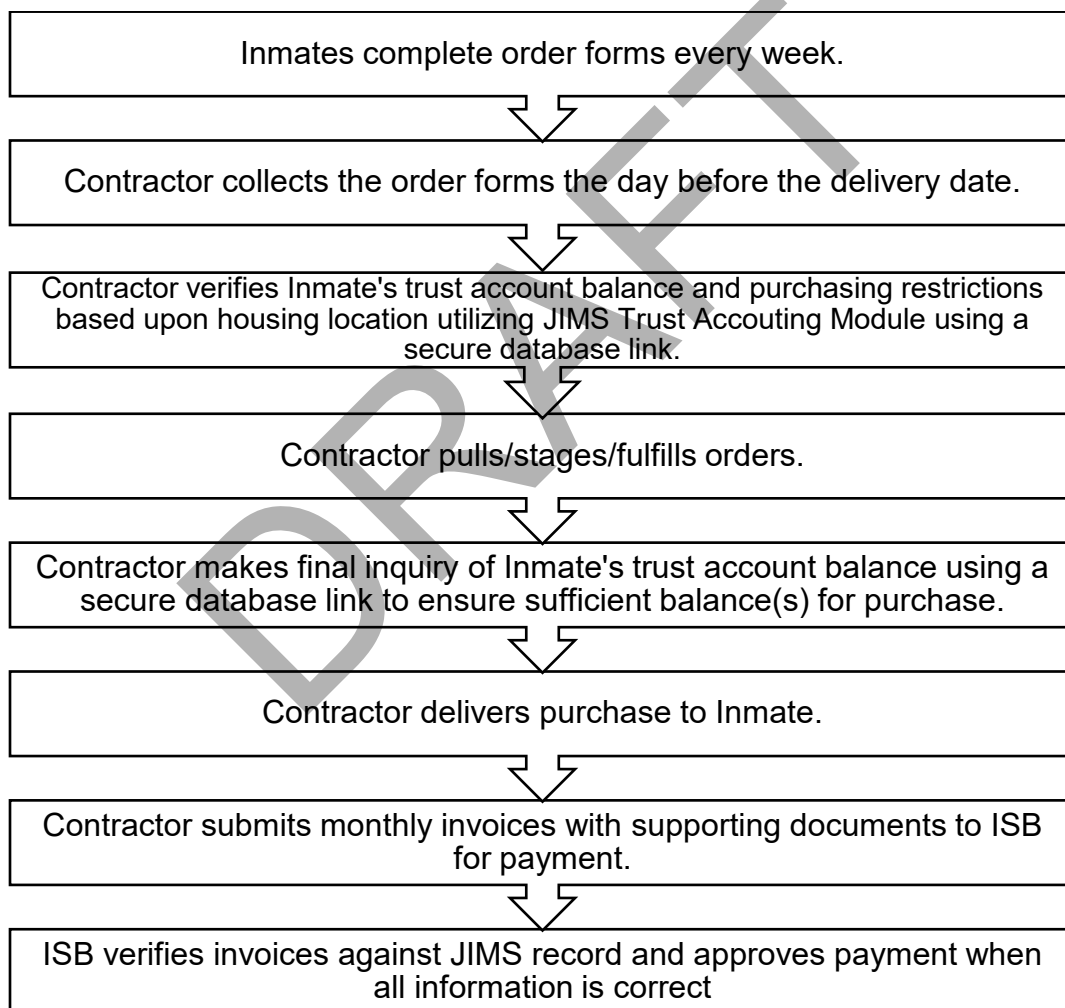
- 9.9.4.14 Chargebacks: Contractor is responsible for pursuing the chargebacks through the card association's dispute resolution processes, if appropriate in Contractor's sole discretion. Upon written request from Contractor, the County may, in its sole discretion, assist Contractor by providing requested and relevant information needed to pursue the chargeback.
- 9.9.4.15 With the exception of cash, check/money order deposits accepted via the Department's cashier, Contractor has the exclusive 3rd party right to provide the Services for the County and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Contractor.
- 9.9.4.16 Payment Processing: Contractor must process all transactions submitted to the applicable payment network. Once payments are authorized and approved, Contractor cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Contractor are non-refundable to the customer by Contractor. Customers may have additional refund or chargeback rights under the cardholder agreement with the card issuer or applicable law.
- 9.9.4.17 Refunds: Contractor is responsible for processing all customers' refund requests due to overpayments, duplicate payments, or system anomalies that are not the fault of the customers. However, if a customer requests a refund, Contractor will not be responsible for making those funds available if they have been already settled to a designated Inmate trust account by Contractor or are beyond Contractor's control.
- 9.9.4.18 If the County or customer issue inconsistent instructions or requests to Contractor, the County's instructions will control and the County will reimburse, defend, indemnify, and hold Contractor harmless from any and all losses, costs, and expenses (including reasonable attorneys' fees) as a result of complying with the County's instructions.
- 9.9.4.19 At any time throughout the Term of the Contract, the County, in its sole discretion, may request for Contractor to install kiosks to accept cash, debit and credit card payments for

Inmate trust account deposits. Contractor must provide kiosks at no cost to the County.

Transaction fees for all Inmate trust account deposits processed via the kiosks will be as specified in Exhibit F.6 (Inmate Account Deposit Fee) to this SOW.

The County will be responsible for providing electrical outlets for the requested kiosks. Contractor will be responsible for maintaining the kiosks, including the Internet Service Provider, network infrastructure, and network drops.

9.10 Inmate Commissary Order Process - Contractor



9.11 Inmate Spending Limit

- 9.11.1 Inmate scantron and/or Inmate tablet App orders (if applicable) are limited to one order per week.
- 9.11.2 Inmate scantron and/or Inmate tablet App orders are limited to \$300.00 per week, including sales tax. The weekly spending limit includes a limit of \$60.00 for Vending Debit Cards.
- 9.11.3 Public-facing Web orders and Pro-Per orders are exempt from the Inmate spending limit mentioned above.
- 9.11.4 Inmates, on occasion, attempt to submit multiple commissary orders for the week. Contractor must process only the first completed and submitted (via scantron or Inmate tablet App) Inmate order. All subsequent orders are to be disregarded.
- 9.11.5 The County will give written notice to Contractor of any pending change to Inmate ordering and spending limits. Any such change will require a Change Notice executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.12 Refund Policy – Notice to Customer

- 9.12.1 Contractor must process refunds for damaged or undeliverable products as described in Paragraph 9.7.3 (Undeliverable Orders) above. This refund process must be approved by County Project Director. Once approved, the refund policy must be conspicuously posted in all housing areas located in all Custody Facilities, on the Inmate tablet App, and on the public-facing website.
- 9.12.2 Contractor is responsible for providing refunds to the Inmate's trust account within two Days of an undeliverable commissary order due to, but not limited to, the following:
 - An Inmate placed in disciplinary or administrative lockdown prior to receiving a commissary order,
 - Ordered commissary products are damaged or missing prior to products being delivered to the Inmate,
 - Ordered commissary products were not fulfilled by Contractor, or
 - An Inmate has been released from custody prior to receiving their commissary order.
- 9.12.3 Contractor must incur all costs associated with chargebacks and restocking fees for all undeliverable commissary orders and fraudulent payments.

9.13 Inmate Classifications

9.13.1 Indigent Inmate

An Inmate is considered indigent if their trust account balance is less than \$2.00 at the time of commissary ordering. An indigent Inmate is eligible to receive both a Hygiene Maintenance Kit [refer to Paragraph 9.14.1 (Hygiene Maintenance Kits) below] and an Indigent Kit [refer to Paragraph 9.14.2 (Indigent Kits) below] once a week, by completing and submitting a commissary order form, as long as the Inmate falls within these indigent guidelines or is otherwise authorized by the County.

9.13.2 Pro-Per Inmate

An Inmate is considered Pro-Per if they have been recognized by the court as acting as their own legal counsel. Authorization for a Pro-Per Inmate to order from the Pro-Per menu [refer to Attachment F.3 (County's Kits and Assortments) to this SOW], will be determined by the County.

9.14 Kits and Assortments

In accordance with federal, state and local regulations, the County is mandated to provide Inmates with specific hygiene and stationary products, which must be delivered via kits and assortments. The pricing for all products within the kits and assortments will be determined by the parties prior to the commencement of Work.

Contractor must invoice the County on or before the 15th day of the following month for all kits and assortments delivered during the prior month (refer to Paragraph 5.4.2.1(c) of the Contract).

Contractor must ensure all products are delivered in clear, perforated, plastic bags with tamperproof seals that meet the standards stated in Paragraph 9.7.2 (Delivery Requirements, General) above.

9.14.1 Hygiene Maintenance Kits

9.14.1.1 Non-indigent Inmates are not eligible to receive or otherwise purchase Hygiene Maintenance Kits. If a non-indigent Inmate attempts to order a Hygiene Maintenance Kit, Contractor must remove the Hygiene Maintenance Kit from the order prior to delivery.

9.14.1.2 Hygiene Maintenance Kits must be issued as a single unit and made available only to Inmates classified as indigent Inmates. The contents of Hygiene Maintenance Kits are listed in

Attachment F.2 (Indigent Kits) to this SOW.

9.14.2 Indigent Kits

- 9.14.2.1 Indigent Kits must be issued as a single unit and made available only to Inmates classified as indigent. The contents of Indigent Kits are listed in Attachment F.2 (Indigent Kits) to this SOW.
- 9.14.2.2 An indigent Inmate is eligible to receive one pair of reading glasses upon request, but no more than one pair every three months.
- 9.14.2.3 Non-indigent Inmates are not eligible to receive or otherwise purchase Indigent Kits. If a non-indigent Inmate attempts to order an Indigent Kit, Contractor must remove the Indigent Kit from the order prior to delivery.

9.14.3 Pro-Per Kits

- 9.14.3.1 Contractor must deliver Pro-Per Kits as described in Attachment F.3 (County's Kits and Assortments) to this SOW, only to Inmates who are classified as Pro-Per.
- 9.14.3.2 Indigent Inmates identified as Pro-Per may order one Pro-Per Kit per week, by completing and submitting an order form to the Department's legal unit.
- 9.14.3.3 The Department's legal unit will send the Pro-Per order to Contractor for processing. Contractor must deliver the Pro-Per Kits during the regular commissary delivery period.

9.14.4 County Gift Assortments

- 9.14.4.1 At County Project Director's request, Contractor must supply Gift Assortments to Inmates as part of Contractor's Services. The Gift Assortments must be supplied to Inmates on designated holidays, at no-cost to Inmates. The County currently provides one Gift Assortment per year to Inmates during the winter holiday season at County's sole expense.
- 9.14.4.2 The contents of each Gift Assortment [refer to Attachment F.3 (County's Kits and Assortments) to this SOW] will be determined by County Project Director.
- 9.14.4.3 All Gift Assortments must include a message card provided by the County, at no additional cost to County.

- 9.14.4.4 Gift Assortments for various Sheriff stations must be delivered to Inmate Services Bureau (ISB) for distribution.
- 9.14.4.5 The delivery schedule of Gift Assortments to ISB and the various Custody Facilities, will be determined by the County in collaboration with Contractor.
- 9.14.5 The original prices for each product within each kit must include Contractor's discounted price percentage [refer to Exhibit C (Price Schedule) to the Contract]. The price at which each kit and assortment will be sold must be agreed upon by both parties and will be memorialized in Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments) to this SOW. These prices will remain firm and fixed for the first year of the Contract.
- 9.14.6 At the end of the first year of the Contract, and annually thereafter, provided there is a verifiable price increase for the subject product(s), Contractor will be permitted to request a price adjustment for any or all products listed in Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments), using manufacturer price increase letters provided there is a verifiable price increase to the subject product(s), as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) of this SOW.
- 9.14.5.1 In the event of a County-approved price adjustment, Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments) will be amended and restated to this SOW and will be affixed to the original Contract.
- 9.14.5.2 All costs for creating and distributing the Hygiene Maintenance Kits, Indigent Kits, Pro-Per Kits, and County Gift Assortments will be at Contractor's sole expense.
- 9.14.6 At any point throughout the Term of the Contract, the County may request to add, delete, or modify any kits and/or assortments. For any such modification, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

10.0 VENDING SERVICES

10.1 Service Requirements, General

Debit Card Vending Machines (Vending Machines) provided under the Contract will replace existing Vending Machines and must be installed as specified in Attachment C.1 (Vending Equipment List by Facility) to this SOW.

10.2 Vending Machine Installations

- 10.2.1 Contractor assumes all costs associated with the purchase, installation and maintenance of all required Vending Machines as further specified in Attachment C.1 (Vending Equipment List by Facility) to this SOW.
- 10.2.2 In order to ensure there is no disruption of Services, Contractor must coordinate with current vending contractor to complete its phased installation of all Vending Machines, as further specified in Paragraph 3.2.1.1(c) (Vending Machine Phased Implementation Plan) of this SOW.
- 10.2.3 It is expected that a minimum of 220 Vending Machines will be installed.
- 10.2.4 All installations must be completed as stated in Paragraph 3.2.1 (Service Implementation Plan) above or in a manner approved by County Project Director. The installation of features or equipment designed to protect the Vending Machines from tampering, theft, burglary or vandalism must be provided by Contractor, at Contractor's sole expense, following written approval by County Project Director.
- 10.2.5 Contractor must provide a solution for ensuring that Vending Machines cannot be moved, tilted, or manipulated once placed in a location. This may include securing the Vending Machine to the floor or wall.
- 10.2.6 Throughout the Term of the Contract, the County may request additional Vending Machine(s) to be installed at a specified Custody Facility. Contractor must install Vending Machine(s) within 48 hours following a request from County Project Director, or as mutually agreed to by the parties.
- 10.2.7 Depending on the installation location of the Vending Machine, Contractor may be required to remove all light bulbs and/or florescent tubes used to back light the front panels of the Vending Machine and replace them with LED strip lighting.

County Project Director may require additional modifications to the Vending Machine, at Contractor's expense, if it is deemed necessary for security reasons.
- 10.2.8 During the Term of the Contract and at Contractor's sole expense, Contractor must install, or reimburse County for all costs associated with the installation of Vending Machine electrical and/or water lines as needed to add equipment listed in Attachment C.1 (Vending Equipment List by Facility) to this SOW. Contractor acknowledges that the County must abide by safety and security regulations which govern infrastructure

modification of Custody Facilities. Should regulations preclude Contractor from performing the actual work associated with installation of Vending Machine electrical and/or water lines, Contractor consents to the County completing the work on Contractor's behalf, and that Contractor will reimburse the County accordingly.

- 10.2.9 Contractor must make no alterations to Custody Facilities or construct any improvements thereon other than for the installation and placement of trade fixtures and other equipment required for the Services provided herein. Any other improvements, additions, alterations, repairs, or changes thereto will require prior written approval by County Project Director and will be at Contractor's sole expense.
- 10.2.10 Contractor must reimburse the County for any and all damages to Custody Facilities arising from the installation, relocation and/or removal of Vending Machines [refer to Paragraph 8.16 (Damage to County Facilities, Buildings or Grounds) of the Contract].
- 10.2.11 Except as provided in Paragraph 3.2.1 (Service Implementation Plan) above, Contractor must only remove Vending Machines installed pursuant to the Contract, and only with prior written approval by County Project Director.
- 10.2.12 Upon the expiration or termination of the Contract, Contractor must remove any and all Vending Machines and improvements located thereon and deliver the facilities to the County in the condition upon which Contractor found them.

10.3 Vending Machine Locations

Attachment C.1 (Vending Equipment List by Facility) provides a listing of Custody Facilities serviced by this Contract. The County reserves the right to add/delete Custody Facilities at any time. Contractor must either relocate or remove the equipment within 24-hours' notice from County Project Director, or as agreed-to by the parties.

10.4 Inmate Vending Card Refunds

- 10.4.1 The County will regularly retrieve all deposited Vending Debit Cards from Contractor-provided container and refund any residual balances to the corresponding Inmate's trust account.
- 10.4.2 After processing refunds, the County will clear all Inmate information from the Vending Debit Card and recycle it for re-use.
- 10.4.3 As part of its phased installation plan, Contractor agrees to discontinue

the sale of Vending Debit Cards at the affected Custody Facility at least three weeks prior to the successful installation of its Vending Machine(s).

Additionally, Contractor must print and post notification of its discontinuance/acceptance of Vending Debit Cards, allowing Inmates to use Vending Debit Cards already in their possession.

- 10.4.5. Upon Contractor's successful implementation of its Vending Machines, in accordance with Paragraph 3.2.1.1(c) of this SOW, the County will refund any residual balances to the corresponding Inmate's trust account.

10.5 Vending Merchandise

- 10.5.1 Contractor must make available the following vending products for purchase including, but not limited to:

- Snack products (e.g., candy, chips, cookies, trail mixes, Top Ramen packaged soups, etc.),
- Cold plastic bottled beverages* (e.g., sodas, water, sports drinks, fruit juices, and tea),
*Beverages are dispensed in standard 20-ounce sizes, unless otherwise approved by County Project Director.
- Healthy alternative food products, and
- OTC medications available in individual packets.

- 10.5.2 Contractor must ensure no product listed in Attachment F.5 (Vending Menu) to this SOW, contains any of the following products or ingredients:

- Alcohol (ethanol, isopropyl, etc.),
- Flammable or combustible fluids,
- Fresh fruit,
- Bulk sugars greater than 1 oz. assortments,
- Dried fruit (not contained in or baked into another product),
- Tobacco products, and
- Marijuana, THC, or CBD products.

- 10.5.3 Contractor is responsible for ensuring that products which contain glass, metal, or any other material that could jeopardize security or be modified into a weapon are not dispensed from Vending Machines.

- 10.5.4 All food products stocked for resale by Contractor must be first-class in quality and comprised of highly recognizable name brands available to the public as further described in Paragraph 10.6 (Vending Menu) below, and Attachment F.5 (Vending Menu) to this SOW; and must conform to federal, state and County food (health) laws, ordinances, and regulations in all respects. The County will determine, in its sole discretion, which

products may be available for sale. County Project Director will notify Contractor in writing of any changes or restrictions.

10.5.5 Contractor must provide and properly maintain the inventory of concession products listed in Attachment F.5 (Vending Menu) to this SOW.

10.5.6 No adulterated, misbranded, outdated, or impure products must be sold or stocked for resale by Contractor. All products kept on hand by Contractor must be stored and handled with due regard for sanitation.

10.5.7 All products placed in any Vending Machine must have the manufacturer expiration or "use-by" dates clearly labeled on the packaging.

Contractor must pro-actively remove any product found to be past the expiration date and replace it immediately, or within 24-hours after request by County Project Director. Contractor must ensure that expiration or "use-by" dates are not tampered with in any way. If any tampering of expiration or "use-by" dates is discovered, the County will assess liquidated damages as further described in Attachment B (Performance Requirements Summary (PRS) Chart) to this SOW.

10.5.8 In addition, the County will not be responsible for any losses suffered by Contractor and/or Contractor's personnel related, but not limited to, the following:

- Property destruction by Inmates,
- Fire,
- Theft,
- Floods,
- Insects, or
- Rodents.

10.5.9 At any time throughout the Term of the Contract, County Project Director may request that Contractor change the type of products sold from a particular Vending Machine. Upon receipt of such notice, Contractor must make the change within 72 hours, unless County Project Director requests immediate removal as specified in Paragraph 10.6 (Vending Menu) below.

10.5.10 Any request by Contractor to add/remove products from Vending Machines must be submitted in writing to County Project Director for review and approval.

10.6 Vending Menu

10.6.1 The list of vending products for resale must be agreed to by the parties

prior to the commencement of Work. Such listing will be affixed to the original Contract as Attachment F.5 (Vending Menu) to this SOW. The initial Vending pricing agreed upon by the County and Contractor will remain firm and fixed for the first year following the Contract Effective Date. Thereafter, the parties agree to review the pricing for all original master list pricing annually, as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) of this SOW.

10.6.2 For any changes requested by the County or Contractor to Attachment F.5 (Vending Menu), a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

10.6.3 At any point throughout the Term of the Contract, County Project Director may request to add or delete specific products. Any change of products must be conducted within 72 hours of such request.

10.7 Vending Schedule: Re-Stocking and Maintenance

Contractor must provide provisions ensuring the safe and secure delivery of all concession products to designated Custody Facilities; specifically guarding against security breaches and introduction of Contraband pursuant to Attachment E.4 (Security of Personal Property) and Attachment E.5 (Contraband Defined) to this SOW.

10.8 Re-Stocking

10.8.1 Contractor must Work with County Project Director to develop its re-stocking and maintenance schedule prior to commencement of Work. The re-stocking and maintenance schedule will be affixed to the Contract as Attachment G.2 (Maintenance and Delivery Schedule) to this SOW. Contractor's re-stocking and maintenance schedule must occur a minimum of twice weekly and coincide with the delivery of commissary goods [refer to Paragraph 9.7 (Contractor's Delivery Plan) of this SOW.

10.8.2 County Project Director may require re-stocking on a more frequent basis (including weekends) if deemed necessary. Such change(s) which are temporary in nature, will be requested in writing.

10.8.3 The County maintains the sole right, under special circumstances, to make temporary modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW. If such change is permanent, it will be memorialized through the change process pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract. Contractor must immediately implement any such modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, once written notice has been provided.

- 10.8.4 Where feasible, County Project Director will make timely notifications to Contractor of any administrative actions, lockdowns, or unexpected emergencies, which may impact Contractor's ability to meet the re-stocking schedule specified in Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.
- 10.8.5 At any time, Contractor's staff may be denied access to a Custody Facility, may be asked to vacate a Custody Facility, or may be required to wait within the Custody Facility based on security considerations and/or emergent circumstances, as determined by the Department in its sole discretion.
- 10.8.6 Contractor must promptly notify County Project Director during instances such as those cited above, wherein Contractor is precluded from entering or remaining in the Custody Facility to perform contractual duties.

10.9 Vending Maintenance Requirements

- 10.9.1 Contractor must inspect and provide maintenance to all Vending Machines on a monthly basis in accordance with Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.
- 10.9.2 Repairs or replacements must be completed within one Business Day following written notification by County Project Director of a defective Vending Machine. In circumstances outside Contractor's control (e.g., natural disasters, riots, and significant road closures), repairs or replacements must be completed within two Business Days of written approval by County Project Director.
 - 10.9.2.1 In situations where the security of a Vending Machine is compromised, Contractor must arrive at the Custody Facility for the purpose of repairing, removing, or replacing such Vending Machine within four hours following written notification by County Project Director.
 - 10.9.2.2 Contractor must assume all costs associated with installations, repairs, relocations and removals of Vending Machines, as well as any stolen and/or damaged goods.
- 10.9.3 Contractor must keep records of all maintenance (e.g., date of maintenance, machine number, and type of maintenance). These records must be made available to County Project Director upon request.
- 10.9.4 Contractor must keep all Vending Machines and their surrounding area free of litter, which directly results from its operation. This includes but is

not limited to: under the Vending Machines, the top of Vending Machines, inside the Vending Machines, and in between the Vending Machine and its protective cage (i.e., metal encasing), as applicable.

- 10.9.5 County Project Director may request maintenance of Vending Machine(s) on a more frequent basis if the need arises. This change will be requested in writing. If the change is permanent, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

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EXHIBIT B

BUSINESS AND TECHNICAL REQUIREMENTS FOR COMMISSARY AND VENDING SERVICES

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS
FOR COMMISSARY AND VENDING SERVICES

Req #	Requirement
1.0 - Paper Ordering Process - Scantron sheets	
1.1	Contractor's paper ordering process for Inmates utilizes a paper based "scantron" process.
1.1a	The scantron process will be a bubble sheet or scantron type form that interfaces with the Contractor's document reader or method of processing forms.
1.2	Contractor's scantron is available in the following languages:
1.2a	English
1.2b	Spanish
1.2c	Other language
1.3	Contractor has a scantron reader available to process Inmate orders.
1.4	Contractor has a back-up scantron reader available in the event of mechanical failures at intake location.
2.0 - Tablet Ordering Process [(Refer to Paragraph 9.8.2 (Inmate Tablet URL/Application (Optional) of Exhibit A (SOW))]	
2.1	Contractor's commissary services includes a URL/Application accessible via an Inmate tablet.
2.2	Contractor's URL/Application for Inmate tablets includes a Point of Sale (POS) system for Inmate orders.
2.3	Contractor's URL/Application POS system authenticates user (Inmate) by validating booking number and personal identification number (PIN).
2.4	Contractor's URL/Application POS system can be linked to County's Inmate Trust Accounting (ITA) system using existing web services (generic interface exists).
2.5	Contractor's URL/Application home/landing page displays:
2.5a	Commissary order guidelines
2.5b	Commissary order deadlines
2.5c	Commissary order spending limits
2.5d	Other information as requested by the County (i.e., Inmate account balance, Inmate name, Inmate booking number, etc.)
2.6	Contractor's URL/Application displays approved commissary items and current pricing.
2.7	Contractor's URL/Application has a standard "add to cart" feature.
2.8	Contractor's URL/Application leaves all orders in the "cart," allowing an Inmate to modify or cancel the order until 8 PM the night before delivery.
2.9	Contractor's URL/Application restricts Inmates to one order per week.
2.10	Contractor's URL/Application has the ability to, at a minimum, record all transactions by:
2.10a	Inmate name

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS
FOR COMMISSARY AND VENDING SERVICES

Req #	Requirement
2.10b	Inmate booking number
2.10c	Product(s) sold
2.10d	Kits sold (e.g., Hygiene Kits, Maintenance Kits, and Pro Per Kits)
3.0 - Online Commissary Website (Public Facing)	
3.1	Contractor's commissary Services include a public facing website (website).
3.2	Contractor's website for commissary orders can be linked to/navigable from LASD.ORG.
3.3	Contractor's website includes a POS for all public commissary orders and Inmate account deposits.
3.4	Contractor's website tracks the following transaction information:
3.4a	Card holder name and billing address
3.4b	Transaction IP Address
3.4c	Transaction information (e.g., amount of purchase, credit card type)
3.4d	Date of purchase
3.5	Contractor provides purchaser an electronic receipt confirming all processed website orders and Inmate account deposits.
4.0 - Contractor's Accounting System	
4.1	Contractor's accounting system records/reconciles all ITA deposits and disbursements in an electronic general ledger.
4.2	Contractor's POS and accounting systems provide audit trails for County review.
4.2a	Contractor's audit trails tie all Inmate orders (via scantron, tablet and Pro-Per account statements) together through reference numbering and several levels of reporting.
4.3	Contractor's POS/accounting system:
4.3a	Posts inmate sales data files (text delimited file) to a secured and approved File Transfer Protocol (FTP) site.
4.3b	Allows the County to retrieve data files from FTP site for processing data.
4.3c	Posts credit data files (text delimited file) to secured approved site.
4.4	Contractor's POS and accounting systems are capable of retrieving:
4.4a	Current Inmate account balances (e.g., spending, pro-per)
4.4b	Housing location
4.4c	Discipline
4.4d	Grievances information
4.4e	Provide linkage to other useful Inmate information and request portals
5.0 - Contractor's Security Requirements	
5.1	Contractor follows industry-recommended:
5.1a	CISO requirements

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS
FOR COMMISSARY AND VENDING SERVICES

Req #	Requirement
5.1b	Server security baselines
5.1c	Safeguard fire walls
5.1d	Anti-hacking and anti-virus software, which will detect and remove computer viruses and malware
5.1e	System protection capabilities at all times
5.1f	FTP site requirements (e.g., high availability to ensure data throughput)
5.2	Contractor conforms to and implements such network safeguards in a manner that is compatible with:
5.2a	System safeguards
5.2b	System security requirements
5.2c	Requirements by the Sheriff's Data Network (SDN)
5.3	Contractor manages and supports FTP site at no cost to the County.
5.4	Contractor installs and maintains a T1 circuit and connection to the SDN at no cost to the County.
5.5	Contractor's POS system provides a Criminal Justice Information Services (CJIS) compliant, cloud-based connection to the SDN at no cost to the County.
5.6	Contractor maintains current virus signatures to prevent infecting Department's network devices, which are compliant and consistent with Paragraph 3.2.2.1 (Inmate Trust Account Application/Interface) of Exhibit A (Statement of Work).
6.0 - Vending Machines	
6.1	Contractor supplies Vending Machines for Inmate purchases at various Custody Facilities.
6.2	Contractor's Vending Machines:
6.2a	Include specialty-type Vending Machines (e.g., cold beverages and/or cold food dispensing Vending Machines)
6.2b	Meet the maximum size requirements listed in Attachment C.1 (Vending Machine Type by Facility)
6.2c	Are equipped with plastic or plexiglass front panels (glass panels are prohibited)
6.2d	Meet California Energy Standards as part of the County's energy conservation program
6.2e	Carry the Underwriting Laboratories (UL) Seal of Approval
6.2f	Are installed in accordance with the standard of the National Electrical Code
7.0 – Vending Reader Display	
7.1	Contractor's vending reader displays are capable of, but not limited to, the following:
7.2a	Wireless connectivity
7.2b	Exporting data into a Windows-based computer system
7.2c	Displaying Inmate account value on a screen, to be easily read and clearly legible
7.2d	Downloading Inmates' last and first name, booking number, date purchased, and remaining balance to a spreadsheet

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS
FOR COMMISSARY AND VENDING SERVICES

Req #	Requirement
7.2e	Deciphering remaining balance (through the use of data redundancy)

Col Jones
Contractor Project Director

11/27/25
Date

[Signature]
County Project Director

07/19/25
Date



DRAFT

EXHIBIT C

PRICE SCHEDULE

DRAFT

EXHIBIT C – PRICE SCHEDULE

REVENUE SPLIT

The County will retain a sum equal to thirty nine percent (39%) of the Gross Sales from the Inmate Commissary and Vending Services and deposit into the Inmate Welfare Fund.

The County's thirty nine percent (39%) is defined as: Gross Sales less the non-commissioned sales, sales tax and credits.

DISCOUNT ON COST OF GOODS

Throughout the entire Term of this Contract, the County will be entitled to receive a two percent (2%) discount on all goods listed in Attachments F (Commissary and Vending Product Master List) and F.3 (County's Kits and Assortments), including any new items added, as set forth in this Exhibit C (Price Schedule) to this Contract and Paragraph 4.1.6 (New Products) of Exhibit A (Statement of Work) to this Contract.

EXHIBIT D

COUNTY'S ADMINISTRATION

DRAFT

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: ALAN LIU
Title: LIEUTENANT
Address: INMATE SERVICES BUREAU
4700 W. RAMONA BLVD., MONTEREY PARK, CA 91754
Telephone: (323) 526-5333
Facsimile: _____
E-Mail Address: AYLIU@LASD.ORG

COUNTY PROJECT MANAGER:

Name: DANNY WALLS
Title: SERGEANT
Address: INMATE SERVICES BUREAU
4700 W. RAMONA BLVD., MONTEREY PARK, CA 91754
Telephone: (323) 526-5321
Facsimile: _____
E-Mail Address: DJWALLS@LASD.ORG

COUNTY CONTRACT PROJECT MONITOR:

Name: ALESIA FULLER
Title: ADMINISTRATIVE SERVICES MANAGER I
Address: HALL OF JUSTICE – CONTRACT COMPLIANCE UNIT
211 W. TEMPLE STREET, LOS ANGELES, CA 90012
Telephone: (213) 229-3254
Facsimile: _____
E-Mail Address: AWFULLER@LASD.ORG

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

DRAFT

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Keefe Commissary Network, LLC

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Colby Pierce
Title: Regional Vice President
Address: 13369 Valley Boulevard
Fontana, CA 92335
Telephone: 800-411-0454
Facsimile: 909-357-2352
E-Mail Address: cpierce@keefegroup.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: John Puricelli
Title: Executive Vice President
Address: 10880 Lin Page Place
St. Louis, MO 63132
Telephone: 314-919-4100
Facsimile: 314-919-4109
E-Mail Address: jpuricelli@keefegroup.com

Name: Dennis Dempsey
Title: Vice President
Address: 13369 Valley Boulevard
Fontana, CA 92335
Telephone: 800-411-0454
Facsimile: 909-357-2352
E-Mail Address: ddempsey@keefegroup.com

Notices to Contractor shall be sent to the following:

Name: Colby Pierce
Title: Regional Vice President
Address: 13369 Valley Boulevard
Fontana, CA 92335
Telephone: 800-411-0454
Facsimile: 909-357-2352
E-Mail Address: cpierce@keefegroup.com

EXHIBIT F1

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

DRAFT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME Keefe Commissary Network, LLC Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the 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 my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to 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

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

County, design concepts, algorithms, programs, formats, documentation, 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.

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.

NAME OF FIRM: Keefe Commissary Network, LLC

SIGNATURE: _____

DATE: 1 / 28 / 2025

PRINTED NAME: John Puricelli

NAME/TITLE OF ITS AUTHORIZED REPRESENTATIVE: John Puricelli - Executive Vice President

EXHIBIT F2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name _____ 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 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 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 County of

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

NAME OF FIRM: _____

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

EXHIBIT F3

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

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

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

Contractor Name _____ Contract _____

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 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.

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

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 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.

NAME OF FIRM: _____

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

NAME/TITLE OF ITS AUTHORIZED REPRESENTATIVE: _____

Sheriff's Department
Keefe Commissary Network

Inmate Commissary and Vending Services
Exhibit F3 – Contractor Non-Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

EXHIBIT G

SAFELY SURRENDERED BABY LAW


DRAFT

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



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 to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





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.

EXHIBIT H

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

DRAFT

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth County and Contractor's commitment and agreement to fulfill each of their obligations under applicable county, 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 "Contractor") 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 shall 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 County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs, and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact the 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 the County, is under the direct control of the County, whether or not they are paid by the 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 will maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of County Information covered under the Contract.

Contractor's Information Security Program will 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 will exercise the same degree of care in safeguarding and protecting County 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 will:

- 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 will 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 will 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 will 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 will perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

Contractor will 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 will 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.

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 the 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 the 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 county, state and federal law governing the protection of personal Information, (ii) any county, 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 will not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** Contractor agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** Contractor may disclose County Information only as necessary to carry out its obligations under the Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of County Project Director in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor will 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.
- c. **Disclosure Restrictions of Non-Public Information.** While performing Work under the Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing the 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 will not disclose or publish any County NPI and material received or used in performance of the Contract. This obligation is perpetual.

- d. **Individual Requests.** Contractor will 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 will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven Days. If an individual makes a request directly to Contractor involving County Information, Contractor will notify the 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 will notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** Contractor will not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

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

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

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its Services, 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 subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable 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 omissions of each subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information will 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 mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by 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, Contractor will not store County Information in the cloud or in any other online storage provider without written authorization from County's Chief Information Security Officer. 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 County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Contractor will 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 the Contract for any reason, Contractor will: (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, Contractor will provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b (below) of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, Contractor will return all hardware, if any, provided by the County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- 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 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 County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County Project Director within ten Days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of the Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to County hereunder, or that provided to County by Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups will be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

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

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

- a. Network access to both internal and external networked services will 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 14 SECURITY AND PRIVACY INCIDENTS, and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, Contractor will ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly notify County's Chief Information Security Officer, the Departmental Information Security Officer, and County's Chief Privacy Officer of any Incidents involving County Information, within 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, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

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

Departmental Information Security Officer:

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 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.

15. 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, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY constitutes a material breach and will be grounds for immediate termination of the Contract at the exclusive discretion of the County.

16. AUDIT AND INSPECTION

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

Contractor will 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 will 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 will 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 Section will be provided at no additional charge to the County.

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

Such audit 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 will 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.

17. CYBER LIABILITY INSURANCE

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

Contractor will secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information

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

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

Notwithstanding the preceding sentences, the County 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 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 the County without the County's prior written approval.

ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in the Contract, Contractor will ensure the following provisions and security controls are established for any and all systems or hardware provided under the Contract.

- a. **Inventory:** Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under the Contract. Contractor must be able to provide such management records to County at inception of the Contract and upon request.
- b. **Access Control:** Contractor agrees to manage access to all systems or hardware covered under the Contract. 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 the Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of the Contract, Contractor must document their access control plan for systems or hardware covered under the Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with 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 County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under the Contract. If such vulnerabilities cannot be addressed, Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with County's Chief Information Security Officer (CISO). 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 the Contract, Contractor will encrypt all workstations, portable devices (e.g., mobile, 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 the Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all systems and hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (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.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

ATTACHMENT H.1

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

DRAFT

ATTACHMENT H.1

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Attachment H.1 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 Attachment H.1 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 Attachment H.1, capitalized terms shall have the meanings set forth in the Contract.

1. SECURITY POLICY

Contractor shall 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 shall 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), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall 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 County in writing, Contractor shall 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 Attachment H.1, "**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 shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobile, 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 shall 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 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 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 approved by County in writing. The foregoing requirements shall 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 County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to 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 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 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 fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal

Information and Protected Health Information pursuant to this Section shall 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 shall 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 shall 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 shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the attempted or 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 shall 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 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 County. County or its third party designee may, but is not obligated, perform audits and security tests 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. 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 County's request, Contractor will provide to 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 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 County.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to 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, 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 data center and systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. 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. County shall 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 shall cooperate with 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 shall 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 County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (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 County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), is and will remain the property of County and 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 County, and therefore, that upon any such breach or any threat thereof, 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. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean 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 shall include, 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 County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers 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 County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) 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.
- e. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) above have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County shall return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

ATTACHMENT H.2

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

ATTACHMENT H.2

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 Paragraph 7.6.5 (Protection of Electronic County Information - Data Encryption) of the Contract by completing this Attachment H.2. By signing this Attachment H.2, 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 checked="" type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? *cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NAME OF FIRM: Keefe Commissary Network, LLC

NAME/TITLE OF AUTHORIZED REPRESENTATIVE: Michael Coates, IT Security Manager

SIGNATURE: _____

DATE: _____

January 16, 2025

Sheriff's Department
Keefe Commissary Network, LLC.

Inmate Commissary and Vending Services
Exhibit H.2 – Compliance with Departmental
Encryption Requirements

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	April 30, 2025		
BOARD MEETING DATE	May 20, 2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Los Angeles County Sheriff's Department		
SUBJECT	School Law Enforcement Services Agreement for School Resource Deputy Program		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Sheriff provides these services within the jurisdiction.		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Agreement expires June 30, 2025.		
COST & FUNDING	Total cost:		Funding source:
	\$ \$9,283,122		School Districts pay for the services.
	TERMS (if applicable): July 1, 2025 – June 30, 2027, with additional 12-month extension option, subject to Board approval.		
	Explanation: Two Year term, with additional 12-month extension option.		
PURPOSE OF REQUEST	School Law Enforcement Services Agreement for School Resource Deputy Program.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department's School Resource Deputy Program has provided dedicated law enforcement services to various schools within the County.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mina Cho, Sergeant, 213-229-1647, mcho@lasd.org , and Erick Martinez, Lieutenant, 213-229-1647, e2martin@lasd.org		

May 20, 2025

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 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.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached boilerplate School Agreement for the period from July 1, 2025, through June 30, 2027, 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 for one (1) additional 12-month period, 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, 2025, through June 30, 2027, 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, 2025, through June 30, 2027.

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 Department is currently in the development and approval process of the School Resource Deputy Manual.

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 School 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) 2024-25 aggregate estimates for the School Resource Deputy Program are \$9,283,122. 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, 2025, and shall terminate on June 30, 2027, 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
May 20, 2025
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

**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 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 indemnity 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, 2025, through June 30, 2027, 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 Andrew B. Cruz
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:
DAWYN R. HARRISON
County Counsel

By Michelle Jackson
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 notify a school principal or their designee prior to interviewing a student except to protect the privacy of a victim and/or student and where notification would compromise an investigation. The SRD shall document this notification either via CAD/MDC, or in any written report documenting the contact which required notification. Reasonable justification shall be documented if notification is not made.

1.13 All interviews should occur in a private location away from other students. Students should be advised they may request to have a parent, guardian or an adult of their choosing present during the interview except for when there is an immediate threat to public safety or immediate disruption to a criminal investigation.

1.14 Prior to interrogation, the SRD must advise the student of their Miranda Rights in compliance with Welfare & Institutions Code section 625.6(a) 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.

- 1.15 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 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 may include, but are not limited to, youth de-escalation strategies, child and adolescent social emotional development and mental health issues, cultural competency, federal and state disability, anti-discrimination, and special education laws, positive behavioral supports, strategies, and interventions, restorative justice practices, trauma-informed practices for youth, American with Disabilities training, mandatory reporting requirements, school safety planning, crisis response, ethics, adolescent mental health, juvenile law, community youth program, school safety and emergency operations, Diversion and Respond, Observe, Assess, React (ROAR), and understanding the adolescent brain.

When an SRD is newly assigned during the academic calendar, the Department will provide an abridged SRD training, which may include in-person and/or on-line resources, until a full curriculum course can be provided during the pre-planned bi-annual 40-hour SRD training.

- 2.2 LASD shall ensure all SRDs adhere to the Use of Force policy. SRDs are authorized to use only that amount of force that is consistent with Department policy, and which is proportional, objectively reasonable, and reasonably appears necessary at the time to perform their duties. "Objectively reasonable" means that Department members shall evaluate each situation requiring the use of force in light of the known circumstances from the perspective of a reasonable peace officer on the scene, including, but not limited to, the severity of the crime at issue, whether the subject poses an immediate threat to the safety of the Department member or others, and whether the subject is actively resisting, in determining the necessity for force and the appropriate level of force.

The use of force against vulnerable people (children, elderly persons, pregnant people, people with physical or developmental disabilities, people with mental health disabilities, etc.) can particularly undermine public trust and should be used as a last resort. Like any other use of force, the Department will consider the totality of the circumstances when evaluating a Department member's use of force against a vulnerable person.

Suicidal Persons or Persons Posing a Danger to Themselves

Department members shall not use deadly force against a person based solely on the danger that person poses to themselves, if an objectively reasonable peace officer would believe the person does not pose an imminent threat of death or serious bodily injury to the Department member or another person.

Prohibited Force

The following force options are prohibited unless deadly force is justified:

- All face, head or neck strikes with an impact weapon;
- Striking a person's face, head, or neck against or with a hard object;
- Kicks or knee strikes to a person's face, head, or neck.

Displaying Firearms

- Unnecessarily or prematurely displaying a firearm (pistol, rifle, or shotgun) could limit a Department member's alternatives in controlling a situation, may create unnecessary anxiety on the part of members of the public, and could result in an unwarranted or unintentional discharge of the firearm. Department members are expected to exercise sound judgment and critical decision-making when choosing to display a firearm or point it at a person.

- Department members may display a firearm to a threatening person to help establish or maintain control in a potentially dangerous situation if the totality of the circumstances creates an objectively reasonable belief that it may be necessary to use the firearm.
- When a Department member displays their firearm to a threatening person, in the absence of an imminent threat but where they reasonably believe that a potential threat exists, based on the totality of the circumstances, Department members should generally point their firearm in a safe direction without pointing it at a person.
- In situations where a Department member reasonably believes an imminent threat exists based on the totality of the circumstances, that Department member may point their firearm at the threatening person or animal until they no longer reasonably perceive the threat.
- MPP 3-10/020.00 - Use of Force
- MPP 3-10/000.00 - Preamble to the Use of Force Policy
- MPP 3-10/045.00 - Use of Deadly Force and Firearms

2.3 Pointed Firearms at Person (Reportable) Incident - Responsibilities of Department Members Using Force

For Pointed Firearm at Person (PFP) incidents, Department members will verbally notify their supervisor as soon and as safely, possible. Unless otherwise specifically directed by the watch commander/supervising lieutenant, Department members shall complete an electronic Pointed Firearm at Person (PFP) report prior to the member going off duty. Department members are not required to complete the narrative portion of the electronic PFP report if the Department member is also completing an Incident Report (SH-R-49) or a supplemental report that will include a thorough description of the PFP incident. In these circumstances, Department members are to cross-reference the Incident Report (SH-R-49) or supplemental report by recording only the URN in the narrative portion of the PFP report.

- MPP 3-10/100.00 – Use of Force Reporting – Department Member Responsibilities

Notice: The written reporting procedures related to the Pointed Firearm at Person (PFP) (referred to as the PFP report) shall become effective once the PFP report form is published. The PFP report form is forthcoming.

2.4 LASD shall ensure all SRDs adhere to the Conducted Energy Weapon (CEW) policy.

While the use of a CEW involves the potential for serious injury, there may be an even greater risk in certain situations. After a CEW is drawn, Department members shall continue to assess the environment and the situation. Absent emergency circumstances, Department members should avoid using the CEW on subjects who are:

- On an elevated or unstable surface which could cause a fall that could result in significant impact injury;
- Operating or riding any mode of transportation;
- In water, mud, or a marsh, and the ability to move is restricted;
- Known to or believed by the member to be pregnant, under 12 years of age, elderly or visibly frail, or to have a pacemaker;
- Near flammable or combustible fumes/liquids. This includes subjects who have been recently sprayed with a flammable chemical agent;
- Handcuffed, restrained, incapacitated, or immobilized, unless doing so is necessary to prevent them from causing serious bodily harm to themselves, or others, and if lesser attempts of control are likely to be ineffective;
- Fleeing or running away, unless the subject is an immediate threat to themselves or others (Department members should continually assess the situation considering the most appropriate tactical plan); and
- Department members should not intentionally activate more than one CEW at a time on the same subject.
- MPP 5-06/045.07 – CEW deployment considerations

- 2.5 Department members are not authorized to use either a carotid restraint or choke holds. Any use of a carotid restraint or choke hold will be investigated like Category 3 force with a mandatory Internal Affairs Bureau (IAB) rollout.

Department members shall not use any restraint method that involves a substantial risk of compressing a subject's airway and reducing the ability to sustain adequate breathing. When Department members use pressure or body weight in an attempt to control a subject who is resisting, they may not use that pressure or body weight in a manner that has a substantial risk of interfering with the subject's breathing. Department members will immediately cease applying body weight or pressure to a subject's back, head, neck, chest, or torso once the subject is restrained and other control tactics are reasonably available other than the use of pressure or body weight.

To help reduce the risk of positional asphyxia, after Department members have handcuffed or otherwise restrained a subject using an approved method, as soon as it is reasonably safe and feasible, Department members shall turn the subject onto their side, allow the subject to sit up, or position the subject in a manner to allow unobstructed breathing. Department members will make all reasonable efforts to ensure that the subject is not left face down in a prone position for longer than that which reasonably appears necessary to gain control. Department members will make all reasonable efforts to prevent the restrained subject from being left unattended.

- California Government Code Section 7286.5 (a)(1)
- MPP 3-10/025.00 – Carotid Restraint and Choke Holds
- MPP 3-10/080.00 – Preventing Compressional and Positional Asphyxia

- 2.6 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

- 2.7 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
- 2.8 SRDs are prohibited from displaying any known extremist symbols while on duty.
- 2.9 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
- 2.10 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
- 2.11 LASD shall ensure all SRDs not participate, solicit others to participate in, or be members of a law enforcement gang, as defined. Such conduct shall be subject to discipline, up to and including termination, pursuant to Penal Code section 13670(b). SRDs shall not participate in, solicit others to participate in, or be members of a hate group, as defined. Any Department member engaged in membership in a hate group, participation in any hate group activity, or advocacy of any public expressions of hate shall be removed from the Department as a peace officer, pursuant to the provisions of Penal Code section 13682(a) and 13682(b).
- MPP 3-01/050.82 – Prohibition – Law Enforcement Gangs and Hate Groups

- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 LASD will maintain an electronic database of all complaints.
- 2.16 LASD continues to work on completing an SRD Manual.

Probation Oversight Commission Report to Public Safety Cluster

Presented By:
Wendelyn Julien, Executive Director
May 14, 2025

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.

Recent POC Meetings:

April 3, 2025 (moved up one week to avoid conflict with the BSCC meeting)

- Updates on the **Global Plan**, and an opportunity for commissioners to recommend alternatives to the plan.
- **Presentation** by the Los Angeles County Probation Department on its budget for FY 2024-25 and proposed budget for FY 2025-26.
- Report on efforts to increase programming focused on substance use disorder treatment and harm prevention efforts including equipping Probation employees and providers with NARCAN in Probation's juvenile facilities.
- Report on outstanding data and information requests.

April 24, 2025 – Special Meeting

- Summary of Supervising Judge Miguel Espinoza's tentative ruling in the Order to Show Cause hearing on April 18, 2025, directing the Los Angeles County Probation Department to provide a plan to depopulate Los Padrinos Juvenile Hall by May 2, 2025.
- Discussion on the Probation Department's statement about the ruling correlating the decision to the need to move forward with its **Global Plan**.
- The POC gave the public an opportunity to share concerns and opinions and agreed to share these **solutions to depopulate LPJH and promote compliance with DOJ and BSCC standards** with the Probation Department and the Board.

May 8, 2025

- Updates on the POC's ad hoc committees on Education and Community-Based Organizations (CBOs).
- Updates from the Chief Probation Officer on the Los Angeles County Probation Department's **Depopulation Plan** for Los Padrinos Juvenile Hall.
- **Report** from Probation's Human Resources Division regarding workers' compensation and leave time for employees of the Los Angeles County Probation Department
- Updates related to the Prison Rape and Elimination Act (PREA)
- **Outstanding information and data requests for the month of April**, and **POC Reports**.

Upcoming Meeting:

June 12, 2025 (subject to rescheduling to avoid conflict with the BSCC meeting)

Three-Year Report

2021 to 2024

The POC published its **Tri-Annual Report** which highlights the successes and challenges of the launch of the POC, a new model of oversight, and the first body of its kind in the nation.

Data and Research

Fact Sheets

- [LADS – Data Fact Sheet](#)
- [Youth with Developmental Disabilities – Data Fact Sheet](#)

Programs and Services

2025 Inspections Cycle

The POC launched the 2025 inspection cycle during which POC Commissioners and staff will inspect all of Los Angeles County Probation's juvenile halls, camps, SYTF, and placement facilities. The template for the inspection report has been enhanced to ensure commissioners are looking for harm prevention efforts including Narcan as well as evidence of implementation of a behavioral model to improve rehabilitative efforts. The inspection of Dorothy Kirby Center is complete and Los Padrinos Juvenile Hall will take place this month.

Community Engagement

April 24, 2025

- **1,002** total participants during the live special meeting
 - In Person – **36**
 - Webex – **132**
 - YouTube (live) – **834**