Board of Supervisors

Operations Cluster Agenda Review Meeting

DATE: February 18, 2026
TIME: 2:00 p.m. – 4:00 p.m.
MEETING CHAIR: Tami Omoto-Frias, 1st Supervisorial District
CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

To participate in this 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 this meeting virtually, please call teleconference number
1 (323) 776-6996 and enter the following 359163428# or Click here to join the meeting

Teams Meeting ID: 296 429 091 989 41
Passcode: jZ9Ch2sJ

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 Operations Cluster on any agenda item during General Public Comment.
The meeting chair will determine the amount of time allowed for each item.
THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. **CALL TO ORDER**

2. **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]

   None.

3. BOARD MOTION ITEM(S):

A) SD1 - WAIVER OF OUTSTANDING RENT FOR THE FAMILIA UNIDA LIVING AND MULTIPLE SCLEROSIS ORGANIZATION LICENSE NO. COL-730

4. DISCUSSION/PRESENTATION ITEM(S):

A) **Board Letter:**
SERVICE CONTRACT
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICTS AND THE MARINA DEL REY WATER SYSTEM AWARD OF CONTRACT WITH HANSEN BANNER, LLC
CUSTOMER INFORMATION SYSTEM AND RELATED SERVICES
DPW/CIO - Carolina Hernandez, Assistant Deputy Director and
John Calas, Chief Information Officer

B) Board Memo:
NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE FOR A THIRD PARTY ADMINISTRATOR TO SUPPORT PROGRAMS AND PLANNING FOR THE BENEFIT OF THE SOUTHEAST LOS ANGELES COUNTY COMMUNITY IN PREPARATION FOR THE SELA CULTURAL ARTS CENTER DEVELOPMENT
Arts & Culture - Kristin Sakoda, Director

5. PUBLIC COMMENT

6. ADJOURNMENT

UPCOMING ITEMS FOR FEBRUARY 25, 2026:

A) **Board Letter:**
DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY
TTC - Coia Walker, Operations Chief

B) **Board Letter:**
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS - Jennifer Revuelta, Principal Analyst

C) **Board Letter:**
ACCEPT $13,829,357 IN GRANT FUNDING FROM SOUTHERN CALIFORNIA EDISON (SCE) FOR THE EAST LOS ANGELES CIVIC CENTER MICROGRID PROJECT, AND $250,000 IN GRANT FUNDING FROM CLEAN POWER ALLIANCE (CPA) FOR THE BUILDING ELECTRIFICATION ASSISTANCE PROJECT AT WILLOWBROOK SENIOR CENTER
ISD - Minh Le, General Manager, Energy & Environmental Service

D) **Board Letter:**
INTERNAL SERVICES DEPARTMENT
OAT MOUNTAIN MICROWAVE STATION FUEL TANK REPLACEMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A181
APPROVE PROJECT BUDGET AND AN APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
ISD/CEO-CP - Paige Bruyn, Program & Project Management Section Manager

E) **Board Letter:**
APPROVAL OF AMENDED CIVIL SERVICE RULES (CSR) 6 – APPLICATIONS AND APPLICANTS, CSR 7 – COMPETITIVE EXAMINATIONS,
CSR 8 – NONCOMPETITIVE EXAMINATIONS, CSR 10 – ELIGIBLE LISTS, AND CSR 11 – CERTIFICATION AND APPOINTMENT
DHR - Johan Julin, Assistant Director

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

OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV

AGN. NO._____

MOTION BY SUPERVISOR HILDA L. SOLIS March 3, 2026

Waiver of Outstanding Rent for the Familia Unida Living and Multiple Sclerosis Organization License No. COL-730

Familia Unida Living with Multiple Sclerosis (Familia Unida) is a nonprofit organization that has partnered with the County of Los Angeles for over thirty (30) years to provide critical services and support to individuals living with multiple sclerosis and other disabilities. Familia Unida began its partnership with the County under the leadership of former Supervisor Gloria Molina and has since grown into a trusted community-based organization serving thousands of County residents across diverse communities.

On February 28, 2014 the County executed a license agreement with Familia Unida to allow them to use approximately 397 square feet of County-owned space for use of office space purposes to provide comprehensive services to individuals and families residing in Los Angeles County that are affected by multiple sclerosis and other debilitating diseases at the County-owned Aging and Disability Department, located at 4716 E. Cesar E. Chavez Avenue, Los Angeles, California 90022 (Property), within Supervisorial District 1, under License No. COL-730 (License). The License was administered by the Los Angeles County Aging and Disability Department, the County

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department having proprietorship of the property. Since February 2014, the County has continuously supported Familia Unida by providing the licensed space at a below-market rental rate, recognizing the public benefit of the services provided by the organization.

The COVID-19 pandemic significantly disrupted Familia Unida's operations and forced the organization to suspend in-person programming. Despite these challenges, Familia Unida continued its commitment to serving individuals living with multiple sclerosis and other disabilities and is currently in a critical rebuilding phase to re-engage volunteers, students, and families who depend on its services.

In 2025, Familia Unida vacated the Property, with a final occupancy date of December 15, 2025. As of that date, there is outstanding rent in the amount of Twenty-Six Thousand Four Hundred Dollars and 50/100 Cents ($26,400.50) due under the License. The outstanding balance includes December 2025 rent calculated at fifty percent (50%) of the monthly rate.

Familia Unida has formally requested that the County waive the outstanding rent accrued under the License to allow the organization to continue rebuilding its programs and services. Waiving the outstanding rent would support Familia Unida's mission, preserve the County's long-standing investment in the organization, help ensure continued benefits to County residents living with disabilities, and would allow the County to close out the License in an administratively efficient manner.

AGN. NO._____

MOTION BY SUPERVISOR HILDA L. SOLIS March 3, 2026

Waiver of Outstanding Rent for the Familia Unida Living and Multiple Sclerosis Organization License No. COL-730

I, THEREFORE, MOVE that the Board of Supervisors:

1. Find that the recommended action is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines, as it involves administrative activities that do not result in a direct or reasonably foreseeable indirect physical change in the environment.
2. Pursuant to Government Code Section 26227, find that the services to be provided by Familia Unida are necessary to meet the healthcare needs of the County and its residents and serve a public purpose which benefits the County.
3. Approve the waiver of the outstanding rent owed by The Familia Unida Living and Multiple Sclerosis Organization under License No. COL-730 in the total amount of $26,400.50, representing rent due through the final occupancy date of December 15, 2025.
4. Authorize the Acting Chief Executive Officer, or his designee, to take all necessary actions to implement the rent waiver, including coordination with the Auditor-Controller and Aging and Disability Department, and to execute any ancillary documentation approved as to form by County Counsel.
5. Authorize the Acting Chief Executive Officer, or his designee, to take any other actions necessary and appropriate to effectuate the intent of this

AGN. NO._____

MOTION BY SUPERVISOR HILDA L. SOLIS March 3, 2026

Waiver of Outstanding Rent for the Familia Unida Living and Multiple Sclerosis Organization License No. COL-730

motion.

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AGN. NO._____

MOTION BY SUPERVISOR HILDA L. SOLIS March 3, 2026

Waiver of Outstanding Rent for the Familia Unida Living and Multiple Sclerosis Organization License No. COL-730

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	2/18/2026
BOARD MEETING DATE	3/17/2026
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☒ 2nd ☒ 3rd ☐ 4th ☒ 5th
DEPARTMENT(S)	Public Works
SUBJECT	Los Angeles County Waterworks Districts and the Marina Del Rey Water System Award of Contract with Hansen Banner, LLC Customer Information System and Related Services
PROGRAM	Customer Information System (CIS)
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ 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 existing CIS contract has been extended through January 15, 2028, and will expire upon successful implementation of the replacement system. Timely approval of the new contract will allow implementation of the replacement system by the recommended contractor within the approved extension period.
COST & FUNDING	Total cost: $9,957,916.10 / Funding source: Los Angeles County Waterworks Districts General Funds TERMS (if applicable): This contract will be for a maximum term of 12 years, which includes a 7-year initial term with five optional 1-year extensions. Explanation: The not-to-exceed contract amount includes a total of $1,674,085 in implementation fees, $7,378,566 in annual subscription fees for up to 11 years, and $905,265.10 in pool dollars for additional related services or optional work.
PURPOSE OF REQUEST	Public Works is seeking Board approval to award an IT service contract to Hansen Banner LLC to provide a new CIS which will replace the current billing system for the Los Angeles County Waterworks Districts.
BACKGROUND (include internal/external issues that may exist including any related motions)	The Customer Information System supports the districts' water utility operations. It manages billing, collections, service order management, and account administration for 70,000 accounts. The existing CIS is approaching the end of its contract term and is being replaced. Public Works released a Request for Proposals in February 2025, and Hansen Banner was selected in August 2025 following the evaluation process.
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: Public Works notified over 33,000 subscribers in our "Do Business with Public Works" website and notified 1,703 Small Businesses Enterprises, 185 Disabled Veteran Business Enterprises, 156 Social Enterprises, and 1,136 Community Business Enterprises registered with the Department of Economic Opportunity and advertised in regional and small newspapers in each supervisorial district.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 5, Environmental Justice and Climate Health. This contract ensures uninterrupted customer billing and account management, which funds the delivery of safe, clean, and affordable water.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Carolina Hernandez, Assistant Deputy Director, (626) 300-3300, chernandez@pw.lacounty.gov John Calas, Chief Information Officer, (626) 458-4117, jcalas@dpw.lacounty.gov

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

March 17, 2026

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:

SERVICE CONTRACT
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICTS AND
THE MARINA DEL REY WATER SYSTEM
AWARD OF CONTRACT WITH HANSEN BANNER, LLC
CUSTOMER INFORMATION SYSTEM AND RELATED SERVICES
(SUPERVISORIAL DISTRICTS 2, 3, AND 5)
(3-VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to award an information technology service contract to provide to Los Angeles County Waterworks Districts a software-as-a-service solution, Customer Information System and related services.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS AND THE MARINA DEL REY WATER SYSTEM:

1. Find that the proposed work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.

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2. Award and delegate authority to the Director of Public Works or his designee to execute a contract with Hansen Banner, LLC. The firm will provide a specialized Customer Information System and related services for a not-to-exceed contract amount of $9,957,916.10 for the entire 7-year term plus five 1-year extension options, if exercised in the sole discretion of the Districts, for a total potential contract term of 12 years. This not-to-exceed contract amount includes a total of $1,674,085 in implementation fees, $7,378,566 in annual subscription fees for up to 11 years, and $905,265.10 in pool dollars for additional related services or optional work. The contract will be subject to the additional extension provisions specified below.

3. Delegate authority to the Director of Public Works, or his designee, to authorize additional services and/or extend the contract expiration date as necessary to allow existing work or additional services to complete when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary to the completion of that given project.

4. Delegate authority to the Director of Public Works or his designee to use the designated pool dollars of $905,265.10 as needed, for additional related services or optional work.

5. Delegate authority to the Director of Public Works or his designee to administer the contract and, at the discretion of the Director of Public Works or his designee, to exercise the options extending the contract for the five 1-year extension options based upon needs, project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed contract amount, and to suspend/terminate the contract for convenience, if necessary and appropriate to do so at the discretion of the Director of Public Works or his designee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to award an IT service contract to implement, host, and maintain a comprehensive Customer Information System Solution (CIS) and Related Services which will replace the current billing system for the Los Angeles County Waterworks Districts. This action is essential to support the Districts' ability to bill and collect revenue, provide customer service, and sustain critical water and fire protection services. The new contract will provide for an enhanced customer website payment

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portal, call-center phone system, backflow tester portal, and improve the overall customer experience for Waterworks Districts customers.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plans: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal A, Public Health, Strategy i, Population Based Health; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal A, Communication and Public Access, Strategy i, Customer Service, by ensuring continued use of the billing system. This contract supports uninterrupted delivery of safe, clean, and affordable water, consistent with the California Safe Drinking Water Act and the State's Human Right to Water policy. Reliable water service is critical not only for household use, but also for public health and fire protection in the communities served.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of the CIS will be for a total contract amount of $9,957,916.10 over a 7-year period with five optional 1-year extensions. The total contract amount includes an additional 10 percent using pool dollars for related additional or optional services. It is expected that the initial term of the contract will start during Fiscal Year 2025-26 with the implementation work scheduled to start in the current fiscal year.

Total annual expenditure will not exceed the contract amount approved by the Board. Sufficient funding is available in the Los Angeles County Waterworks Districts and the Marina del Rey Water System General Funds (Services and Supplies) Fiscal Year 2025-26 Budgets. Funds to finance the contract's remaining years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed contract contains terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements. County Counsel worked closely with District staff to negotiate the most advantageous terms possible for the County. The recommended contract contains the required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contract also contains provisions

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for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, termination for default, and compliance with data privacy laws.
Given that this is also an information technology contract, appropriate provisions were included for confidentiality, the handling of security incidents, proprietary rights to use the CIS system, ability to assess liquidated damages for untimely performance by the contractor in delivering the implementation work, contract payment holdbacks for all deliverables until completion and acceptance by County of each phase or work, and service credits in the service level requirements for unscheduled downtime once the system is in subscription use. As is now standard in information technology contracts, limitation of liability provisions were negotiated and included. Information security and privacy requirements were also included in an exhibit as well. Required limits of applicable insurance for general liability, professional liability, cyber liability and technology errors and omissions, were required of the contractor. Chief Executive Office Risk Management was consulted on and approved the negotiated insurance requirements.

The implementation period of the contract shall commence on the date of the full execution of the contract and is estimated to last for 1 year after contract execution. The term of the contract shall extend for a period of 6 years after the "Go-Live" of the system, with five 1-year extension options, for a maximum contract term of 12 years. The expiration of the contract is subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

The Chief Information Officer (CIO) has reviewed this request and recommends approval. The CIO Analysis is enclosed (Enclosure A). County Counsel has reviewed and approved the proposed contract as to form, which is substantially similar to the enclosed draft contract (Enclosure B).

Enclosure C reflects the contractor's minority participation and the Community Business Enterprises participation data.

The current contract with N. Harris Computer Corporation, Agreement 001908, for the current system, expires on January 16, 2026. On December 9, 2025, the Board approved Public Works' recommendation to execute a sole source amendment with N. Harris Computer Corporation to extend the current contract for up to 2 years until

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January 15, 2028, if needed, to allow for the continued use of the current system until successful implementation of a replacement system.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378(b) of the California Environmental Quality Act Guidelines. The proposed action to award a contract for a customer information system and related services is an administrative activity of government that will not result in direct or indirect changes to the environment.

CONTRACTING PROCESS

On February 12, 2025, Public Works released a Request for Proposals (RFP) for Customer Information System and Related Services. The RFP was advertised on the County's "Doing Business with Los Angeles County" (Enclosure D) and Public Works' "Do Business with Public Works" websites, X (formerly Twitter) and in the *Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, San Gabriel Valley Tribune, Pasadena Star News, Press Telegram, Santa Monica Daily Press, Daily Breeze, The Signal,* and *World Journal*. Also, Public Works informed 1,703 Local Small Business Enterprises, 156 Social Enterprises, 185 Disabled Veteran Business Enterprises, 1,136 Community Business Enterprises, and 1,385 Community-Based Organizations about this business opportunity. Public Works advertised this RFP in a weekly e-mail newsletter with 33,000 subscribers. Sixteen people attended the pre-proposal conference. Fifty-six firms downloaded the RFP. Six firms registered on Public Works' website for this RFP.

On March 18, 2025, a total of five proposals were received. Three proposals were disqualified for not meeting the minimum mandatory requirements. An evaluation committee consisting of staff from Public Works Waterworks Division and Information Technology Division evaluated the proposals based on the criteria described in the RFP, including qualifications, experience, functional and technical system requirements, project implementation plan, approach to providing services, performance history references, and price. Based on the evaluation of the proposals, Hansen Banner, LLC was selected without regard to race, creed, color, or gender.

The firm selected represents the highest rated firm to provide the required services. Public Works has determined that the firm's proposed costs and rates for performing the

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services are reasonable, and the firm fixed hourly rate for additional work was negotiated. The three-year contracting history for the selected firm is on file with Public Works.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended contract. The contract is exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

The contract includes a cost-of-living adjustment provision in accordance with Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services or projects during the performance of the recommended contract. The proposed contract will allow billing, collections, and payments for customer accounts, as well as account management, customer service functions, and meter asset control for the Los Angeles County Waterworks Districts.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

PETER LOO
Chief Information Officer

MP:SK:ta

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

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CUSTOMER INFORMATION SYSTEM (CIS) AND RELATED SERVICES

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of_____, 2026 ("Effective Date"),

BY AND BETWEEN

Los Angeles County Waterworks District 21, Kagel Canyon;
Los Angeles County Waterworks District 29, Malibu and Topanga;
Marina del Rey Water System;
Los Angeles County Waterworks District 36, Val Verde;
Los Angeles County Waterworks District 37, Acton; and
Los Angeles County Waterworks District 40, Antelope Valley,
hereinafter collectively referred to as "Districts",

AND

HANSEN BANNER, LLC
hereinafter referred to as "Contractor".

The parties, Districts and Contractor, hereto do mutually agree as follows:

1. Definition

Districts collectively means all of the Los Angeles County Waterworks Districts referenced above. Other definitions and defined terms are contained in the various Exhibits attached to this Agreement.

2. Contractor's Services

The Contractor shall comply with the requirements of this Agreement, which includes all Exhibits attached hereto. The Scope of Services shall be as outlined in Exhibit A (Scope of Work). As provided in Exhibit A, Contractor will provide a Customer Information System and Related Services ("CIS" or "System"). Contractor's proposal is incorporated herein as a part of this Agreement. If any conflict or inconsistency between this Agreement and Contractor's proposal are found, such conflict or inconsistency shall be

resolved by giving precedence first to the Agreement and the exhibits and attachments to the Agreement. The Exhibits to this Agreement are as follows:

Exhibit A - Scope of Work
- Exhibit A.1 – Functional and SaaS Requirements
- Exhibit A.2 – Sample Documents
- Exhibit A.3 – Integrations
- Exhibit A.4 – CIS Data Migration Inventory
- Exhibit A.5 – Acceptance Certificate
- Exhibit A.6 – Contract Discrepancy Report

Exhibit B – Payment Schedule
Exhibit C – Contractor Acknowledgement and Confidentiality Agreement
Exhibit D - Third Party Products
Exhibit E - Performance Requirements Summary
Exhibit F - Additional Information Technology (IT) Provisions
Exhibit G – Information Security and Privacy Requirements
Exhibit H - Indemnification and Insurance Provision
Exhibit I – Safely Surrendered Baby Law Flyer
Exhibit J – Internal Revenue Service Notice
Exhibit K – Defaulted Property Tax Reduction Program
Exhibit L – Minimum System Requirements

No work shall commence on this project until a written Notice to Proceed is issued by Districts through Public Works. Districts do not guarantee or promise that any work will be assigned to Contractor under this contract until a written Notice to Proceed is issued by the Districts. Further, Contractor is not guaranteed any minimum amount of work or business under this Agreement for the Customer Information System (CIS) and Related Services.

3. Consideration

In consideration of the performance by Contractor in a manner satisfactory to Districts of the Services described in Section 2 (Contractor's Services) above, including receipt and Acceptance of such work by Director, or his/her designee, of the Districts (hereinafter called Director), the Contractor shall be compensated in accordance with the attached Payment Schedule (Exhibit B) After issuance of a Notice to Proceed by the Districts, the Contractor shall be compensated according to the Payment Schedule (Exhibit B) following Acceptance of work. An Agreement year is defined as a one-year period beginning on the execution date of this Agreement and each anniversary thereafter. Mileage is not reimbursable. There shall be no additional cost for licensing, access to, or use of the Customer Information System (CIS) and Related Services by the Districts' customers who use the CIS.

Districts agree to pay Contractor up to a not-to-exceed Maximum Agreement Sum of Nine Million Nine Hundred Fifty-Seven Thousand Nine Hundred Sixteen Dollars and Ten Cents ($9,957,916.10) in the manner set forth immediately below and according to the Payment Schedule attached to this Agreement as Exhibit B. Districts do not guarantee any work or services of any specific monetary amount under this Agreement.

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

a. Payments for the work accomplished shall be made upon verification and Acceptance of such work by Director, or his/her designee and within sixty (60) days of receipt of invoice, as stated in the Exhibit B (Payment Schedule), up to a maximum contract amount of $9,957,916.10. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director, or his/her designee.

b. Supplemental Professional Services or Optional Work may be required at Districts' discretion, upon prior written authorization by Director, or his/her designee, and will be based on Contractor's Firm Fixed Hourly Rate attached to this Agreement as Exhibit B (Payment Schedule). A Cost-of-Living Adjustment is permitted to be applied to this Firm Fixed Hourly Rate annually in accordance with Section 3 (f) below.

c. Contractor shall not proceed with Professional Services or Optional Work not set forth in the Scope of Services or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Section 49 (Supplemental/Amendment). Contractor will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.

d. Contractor shall provide access to the Customer Information System and Related Services (CIS) to Districts' customers, Public Works, and their contractors and subcontractors at no additional cost.

e. No Payment for Services Provided Following Expiration/Termination of Agreement: Contractor shall have no claim against Districts for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify Districts and shall immediately repay all such funds to Districts. Payment by Districts for services rendered after expiration/termination of this Agreement shall not constitute a waiver of Districts'

right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

f. A Cost-of-Living Adjustment will be granted for this Agreement to the Firm Fixed Hourly Rate. If requested by the Contractor, the Firm Fixed Hourly Rate may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Agreement commencement anniversary date, which will be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase will take effect and become part of this Agreement, it will require a written amendment to this Agreement first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods. Upon approval of COLA, a notification will be sent to the Contractor.

g. Contractor will notify Districts when Agreement amount has been incurred up to 75% of the Agreement total.

h. Districts shall retain from each Deliverable payment, if applicable, ten percent (10%) of the payment ("Withhold(s)") as part security for the fulfillment of the Agreement by the Contractor to achieve Final Acceptance of the Customer Information System and Related Services (CIS). The Withholds will be payable to the Contractor following Final Acceptance, subject to any adjustment for any amounts arising under this Agreement owed to Districts by Contractor.

4. Equipment and Supplies

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

5. Districts' Responsibility

Districts will make available drawings, specifications, and other records as available in Los Angeles County's Department of Public Works' file. Notwithstanding the foregoing, Districts do not represent the accuracy of the content of said materials, but will provide

documents that it determines is reasonably accurate, with the understanding that Contractor will need to confirm accuracy of information provided during the fact-gathering sessions as part of the implementation process.

6. Districts' Representative

Director or Director's authorized representative, shall represent Districts in all matters pertaining to the services to be rendered pursuant to this Agreement. Districts will also designate a project director (Districts' Project Director) and project manager (Districts' Project Manager) to oversee the day to day aspects of the Customer Information System (CIS) and Related Services.

7. Term

a. The term of this Agreement shall begin on the date of the Effective Date of this Agreement and allow for Implementation work to occur and complete within one (1) year from the Effective Date. Following Final Acceptance of CIS, the term of the Agreement will include six (6) years in the initial term for Subscription Services unless otherwise terminated in accordance with this Agreement. At the sole discretion of the Districts, this Agreement may be extended for five one (1) year options for renewal, for a total not to exceed total contract period of 12 years. No work will proceed until a Notice to Proceed is issued by the Districts.

b. The Contractor shall notify Public Works when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Public Works at the address herein provided in Section 40 (Notices).

8. Assignment and Delegation

a. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of Districts, in their discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, Districts consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by Districts to any approved delegate or assignee on any claim under the Agreement shall be deductible, at Districts' sole discretion, against the claims which Contractor may have against Districts.

b. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment

is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of Districts in accordance with applicable provisions of this Agreement.

c. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Districts' express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, Districts shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. Authorization Warranty

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

10. Budget Reductions

In the event that the Los Angeles County Board of Supervisors adopts, in any fiscal year, a Budget which provides for reductions in the salaries and benefits paid to the majority of the County's employees and imposes similar reductions with respect to County or Districts' Contracts, the Districts reserve the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The Districts' notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to provide all of the services set forth in this Agreement.

11. Compliance with Applicable Law

In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

12. Compliance with Civil Rights Laws

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

13. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

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

b. For purposes of this Section, Contractor means a person, partnership, corporation, or other entity which has an 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 Contracts or subcontracts. Employee means any California resident who is a full -time employee of Contractor. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

14. Confidentiality

Contractor and Districts shall maintain the confidentiality of each others records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of each other, or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Districts and County's policies concerning information technology security and the protection of confidential records and information.

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

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement" Exhibit C.

15. Conflict of Interest

No Districts or County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the Districts' approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Districts' approval or ongoing evaluation of such work.

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

16. Consideration of Hiring County's Employees Targeted for Layoff/or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

17. Employees of Contractor

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Districts pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Districts under this Agreement.

Professional Conduct**:** The Districts do not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Districts will properly investigate all charges of harassment by residents, employees or agents of the Districts against any and all Contractor's employees, agents or subcontractors providing services for the Districts. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

18. Contractor Employee Criminal Background Investigation

Each of the Contractor's and subcontractor's staff performing services under the Agreement who is in a designated sensitive position, as determined by the Districts in Districts' sole discretion, may undergo and pass a background investigation to the satisfaction of Districts as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through

fingerprints submitted to the California Department of Justice to include State and local level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regarding less if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, Districts may request that the member of Contractor's staff be removed immediately from performing services under the Agreement. Contractor shall comply with Districts' request at any time during the term of the Agreement. Districts will not provide to Contractor or to Contractor's staff any information obtained through the Districts' background investigation. Districts, in their sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the Districts or whose background or conduct is incompatible with Districts' facility access. Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Contractor Responsibility and Debarment

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

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

c. The Districts may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the Districts, County, or a nonprofit corporation created by them; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the Districts, County, any other public entity, or a nonprofit corporation created by them, or

engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Districts or any other public entity.

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

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

g. If the Contractor has been debarred for a period longer than five 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 Districts may, in their discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Districts.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the

Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of Districts' Contractors.

20. Contractor's Acknowledgement of Districts' Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Districts place a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Districts' policy to encourage all Districts' Contractors to voluntarily post the Districts' "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Los Angeles County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this 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 shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

22. Districts' Quality Assurance Plan

Districts, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which Districts determine are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Districts and Contractor. If improvement does not occur consistent with the corrective action measures, Districts may terminate this Agreement or impose other penalties as specified in this Agreement.

23. Districts Rights

Except for as expressly stated, the rights and remedies of the Districts under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to Districts Facilities, Buildings Grounds

a. When applicable, the Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to Districts facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

b. If the Contractor fails to make timely repairs, Districts may make any necessary repairs. All costs incurred by Districts, as determined by Districts, for such repairs shall be repaid by the Contractor by cash payment upon demand.

25. Employment Eligibility Verification

Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless Districts, its officers, and employees from

employer sanctions and any other liability which may be assessed against Contractor or Districts in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

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

27. Fair Labor Standards

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

28. Force Majeure

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

b. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

29. Governing Law, Jurisdiction, and Venue

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

30. Independent Contractor Status

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

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The Districts shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Contractor understands and agrees that all persons furnishing services to Districts pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of Districts.

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

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 4 (Indemnification and Insurance Provision) of the RFP which will be attached as Exhibit H (Indemnification and Insurance Provision).

32. Liquidated Damages

a. If, based on the set criteria, the Director, or his/her designee, reasonably determines that the Contractor is non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the Districts, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

b. If based on the set criteria the Director or his/her designee, reasonably determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars ($500) per day per infraction, and that the Contractor shall be liable to the Districts for liquidated damages in said amount. Said amount shall be deducted from the Districts' payment to the Contractor.

c. The action noted in this Section shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the Districts cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

d. This Section shall not, in any manner, restrict or limit the Districts' right to damages for any breach of this Agreement provided by law or as specified in Section b above, and shall not, in any manner, restrict or limit the Districts' right to terminate this Agreement as agreed to herein.

e. In addition to the above, Public Works may use Exhibit E, Performance Requirements Summary, to evaluate Contractor's performance.

f. In the event that payment has been withheld or deductions have been made pursuant to this Section 32 (Liquidated Damages), the Contractor may be eligible to earn back all of the withheld or deducted amount(s). To qualify, the Contractor must timely complete Final Acceptance of the System by the date

set forth in the Project Schedule. If this occurs, County will return to Contractor all liquidated damages.

g. This Section 32 (Liquidated Damages) does not apply to Subscription Services following Final Acceptance of the System.

33. Reserved.

34. Nondiscrimination and Affirmative Action

a. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

b. The Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification.

c. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

d. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

e. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

f. The Contractor shall allow Districts' representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Districts.

g. If the Districts find that any provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Districts may terminate or suspend this Agreement. While the Districts reserve the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the Districts that the Contractor has violated the anti-discrimination provisions of this Agreement.

h. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the Districts shall, at their sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non-Exclusivity

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

36. Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within ten (10) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

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

38. Notice to Employees Regarding the Federal Earned Income Credit

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

39. Notice to Employees Regarding the Safely Surrendered Baby Law

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

40. Notices

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

DISTRICTS	CONTRACTOR
Department of Public Works Business Relations and Contracts Division Contracts Section II, 8th Floor 900 South Fremont Avenue Alhambra, CA 91803 (626) 458-2584 rrubio@dpw.lacounty.gov	Hansen Banner, LLC Robert C. Slaton 700 Gervais Street, Suite 100 Columbia, SC 29201 (404) 353-5209 bobby.slaton@hansencx.com

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

41. Ownership of Districts Materials and Districts Data

a. Except for preexisting materials and derivatives of, including enhancements, Contractor and Districts agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of Deliverables, and any other materials or information developed under this Agreement that contain District data, with the exception of the Contractor's CIS and the training

materials for the CIS are and/or shall be the sole property of Districts (hereafter collectively, "Districts' Materials"). Further, all data entered into the System for Districts CIS work, and any other Districts data (collectively, "Districts' Data"), shall be the sole and exclusive property of the Districts. Contractor hereby assigns and transfers to Districts all Contractor's right, title, and interest in and to all such Districts' Materials developed under this Agreement. Contractor shall retain ownership of Contractor's CIS and the training materials, and derivatives thereof but County will be permitted to use these items pursuant to the license in Section 2.0 (Right to Access) of Exhibit F (Additional Information Technology (IT) Provisions).

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

b. Contractor shall execute all documents requested by Districts and shall perform all other acts requested by Districts to assign and transfer to, and vest in Districts, all Contractor's right, title and interest in and to the Districts' Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. Districts shall have the right to register all applicable copyrights, trademarks and patents in the name of the Districts. Further, Districts shall have the right to assign, license, or otherwise transfer any and all Districts' rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Districts Materials.

c. Contractor represents and warrants that the Districts Materials prepared herein under this Agreement, are the original work of Contractor and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the Districts Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Districts Materials.

d. Contractor shall affix the following notice to all Districts Materials: "© Copyright 2025 (or such other appropriate date of first publication), Los Angeles County Waterworks Districts. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents, and writings, and otherwise

as Districts may direct.

e. Districts shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Districts' Materials resulting from this Agreement. Districts will however, honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the Districts' Materials.

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

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the Districts agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Contractor nor any subsidiary of or subcontractor to Contractor shall participate in any way in any future solicitation conducted by Districts that includes or is based upon any solicitation document that is developed as a result of the services rendered by Contractor under this Agreement. As this prohibition applies to subcontractors of the Contractor, Contractor shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Contractor or by any subsidiary of or subcontractor to Contractor in violation of this provision shall be rejected by Districts. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

a. Any documents submitted by the Contractor; all information obtained in connection with the Districts' right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Section of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the Districts. All such documents become a matter of public

record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act), and which are marked "trade secret," "confidential," or "proprietary." The Districts shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

45. Publicity

a. The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the Districts shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

i. The Contractor shall develop all publicity material in a professional manner; and

ii. During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Districts without the prior written consent of the Districts' Project Director. The Districts shall not unreasonably withhold written consent.

b. The Contractor may, without the prior written consent of Districts, indicate in its proposals and sales materials that it has been awarded this Agreement with the Districts, provided that the requirements of this Section shall apply.

46. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the Districts, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this 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, shall be kept and maintained by the Contractor and shall be made available to the Districts during the term of this Agreement and for a period of five (5) years thereafter unless the Districts' written permission is given to dispose of any such material prior to such time. All records shall be provided electronically.

a. In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the Los Angeles County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Districts shall make a reasonable effort to maintain the confidentiality of such audit report(s).

b. Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the Districts may terminate or suspend this Agreement.

c. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the Districts conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the Districts' dollar liability for any such work is less than payments made by the Districts to the Contractor, then the difference shall be either: a) repaid by the Contractor to the Districts by cash payment upon demand or b) at the sole option of the Los Angeles County's Auditor-Controller, deducted from any amounts due to the Contractor from the Districts, whether under this Agreement or otherwise. If such audit finds that the Districts' dollar liability for such work is more than the payments made by the Districts to the Contractor, then the difference shall be paid to the Contractor by the Districts by cash payment, provided that in no event shall the Districts' maximum obligation for this Agreement exceed the funds appropriated by the Districts for the purpose of this Agreement.

47. Recycled Bond Paper

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

48. Subcontracting

a. The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the Districts. Subcontractors listed

in the Contractor's Proposals are approved by Districts, unless otherwise indicated by Districts. Any attempt by the Contractor to subcontract without the prior consent of the Districts may be deemed a material breach of this Agreement.

b. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the Districts' request.

- A description of the work to be performed by the Subcontractor; and
- A draft copy of the proposed statement of work for the subcontract; and
- Other pertinent information and/or certifications requested by the Districts.

c. The Contractor shall indemnify and hold the Districts harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

d. The Districts does not have contractual privity with the Subcontractor. The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract. Contractor shall remain fully responsible for services rendered by any Subcontractor pursuant to a subcontract between the Contractor and Subcontractor.

e. The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Districts' consent to subcontract.

f. The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Districts from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts Section II, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
Ms. Rori Rubio
(626) 458-2584
rrubio@dpw.lacounty.gov

before any Subcontractor employee may perform any work hereunder.

49. Supplemental/Amendment

a. For any change which affects the Scope of Services, Term, Agreement Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment shall be prepared and executed by the Contractor and by the Director, or his/her designee.

b. The Los Angeles County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The Districts reserves the right to add and/or change such provisions as required by the Los Angeles County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director, or his/her designee.

c. The Districts, at its sole discretion, may authorize extensions of time as defined in Section 7 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to the Contractor will be prepared by Districts.

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

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

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

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

52. Termination for Convenience

a. This Agreement may be terminated, in whole or in part, starting the third (3) year from the Effective Date of this Agreement and with nine (9) months prior written notice, when such action is deemed by the Districts, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by at least nine (9) months written notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

b. After receipt of a notice of termination and except as otherwise directed by the Districts, the Contractor shall 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.

c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Record Retention and Inspection/Audit Settlement Section.

d. Districts shall not incur any liability to Districts, other than payment for work already performed, up to the date of termination.

53. Termination for Default

a. The Districts may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of Districts' Project Director:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement.

b. Following Contractor's failure to cure within thirty (30) days the issues identified under Section 53(a) in a written notice to cure to Contractor, the Districts may terminate this Agreement in whole or in part as provided in this Section, and the Districts may procure, upon such terms and in such manner as the Districts may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the Districts for any and all excess costs incurred by the Districts, as determined by the Districts, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-Section.

c. Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in above sub-Section if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but

are not limited to: acts of God or of the public enemy, acts of the Districts in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

e. Following the expiration of the sixty (60) day period provided for in Section 3 (Consideration), the Contractor may terminate this Agreement for failure to pay any undisputed amount owed after receipt of written notice requiring such failure to be remedied.

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

54. Termination for Improper Consideration

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

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

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

55. Termination for Insolvency

a. The Districts may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Contractor; or 4) The execution by the Contractor of a general assignment for the benefit of creditors.

b. The rights and remedies of the Districts provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. Termination for Non-Adherence of County Lobbyist Ordinance

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

57. Termination For Non-Appropriation of Funds

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

58. Time Off for Voting

The Contractor shall notify its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections

Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

60. 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.

61. 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. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62. Warranty Against Contingent Fees

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

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

63. Safety Standards and Accident Prevention

The Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

64. Compliance with the County Policy of Equity

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

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

Districts, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an Agreement with the Districts shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

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

At any time during the duration of the 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), shall decide whether to approve exemption requests.

66. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

67. Additional Information Technology (IT) Provisions and Information Security and Privacy Requirements

Exhibit F, Additional IT Provisions are incorporated into this Agreement. It is currently attached as Attachment 2 (Additional Information Technology (IT) Provisions) to the RFP. Contractor shall also comply with Exhibit G, Information Security and Privacy Requirements, which is currently attached as Attachment 3 (Information Security and Privacy Requirements) to the RFP.

68. Contractor Alert Reporting Database (CARD)

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 an Agreement term extension option.

69. Compliance with Fair Chance Employment Practices

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

70. Severability

In the event that any provision herein is held to be invalid, void, or illegal by any court

of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

71. Interpretation

No provision of this Agreement is to be interpreted for or against either party because, that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

72. Compliance with County's Women in Technology Hiring Initiative

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

73. 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 $250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of this Agreement as determined in the sole discretion of the County.

74. Federally Funded Work

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

regulatory authority.

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

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

If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work. In addition, if applicable, the Contractor is required to verify that its subcontractors/subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors/subcontractors.

75. Consideration of Hiring GAIN/GROW Program Participants

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County‘s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

76. Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

77. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization

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

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

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

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

78. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

79. Most Favored Public Entity

If the Contractor at any time during the term of this Agreement provides the same goods or services under substantially similar quantity, delivery conditions and customer circumstances, including but not limited to environment, customer base, and operational requirements, to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County, provided that the County's circumstances are materially equivalent or similarly situated to those of the other customer.

80. Local Small Business Enterprise (SBE) Preference Program

a. This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

b. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

c. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

d. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

81. Disabled Veteran Business Enterprise Preference Program

a. This Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

b. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

c. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

d. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the

contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

82. Social Enterprise (SE) Preference Program

a. This Agreement is subject to the provisions of the County's ordinance entitles Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

b. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Social Enterprise (SE) vendor.

c. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Social Enterprise (SE) vendor.

d. If Contractor has obtained County certification as a Social Enterprise (SE) vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of

this information prior to responding to a solicitation or accepting a contract award.

83. Reserved

84. Limitation of Liability

EXCEPT AS PROHIBITED BY LAW AND CLAIMS ARISING UNDER SECTION II (INTELLECTUAL PROPERTY INDEMNIFICATION) OF EXHIBIT H (INDEMNIFICATION AND INSURANCE PROVISIONS), IN NO EVENT WILL EITHER PARTY OR ANY OF THEIR OFFICERS, DIRECTORS, BOARD MEMBERS, SUPERVISORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO SUCH PARTY AND REGARDLESS OF WHETHER SUCH PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

EXCEPT AS PROHIBITED BY LAW OR FOR CLAIMS ARISING UNDER SECTION II (INTELLECTUAL PROPERTY INDEMNIFICATION) OF EXHIBIT H (INDEMNIFICATION AND INSURANCE PROVISIONS), IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EXCEED:

A. DURING THE IMPLEMENTATION PHASE, TWO (2) TIMES THE CONTRACT SUM FOR IMPLEMENTATION WORK;
B. DURING THE SUBSCRIPTION PHASE, TWO (2) TIMES THE ANNUAL CONTRACT SUM OF SUBSCRIPTON FEES FOR THE YEAR GIVING RISE TO THE CLAIM; AND
C. AN OVERALL LIMIT OF FOUR (4) MILLION DOLLARS IN GENERAL DAMAGES FOR THE TERM OF THE CONTRACT.

FOR CLAIMS ARISING UNDER SECTION I (INDEMNIFICATION) AND UNDER SECTION II (INTELLECTUAL PROPERTY INDEMNIFICATION) OF EXHIBIT H (INDEMNIFICATION AND INSURANCE PROVISIONS), IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE EXCEED FIVE (5) MILLION DOLLARS UNDER SECTION I (INDEMNIFICATION) AND TEN (10) MILLION DOLLARS UNDER SECTION II (INTELLECTUAL PROPERTY INDEMNIFICATION).

85. Entire Agreement

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

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

LOS ANGELES COUNTY WATERWORKS
DISTRICT 21, KAGEL CANYON

By_____
Deputy Director
Department of Public Works

LOS ANGELES COUNTY WATERWORKS
DISTRICT 29, MALIBU

By_____
Deputy Director
Department of Public Works

MARINA DEL REY WATER SYSTEM

By_____
Deputy Director
Department of Public Works

LOS ANGELES COUNTY WATERWORKS
DISTRICT 36, VAL VERDE

By_____
Deputy Director
Department of Public Works

LOS ANGELES COUNTY WATERWORKS
DISTRICT 37, ACTON

By_____
Deputy Director

HANSEN BANNER, LLC

By_____
President

_____
Type/Print Name

By_____
Secretary

_____
Type/Print Name

Department of Public Works

LOS ANGELES COUNTY WATERWORKS
DISTRICT 40, ANTELOPE VALLEY

By_____
Deputy Director
Department of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Principal Deputy County Counsel

_____
Type/Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Clear Form Print Form

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Clear Form Print Form

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SCOPE OF WORK

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1.0 INTRODUCTION

1.1 BACKGROUND

The Los Angeles County Waterworks Districts ("Districts") is the water utility division of Los Angeles County's Public Works Department ("Public Works" or "County") with a mission to provide reliable, high-quality water, and service at a reasonable cost to all customers. The Districts serve approximately 250,000 residents through 70,000 metered connections in Los Angeles County, California. The Districts, which are operated by and staffed with County employees from Public Works, provides Districts' customers with water from three sources: local groundwater and water imported through the State Water Project (SWP) and the Colorado River Aqueduct CRA. The Districts consist of Los Angeles County Waterworks District 21, Kagel Canyon; Los Angeles County Waterworks District 29, Malibu and Topanga; Marina del Rey Water System; Los Angeles County Waterworks District 36, Val Verde; Los Angeles County Waterworks District 37, Acton; and Los Angeles County Waterworks District 40, Antelope Valley. The Districts are headquartered in Alhambra, California, with two district offices in the Antelope Valley and Malibu regions.

Currently, the Districts use an on-premises Customer Information System that has been in use since January 2011. The current system is located in Los Angeles County's Data Center in El Segundo, California.

The Districts' current assessment indicates a requirement for at least eighty-three (83) County staff licenses to meet Public Works' operational needs for the Districts based on the following assessment:

Internal Department / Group	Primary Users*	Secondary Users**	Casual Users***
Fiscal/Cashier Office	4	3	2
Customer Service Representatives & Supervision	30	2	2
Field Operations Including Service Order Management	15	15	30
Survey & Mapping	2	1	2
Information Technology	3	3	2
LACWD Field Engineering	4	1	2
LACWD Alhambra Office	4	5	10
Subtotal	**62**	**30**	**50**
Usage Frequency	*Full Day*	*Half Day*	*Up to One Hour Daily*
Total Licensing	**62**	**15**	**6.25**

Grand Total Licenses 83

*Primary Users: use the System for 4 to 8 hours daily.
**Secondary Users: use the System for 2 to 4 hours daily.
***Casual Users: use the System for 1 hour or less daily.

The District's assessment of external use for District's customers and meter and backflow testers indicates a requirement for at least eighty thousand (80,000) licenses to meet Districts' operational needs based on the following assessment:

Total Licenses for External Use: 80,000

Customer Groups	Users
Meter Testers	4
Backflow Testers	30
Customer Accounts (Web, Phone, etc.)	79,966

The Districts' Customer Information System (CIS) may require an increase in the number of licenses to accommodate the Districts' expanding service needs and ensure continued efficiency in customer management.

1.2 OVERVIEW AND OBJECTIVES

The objective of the CIS project is for a Contractor to implement a new Software as a Service (Saas) based Customer Information System ("CIS" or "System") that would be the turnkey customer system of record for the Districts, providing customers with a comprehensive and efficient one-stop solution. The new CIS should support integration with existing and planned customer contact channels and data access paths. By leveraging technologies available today, both the Districts and its customers can benefit from enhanced services.

The project's objectives include the following, but are not limited to:

1. Improving services for internal and external customers
2. Implementing an integrated customer service system
3. Offering additional online and phone self-service options
4. Providing more customer self-service options over the internet and telephone
5. Reducing manual processes and increasing productivity by creating efficiencies
6. Digitizing paper-based workflows
7. Selecting and implementing a supportable solution

The Districts are open to product configuration rather than customizations to achieve these objectives. The implementation process may involve a business process redesign or change management effort, focusing on redesigning critical business functions.

The proposed solution should encompass the setup and configuration of the CIS, data transfer, data, and system recovery, as well as ongoing technical support throughout the duration of the Agreement. The Agreement will require a comprehensive suite of solutions and allow for scaling up of the new CIS and adding additional services, as needed.

The proposed solution from the Proposer should cover all existing processes and CIS requirements as listed in Exhibit A.1 – Functional and SaaS Requirements, and Exhibit A.3 - Integrations.

1.3 PROJECT ADMINISTRATION

The District will use Public Works to administer this project with Contractor. Contractor shall, in coordination with Public Works' oversight, provide project management, planning, monitoring, supervision, tracking, documentation, and control for all project activities during the term of the Agreement. The Contractor shall employ best project management standards and practices in the performance of all work.

This section describes the method for managing and delivering the tasks, Deliverables, goods, services, and other work described in this Scope of Work.

Districts Key Resources

The Districts will provide the following through Public Works:

1. Districts Project Director, who will approve and accept all Deliverables and other work.
2. Districts Project Manager(s), who will act as the primary point of contact on behalf of the Districts for the day-to-day operations of the Project. The Districts Project Manager will track all Contractor tasks, subtasks, and Deliverables as well as monitor project progress against approved project implementation schedule and milestones.

Contractor Key Resources

The Contractor shall provide the following qualified and experienced Contractor key staff who shall be part of the Contractor's project management and implementation team.

The Contractor shall not be allowed to make changes in key personnel on the project team subsequent to the award of the Agreement without written

consent from Public Works. Additionally, Public Works reserves the right to interview and approve personnel, approve all personnel changes, or request personnel changes as Public Works deems appropriate during the course of the project.

The Contractor's key implementation staff must be onsite during the Go-Live. Contractor's key staff are:

1. Account Manager, who will be responsible for ensuring overall Districts satisfaction with all the Contractor's products and services throughout the term of the Agreement. The Account Manager will ensure the delivered solution is designed, implemented, maintained, and supported to meet the Districts' needs.
2. Contractor Project Director, who will be responsible for the overall management and coordination across the Contractor's organization to ensure that the Contractor's project implementation team completes all Deliverables and other requirements successfully and on schedule. The Contractor Project Director shall serve as the primary point of contact for the Districts Project Director. The Contractor Project Director must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).
3. Contractor Project Manager, who will act as a central point of contact for Public Works staff and have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the project. The Contractor's Project Manager shall be able to effectively communicate in English, both orally and in writing and must be available to Public Works either on-site or telephonically, from 5:00 a.m. to 5:00 p.m. PST, Monday through Thursday, each week of the year. The Contractor Project Manager must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).

Contractor Furnished Items

Unless expressly stated otherwise, Contractor shall provide all tasks, Deliverables, goods, services, and other work to perform and complete such work as is set forth in the Agreement, including this Scope of Work. The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by its employees and Public Works' personnel.

General Deliverable Acceptance Criteria
Unless stated otherwise in this Scope of Work, all written Deliverables must be provided using standard Districts' tools such as, but not limited to, Adobe Acrobat, Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Visio, and Microsoft Project. Any exceptions must be approved by the Districts Project Manager. Any Deliverables provided in PDF format must be accompanied by the original format used to develop the Deliverable.

All Deliverables shall include an Acceptance Certificate (Exhibit A.5), which must be approved by the Districts Project Manager and the Districts Project Director, as evidenced by the Districts Project Manager's and the Districts Project Director's signature before the Contractor can invoice the Districts for payment in connection with the Deliverable. The Districts requires a minimum of five (5) business days to review each Deliverable, with a corresponding five (5) business days resolution period for the Contractor to correct any deficiencies in the Deliverable. However, Contractor acknowledges and agrees that some Deliverables may require a more extensive review and resolution. Contractor shall identify such Deliverables and schedule Deliverable review/resolution periods accordingly in its proposed project management plan. The Districts reserve the right to increase the review period, as needed, when it needs additional time for review of a Deliverable, and will notify Contractor in advance when it elects to do so.

Each Deliverable described in Paragraph 3.0 (Task and Deliverables) shall be deemed accepted upon Districts' formal approval via Public Works of the Task/Deliverable Acceptance Form submitted upon completion of each Deliverable, unless stated otherwise. Refer to Exhibit A.5, Acceptance Certificate.

An amount of ten percent (10%) from the payment of each approved Deliverable will be withheld for deferred payment until Final Acceptance as defined in this Scope of Work and Section 4.4 (Final Acceptance) of Exhibit F – Additional Information Technology Provisions.

2.0 SCOPE

This Scope of Work sets forth the tasks, Deliverables, services, and optional services to be provided by the Contractor for the new CIS.

The Districts intends to acquire a web-based system, hosted and fully managed/supported by the Contractor as a Software as a Service (SaaS) Solution to satisfy all its requirements as listed in Exhibit A.1 – Functional and SaaS Requirements, and Exhibit A.3 - Integrations.

3.0 TASKS AND DELIVERABLES

Although CIS vendors may have established implementation methodologies that do not fully align with the structured deliverables outlined in this RFP, it is imperative that all proposers clearly demonstrate how they will satisfy the Districts' required deliverables. Proposers must provide a detailed response outlining how their approach will meet each deliverable, rather than submitting standardized implementation plans that do not specifically address the Tasks and Deliverables. Proposers are advised that completeness in response to this section may result in a higher overall evaluation score for this section.

3.1 TASK 1: PROJECT INITIATION, PLANNING, AND ONGOING MANAGEMENT

Subtask 1.1.1: Project Kick-Off

The Contractor shall arrange and conduct a Project Kick-off Meeting with Public Works who operates the Districts and relevant agencies or organizations as determined necessary by Public Works, and shall prepare Project Kick-off Meeting Minutes.

Subtask 1.1.2: Weekly Project Management Meetings

The Contractor shall conduct weekly project management meetings (or additional meetings as needed) to review project progress, discuss any issues impeding work progress, and review upcoming tasks. The Contractor shall prepare Weekly Project Management Meeting Minutes summarizing discussions and action items and distribute them to all participants.

Subtask 1.1.3: Presentation Materials and Handouts

The Contractor shall make presentations to Public Works staff, affected vendors, and other Los Angeles County Department(s) as requested. The Contractor shall obtain prior approval from Public Works for any Presentation Materials and Handouts to be distributed and provide an electronic copy of the distributed materials.

Subtask 1.1.4: Project Control Document (PCD)

The Contractor shall prepare a detailed Project Control Document (PCD) outlining the overall strategy, approach, and methodologies that will be used to manage and execute the project. At a minimum, the Project Control Document shall cover:

1. Scope Definition describing all work in this Scope of Work and elsewhere in the Agreement.
2. Project Organization, roles, and resources requirements.
3. Contractor's Project Schedule shall include:
    a. All Deliverables, including those referenced in Exhibit B (Form PW-2, Payment Schedule);
    b. All tasks, subtasks, Deliverables and other work;
    c. Start date and date of completion for each Deliverable, task, subtask, and other work;
    d. Proposed Public Works review period for each Deliverable; and
    e. Proposed milestones;
4. Risk Management Plan
5. Communication Plan
6. Quality Assurance and Control Plan
7. Change Management Plan
8. Stakeholder Engagement

Subtask 1.1.5: Monthly Progress Reports

The Contractor shall submit written Monthly Progress Reports to the Districts via Public Works, providing a comprehensive update on the work performed, which include a narrative of accomplished tasks, a review of incomplete tasks with reasons and new completion dates, an outline of anticipated tasks for the next month, a summary of past and anticipated problems with possible solutions, project schedule updates, list and status of outstanding issues and Deliverables, required invoices, and detailed status on all action items from previous project meetings.

In each monthly Progress Report, Contractor shall include:

1. Contractor Project Director and Manager Names.
2. Contractor Name.
3. Reporting periods start and stop dates.
4. Date of report.
5. Highlights of the reporting period.
6. Tasks, subtasks and other work completed during the reporting period which were not scheduled.
7. Tasks, subtasks, and other work completed during the reporting period which were scheduled.
8. Tasks, subtasks, and other work started during the reporting period.
9. Tasks, subtasks, and other work in progress during the reporting period.
10. Tasks, subtasks, and other work scheduled for completion during the reporting period which were not completed.
11. Planned activities for the next reporting period.
12. Issues identified during that reporting period.

13. Issues resolved during that reporting period.
14. Corrections to the prior status report.
15. Meetings scheduled for the next reporting period; and
16. Any other items requested by Districts' Project Director.

Subtask 1.2: Ongoing Project Administration

Contractor shall perform ongoing project administration during the term of the Agreement, which shall include:

1. Manage all Contractor staff, including Subcontractor staff, assigned to the project.
2. Coordinate with the Districts via Public Works, other County departments (including but not limited to Los Angeles County Treasurer and Tax Collector, Los Angeles County Internal Services Department, and Public Works Fiscal, Information Technology, GIS), or external agencies, as appropriate.
3. Manage/resolve issues raised by Districts via Public Works and documented in status reports.
4. Provide planning and direction in accordance with the Districts approved PCD, ensuring that proper project management controls exist and are in use.
5. Provide change management.
6. Provide routine and realistic assessments of progress as targeted in the Contractor's Project Schedule.
7. Implement quality assurance measures that allow the delivery of high quality, effective Deliverables to the Districts via Public Works; and
8. Participate in the Deliverable review/resolution process for all Deliverables.

Contractor Project Director shall conduct project status meetings as agreed upon and provide status reports in a District-specified format to the District' Project Director throughout the term of the Agreement.

Contractor's Project Director shall attend status meetings with the Districts' Project Director to review any issues, and the status of the Contractor's Project Schedule. The Contractor shall deliver an updated PCD and include an indication of any variance from the current Districts-approved Contractor's Project Schedule affecting the project's schedule, resources, or impacting the project's critical path. All variances shall be presented to the Districts' Project Director for approval at the status meeting or as directed by the Districts' Project Director. Contractor shall send an updated copy of the PCD incorporating only Districts-approved variances to the Districts' Project Director for approval no later than twenty-four (24) hours prior to any subsequent status meeting.

Subtask 1.3: Validos Quality Assurance Inspector - QA Monthly Assessment Report

Contractor will bring on an independent vendor as a subcontractor to Contractor, to provide comprehensive monthly QA report assessing project health across governance, objectives, resourcing, and risk, with actionable recommendations for improvement. The QA process involves reviewing project documentation and governance artifacts, conducting stakeholder interviews, applying a structured scoring methodology across key categories (objectives, governance, resourcing, PMO), identifying risks and gaps, and delivering actionable recommendations with next steps. The QA Report will be prepared in PowerPoint format and include evaluation of:

1. Project Objectives and Success Criteria
2. Organization and Resourcing
3. Project Management (PMO)
4. Schedule Management
5. Methodology, Process, and Quality
6. Budget and Scope
7. Project Perception
8. Utility Readiness (Organizational Change Management)

A Monthly Assessment Report will be due every month for the twelve (12) month implementation period until Final Acceptance has been achieved.

<u>Deliverables for TASK 1:</u>

Deliverable 1.1.1: Project Kick-off Meeting Minutes.
Contractor will provide the Project Kick-Off Meeting Minutes as required in this Task 1.

Deliverable 1.1.2: Weekly Project Management Meeting Minutes.
Contractor will provide the Weekly Project Management Meeting Minutes as required in this Task 1.

Deliverable 1.1.3: Presentation Materials and Handouts.
Contractor will provide the Materials and Handouts as required in this Task 1.

Deliverable 1.1.4: Project Control Document.
Contractor will provide the Project Control Document as required in this Task 1.

Deliverable 1.1.5: Monthly Progress Reports.
Contractor will provide the Monthly Progress Reports as required in this Task 1.

Deliverable 1.2: Ongoing Project Administration
Contactor will provide ongoing project administration through the term of the Agreement.

Deliverable 1.3: Monthly QA Assessment Reports
Contractor will provide Monthly QA Assessment Reports as required in this Task 1.

3.2 TASK 2: DISCOVERY AND BUSINESS PROCESSES ASSESSMENT

Subtask 2.1: Planning for Requirements Gathering

Contractor, working in conjunction with Districts' designated stakeholders that include but are not limited to, other County Departments, vendors, Districts' stakeholders, and subject matter experts, shall plan the schedule for Requirements Discovery Sessions. The planning shall include the development of schedules and locations for the appropriate analysis and meetings with Public Works and others approved by Public Works, as well as identification of the key participants for each meeting.

The Contractor shall meet with the Districts' stakeholders and subject matter experts, which include the following areas:

1. Account management
2. Billing Management
3. Credit and Collection Management
4. Customer Service Management
5. Financial Management
6. Rates Management
7. Meter Inventory Management
8. Service Order Management
9. E-Commerce Management
10. Development and New Services
11. Automated Meter Reading
12. Water Quality

Subtask 2.2: Requirements Gathering

Contractor shall conduct Requirements Discovery Sessions of all functional and technical requirements. As a result of this subtask, the Contractor shall establish a working set of baseline functional, and technical requirements that will serve as the basis for design, configuration, and development work

(if needed), which will result in a Draft System Requirements Document. The Contractor shall accomplish this by completing the following steps:

1. Reviewing the Agreement terms & conditions, Scope of Work requirements and Agreement Exhibits.
2. Conducting Requirements Discovery Sessions with Public Works staff who operate the Districts and Public Works-specified key users of the system to ensure a common understanding of the requirements.

Subtask 2.3: Planning for Requirements Verification

Contractor, working in conjunction with Districts designated stakeholders, shall plan requirements review and schedule for the activities for the Requirements Verification and Analysis (subtask 2.4). The planning shall include the development of schedules and locations for the appropriate analysis and meetings with Districts and others approved by Public Works, as well as identification of the key participants for each meeting.

Subtask 2.4: Requirements Verification and Analysis

Contractor shall conduct a thorough verification of all functional and technical requirements gathered in the Requirements Gathering Sessions. The Contractor shall validate all functional and technical requirements and verify that all requirements have been identified. As a result of this subtask, the Contractor shall establish a complete set of baseline functional and technical requirements that will serve as the basis for System design and development. Contractor shall accomplish this by completing the following steps:

1. Reviewing the Agreement with Exhibits.
2. Conducting any clarification sessions with Public Works staff and Public Works-specified key users of the System to ensure a common understanding of the requirements.
3. Requesting additional information, as appropriate, to ensure a thorough understanding of the requirements.

Contractor shall record all functional and technical requirements in a Requirements Traceability Matrix and Report. The Contractor shall ensure that:

1. Additional documentation, such as clarifications, details, and/or examples that help more thoroughly define a requirement, shall be attached to the appropriate requirement(s); and
2. All Requirements Traceability Matrix links exist between each unique functional and technical requirements and other related functional and technical requirements, including the Exhibits, documents (e.g., clarifications or examples), or other Deliverables.

Contractor shall prepare Deliverable 2.4.1 (System Requirements Document (SRD)), summarizing the Contractor analysis and verification of the functional and technical requirements, including any impacts to the proposed System design concept and its related requirements, specifications, and components prior to initiating design. This document shall serve as the foundation for future design, configuration, and development (if needed).

Contractor shall prepare Deliverable 2.4.2 (Requirements Traceability Matrix and Report) that includes any unresolved traceability issues. Deliverable 2.4.2 (Requirements Traceability Matrix and Report) shall be used to ensure that all technical requirements can be clearly traced to the business or functional requirements that they must support. The Contractor shall use the Districts and Public Works business processes, workflows, terminology, and nomenclature wherever possible. The Requirements Traceability Matrix and Report can also be used to ensure that all proposed business logic can be traced to the supporting business need or Districts and/or Public Works objective. This matrix will be used as a quality assurance tool throughout the System design, configuration, and development (if needed) process and shall be updated by the Contractor as needed for subsequent activities.

Subtask 2.5: Business Processes Assessment

The Contractor shall evaluate the Districts' current operational processes that are handled by Public Works, and identify areas of improvement, streamline workflows, and enhance efficiency to achieve better business outcomes. The Contractor shall:

1. Meet with the Districts' stakeholders and subject matter experts to collect, identify, and map/document the Districts' business or operational processes.
2. Identify key performance indicators (KPI) reflecting the Districts' success in providing water services to its customers.
3. Analyze the documented processes, including comparing with industry best practices and evaluating against KPIs, to identify bottlenecks, risks, inefficiencies, and areas where the Districts can align its processes to achieve better results.
4. Develop recommendations and strategies for optimizing processes and mitigating risks.
5. Prepare and present the Business Process Assessment Report to Public Works, which includes, but is not limited to, the following:
    a. Process flowchart or map illustrating the sequence of steps, decision points, roles, and interactions in the current process.

b. List of KPIs with clear definitions and measurement methods.
c. Analysis report detailing strengths, weaknesses, and inefficiencies observed in the current process, aligned with the defined KPIs and pain points, bottlenecks, and improvement opportunities.
d. Comprehensive list of recommended improvements, addressing how each recommendation addresses the issue.
e. Define the turnover of the developed business processes to Public Works for continued maintenance and updates as processes are changed or added post Go-live.

Deliverables for TASK 2:

Deliverable 2.1.1: Requirements Gathering Schedule
Contractor shall provide the Requirements Gathering Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to the Contractor's Project Schedule. The updates to the Contractor's Project Schedule will include the detailed activities, schedule, and resources required for completing Task 2, Subtask 2.2 (Requirements Gathering).

Deliverable 2.2.1: Draft Systems Requirements Document (SRD)
Contractor shall provide a draft SRD that shall document a preliminary set of functional and technical requirements for the System, describing in detail what the System must do and other attributes the System must have to provide and support all services. Draft SRD will be reviewed and approved to the satisfaction of the Districts.

Deliverable 2.3.1: Requirements Verification Schedule
Contractor shall provide the Requirements Verification Schedule that describes the proposed number of meetings, names of anticipated participants, proposed agenda(s), and updates to the Contractor's Project Schedule. The updates to the Contractor's Project Schedule will include the detailed activities, schedule, and resources required for completing the Requirements Verification and Analysis.

Deliverable 2.4.1: System Requirements Document (SRD)
Contractor shall provide an SRD that documents the complete set of verified functional and technical requirements for the System, describing in detail what the System must do and other attributes the System must have in order to provide and support all services.

Deliverable 2.4.2: Requirements Traceability Matrix and Report
Contractor shall provide a Requirements Traceability Matrix and Report to establish that all links for each functional and technical requirement, as set forth in the Exhibits, documents (e.g., clarifications or examples), or other Deliverables, have been successfully documented. Contractor shall also indicate any unresolved traceability issues. Unresolved traceability issues will be reviewed and discussed with Public Works in detail to reach resolution to the satisfaction of the Districts.

Deliverable 2.5.1: Business Process Assessment Report
Contractor will provide and present the Business Process Assessment Report as required in this Task 2.

3.3 TASK 3: SYSTEM DESIGN

The Contractor shall provide a System design based on Deliverable 2.4.1: SRD and Deliverable 2.4.2: Requirements Traceability Report. The design shall be documented in the System Design Document and include the following considerations:

- Assumptions, limitations, and constraints.
- Hosted Environments. The Contractor shall define and document the various hosted environments (e.g., Test, Staging, Production, Reporting, etc.) used throughout the contract term. Documentation shall include a description of each hosted environment and maintenance-related processes (replication, etc.) for non-production environments. The System shall include a minimum of two (2) hosted environments.
    - Test – the environment to facilitate System testing or validation before changes are deployed to the Production environment.
    - Production – the environment where the live, operational version of the System is deployed and accessed by end-users.
- System Architecture. The Contractor shall develop the System's architectural design and identify all technologies and components, including third-party products, used in the System.
- Functional Design. The Contractor shall develop the functional design of each requirement listed on Deliverable 2.4.1: SRD. The functional design shall include the requisite data fields, data flows, business logic, and user interface specifications.
- Customizations. If customizations are required to meet Public Works' requirements, the Contractor shall define the

sustainable approach for System customizations and identify all customizations. All customizations shall be part of the System and are subject to the terms of this Agreement throughout the Agreement term.

The identification of customizations shall be incorporated into the requirements assessment process. Customizations required to meet regulatory obligations will be included within the scope of implementation. Any customizations beyond regulatory requirements will be evaluated separately to determine the associated effort and cost.

Deliverable for TASK 3:

Deliverable 3.1.1: System Design Document
The Contractor shall provide the System Design Document as required in this Task 3.

3.4 TASK 4: SYSTEM CONFIGURATION AND DEVELOPMENT

Upon the Districts approval of Deliverable 3.1.1: System Design Document via Public Works, the Contractor shall provision, set up, configure, and customize (when applicable) the System per Deliverable 3.1.1: System Design Document.

After the completion of configuration work of the System, the Contractor shall conduct quality assurance testing to ensure compliance with applicable System designs and present and release the System to Public Works for initial review and feedback.

Deliverable for TASK 4:

Deliverable 4.1.1: Working System, configured based on the System Design Document.
The Contractor shall deliver the configured System as required in this Task 4.

3.5 TASK 5: INTEGRATIONS

The Contractor shall integrate CIS with other County systems. The Contractor shall:

1. Review all integrations listed in Exhibit A.3 – Integrations and meet with County key subject matter experts to assess integration requirements and scope.
2. Work with County key subject matter experts and develop a design for each integration.

3. Document the integrations in a report ("Integrations Documentation and Report") which includes the following:
    a. Scope statement defining the extent of integration and any limitations.
    b. Detailed integration requirements.
    c. Integration approach, technologies, and/or tools chosen for the integration.
    d. Detailed workflow diagram illustrating the sequence of interactions between systems.
    e. Data mapping details illustrating how data fields are mapped between systems.
4. Coordinate with County staff to integrate the systems ("CIS Integrations"). County staff will perform the integration work required for County systems, and the Contractor shall perform all other integration work.
5. Test the integrations and demonstrate to the County to verify end-to-end functionality and data accuracy.

Deliverables for TASK 5:

Deliverable 5.1: Integrations Documentation and Report
Contractor will provide the Integrations Documentation and Report as required in this Task 5.

Deliverable 5.2: CIS Integrations
Contractor will perform and deliver the CIS Integrations as required in this Task 5.

3.6 TASK 6: DATA MIGRATION

The Contractor shall develop a detailed migration plan from the current system to the new CIS, migrate the data according to the plan, and validate the successful migration of data from the Districts' current CIS (source system) into the new/Contractor's CIS (target system).

The Contractor shall work with Public Works to plan for and prepare a plan to acquire data from its current system and provide or develop programs or scripts required to migrate data to the new System.

During the data migration phase, the Contractor shall deliver to Public Works a comprehensive data structure document specifying the required data formats and content for the Hansen CIS application. The Contractor's migration specialist will collaborate with the Public Works Database Administrator to facilitate a clear understanding of the data and its mapping, ensuring accurate and complete provision of data for integration into the Contractor's migration processes.

Once the Data Migration Plan has been implemented and information has been acquired from Public Works, Contractor shall map the data, load the data into the target system, and perform the necessary tests to ensure the data is structured properly and can be used to meet the functional requirements.

The Contractor shall:

1. Review Exhibit A.4, CIS Data Migration Inventory, and develop a detailed data migration plan ("Data Migration Plan") that describes how the Contractor will move data from the source system to the target system while ensuring data integrity, security, and minimal disruptions to operations and shall include the following:
    a. Data migration strategy and roadmap, outlining the steps for migration.
    b. All tools that will be used in the process (Extract, Transform, and Load tools, etc.). The Contractor shall provide all data migration tools unless stated otherwise by Public Works.
    c. Key stakeholders and their roles during the migration process.
    d. Data cleansing and pre-migration activities shall be performed by the Public Works Database Administrator, who possesses expertise in the current system architecture and data structures. The Contractor will provide guidance and support throughout these activities as needed. Migration schedule, detailing the timeline for migrating different data sets, aligned to the project schedule.
    e. Data integrity and validation processes.
    f. Contingency or rollback plan in case the migration encounters critical issues or fails. Define procedures to revert to the original state if necessary.
2. Migrate the data and validate the successful migration of data into the target system and prepare a Data Migration Log documenting these activities.
3. Document the results of the data migration ("Data Migration Completion Report").

<u>Deliverables for TASK 6:</u>

Deliverable 6.1: Data Migration Plan.
Contractor will provide the Data Migration Plan as required in this Task 6.

Deliverable 6.2: Data Migration Log.
Documenting the migration process and any issues or defects encountered during migration.

Deliverable 6.3: Data Migration Completion Report.
Data validation test results indicating the successful migration of data listed in Exhibit A.4, CIS Data Migration Inventory, into the target system.

3.7 TASK 7: TESTING

The Contractor shall develop a detailed test plan, execute the tests according to the plan, and document the test results validating successful completion.

The Contractor shall:

1. Develop a detailed test plan that defines the approach to testing, including methodologies, techniques, and tools to be used and, at minimum, shall include the following:
    a. Functional testing, addressing all requirements listed in Exhibit A.1, Functional and SaaS Requirements.
    b. Stress testing, measuring system performance under heavy usage (50 concurrent CIS users, calculating bills for 3,000-meter reads, printing 3000 bills, 20 customers utilizing the phone system, and 30 customers utilizing the functionalities of the web portal to validate meeting performance targets. The Contractor shall perform performance analysis and tuning until performance targets are met or as agreed to by Public Works.
    c. User Acceptance Testing (UAT), describing the use cases and UAT processes. The Contractor shall collaborate with Public Works to define the use cases for the following user types: IT administrators, CIS technical support staff, CIS administrators, CIS supervisors, CIS customer service representatives, CIS data entry personnel, field personnel, and the Districts' water customers.
    d. Testing environments with a description and purpose for each environment (test and production, etc.).
    e. Test tools that will be utilized. The Contractor shall provide all testing tools unless stated otherwise by Public Works.
    f. Test participants and their roles during the test process.

g. Test schedule, detailing the timeline for performing the tests, aligned to the project schedule.
h. Reporting and issue resolution process, which describes how issues will be reported and resolved.
i. Exit criteria that must be met before testing can be considered complete to proceed with Task 11: Go-Live Implementation and Support. Exit criteria shall include, but not be limited to, the following:
   - The new CIS shall produce the same or equivalent results when compared with the Districts' current CIS.
   - The new CIS shall respond to all online transactions within an average of one and one-half (1.5) seconds or better for 99.9% of all internal transactions, including field offices.
   - The new CIS will complete billing calculations, bill print or file maintenance cycle for 3,000 accounts within a batch-operating window of one hour.

2. Prepare and provide all materials needed to conduct testing, such as test scripts, tools, and environments.
3. Execute the test plan. The Public Works Project Manager, in collaboration with the Contractor's Business Analyst Lead, shall jointly facilitate and execute the mutually agreed-upon plan. Both parties will be accountable for the successful implementation of the Test Plan, ensuring that the combined expertise of Public Works and the Contractor is leveraged to address business processes, system functionality, and effective issue triage and resolution.
4. Document and present all test results in a report to Public Works that shall include, but not be limited to, the following:
   a. Functional, stress, and user acceptance test results indicating successful completion of all tests.
   b. Test issue and resolution logs.

<u>Deliverables for TASK 7:</u>

Deliverable 7.1: Test Plan.
Contractor will provide the Test Plan which outlines the methodologies, tools, and testing approaches.

Deliverable 7.2: Test Materials.
Contractor will deliver test scripts, test tools, and test environment.

Deliverable 7.3: Test Completion Report.
Contractor will provide the Test Completion Report, which includes functional, stress, and user acceptance test results along with issue and resolution logs, ensuring successful validation of the Districts' new CIS.

3.8 TASK 8: TRAINING

The Contractor shall develop a detailed Train the Trainer training plan and deliver training to all CIS users. The Contractor shall:

1. Develop a training plan that reflects the Hansen CIS base system configuration, workflows, and processes that will be used by the Districts and shall include the following:
    a. Strategy and approach for training the following estimated users, which may increase or decrease slightly, who will provide the training to Districts' CIS users:
        - Hansen offers four (4) weeks of in-person key team Core Hansen CIS Functional training to get your team proficient in running the system and managing your core meter-to-cash and customer service processes. Learner understanding is reinforced with hands-on exercises and periodic assessments. Other components of Hansen's Training Methodology include access to our online Hansen CIS Connect Community which provides access to our award-winning context-sensitive online help for a full review of system capabilities, along with access to the Hansen LMS (Learning Management System).
        - CIS Administrators (7 users): Responsible for configuring System controls, security, and access controls, setting, and adding billing water rates, quality assurance of processes performed, reporting and analytics, managing customer service platforms, managing billing and revenue collection, and managing System integrations.
        - CIS Billing Staff (10 users): Primarily interacts with the CIS and is responsible for tasks such as meter reading imports/exports, bill calculations, opening and closing of accounts, backflow administration, IVR and customer

messaging administration, service order management, and customer service.

- Occasional users/Secondary users (10 users): Those who periodically extract/input information from/to the CIS or are incidental users of its functionality, such as users who manage backflow accounts, or field operations staff who complete service orders.

b. Training topics.

c. List of all training materials that will be developed and delivered to Public Works. All training materials shall reflect configuration, workflows, and processes specific to the Districts.

d. Training methods such as instructor-led, online self-help, computer-based training, and other platforms as needed.

e. Training schedule. Training shall be scheduled in a timely manner to avoid losing the knowledge gained when CIS users start using the System. The Contractor shall notify Public Works at least two weeks in advance of the scheduled training session.

2. Develop and deliver all training materials (hardcopy and electronic formats as applicable) necessary to train CIS users.

3. Assist Districts with Training CIS users. The Contractor shall assist Districts with training CIS users and shall conduct a dry run of applicable training sessions/classes with the Districts' Project Manager and obtain approval prior to assisting with conducting the training sessions/classes.

4. Prepare and deliver a Monitoring and Operations Guide, which include practices specific to the Districts' CIS configurations and workflows for CIS Administrators to monitor and operate CIS effectively.

<u>Deliverables for TASK 8:</u>

Deliverable 8.1: Training Plan.
Contractor will provide a Training Plan which outlines the strategies, approaches, and schedules for training CIS users.

Deliverable 8.2: Training Materials.
Contractor will provide Training Materials; user manuals, orientation, and training materials (hardcopy and electronic formats).

Deliverable 8.3: Training Log.
Contractor will provide a list of the dates and attendees in which the trainings were provided.

Deliverable 8.4: Monitoring and Operations Guide.
Contractor will provide a Monitoring and Operations Guide which details practices specific to the Districts' CIS configurations and workflows for effective monitoring and operating of the CIS.

3.9 TASK 9: GO-LIVE IMPLEMENTATION PLANNING

Contractor shall initiate planning for deployment and implementation of the System. The Contractor shall develop the Implementation Master Plan that includes the strategy, resources, and schedule for implementation of the System to allow for Go-Live use.

Contractor, in consultation with Districts via Public Works, shall develop Deliverable 9.1 (Implementation Master Plan), including a description of preparation activities to be included in Task 9 (Go-Live Implementation Planning), and the schedule to ensure that all Subscription Services are fully operational by the end of the Implementation. The Contractor shall also reference any additional plans, developed during Task 7 (Testing), in Deliverable 9.1 (Implementation Master Plan).

Contractor shall propose an implementation approach that describes the size and complexity of the user population, considering any transition and productivity concerns, technical considerations, and logistical, training, or implementation support issues. The Contractor shall document its approach for implementation activities in Deliverable 9.1 (Implementation Master Plan). The Contractor shall provide an implementation work plan that provides a detailed schedule and required resources for both Contractor and the Districts. Contractor must obtain the Districts Project Director's approval of this plan prior to the start of Go-Live Implementation.

Deliverable for TASK 9:

Deliverable 9.1: Implementation Master Plan
The Contractor shall provide the Implementation Master Plan, jointly developed with the Districts and their Project Manager, which shall document the strategy, plan, and resources needed for the Go-Live Implementation of the System, including:

1. Roles and responsibilities of Contractor staff and Go-Live team.
2. Implementation work plan, that includes schedule and resources required of all Go-Live activities, the assigned resources, and dependencies.

3. Installation (if applicable), configuration, and testing for the System.
4. Documentation of completion of all required testing scripts as set forth in Task 7 (Testing) with no deficiencies.
5. Documentation of completion of all required training as set forth in Task 8 (Training).
6. Approach for support as System users begin to use the System.
7. Contingency plan(s) including rollback procedures and criteria for if, at any point during implementation, the System fails to meet or comply with Districts' requirements for functionality, availability, response time, and other performance.
8. Communication procedures and decisions points.
9. Risk mitigation strategy including but not limited to safeguards to prevent data loss.

Contractor shall provide an updated PCD and Technical Infrastructure Design Document.

3.10 TASK 10: GO-LIVE IMPLEMENTATION AND SUPPORT

Subtask 10.1: Go-Live Implementation

Upon Districts' approval of the Deliverable 9.1 (Implementation Master Plan) via Public Works, the Contractor shall conduct a series of dry runs to test the Implementation Master Plan. These dry runs will help identify any areas that need improvement or adjustment in the plan based on lessons learned. The Contractor shall document the results of the dry runs ("Dry Run Reports") and update the Implementation Master Plan to reflect insights gained from the dry runs.

Upon completion of the dry runs and Public Works' approval of the revised Implementation Master Plan, the Contractor shall schedule and execute jointly with the Districts Project Manager the Go-Live activities to transition Public Works from the current CIS to the new CIS. During the Go-Live process, the Contractor shall provide a combination of onsite, remote, and web online support to ensure a smooth transition.

Contractor and the Districts Project Manager shall implement the approved Implementation Master Plan and prepare a report documenting the completion of the Go-Live process, including a summary of all Go-Live activities, decisions, and outcomes ("Go-Live Report").

Contractor shall provide fully trained support staff involved in the Implementation to provide direct user support for the System. Contractor shall provide onsite support staff and/or host a virtual Support War-Room where Districts-specified users can freely join for System support at least seven days following the Go-Live and may be extended based on the System stability (collectively, "Support Services").

Contractor shall minimize any disruption to Public Works staff in the normal operation of business when undertaking Go-Live Implementation activities.

Contractor shall describe the process for issue identification, tracking, and resolution that sets forth how the Contractor shall work with Public Works to track, manage, resolve, and/or mitigate any issues arising throughout the implementation of the System.

Subtask 10.2: Post Go-Live Support

The Contractor shall provide post Go-live Support Services for 90 consecutive calendar days after the Go-Live and provide a report detailing the completion of Post Go-Live Support Services ("Post Go-Live Support Report"). During the post Go-Live support period, the Contractor shall provide the following services in addition to the Contractor's standard maintenance and support:

1. Establish a dedicated Contractor support team, including technical experts and customer service representatives, to address questions and issues.
2. Fix Severity One and Severity Two Defects as defined below.
    a. Severity One Defect: renders the System software unusable, a critical task cannot be completed, and there is no known workaround, or the defect severely hinders the daily work of an entire group, or causes additional, unforeseen long-term costs to the Districts. The Contractor shall respond within two hours and resolve the defects within 24 hours.
    b. Severity Two Defect: errors that result in the failure of a major function of the System software application or result in data corruption. The Contractor shall respond within two hours and resolve the defects within the timeframes as described in the Service Level Agreements (SLAs) below.

Following the Go-Live support period, the Contractor shall prepare a report summarizing the support provided, including decisions and outcomes for issues reported during the period.

Subtask 10.3: Final Acceptance

The Contractor shall achieve Final Acceptance for a 90-day period following successful Go-Live implementation which includes all of the following:

1. Completion and delivery of all tasks, subtasks, Deliverables, and services, identified in this Scope of Work;
2. Successful implementation of all functions and features in compliance with the SRD of all phases and successful achievement of all testing protocols has been verified by Contractor;
3. All Severity One and Severity Two Defects have been successfully resolved to the satisfaction of the Districts and the System has operated without a Severity One or Severity Two Defect for 90 days; and
4. The Districts via Public Works has provided the Contractor with written approval of the Contractor's achievement of Final Acceptance.
5. All SaaS requirements in Exhibit A.1, were verified in the production environment and accepted by Public Works' IT Staff.

Contractor will provide a certification to the Districts via Public Works for its review confirming that the above Final Acceptance requirements have been completed ("Final Acceptance Certification").

Deliverables for TASK 10:

Deliverable 10.1: Dry Run Reports.
Contractor will provide the Dry Run Reports as required in this Task 10.

Deliverable 10.2: Go-Live Report.
Contractor will provide the Go-Live Report as required in this Task 10.

Deliverable 10.3: Post Go-Live Support Report.
Contractor will provide the Post Go-Live Reports as required in this Task 10.

Deliverable 10.4: Final Acceptance Certification.
Contractor will provide the Final Acceptance Certification as required in this Task 10.

3.11 TASK 11: CONTRACT DISCREPANCY REPORT

Notification of an Agreement discrepancy will be made as soon as possible whenever a Contract discrepancy is identified. The problem shall be

resolved within a time period mutually agreed upon by the Districts via Public Works and the Contractor.

The Districts Project Director will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this written document, the Contractor is required to respond in writing to the Districts' Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Districts' Project Director within five (5) business days.

Subtask 11.1: Adherence to Contract Discrepancy Report
Contractor is responsible for the resolution of all discrepancies as listed in the Contract Discrepancy Report (CDR) included as Exhibit A.6.

Deliverables for TASK 11:

Deliverable 11.1.1: Contract Discrepancy Report
The Contractor shall respond to the CDR with its action plan.

3.12 Task 12: Outgoing Transition Services

The objective of this task is to provide Districts with the services required to successfully transition the System to another product/platform or new provider and ensure there will be continuity in service as the System transitions to the new platform or service provider.

The Contractor shall provide the following transition services, to either transition the Districts' data to another product, or the hosting platform to a new provider, in the event: (1) the Agreement term has ended; or (2) the Contractor is in default of any obligation and requirement or the Contractor's work or performance is determined by the Districts to be defective, sub-standard, or if audit exceptions are identified, and the Districts finds the Contractor in breach of contract.

The required transition services include:

1. Complete a thorough assessment of the status and priority of all:
    a. Current work activities;
    b. Risks and issues;
    c. Deliverables;
    d. Configuration;
    e. Integrations;
    f. Development items;
    g. Environments;
    h. Staffing.

2. Develop, in cooperation with the Districts via Public Works, the Outgoing Transition Services Plan that will guide the transfer of responsibilities and work activities. The Outgoing Transition Services Plan will include, at a minimum:
    a. Schedule;
    b. Milestones;
    c. Costs Impacts;
    d. Work Activities;
    e. Assigned Personnel;
    f. Completion Criteria for all Items in the Assessment.

Furthermore, to the extent that transition services are required for any mandatory or optional hosting elements described in the Scope of Work, the Contractor shall provide relevant transition services to support the move from the existing hosting environment to another hosting environment or Districts facility as appropriate.

Contractor shall carry out the activities described in Task 12. Deliverables shall be reviewed and approved, in writing, by the Districts' Project Manager and Districts Project Director.

Deliverables for TASK 12:

Deliverable 12.1.1: Outgoing Transition Services Plan
Contractor will provide the Outgoing Transition Services Plan as required in this Task 12.

Deliverable 12.1.2: Transition Services
Contractor will provide the Transition Services as required in this Task 12.

3.13 Task 13: SWE SmartCX Customer Website/Portal

Contractor will create and implement a customer website/portal that meets the requirements specified in Exhibit A.1 – Functional and SaaS Requirements.

Deliverables for TASK 13:

Deliverable 13.1.1: SWE SmartCX Customer Website/Portal
Contractor will provide the SWE SmartCX Customer Website/Portal as required in this Task 13.

3.14 Task 14: Implement Language Pack

Contractor will implement English, Spanish and Chinese initially for the System in the customer phone system and customer website portal. If District wants additional languages, it is included as part of the pricing provided for in Exhibit B (Payment Schedule).

Deliverable for TASK 14:

Deliverable 14.1.1: Implement Language Pack
Contractor will successfully implement the Language Pack languages required by Districts in Task 14.

4.0 DELIVERABLES SUMMARY

This Section 4 provides a summary of all Deliverables as detailed in the sections above. Districts requirements for due dates are specified. As part of Contractor's Project Schedule, Contractor shall provide a proposed schedule for the submission of all Deliverables to the District via Public Works in accordance with District requirements. The Due Dates will be discussed and finalized with the District based on the requirements gathered and integration efforts.

Deliv #	Task #	Section	Deliverable Name	Due Date
1.1.1	1	3.1	Project Kick-off Meeting Minutes.	Effective Date + 14
1.1.2	1	3.1	Weekly Project Management Meeting Minutes.	Ongoing
1.1.3	1	3.1	Presentation Materials and Handouts.	Effective Date + 15
1.1.4	1	3.1	Project Control Document.	Effective Date + 30
1.1.5	1	3.1	Monthly Progress Reports.	Monthly
1.2	1	3.1	Ongoing Project Administration	Ongoing
1.3	1	3.1	Validos Quality Assurance Inspector - Monthly QA Assessment Reports	Monthly
2.1.1	2	3.2	Requirements Gathering Schedule	Effective Date + 30
2.2.1	2	3.2	Draft Systems Requirements Document (SRD)	Effective Date + 60
2.3.1	2	3.2	Requirements Verification Schedule	Effective Date + 60
2.4.1	2	3.2	System Requirements Document (SRD)	Effective Date + 75
2.4.2	2	3.2	Requirements Traceability Matrix and Report	Effective Date + 75
2.5.1	2	3.2	Business Process Assessment Report	Effective Date + 100
3.1.1	3	3.3	System Design Document	Effective Date + 100
4.1.1	4	3.4	Working System, configured based on the System Design Document.	Effective Date + 100
5.1	5	3.5	Integrations Documentation and Report	Effective Date + 110
5.2	5	3.5	CIS Integrations	Effective Date + 110

6.1	6	3.6	Data Migration Plan.	Effective Date + 120
6.2	6	3.6	Data Migration Log.	Effective Date + 130
6.3	6	3.6	Data Migration Completion Report.	Effective Date + 135
7.1	7	3.7	Test Plan.	Effective Date + 140
7.2	7	3.7	Test Materials.	Effective Date + 140
7.3	7	3.7	Test Completion Report.	Effective Date + 140
8.1	8	3.8	Training Plan.	Effective Date + 140
8.2	8	3.8	Training Materials.	Effective Date + 140
8.3	8	3.8	Training Log.	Effective Date + 160
8.4	8	3.8	Monitoring and Operations Guide.	Effective Date + 160
9.1	9	3.9	Implementation Master Plan	Effective Date + 175
10.1	10	3.10.	Dry Run Reports.	Effective Date + 180
10.2	10	3.10.	Go-Live Report.	Effective Date + 190
10.3	10	3.10.	Post Go-Live Support Report.	Go-Live Date as defined + 90 days
10.4	10	3.10.	Final Acceptance Certification.	Go-Live Date as defined + 90 days
11.1.1	11	3.11	Contract Discrepancy Report	Effective Date +
12.1.1	12	3.12	Outgoing Transition Services Plan	Agreement end Date - 365
12.1.2	12	3.12	Transition Services	Agreement end Date – 180
13.1.1	13	3.13	SEW SmartCX Customer Website / Portal	Effective Date +120
14.1.1	14	3.14	Additional Language Pack Implementation	Effective Date +120

5.0 OPTIONAL WORK

If requested in writing by the Districts and mutually agreed upon, the Contractor shall provide to the Districts optional work to perform as needed additional services not detailed in but related to the Scope of Work, such as, but not limited to, additional integrations, System modifications, additional training, etc.

When additional work is identified, the Contractor shall provide the Districts with an estimate based on the firm-fixed hourly rate in Exhibit B (Form PW-2, Payment Schedule), including the number of hours to complete the work. The Districts, at its sole discretion, will determine the necessity of such services, and the Contractor shall obtain written approval from the Districts' Project Manager prior to the start of any additional work, with such work being formally approved in a change order or amendment.

6.0 SUBSCRIPTION SERVICES

Contractor shall also provide, as part of Subscription Services, Maintenance Services, Support Services, and continued management and operation services for the System upon Final Acceptance of the System and throughout the Term of the Agreement, as described herein ("Subscription Services") and in the Agreement, at no additional cost. Contractor shall also provide, as part of Subscription Services, the hosting services required by the Agreement, as outlined in Exhibit A.1, Functional and SaaS Requirements, and Exhibit F (Additional Information Technology (IT) Provisions). The timeline for the start of these operational services is estimated to commence one month prior to go-live, to evaluate go-live readiness and to plan for the transition to SaaS Operations. There will be a heightened support time-period after go-live in which the Contractor project team will be the primary points of contact, transitioning to the Contractor SaaS operations team by the end of that time-period. The services outlined in this document will be reviewed on an annual basis and will not be changed unless approved to by Districts.

6.1 System Performance Requirements

Contractor represents, warrants, covenants and agrees that: (a) the System shall meet the System Availability requirements as further defined herein; and (b) the System shall meet the Response Time requirements as further specified herein. All System Performance Deficiencies shall be deemed at a minimum Priority Level 2 for the correction of Deficiencies and other Districts remedies to the extent that such System Performance Deficiencies meet the definition of a Priority Level 2 Deficiency.

System Performance Category	System Performance Requirement
System Availability	Ninety-nine percent (99.5%)
Response Time Baseline	• Achieve an average of 90% of all transactions against the database in under 2 seconds during peak usage. • Achieve an average of 99% of all transactions in under 5 seconds during peak usage.

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

6.2 System Availability System Availability shall be calculated as follows:

System Availability **=** (Total Monthly Time **–** Unscheduled Downtime) **÷** Total Monthly Time

6.3 Response Time Monitoring

Contractor shall implement and maintain a method to monitor Response Time. In the event District reports any Response Time Deficiency in any month, Contractor shall measure the Response Time for three (3) periods of Response Time measurement during these two (2) periods: Business Hours and Off-Business Hours. Response Time measurement shall be calculated using a simple average method for each of the two (2) periods of Response Time measurement. Contractor shall provide Districts a written report with respect to the month summarizing the results of Contractor Response Time monitoring. All metric targets will be verified from a demarcation point external to Districts' private network and within the designated hosted region to ensure consistency and control. This verification process will account for potential network latency to maintain accuracy and reliability of the reported metrics.

6.4 Scheduled Downtime

Unless agreed to otherwise in advance by Districts and the Contractor shall provide all Subscription Services, including the installation of Revisions, during Scheduled Downtime.

For this Exhibit, Scheduled Downtime shall occur once per quarter occurring on the 3rd Sunday of the month for a max of 8 hours with the actual hours to be agreed to by the parties. Contractor may change the Scheduled Downtime window by notifying Districts at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by Districts' Project Manager. Any Downtime outside of the above window of time without such prior notice and Districts' Project Manager's approval shall be considered "Unscheduled Downtime" which may entitle Districts to remedies as specified in Sub-section 7.5 (Remedies). Notwithstanding the foregoing, Contractor may request System Downtime for the provision of an emergency correction to the System. Such Downtime shall be deemed Scheduled Downtime, provided it has been approved by the Districts' Project Manager.

6.5 REMEDIES

6.5.1 General

Credits shall accrue for Unscheduled Downtime in accordance with the Service Credits outlined in Section 7.5.2 below, including Contractor failure

to meet the System Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the System has a Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

6.5.2 Service Credits

Without limiting any other rights and remedies available to Districts, either according to this Agreement, by law or in equity, Districts shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime of the Production system as provided below.

1. Service Credits for Unscheduled Downtime:

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	SERVICE CREDITS
4.0 hours or more but less than 5 hours	20% of monthly owed Fees
5.1 hours or more but less than 10 hours	40% of monthly owed Fees
10.1 hours or more but less than 24 hours	60% of monthly owed Fees
24.1 hours or more but less than 72 hours	80% of monthly owed Fees
72.1 hours or more	100% of monthly owed Fees

These Service Credits do not apply if Unscheduled Downtime was solely caused by third parties outside of Contractor's control. If Unscheduled Downtime is caused by Contractor's cloud service provider, Contractor will credit to County the pro-rata share of service credits it received from its cloud service provider for the outage.

2. Continued Management and Operation Services. Contractor shall provide all goods, services, and other work necessary to maintain the System to ensure performance per the requirements of this Agreement. As part of Subscription Services, Contractor shall (a) correct any and all Errors, including compatibility issues among System components themselves and/or among System components (b) provide updates and version releases to the System, (c) provide operational Support Services for the System, and (d) provide training, training materials and other implementation support for Software updates and version releases.

Contractor shall provide Districts with written notice no later than ninety (90) days before the scheduled implementation of any updates that will impact existing functionality and business processes.

3. Continued Customization and Enhancement Services. Contractor will provide any needed customizations and enhancements for Error corrections resulting from Contractor's work. For further enhancements or changes beyond the scope of this Agreement, the parties will handle as an amendment for Professional Services or Optional Work pursuant to Section 3b and 3c of the Agreement.

4. Problem Resolution

A. Identification of Errors

Errors, as detailed in Table 1.0 below (Severity Level Error Definitions), may be identified either as a result of Contractor use of its own tools or as discovered by Districts or Contractor. Upon discovery of an Error by Districts, Districts will report the Error to Contractor Help Desk or otherwise during Support Hours via telephone or as otherwise directed in writing by Contractor for resolution in accordance with Agreement. If an Error of Severity Level 1 or 2 is identified by Contractor shall notify Districts at first available opportunity during Districts' business day.

The Severity Level of an Error will be assigned by the Districts via Public Works as specified in Table 1.0 below (Severity Level Error Definitions) below (each a "Severity Level"). Based on Contractor proposed solution to correct the Error and/or workaround(s) for the Error, Districts may, in its reasonable discretion, escalate or downgrade the Severity Level of the Error as provided for below.

B. Error Level Definitions

Districts shall assign one of the Severity Levels described below to each Error. Contractor shall resolve such Errors within the timeframes as follows:

Table 1.0	
Description of Error	Resolution Time Requirement (subject to escalation by Districts)
Widespread System unavailability in the Production environment: or Error disrupts functionality to the extent the Production System cannot be used.	SEVERITY LEVEL 1: CRITICAL Severity 1 Response time is one (1) hour. The Resolution time is four (4) hours, beginning when Districts report the Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
A problem that severely degrades the performance of the Production System or materially restricts business; or restricts the use of one or more features of the Production System to perform necessary business functions but does not completely restrict usage of the Production System; or ability to use the Production System, but an important function is not available, and operations are severely impacted.	SEVERITY LEVEL 2: SEVERE Severity 2 response time is two (2) hours. If the Severity 2 issue is mutually deemed business critical (e.g., for batch processing, a priority process or report) the Resolution time is twenty-four (24) hours. If the Severity 2 issue is not deemed business critical*, the Resolution is five (5) business days. All Resolutions begin when Districts report the Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
A problem that causes only a minor impact on the use of the System (e.g., report generation issues, issues with any non-Production Environment), but the problem can be easily circumvented; or the problem can cause some functional restrictions but does not have a critical or severe impact on operations.	SEVERITY LEVEL 3: MINOR Severity 3 Response time is four (4) hours. Resolution time is Contractor's standard release schedule of monthly or quarterly release depending on which occurs first. Resolution time begins when Districts report Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
Cosmetic defects that do not affect the functionality but affect the general look and feel of the System.	SEVERITY LEVEL 4: COSMETIC Earlier of (a) the next Version Release or (b) within twelve (12) months of when Districts report Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.

C. Resolution of Errors

Contractor shall either resolve or escalate an Error reported by Districts in accordance with the time frames set forth above. Contractor is responsible for the final Severity category and shall raise or lower the Severity based upon issue triage. If the Contractor determines that a reported issue should be lowered in Severity, such reduction shall be subject to mutual agreement with the Districts.

D. Escalation

The Districts or Contractor may escalate an Error's Severity Level as necessary for resolution. The Contractor shall assist Districts with all aspects of Subscription Services and Error resolution and escalation, as required by Districts. The Districts may engage the support of Contractor at any time and for any aspects of the System.

E. Resolution

Contractor shall resolve each Error reported hereunder in accordance with the applicable resolution time specified herein. The time for resolving each Error shall start tolling when Districts notifies Contractor of such Error by telephone or otherwise, or upon discovery of Error by Contractor, whichever occurs first, and shall end when Contractor submits resolution of such Error to Districts for approval thereof, provided such resolution is thereafter so approved by Districts without prior rejection by Districts or significant delay in Districts' approval thereof.

Contractor acknowledges that, as part of corrective measures to resolve an Error, Contractor may be required to repair, replace, or reinstall all or any part of the System, or provide other material or update the System, in order to remedy such Error.

Contractor shall assign a Contractor technical support team member to diagnose and determine the course of action to resolve Errors. Contractor shall maintain ongoing communication with Districts regarding the status of correction of all Error reported or discovered. In addition, Districts may contact Contractor personnel to inquire about the status of resolution of any Error. For each day that the Error is not resolved within the Time Resolution Requirements, Districts shall assess a Two Thousand Five Hundred Dollar ($2,500) credit per day until the Error is successfully resolved.

Deliverable Contractor shall provide the Subscription Services as outlined in this Section to the satisfaction of the Districts.

6.6 Operational Oversight and Service Management

6.6.1 General

Contractor will provide continuous supervision and management of all aspects of the SaaS environment, including system performance, availability, scalability, security, incident response, change management, and compliance with applicable service level agreements (SLAs).

Contractor maintains oversight of all services delivered under this model and serves as the primary escalation point for all related issues. The Contractor Service Desk platform serves as the system of record for all operational activities performed by Contractor or on behalf of the Districts.

6.6.2 Operational Management

Infrastructure:

- Contractor provides an outbound data transfer cap of one (1) terabyte.
- Contractor provides an environment with a disk storage cap of one (1) terabyte for Production.
- Contractor provides an environment with a disk storage cap of one (1) terabyte for Non-Production.

Database:

- Contractor will provide and maintain one (1) Production and one (1) non-Production database environment. Additional temporary environments may be provisioned upon request, subject to mutually agreed fees between Contractor and the Districts.

Backup and Maintenance:

- Storage of live data for five (5) years.
- Schedule, perform and monitor full system backups daily and retain for 15 days.
- The defined operating window for Non-Production databases is 7am – 7pm regional time.

Disaster Recovery:

- Perform data restore / data recovery once a year.
- Production application and database servers are replicated in real-time allowing for near zero (up to max 1 hour) data loss (RPO)
- Targeted recovery time: 8 hours (RTO)

Batch Monitoring:

- The monitoring of the daily batch to ensure completion of each step and the overall completion occurs before the start of business the next day. This includes the completion of each job (programs and Interfaces as well as any scripts).

- Management is done through Contractor CIS's Batch Scheduler (interface/file delivery, batch processing completion and report availability).

- Contractor monitors and provides documented report of any incidents.

6.6.3 Customer Support Services

Issue Management:

- Issues will be logged as a Jira entry (ticket) via the Contractor Service Desk platform which serves as the centralized system for logging and tracking application and infrastructure-related issues and task to be performed.

- Districts reported issues are expected to have already undergone initial triage and include all information in accordance with Districts Responsibilities defined under District Responsibilities Applications Management.

- Contractor will triage the issue, investigate the root cause, and determine a suitable resolution updating the ticket with the intended resolution and all relevant information.

- Contractor will internally validate the resolution within a base-configured environment prior to external deployment.

- Deployment of corrections to the Districts' non-Production environment shall be executed in accordance with the Update Management procedures defined under Update Management.

Operations Management:

- Contractor Service Desk platform serves as the system of record for recording and tracking application as well as infrastructure related Operations tasks.

- Contractor and Districts will agree on a set of Operational tasks to be performed on a regularly agreed upon schedule.

- Request for additional Operations tasks will be reviewed by Contractor to determine proper ownership and timing.

- Contractor confirms the completion of each Operational tasks through the Contractor Service Desk platform.

- Contractor liaisons with the Districts' nominated staff in relation to Operations management.

Update Management:

- Quarterly Release and Hot Fix Code Promotions
  - o Contractor shall provide defect corrections and application enhancements to the Districts on a quarterly basis.
  - o Issues classified as Severity 1 and Severity 2 (SLA01, and SLA02), may be deployed immediately as 'Hot Fixes' to ensure service continuity. These fixes will be incorporated into the subsequent quarterly release to maintain code consistency and version control.
  - o The Districts will be informed of any adjustments made to the release delivery schedule.
- Release Documentation
  - o Contractor shall maintain current baseline application and system documentation with each release and provide Release Notes with each scheduled release.
  - o All system documentation including release notes will be made available through the Contractor CIS Connect Community portal within the CIS application
  - o Contractor will provide supplemental training materials via the Contractor Learning Management System for quarterly release items that require elevated end-user awareness.
- Deployment Approvals
  - o Contractor will coordinate deployments with Districts to the provisioned environments and obtain prior approval.
  - o Jira entries (ticket) created via the Contractor Service Desk will be used to coordinate deployments and Contractor verifications and capture Districts deployment approvals and code acceptance.
- Deployment Process and Procedures
  - o With Districts approval and in accordance with the agreed-upon schedule, Contractor will deploy updates to the non-Production environment.
  - o Contractor will perform standard deployment verifications in the non-Production environment tailored to the impacted modules and objects and notify the Districts upon successful completion.

- The Districts shall promptly execute the necessary validations in the non-Production environment to support acceptance for deployment to Production and reporting issues in accordance with Customer Responsibilities outlined under Districts Responsibilities Application Management.
- Upon completion of validations in the non-Production environment, the Districts will provide notification of code acceptance by updating the corresponding ticket.
- Contractor and the Districts will coordinate the timing of the deployment to Production, and the Districts will provide notification of approval to proceed with the deployment at the agreed-upon time.
- Contractor will deploy updates to the Production environment per the approved schedule and Contractor will re-execute validations, verify previously reported issues remain resolved, and notify the customer of successful completion.

Annual Disaster Recovery Test:

- Conduct annual testing of the Disaster Recovery (DR) solution and provide detailed results.
- Switch over to a DR environment when a DR event is called. A DR Event will be called, with prior consultation and written approval by the Districts.
- DR Recovery Time Objective (RTO) of 4 hours, and DR Recovery Point Objective (RPO) of near zero data loss up to 1 hour.

Support Hours:

Contractor standard business hours are from 5am to 2pm Pacific Time, Monday through Friday (excluding Holidays) with a live agent. All Severity 1 and Severity 2 Business Critical issues are responded to on 24 hours/7 days a week basis by an on-call live agent. The Hansen AI Virtual Agent is available 24/7 for all non-critical issues and general inquiries.

6.6.4 Districts Responsibilities

Applications Management:

- Districts is responsible for the ongoing management of the Contractor CIS application and supporting modules configurations.
- Districts is accountable for the following:
  - Creating and maintaining user accounts, managing end-user application security, and configuring auditing rules within Contractor CIS.

- o Ensuring the accuracy of all Rule and Validation settings in both Non-Production and Production environments, including thorough testing and detailed documentation of any changes.
- o Managing all reporting activities required to support operations and compliance with internal and regulatory policies
- o Providing continuous functional training for both current and new users which can be supported via the materials provided within the Contractor Learning Management System and the Contractor CIS Community Connect portal, ensuring users take required or Contractor provided training via the Learning Management System and demonstrate competency.
- o Configuring and maintaining the automated CIS job schedule resulting in automated executions of daily, weekly, monthly jobs and reports in a sequence supporting their business operations.
- o Performing financial reconciliation activities, which include daily, monthly, and end-of-year system balancing and reporting.
- o Ensuring the accuracy of all outbound communications initiated from the Contractor CIS application, including but not limited to customer bills, reports, and notifications.
- o Accurate manual execution of CIS process jobs, in accordance with documented procedures and operational standards.

Network Management:

- Maintenance of the Districts portion of any VPN connections between Contractor and the Districts.
- Districts will be responsible for all required networks from point of demarcation.

Update Management:

- Districts will be responsible for acceptance of changes applied to Non-Production and Production as part of the monthly and quarterly update process including the following
  - o Coordinating with Contractor on the timing of updates to the test environment, with rescheduling permitted under exception circumstances approved by Contractor.
  - o Validating and accepting all changes applied to Non-Production and Production environments such that the Districts' environments meet the requirements for remaining current.
  - o Completing validation and acceptance testing each release with approval for deployment to production via the Contractor

Service Desk Platform prior to the next quarterly update to ensure applications remain current.

- Districts Requirements for remaining current:
  - Following go-live, Contractor shall develop and deliver a plan to align the production environment with the current release. Upon completion of the catch-up period, deployments to production will follow a regular cadence as defined in a schedule provided by Contractor.
  - If the Districts falls more than one release behind Contractor's latest version, excluding delays caused by defects, application failures, or other Contractor-related issues, a formal Project Statement of Work will be required to bring the Districts current. Contractor's Firm Fixed Rate in this Agreement will apply to this effort.

Issue Management:

- Districts is the first line of support of issues using existing knowledge base.
- Districts will make the determination to escalate and submit issues to Contractor via the Contractor Service Desk.
- Districts is responsible for logging all issues in Contractor Service Desk platform.
- Districts is responsible for providing detailed information on all issues submitted to Contractor. This includes, but not limited to:
  - Point of contact
  - Detailed steps to recreate an issue.
  - Any informative screenshots of the issue.
  - Environment where issue resides.
  - Business impact or critical path affected.

Operations Management:

- Districts is responsible for Logging all Operations Management issues or requests via the Contractor Service Desk Platform. Each request must be submitted with adequate lead time and include:
  - Target environment,
  - Designated point of contact,
  - Requested completion date

- o Detailed information describing the nature of the request.

- Districts is required to provide timely feedback on issues or questions related to the request.

- Requests for database refreshes of the non-Production environment must be submitted through the Contractor Service Desk Platform with a minimum of seven (7) days' notice. Refreshes will be performed using a copy of the Production environment.

Billing Data Accuracy:

- Districts is responsible for the accuracy of all outbound communications initiating from Contractor CIS. This includes all bills, reports, and customer communications.

6.6.5 Out of Scope

- The correction of issues that reside within a 3rd party application not provided by Hansen. Contractor will track 3rd party issues within the Jira platform but the responsibility for addressing issues is with the 3rd party. Operating systems or versions of operating systems that are no longer supported or updated by their authors.
- Errors resulting from product misuse, negligence, or improper utilization of any part of the Software or Services.
- Issues arising from electrical failures, internet connection problems, or data issues deemed to be under the Districts' exclusive control and responsibility, including but not limited to data input and output, which are outside the scope of this Addendum.

6.7 SERVICE ORGANIZATION CONTROL (SOC) 2 TYPE 2 REPORT

On an annual basis, the Contractor shall provide to Districts the Service Organization Control (SOC) 2 Type 2 Report by an objective third party, stating the application/environment has been tested for security, availability, processing integrity, confidentiality, and privacy of a system, on an annual basis no later than 30 days after they are received by the vendor. The report shall include the documented corrective action plan, which addresses each audit finding or exception and identifies in detail the remedial action to be taken, along with the date(s) when each remedial action is to be implemented.

EXHIBIT A.1
(FORM PW-18)

Customer Information System (CIS) and Related Services Instructions

CIS Software

Vendor: **Hansen Banner, LLC**

As a Proposer in the Comprehensive Customer Information System Request for Proposal conducted by the Districts, you are required to provide responses for the items shown on the sheets provided in this workbook.

Instructions:

Tabs 2.0 thru 3.0: Provide a response in columns (Solution to Requirement and Comments) which are unprotected and can be used for entry. All other fields are restricted. In the Solution to Requirement columns, please chose an answer from those shown in the dropdown list.

Comments are limited to 1,000 characters per section. The County recommends keeping each comment within the character limit provided. However, if a comment does require more than the 1,000 character space provided, consolidate all responses in a Microsoft Word document, labeling each response according to the associated row number, e.g., 2.1.4.

Definitions for Solution to Requirement
2.0 Functional Requirements

Available	Function capability exists. If configuration work is needed, please indicate this and identify what needs to be done.
Alternative	Function capability exists with an alternative approach, such as development tool to modify screens or a report writer.
Customization	Functional requirements does not exist. However, it is available by customizing the program code.
Enhancement	Functional requirements do not currently exist. It is planned to be incorporated into future upgrades or enhancements at no additional charge. Please indicate the estimated date (month/year) in the Comments section.
Not Available	Functional requirements is not available and not planned to be developed within a specific time frame.

Fill in Blue Fields ONLY

Proposer Name:

2.1 General Functional Requirements

2.1.1 New Accounts and Services

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	Alternative	Customization	Enhancement	Not Available	Comments
1	Create New Cycle - Account Groupings for Districts and/or Regions, used for meter reading and reporting.		X					
2	Create New Book - Account Groupings subset, used for meter reading and reporting.		X					
3	Create New Account - Able to create new accounts for new developments and add the various components necessary to bill the accounts.		X					
4	Create New District - Able to create new District Service Areas.		X					
5	Equipment - Able to add equipment (meter, register, etc.) to account.		X					
6	Distribution System - Able to add Pressure Zones and Lateral sizes.		X					
7	Billing New Accounts - Add rate components to the account (bill code, billing units, billing factors, see rates).		X					
8	Other Components - Able to add all fields needed for s/up of new development services.		X					

2.1 General Functional Requirements

2.1.2 Accounts Management

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	Alternative	Customization	Enhancement	Not Available	Comments
1	Account Number							
a	Able to assign an account number to each meter.		X					
b	Able to assign multiple meters to one account number: fire, irrigation, water, etc.		X					
2	Account Deletion - Able to delete accounts that do not have billing or transaction data.		X					
3	Mass Corrections - Able to correct address street names to be used when a street name is changed.		X					
4	Search and Accessing Accounts - Able to search and access accounts by Account Number, Customer Number, Customer Name, Service Address, Mailing Address, Meter and Register Numbers, Telephone Number, Driver's License Number, and Business Name.		X					
5	Audit Field Viewer							

a	Able to view adds and changes to any CIS fields or record.		X					
b	Able to Audit any change or update in the CIS, including but not limited to collection statuses, contact information, billing activity, and provides a date and time, what data was added or what it was chanted to.		X					
6	Search by CIS Field - Able to search and filter for accounts by any field available in the CIS.		X					
7	Able to save searches and filters for future use.		X					
8	Account Types - Able to assign an account type that include Residential, Multi-Residential, Commercial, Industrial, Construction Meters, Irrigation.		X					
9	Classification Type - Able to classify business types in the CIS (e.g., restaurant, manufacturing, water park, etc.)		X					
10	Account Statuses - Able to assign an account status to accounts that include, Active, Inactive, New Services, Incoming, Final/Closed.		X					
11	Collection Statuses - Able to assign a collection status to accounts that includes, No Collection Activity, Past Due, Final Notice, Late Fee Assessed, Disconnected for non-payment, Write-off, and Bankruptcy.		X					
12	Service Type - Able to assign Water, Recycled, Irrigation and Fire Services.		X					
13	Automatic Archive - Able to automatically archive Transaction and Reading History to "X" number of years; archived data should be accessible.			X				We have tools to do this but have not seen the need due to the architecture of the product. Most of our customers are running 10+ years of history without performance degradation and are much larger than LA.
14	Account Summary - Able to display a high-level account summary of the customer's account once accessed. Including but not limited to; customer name, address, total due, current balance, past due balance, current/recent bill due date and final due dates, write-off amounts due, account status, collection status, eBill enrollment, and with additional bookmarks to data that the Districts wants displayed on the summary page.		X					
15	Division Code - Able to assign to a supervisory district based on location.		X					
a	Work Queues - Able to manage follow-up tasks (add, edit, reassign, delete), service orders, flagged accounts, or other items with follow-up flags to be managed by an individual, work group, department, or location.		X					
16	Service Address - Able to assign multiple meters and/or accounts to the same service address.		X					
17	Service Address Validation - Ability to interface with Phone Validation (landline versus cell, etc.) and Address Validation software for accurate information.		X					

18	Service Address Components - Able to assign: Street number, prefix, suffix, directional coordinate, street name, space number, city, state, postal code, Assessor's Parcel Number, lot and tract, tax profile, zone, legal description, nearest weather station.		X					
19	Allows Assessor Parcel Number with GIS link to data. *See exhibit A.1.1. for sample image.		X					
a	Able to interface from the CIS with Service Location (Property arial view, account data summary, service address, owner information look up and display, etc.).		X					
b	The map should allow County staff to zoom and move to other areas, and when a neighboring parcel is selected, it should display that parcels data.		X					
20	Lot Size - Able to add Property Lot Size.		x					
21	Irrigatable Area - Able to add Irrigatable Lot Size for Property.		X					
22	Structure Size - Able to add Structure Size for Property.		X					
23	Account comment - Provides a message pop up to users accessing the account with critical information related to this account, this customer or both.		X					
24	Scanning and Attaching Documents - Able to store documents to the CIS account and associate them by customer, account or both, customer/account.		X					
25	Scheduler - Able to schedule re-occurring jobs in system.		X					
26	Single Click generates multiple CIS Actions - Able to add multiple CIS elements with a single click such as account notes, generate an email/letter, change a status, etc.		X					This is available for many parts of the system especially for communications.
27	Activity Tag - Ability to centralize an information summary that shows all customer actions, payments, contacts, etc., within "X" period.		X					
28	User defined fields - Able to add user defined fields and able to search or filter for user assigned fields.		X					

2.1 General Functional Requirements

2.1.3 Customers

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Customer Numbers - Able to assign a customer number that would track customers as they move in or out of properties.		X					In addition to Hansen CIS, this requirement is fulfilled by the 'New Request' as well as 'Track Request' tabs in the "Service" module of the SEW SmartCX-Customer platform. Once the District customers save all the information to raise a service request for move-in or move-out properties the system saves the information and

								generates a unique tracking ID. Customers will use this unique ID to 'Track Request' they can view the all status of their service request. Same this service request reflects on staff-facing SmartBX portal for CSRs and District back-office staff (agents) to view.

2.0 Functional Requirements

2	Customer Relationships - Able to associate multiple customers to one or more accounts.		X					
3	Customers with Multiple Accounts - Able to associate multiple accounts with one customer number.		X					
4	Merge customer profiles - Ability to merge two numbers into one number.			X				A customer merge can be done through a configuration.
5	Customer Authentication - Ability to run driver's license, name/date-of-birth, social security, for customer to authenticate the person or businesses, possible interface.		X					In addition to Hansen CIS, SmartCX Customer Experience Platform enables seamless customer authentication by verifying driver's license, name/date-of-birth, and social security details. Our secure interface integrates with third-party verification systems, ensuring compliance, reducing fraud, and enhancing trust for individuals and businesses through a seamless digital experience.
6	Customer Credit							
a	Ability to run credit worthiness report to identify a deposit requirement.		X					
b	Able to take into consideration the number of years connected and the past credit events, applying a weighted value to the customer's good/bad credit points.		X					
7	Move-ins / New Accounts - Opening of new accounts for incoming customers.		X					In addition to Hansen CIS, SmartCX Customer Experience Platform streamlines move-ins and new account openings by providing a seamless digital onboarding process.
8	Meter Readings – Able to call Neptune 360 to obtain a meter reading for a past date that would be used in CIS to open or close the account.		X					
9	New Accounts - Transfer details - Able to transfer billing components to new account and begin billing as of last/closing bill reading information.		X					In addition to Hansen CIS, SmartCX Customer Experience Platform facilitates seamless account transfers by automatically transferring billing components to the new account.
10	Returning Customers - Able to transfer/continue customer balances, readings, and notes history for this account/customer combination for a customer moving back into the same property in a subsequent period after the first account period was closed.		X					In addition to Hansen CIS, SmartCX Customer Experience Platform enables seamless reactivation for returning customers by transferring balances, meter readings, and account history.
11	Returning Customers Balances							
a	Able to identify previous charge-off or past due amounts for any previously held account that must be paid prior to establishing service.		X					
b	Able to transfer unpaid balances to new accounts.		X					
12	Move-ins / Owners - Ability to re-establish service automatically for landlords when a tenant moves out of the property.		X					In addition to Hansen CIS, SmartCX Customer Experience Platform automates service re-establishment for property owners when tenants move out.
13	Moving out / Closing Accounts - Able to close accounts for customers moving out of a property and issue a closing bill.		X					In addition to Hansen CIS, SmartCX Customer Experience Platform streamlines the move-out process by enabling customers to request

								account closures digitally. It ensures accurate final meter readings, calculates the closing bill, and processes refunds or outstanding balances seamlessly.
14	Move-Ins/Outs Day Restriction - Able to restrict move-in/out activity to working days, not holidays or weekends.		X					In addition to Hansen CIS, SmartCX complies with given requirement, SmartCX Platform enforces move-in/out restrictions by allowing utilities to configure service activations and disconnections only on working days, excluding weekends and holidays.
15	Customer Type - Able to assign, Owner, Tenant, Property Manager, etc.		X					
16	Customer Attributes - Able to accept, First, Last, and Middle Names.		X					
17	Driver's License - Able to add driver's license number, date of birth, etc.		X					

2.0 Functional Requirements

18	Customer email address - Able to accept email contact information to be used as defined throughout this Functional Requirements list.		X					SmartCX Customer Experience Platform captures and stores customer email addresses for seamless communication and service interactions. It enables automated notifications, billing updates, and account-related alerts, ensuring efficient engagement and compliance
19	Customer phone numbers							
a	Able to store multiple phone numbers that include Cell, Cell 2, Home, Business, 3rd Party, Emergency, worker phone, and fax.		X					
b	Able to assign a contact hierarchy that would be used for system generated collection list and other output files or reports that include phone number.		X					
20	Mailing addresses							
a	Able to send to various mailing address types: owner bill copies, forwarding, mailing, 3rd party copies of bills and notices, seasonal addresses, and/or backflow program notices.		X					In addition to Hansen CIS, SmartCX Customer Experience Platform enables flexible mailing options by supporting various address types, including owner bill copies, forwarding, third-party recipients, seasonal addresses, and backflow program notices. It allows adding contact details like phone numbers and emails to mailing records. Additionally, it ensures accurate bill formatting for local, national, and international addresses, improving communication, compliance, and customer satisfaction.
b	Able add contact information, phone numbers, and email on mailing address types.		X					
c	Able to format bills and notices for local, national and international mailing address types.		X					

2.1 General Functional Requirements

2.1.4 Customer Services

Functional Requirement Response Form Matrix			Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Chat - Able to accept website Chats in the CIS and once it's associated with a CIS account and customer, able to add the Chat transcripts to the CIS note field.		X					This is accomplished via our CIS Customer Website / Portal integration.

2	Website Inquiries - Able to accept website Inquiries in the CIS and once it's associated with a CIS account and customer, able to add the website inquiry message and response to the CIS note field.		X					This is accomplished via our CIS Customer Website / Portal integration.
3	Customer online submittals - Able to accept and work customer online submittals in the CIS and once it's associated with a CIS account and customer, note the CIS note field, and attach the submitted documents to the customer account.		X					This is accomplished via our CIS Customer Website / Portal integration.
4	eFax							
a	Able to work customer eFax submittals in the CIS and once it's associated with a CIS account and customer, note the CIS note field, and attach the submitted documents to the customer account.		X					Yes, with eFax Service integration
b	Able to fax customers from their CIS account that then notes the account of the faxed information.		X					Yes, with eFax Service integration

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5	Email Inquiries - Able to accept email Inquiries in the CIS and once it's associated with a CIS account and customer, able to add the email inquiry message and response to the CIS note field.		X					
6	Transferred calls from the phone system to CIS.							
a	Able to track time on call tree, time in queue waiting to be served, hold time, and time on call with agent.		X					Time in queue is accomplished via integration with the ACD / IVR system.
b	Able to prompts user to complete the unique customer contact note that is then added to the CIS that contains total call stats details.		X					
7	System Service Suggestions to help County staff to provide customer service.							
a	Able to prompt County staff to provide service that could benefit or improve the customer's experience. For example, customers with high usage, the CIS can suggest conservation programs, point to other relevant data that can be leveraged such as AMI system is identifying daily average usage of "X"; or, customers that often pay late, suggestions may include that they enroll in Auto Pay, or enroll in additional available notifications to keep track of bill schedules, etc.		X					
b	Able to provide usage comparisons to neighboring properties with the same classifications; knowing if the customer is a low, normal, or high user would help staff during the customer integration (e.g., this customer used 50% more usage than the community/cycle).		X					
8	Recent System Use Summary - Able to provide County staff information on what webpages or phone options the customer accessed within the last "X" week/s to provide insight into the type of service need.		X					Via integration with the Customer Website / Portal and ACD / IVR systems.

9	Scripting - Able to select from a list of Districts scripts based on the customer contact type. (e.g., Customer calling about payment assistance, Districts staff would then select "payment assistance" and a script would be provided that suggest questions and procedures for such inquiries, thus checking all the boxes to optimize the service provided.)		X					

2.0 Functional Requirements

10	Workflows Wizards - Able to provide County staff with workflow wizards to complete the CIS tasks/steps to achieve a particular goal. This includes the move-in and move-out processes; screens include forwarding address updates, contact information, move-in/out dates, and service order generating. Payment Agreement plans screens include, repayment terms and amounts, printing of the agreement for issuance from the CIS to the customer's email address to gather digital signature that is then received and updated in the CIS.		X					
11	Customer Notes							
a	Able to add a high level "note subject" summary to account.		X					
b	Able to select from a "note reason" drop down of system set reasons.		X					
c	Able to add a detailed note with spell check able.		X					
d	Able to expire notes.		x					
12	Customer Comment							
a	Provides a read pop up to users accessing any account held by a certain customer that can display critical or urgent information that is associated with this account, this customer or both, this account/customer combo.		X					
b	Able to select from a comment reason drop down of system set comments.		X					
c	Able to expire comments.		x					
d	Able to add a free form comment to be ready by agents.		X					
13	Customer Contact Time - Able to track total time on call with customer and add information to account.		X					Typically done via integration with an ACD / IVR system

2.1 General Functional Requirements

2.1.5 Customer Website

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**

1	Responsive Web Design – Ability for the customers accessing the website through various devices and screen sizes to adjust its layouts, content, and functionality to fit the devices for optimal viewing, this includes devices such as tables, desktops, mobile phones.		X					SEW SmartCX-customer portal is designed with responsive web design, ensuring an optimal viewing experience across all devices—and it can be accessed on tablets, desktops, or mobile phones. The layout, content, and functionality automatically adjust to fit various screen sizes, providing seamless accessibility and usability for all users. SmartCX- Customer portal is accessible via most modern and legacy web browsers like **internet browser, Mozilla, Safari, Firefox, Opera, Google Chrome and Microsoft Edge** etc.

2.0 Functional Requirements

2	Customer Payment Website - Able to interface with payment processor to authorize eCheck or Credit or Debit Cards payment request. Payments show pending in the CIS. *See exhibit A.1.1. for sample image and *Included in exhibit A.2 (Integrations)		X					SEW SmartCX-Customer Portal features a robust, fully in-built Billing and Payment module that seamlessly connects with leading payment processors and gateways. This integration enables customers to securely access their payment history and store payment methods across all available channels. Customers can conveniently initiate payments using eCheck, credit cards, or debit cards (MasterCard / Visa / AmEx / Discover). SmartCX-Customer Portal will be integrated with the Customer Information System (CIS) via API, ensuring real-time data synchronization. Once payments are processed through the designated payment processor, they will reflect in the CIS as "pending" until they are authorized, providing transparency and accuracy in payment processing.
3	Reporting/Statistics - Able to run usage and performance statistics. *Included in exhibit A.2 (Integrations)		X					The 'Usage' module of the SmartCX-Customer portal platform provides this functionality. It provides the customer an insightful & comprehensive view of usage data in different time intervals (15 minutes, hourly, daily, monthly, seasonal, yearly) on the basis of the meter installed (AMI or Non-AMI) in the form of intuitive graphs and charts. Additionally, the data can be depicted in tabular or chart format for convenience. User can view a full 365 days of daily data on a single screen. User can view/analyse their current energy usage as well as historical energy usage and cost by selecting different registered property addresses, multiple accounts or meters in units including but not limited to KWH and bill reading ($). Also, the SmartCX-Customer portal provides real time intelligence by providing the customers with projected usage and bill using various built-in algorithms, parameters of the customers and their current usage pattern. Water usage analysis information can be exported by customers to Excel, CSV, PDF and XML. The information in the usage report will be broken down to the most granular level and would display the usage of each individual interval value and be summarized monthly and yearly. Town customers can select different date-related

								views & intervals of their consumption data including "Day," "Week," "Date Range," "Billing Period/Monthly," "Comparison," "Seasonal," and "Historical View".
4	Customer Payments on Various Accounts - Able to select one, some or all the accounts associated with the customer number for payment. Payment amounts should default to balance owing with the ability to change the actual payment amount. *Included in exhibit A.2 (Integrations)		X					SEW's Smart CX Billing module fully supports the requirement for customer payments across various accounts. The platform allows for linking multiple accounts to a single customer ID, enabling the selection of one, some, or all associated accounts for payment. Payment amount is automatically populated based on the outstanding balance for each account, streamlining the payment process. Additionally, the module provides flexibility by allowing users to modify the payment amount if needed, accommodating partial or overpayments. The system also likely integrates with payment gateways to process transactions securely and supports various payment methods.
5	Print outs - Ability for customer to print the CIS issued bill, billing, consumption, and payment histories. *Included in exhibit A.2 (Integrations)		X					SEW's Smart CX Billing module meets the requirement through billing module of SmartCX customer can print the issued bill and payment history along with usage history.
6	Surveys - Able to present Districts created customer surveys and collect the customer responses. *Included in exhibit A.2 (Integrations)		X					SmartCX Customer Experience Platform enables utilities to create and distribute customer surveys, collecting valuable feedback in real time. It supports customizable survey formats, automated distribution, and response tracking, enhancing customer engagement and service improvements through data-driven insights.
7	Restoration for Non-Payment Disconnection Ability to flag accounts with a CIS collection status of disconnected for non-payment and allow for the payment of water service restoration for active accounts. Restoration rates vary by time of date and restoration date vary based on working days versus weekends. *Included in exhibit A.2 (Integrations)		X					SEW's Smart CX platform ensures compliance with billing and payment restoration regulations by offering features to flag accounts with a CIS collection status of "disconnected for non-payment" and facilitate water service restoration. The platform supports dynamic restoration rates based on time-of-day and provides flexibility to calculate restoration fees according to working days versus weekends. Automated workflows on the Smart CX platform ensure proper tracking of payment and restoration actions, maintaining transparency and accountability. The system complies with financial regulations by securely handling payment transactions and updating account statuses in real time.
8	Refunds on Closed Accounts - Ability for customer with a closing bill credit to submit a refund request that requires a digital signature validation for acceptance. *Included in exhibit A.2 (Integrations)		X					Service Module of SmartCX Platform facilitates refund requests for closed accounts with bill credits by allowing customers to submit requests digitally.
9	Customer Assistance Programs - Allows customer to apply and uploaded supporting documents to enroll in Customer Assistance Programs. Generates reminder to re-enroll when enrollment period is ending. *Included in exhibit A.2 (Integrations)		X					SmartCX Customer Experience Platform streamlines enrollment in Customer Assistance Programs by allowing customers to digitally apply and upload supporting documents securely. The platform ensures a user-friendly experience with guided application steps, automated eligibility verification, and

								seamless document management. Integrated with utility systems, it enables real-time status tracking, reducing processing time and administrative burden. Customers receive timely notifications on application status, approvals, or additional document requests. SmartCX enhances accessibility, compliance, and efficiency, ensuring eligible customers receive financial assistance or special programs with minimal friction.
10	Customer Number with Various Accounts - Customer numbers associated with various accounts can all be managed with a single login.		X					SmartCX Customer Experience Platform enables customers to manage multiple accounts under a single login. It provides a unified view of all associated accounts, streamlining access to billing, payments, and service requests.
11	Account Views - Customers with multiple accounts can select to only see certain accounts selected, set default account, active accounts only, and accounts with a balance and provide sub-totals.		X					SEW's Smart CX platform through My Account Module allows Customers to filter and set default accounts as per his preference.AI-driven security mechanisms prevent unauthorized data access, while seamless integration with billing systems ensures accurate balance displays and sub-totals. These features provide a secure, compliant, and user-friendly account management experience to the customers with multiple accounts.

2.0 Functional Requirements

12	Distribution Notifications for System Issues - Ability for the Districts to flag accounts by District, Cycle, City, Pressure Zone, etc., to display a Districts Message such as 'Water Outage, Water Quality Warnings, Conservation, or other' type of messages viewable upon customer login.		X					SmartCX platform via Notification module ensures compliance with utility communication regulations by enabling districts to flag accounts based on parameters like District, Cycle, City, and Pressure Zone for targeted system notifications. Messages such as water outages, quality warnings, and conservation alerts are displayed upon customer login, maintaining transparency and real-time communication.
13	Rates - Able to provide rate details for the selected account, including flat and variable charges and surcharges.		X					SmartCX platform ensures compliance with utility tariff regulations by securely providing detailed rate information for selected accounts, including flat and variable charges and surcharges under the Billing Module. The platform integrates seamlessly with District's billing systems to fetch real-time, accurate rate structures. Customers can securely access and review their rates, ensuring a compliant and user-friendly experience.
14	Readings - Ability to input billing reads on "date" for certain types of services, such as, roaming metered services.		X					The SmartCX platform allows utilities to input billing reads on a specified date for services like roaming metered services. It ensures accurate data entry, seamless integration with billing systems, and efficient tracking of consumption, enhancing billing accuracy and operational efficiency.
15	Contact Information Updates - Ability for customers to update their contact information, email, phone, mailing address online and upon saving, save the changes to the CIS.		X					SEW's SmartCX platform through My Account Module enables customers to securely update their contact details, including email, phone, and mailing address, with real-time synchronization to the CIS.

16	Contact Information Updates - Allows the Districts to require or prompt the online user upon login to review and update contact information. This can be turned on or off for certain periods as needed by the Districts.		X					SmartCX complies with the given requirement
17	Customer Notifications Methods - Allow customer to select the type/s of messages (email, text, and/or call).		X					SmartCX platform offers Notification Preferences which allows customers to select their preferred notification methods, including email, text, and IVR as well.
18	Customer Notification Types - Ability for customers to select to be notified if their account usage is higher than their usage history, exceeds their selected water budget, exceed District and/or Customer set thresholds/targets during conservation, leaks, payment due dates, etc.		X					SEW's SmartCX platform fully complies with the requirement by offering configurable customer notifications through multiple channels, including SMS, email, and IVR. The platform enables customers to set personalized alerts for high usage based on their historical consumption, predefined water budgets, or district-imposed thresholds during conservation periods. It also supports automated leak detection notifications and timely payment reminders, ensuring proactive engagement.
19	Maintenance Request - Ability for customer to request a meter leak investigation, high usage inquiry, closing of account that generates the necessary service orders for scheduling and update the CIS accordingly. Completed service orders status should display on the customer profile.		X					Through connect me module of SmartCX District customer can raise Maintenance request such as meter leak investigation, high usage inquiry etc.
20	Moving out / Closing Accounts - Able to request a closing of account online that would allow for a forwarding address update, generate a read/disconnect service order on request date that is limited to working future dates, and enter the pending 'move-out' at the CIS account level.		X					SEW's Smart CX platform fully complies with the moving-out and account closure requirements by allowing customers to request account closures online while updating their forwarding address under the "Services" module. The platform seamlessly generates a stop service order for the requested future date. It integrates with the CIS to register the pending 'stop service' status at the account level, preventing billing discrepancies.
21	Moving in / New Accounts - Ability for customers to complete the Districts water service application, Customer Order Form, that would include digital signature option.		X					SmartCX platform offers service module that supports the moving-in and new account setup process by enabling customers to complete the water service application and Customer Order Form digitally. The platform provides a seamless online experience with an integrated digital signature option, ensuring compliance and authentication.
22	Tenants Accounts - Two signature requirement, the CIS should have the ability for the property owner and tenant to both sign the Customer Order Form. Once one party signs the form, it provides the ability to send it to the other party for their signature.		X					The SmartCX platform enables a two-signature requirement for tenant accounts, allowing both the property owner and tenant to sign the Customer Order Form digitally. Once one party signs, the system automatically forwards the form to the other party for completion. This ensures a secure, efficient, and transparent approval process while integrating seamlessly with the CIS for accurate record-keeping and compliance.

23	Transaction History - Ability to view pending and past payments made on the account.		X					SmartCX platform fully complies with transaction history requirements by providing customers with a comprehensive view of their pending and past payments through a user-friendly dashboard in the Billing Module. The platform seamlessly integrates with the CIS to ensure real-time payment updates and accuracy. Customers can access detailed payment records, including dates, amounts, and statuses, enhancing transparency also providing the customer to download the data in an excel file for his reference.
24	Usage History - Ability to review account usage history.		X					SmartCX platform offers usage module, where district customer can view their usage history in year, months, days and mins.
25	Billing History - Ability to see bills onscreen online.		X					SmartCX platform provides Billing & Payment module which enables customers to view their bills online in a secure, user-friendly interface. The platform integrates with CIS to provide real-time billing details, past invoices, and payment status updates. Additionally, it leverages account usage history and analytics to generate personalized water conservation tips and efficiency recommendations.
26	Conservation water efficiency and tips based on account's usage - Ability to use the account's usage history and data collected, provide tailored recommendations on efficiency and tips.		X					Through Ways to save module of SmartCX platform, Customer can view personalize water efficiency and tips based on account's usage
27	Conservation rebate applications - Ability to accept rebate applications and allow the uploading of other necessary documents such as receipts and add the information to the CIS regarding the pending application.		X					The SmartCX platform streamlines conservation rebate applications by allowing customers to submit applications digitally and upload required documents such as receipts. It seamlessly integrates with the CIS to track application status, ensuring real-time updates and transparency
28	Conservation Program Management - Ability for the Districts to manage submitted rebate applications and credit the customer's CIS account for rebated amounts, General Ledgers would be considered.		X					The SmartBX platform via Program management module enables districts to efficiently manage conservation program rebate applications by streamlining submission, review, and approval processes. It facilitates seamless crediting of approved rebate amounts directly to customers' CIS accounts while ensuring accurate financial tracking through General Ledger integration.
29	Utility Facing Dashboard - Provides website and water usage reporting for data available from Neptune 360. Analytics on high users, no usage accounts, continuous usage accounts, leaks, backflow events and conservation program participation, run comparison reports for customers that participated in conservation programs, payments, use of website, etc.		X					The SmartBX platform provides a comprehensive utility-facing dashboard integrating data from Neptune 360 for real-time water usage reporting. Utilities can analyze high-usage accounts, no-usage accounts, continuous usage patterns, leaks, and backflow events. The platform offers insights into conservation program participation, enabling comparison reports for customers engaged in conservation efforts. Additionally, SmartBX tracks customer payments, website interactions, and overall engagement metrics. With powerful analytics and visual reporting, utilities can optimize resource management, detect anomalies, and enhance customer outreach.

30	Language Translations - Ability to translate online service to the following languages, including but not limited to Armenian, Chinese (Simplified), English, Filipino, Japanese, Khmer, Korean, Persian, Spanish, Thai, and Vietnamese.		X					SEW's SmartCX platform fully supports multilingual capabilities by providing dropdown option for selecting preferd language which offers seamless online service translations in various languages, including but not limited to Armenian, Chinese (Simplified), English, Filipino, Japanese, Khmer, Korean, Persian, Spanish, Thai, and Vietnamese.
31	Documents Library							
a	Customers – Provide "how-to" information in text and videos on using the website, accessing, and utilizing the information available and conservation tips and tricks.		X					SmartCX platform fully supports customer education by providing comprehensive "how-to" guides via tutorial videios and FAQs. These resources help users navigate the website, access account information, and utilize available services efficiently. The platform also includes interactive and insightful content and FAQs to enhance self-service capabilities.
b	Districts – Documents should include water quality, usage reports, available outreach tools, and best practices for utilizing the system.		X					Through SmartCX marketing preferences, customers can opt to receive documents such as water quality reports. Once enrolled in the outreach program, they will receive multiple notifications, including marketing materials, via SMS, email, or push notifications, ensuring timely and relevant engagement.

2.1 General Functional Requirements

2.1.6 Customer Phone System

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**

2.0 Functional Requirements

1	Phone Payments - Able to interface with payment processor. Payments made should show pending in the CIS. *Included in exhibit A.2 (Integrations)		X					Integrates with payment processors via API, ensuring real-time updates.
2	Phone Call Attendant - Call tree and call routing system.		X					Includes a workflow-based call tree and configurable call routing. Routing logic can be customized based on customer needs.
3	Phone Automatic Call Distribution - Queues callers and sends to agents when ready and if not answered send caller to next available agent. If no agent available, send to queue with priority placement in queue to be answered next.		X					
4	Voice Over Internet Protocol – County staff us iPhones and VOIP compatible desk phones and are located throughout Los Angeles County. County staff should be able to login to the phone Call Distribution system and able to accept customer phone calls regardless of location.		X					Supports VOIP across mobile and desk phones

5	Call Type Queuing - Able to route callers based on options selected in the call tree that include but not limited to; for Payments, press 1, for new or closing accounts, press 2, for information on our 'special program', press 3.		X					Call routing based on conversation with AI agent, or keypad, for distribution to the right department
6	Phone Information Readbacks - Able to read back an account summary that includes, current amount due, current past due amount, new bill amount, disconnected for non-payment amount, due dates, last payment, next payment agreement detail and consumption.		X					AI-powered readbacks with direct integration into CIS for real-time account details, including balance, due dates, past due amounts, and service status.
7	Phone Payment Restorations - Ability to flag accounts with a CIS collection status of disconnected for non-payment and allow for the payment of water service restoration for active accounts. Restoration rates vary by time of date and restoration date vary based on working days versus weekends. When a payment is received, add a CIS note, restoration fee, create a CIS service order and queue for restoration on the appropriate date.		X					Flagged accounts can be automatically recognized and can direct accounts down service restoration workflows.
8	Phone Payment Arrangement		x					
a	Ability for customers to set up single payment arrangements based on CIS billing and due dates while following preset CIS rules.		X					Customers can schedule single payment arrangements, adhering to CIS billing rules and due dates.
b	Ability for customers to set up multiple payment arrangements based on CIS billing and due dates while following preset CIS rules.		X					Similar to single payment arrangements, multiple payment arrangements can be setup through our AI agent.
9	Phone Number Updating - Allows caller to update phone number.		X					Customers can update their contact information such as phone numbers and email addresses, and changes are reflected in the CIS in real time.

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10	Phone number look up - Able to use customer's caller ID to locate the account in the CIS, "we located an account for your phone number, please enter the street numbers to confirm". Phone system then queues up account for customer to access options (account summary read back, payment options, etc.). If the customer request to speak to an agent, the information is passed to County staff identify the calling phone number with the use of Caller ID. Allows the conversation to be personalized by extracting information from the data base and displaying it for use by County staff.		X					Caller ID is used to identify accounts via direct lookup in the CIS.
11	Customer Time in Queue and Options selected - Able to see time in queue, and options accessed to allow for personalized service.		X					Supervisors can track queue times and options accessed, enabling personalized customer service and analytics.
12	Call Monitoring and Whisper Coaching - Supervisors or managers should be able to monitor live calls to ensure service quality and provide real-time assistance to agents through "whisper coaching" (where the supervisor can speak to the agent without the customer hearing).		X					

13	Call Transfer and Conferencing - The ability to transfer calls between agents or departments seamlessly, as well as conduct conference calls with multiple parties to facilitate collaboration or involve specialists when needed.		X					
14	Interactive Voice Response - Able to talk entry and key input.		X					
15	Survey - Able to present Districts created customer surveys and collect the customer responses.		X					Post-call surveys can be configured and presented to customers, with responses logged for analytics.
16	Reporting - Able to report contact and performance statistic (number of calls, satisfied or completed calls, length of time for completion, forms used, etc.).		X					Comprehensive reporting tools track call volumes, average call durations, platform analytics, and more for performance evaluation.
17	Integration with Other Communication Channels - The ability to integrate with other customer communication channels, such as email, chat, social media, or messaging platforms, to provide a unified customer service experience across different channels.		X					The system is designed from the ground up around omnichannel communication. It integrates with email, web chat, and external messaging platforms including and not limited to Slack and Messenger.
18	Scalability and Flexibility - The system should be scalable to accommodate the growth of customer service operations and flexible enough to adapt to changing business requirements or emerging technologies.		X					The platform scales to support hundreds of concurrent conversations during times of increased customer demand.

2.1 General Functional Requirements

2.1.7 Customer Outbound Messaging

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Customer Messaging and Notices -Able to generate call, text, phone calls, or email from the CIS. Messaging and Notices can vary from collection notices to general messaging, updates, etc. *See exhibit A.1.1. for sample image.		X					
2	Emailing - Able to email selected or filtered accounts in the CIS.		X					
3	Phone Call							
a	Able to select or filter accounts in the CIS and send out a custom call that can be a text to speech or load a voice file.		X					Via the integrated Hansen AI Virtual Agent
b	Able to test broadcast prior to releasing broadcast event to customers.		X					Via the integrated Hansen AI Virtual Agent
4	Text - Able to select or filter accounts in the CIS and send out a custom text to customers that op-ted to receive text, or text all cell numbers available for urgent health matters.		X					
5	Letter Management							
a	Able to send letters for selected or filtered accounts in CIS with the ability to use bookmarks.		X					

b	Able to see pending letters to be printed/sent prior to sending and able to letters in mass from a letter management form.		X					
	*See exhibit A.1.1. for sample image.							

2.1 General Functional Requirements

2.1.8 CIS End Users - County Staff

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Add and disable user profiles - Able to manage users and user access.		X					
2	Create at minimum the following CIS access and security groups:		X					
a	Customer Service Representative: Able to search system, accept payments, provide customer service, perform moving in and out of customer activity, etc.		X					
b	Senior Customer Service Representative: Business desks operations; Able to approve, conduct user audits and workflow quality assurance reviews, bill accounts, meter reading activity, CIS management forms, Import and Exports, etc.		X					
c	Customer Service Supervisor: Able to approve transaction requests, conduct user audits and workflow quality assurance reviews, bill accounts, meter reading activity, CIS management forms, Import and Exports, etc.		X					
d	Field Customer Service Representative: Able to search system, generate and close service orders, accept service orders, etc.		X					
e	Engineering Services: Able to search system, generate service orders, backflow management, service order management, Import and Export data, etc.		X					
3	Restrict users' profiles from certain fields - Able to restrict staff from entering and/or accessing certain fields.		X					
4	Audit Users - Able to Audit users' logins, adds, deletes, edits.		X					
5	Restrict users' profiles from certain accounts - Able to restrict access to certain account/customer combinations such as staff or presidential account, actors, or other high-profile accounts.		X					
6	Tasks for follow up - Flags accounts with a follow up task with the ability to send reminders to users that can be generated automatically or by supervisor.		X					
7	Service order follow up - Flags certain service order types for agent to follow up with customer.		X					
8	Filters and Reports user interface							
a	Able to filter or run reports for CIS data combinations with the ability to extract in various formats.		X					

b	Able to provide multiple canned reports useful for water utility companies (e.g., active meter inventory, active backflow inventory, active registers, mailing address list for active accounts, number of active accounts per area “X”, accounts in pressure zone, autopay's scheduled on “X” date, amounts billed during “X” days grouped by district, cycle, city, etc., payments received during “X” days with grouping options, usage by service or account type “X” within period “X-X”, etc.)		X					
c	Ability to create custom reports pulling available CIS data fields.pulling available CIS data fields.		X					
9	Extracts Grid Data - Able to extract information from the CIS in excel and PDF format.		X					
10	Grid and Display Preferences							
a	Able for CIS system administrator to set default views for CIS forms.		X					
b	Able to end users of the CIS to adjust allowable grides and data to their preferences.		X					
11	Sorting and Displaying - Able to sort data in the CIS forms.		X					
12	Year-end Reports							
a	Able to summarize outstanding balances per area, district and/or accounts receivable codes.		X					
b	Able to estimate water usage not yet billed through June 30, <YYYY> that will be billed in new fiscal year.		X					
13	Bookmarks - Able to use system bookmarks for customer letters or other functions.		X					
14	Meter and Register Inventory							
a	Able to add meters and registers to Inventory form to be able to assign them to an account.		X					
b	Able to mass add meters or registers into inventory that may or may not be in sequential order.		X					
15	Meter and Register Data - Able to add the various meter and register identifiers, including, serial/device numbers, manufacturer, model, meter cost, testing history, upcoming testing requirements, test frequency, last date tested, tested by, date installed, testing cost, removal date, scrapped reason, size, register type, meter multiplier, number of dials, meter status (on account or in inventory), type of service.		X					
16	Add a meter to Account							
a	Able to add a meter to an account.		x					
b	Able to move a meter to inventory and then add the meter to a different account/property.		X					
17	Add a remote to Account							
a	Able to add a register to an account.		x					
b	Able to move a register to inventory and then add the meter to a different account/property.		X					

18	GIS Latitude/Longitude for Meter location - Able to add Latitude and Longitude for the meter location.		X					
19	Meter Location Note - Able to accommodate a text meter location entry.		X					
20	Exchange Meter							
a	Able to enter ending read on old meter and start read for new meter. Perform all the necessary actions to complete the exchange to continue with bill issuance.		X					
b	The CIS should automatically transfer associated meter components needed to continue bill issuance such as reading cycle and reading order, bill code/rates, etc.		X					
c	Able to retain meter information at the account level when a meter is removed.		X					
21	Exchange Register							
a	Able to enter ending read for old register and start read for new meter. Perform all the necessary actions to complete the exchange to continue with bill issuance.		X					
b	The CIS should automatically transfer associated meter components needed to continue bill issuance such as reading cycle and reading order, bill code/rates, etc.		X					
c	Able to retain register information at the account level when a meter is removed.		X					
22	Correct a meter number - Able to correct a meter number with no impact on other areas.		X					
23	Correct number of Dials - Able to correct number of dials.		X					
24	Correct a register number - Able to correct a register number with no impact on other areas.		X					
25	Removed meter status (broken, upgraded, etc.) - Able to assign a reason for a meter removal reason such as upgrade, broken meter, etc.		X					

2.1 General Functional Requirements

2.1.9 Meter Readings

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Usage reading - Able to collect meter reading to the hundred thousandth place.		X					
2	1.2. Meter Reading Import File *Included in exhibit A.2 (Integrations)		X					
a	Interface with Neptune 360 to obtain meter readings that will be used in the CIS to calculate bills based on consumption. Neptune 360 will manage digital and manual meter readings from AMR and AMI systems.		X					
b	Able to complete the import 2000 meters to be ready within 15 minutes.		X					
3	Meter Reading Trouble Code Service Repairs							

a	Able to automatically generate certain type of service orders for flags available from the Neptune 360 import file.		X					
b	Able to add notes and follow up task for certain types of service orders when generated.		X					
4	Meter Reading Export File, Manual Reads							
a	Interface with Neptune 360 to schedule meter reading cycles to be read.		X					
b	Able to export 200-meter readings from Neptune 360 within 15-minutes.		X					
5	Meter Reading Cycles		x					
a	Ability to schedule, hold and adjust meter reading cycle dates.		X					
b	Ability to combine multiple cycles.		x					
6	Unit of Water Measure - Able to capture usage as 100 cubic feet of water (HCF) and able to adjust these to cubic feet or gallons.		X					
7	Meter Reading Cycles - Ability to modify an accounts meter reading cycle.		X					
8	Usage History - Able to retain usage history and compare from closing bill's customer usage and new customer.		X					
9	Meter Readings - Ability to add and use a read entered manually by County staff for billing of account that may have been obtained during service order investigations or unlocks.		X					
10	Meter Reading Route Management - Cycle and Books are then sequenced into a meter reading walking route.		X					
11	Meter Reading Route Management Resequencing - Able to re-route walking routes.		X					
12	Meter Reading for Opening and Closing Accounts – Able to call Neptune 360 to obtain a meter reading for a past date that would be used to close and/or open account.		X					
13	Meter Reading – Usage on Finalled/Closed account. Able to call Neptune 360 to obtain usage on accounts that are finalled/closed in the CIS.		X					

2.1 General Functional Requirements

2.1.10 Meter Readings

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Cycle Billing - Able to bill monthly or bi-monthly bill cycles.		X					
2	Electronic Billing - Ability to enroll in electronic bill notification instead of paper billing.		X					
3	Billing Quality Assurance and Audits							
a	Able to find accounts not billed in “X” number of months.		X					
b	Able to flag or find accounts billed less than $”X”.		X					

c	Able to flag or find accounts billed $00.00.		X					
d	Able to find accounts with a pending move-in or move-out that has said 'move' date over "X" months.		X					Interpreted to mean the ability to find open or unworked service orders.
4	Cancel Bills and Manual Billing - Ability to cancel a previously issued bill that reverses the charged amounts and reverts the reading used for the billing, while retaining the reading as pending should it be needed again. Ability to send manual reissued bill.		X					
5	First and Final Billing - Able to prorate service charge using 30 days.		X					
6	Postal Code Sorting - Able to sort bills and print them by postal zip code.		X					
7	Bill Print Totals - Able to provide total paper and electronic bill totals printed.			X				Configure the screen to include bill routing totals (paper vs electronic bill).
8	Bill Print from Archive - Able to re-print bills from archive.		X					
9	Bill Message							
a	Able to add bill message text to customer bills. This functionality should allow the Districts to add a bill message to the front of the bill and modify the back of the bill as well.		X					
b	Able to add a bill message for individual customer/s.		X					
10	Customer Assistance - Able to display pending pledge or reduced payment assistance program information on the bills.		X					
11	Unmetered Billing - Able to bill un-metered services.		X					
12	Cancel & Rebilling - Able to cancel a bill and rebill it at the same time.		X					
13	3rd party bill copies - Able to send second and third bill copies (owners, property managers on tenant accounts, and able to send bill copies to others addresses).		X					
14	Manual Billings outside of Reading Cycles - Able to send a bill outside the normal bill cycles.		X					
15	Bill Formatting							
a	Able to adopt Districts branding and display line-item charges which can be combined or displayed separately.		X					
b	Able to display/group seasonal, rate change and/or meter exchanges as line items on the bill.		X					
c	Able to display charges, transactions, or adjustments using 'customer description labels' that may be different than the utilities CIS system descriptions/labels.		X					
d	Able to no display certain charges, transactions, or adjustments that the County does not want the customers to see.		X					
e	Able to display reading from and to dates, reading and usage information.		X					
f	Able to display balance forwards prominently for unpaid prior bills and provide final due dates for balances over "$xx" amount that may face disconnection for non payment.		X					

g	Able to display payments received between billing periods/cycles.		X					
h	Able to print bills and notices to screen for County employee view.		X					
i	Ability to print bills in color and flag certain collection status and/or messaging to be bolded and in color for easy view.		X					
16	Due Dates - Able to calculate bill original due dates and final due dates for past due amount balances and have them not fall on weekend or holidays.		X					
17	Calculate Bills - Able to calculate bills based on consumption, then applying the various rates elements described in Rates section.		X					
18	Report, Zero Usage - Able to run a zero-usage report for accounts.		X					
19	Meter Reading and Calculation Exceptions							
a	Able to configure meter reading, usage, and calculation exceptions, including but not limited to:							
b	Bill is “X”% higher than last bill, Bill is “X”% lower than last bill,		X					
c	Move out date is within billing period,		X					
d	Bill date is within “X” days of the account being closed,		X					
e	Vacant account, No Name,		X					
f	Bill is greater than $”X”,		X					
g	Bill is less than $0.00,		X					
h	Usage too High or Low, Zero usage,		X					
i	No history for comparison,		X					
j	Could not estimate reading,		X					
k	Service period less than “X” day/s,		X					
l	Service period greater than “X” days,		X					
m	Usage is negative,		X					
n	Usage increased “X” periods,		X					
o	Usage decreased “X” periods,		X					
p	Usage on deactivated and/or closed account,		X					
q	No reading, Meter turnover, Meter changed,		X					
r	“X” consecutive estimated bills,		X					
s	Move out before reading date,		X					
t	Negative service dates,		X					
u	First bill less than “X” days, First bill,		X					
v	Usage on fire service, and		X					
w	International mailing address.		X					
20	Allow field technicians and office staff to add meter reading trouble codes - Codes include, cannot locate meter, snake in box, bees in box, etc., these would then generate service orders in the CIS for address the issue.		X					
21	Bill proration - Able to back bill and prorate billing periods for corrections and move-in/out activity.		X					
22	Journals summary report							

a	Able to run a Journal that provides a high-level summary of the general ledger credits and debits that are grouped by District. The journal should provide a line-item record of accounts in the 'batch' groupings.		X					
b	Able to run quick summary journals that only provide the high-level summary with no account details.		X					
23	Unique transaction codes - Able to accommodate various transaction codes.		X					
24	General Ledgers - Able to associate all fees, charges, transactions, and payments with a General Ledger that are all interfaced with the County's financial management system, eCAPS. *Included in exhibit A.2 (Integrations)		X					General Ledger integration is available functionality. If a special API needs to be developed for integration with eCAPS, that will be custom developed as part of the implementation project.
25	Bill Printing – Consolidated - Able to send one bill statement for various accounts held by the same customer.		X					
26	Estimate Bills							
a	Ability to estimate bills based on past "X" years, pre-determined time period, or same period last year.		X					
b	Ability to estimate entire routes or billing cycles.		X					
c	Ability to search for estimated bills.		X					

2.1 General Functional Requirements

2.1.11 Rates

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Rate Charges - Able to charge rates to the hundred thousandth place.		X					
2	Meter billing unit (BU) is a multiplier based on meter size (account level) - Ability to multiple the BU by the service charge which then increases the allowances in tier thresholds. *See exhibit A.1.1. for sample image.					X		A modification will be required to associate the BU value to each meter/connection size. The Charge Calculation Process will be enhanced to consider BU factor when creating the charge and generating the bill detail information. *Needs further discussion / clarification
3	Multiple Register Meters - Able to combine multiple registered meters' consumption and calculate the charge.		X					
4	General Ledgers - Billed amount shall be adjusted to the appropriate General Ledger transaction based on the type of charge. *Included in exhibit A.2 (Integrations)		X					General Ledger integration is available functionality. If a special API needs to be developed for integration with eCAPS, that will be custom developed as part of the implementation project.
5	Bi-Monthly Cycle Bills - Able to calculate bi-monthly cycle bills as two-month periods even though reading dates can range from 50-70 days, typical range is 56-64 days.		X					
6	Billing Codes - Able to set up multiple billing cycles that are assigned to accounts. Billing cycle elements		X					

7	1.7. Billing Codes (With billing components/elements, base and commodity, flat rates, usage, tiers, surcharges, etc.) - The Districts has 190 active bill codes, and most have seasonal components.		X					
8	Mandatory Fields		X					
a	Able to set mandatory fields.		X					
b	Able to set mandatory fields for Billing Unit, Meter Number, Billing/Rate code, and other required fields needed to calculate a bill correctly.		X					
9	Real Time usage Pricing - Able to use Time-of-use and Real Time pricing.					X		*Needs further discussion / clarification
10	Weather Conditions - Able to track weather conditions nearest the service address, such as average temperature during meter reading period that could provide explanation for high or low usage.		X					
11	Monthly flat base service charge - Able to accommodate various service areas with unique charges.		X					
12	Consumption Charge - Able to charge rates based on usage.		X					
13	Surcharges, monthly - Surcharge x BU x number of months billed.			X				A Charge Calculation Process user exit will be developed to determine the number of months for each bill period.
14	Surcharges, based on usage - Surcharge based on all usage or usage over allowances.			X				A Charge Calculation Process user exit will be developed to determine the allowance based on the BU value.
15	Tiered Rates - Tiers are set up with differing thresholds based on service area x BU x Months.			X				A Charge Calculation Process user exit will be developed to determine the step threshold based on the service area, BU value and number of months.
16	Seasonal Rates Start and Stop - Able to prorate rates at seasonal start and stop dates.		X					
17	Meter Exchanges - Able to calculate the cycle bill through a meter exchange.		X					
18	Other Charges - Able to accommodate a rate delivery fees, transportation, storage, etc.		X					
19	Seasonal Rate Allowances - Seasonal rates allow higher or lower thresholds.			X				A Charge Calculation Process user exit will be developed to determine seasonal calculations for step threshold based on the service area, BU value and number of months.
20	Rate Consolidation - Able to accommodate the combination or separate rate schedules/bill codes.		X					
21	Rate Change Development - Able to load proposed future rate changes in the Districts development site of the CIS for testing of accuracy using estimated usage and bill presentation format before they are promoted to production.		X					
22	Rate and Calculation Validation - Able to run a bill calculation validation outside of the CIS (production or development sites) that uses the CIS usage and calculation data contained in a CIS billing batch. This external calculation will then be compared to the CIS data and flag irregular or differing data for subsequent manual review and validation of the rate calculation.		X					

23	Rate changes - Able to prorate rates at a rate change effective date.		X					
24	Rate Change Percentage - Able to enter a percentage change to some or all billing components/elements. For example, the Districts may change a percentage on a flat and tiered rate yet not the associated surcharges.		X					
25	First and Closing Bills - Able to prorate bills based on 30-day periods.		X					
26	1.26. Water Demand Factor (WDF) - Able to calculate an account's monthly service charge using a Water Demand Factor that is assigned to the account. *See exhibit A.1.1. for sample image.			X				A Charge Calculation Process user exit will be developed to use the WDF when calculating each bill.
27	Able to adjust the Water Demand Factors that are reviewed yearly and updated at the account level at the close of a reading cycle. *See exhibit A.1.1. for sample image.					X		Develop annual Water Demand Factors review process to evaluate and update accounts yearly. *Needs further discussion / clarification
28	Income Based Billing - Able to reduce "X"% from normal rate for certain accounts that qualify for said reduction.		X					The discount function within Hansen-CIS can be used to enter the "X"% value to reduce the calculated amount from the normal rate for the specified accounts.
29	Conservation Rate Structure *See exhibit A.1.1. for sample image.		X					
a	Able to switch to different billing structures as needed such as Conservation Rate Structure.		X					
b	Able to set up conservation structure with typical elements, service charges, normal usage changes, tiers, surcharges based on water usage thresholds.		X					
30	Conservation Prorations - Able to prorate into and out of conservation billing structure.					X		The Charge Calculation Process will be modified to prorate into and out of conservation billing structure (rate change). *Needs further discussion / clarification
31	Conservation Base Year					X		Develop annual Conservation Base Year Calculation process to evaluate all associated accounts. Note: The Conservation Base Year Calculation has some similar characteristics as the HBC module within HansenCIS. *Needs further discussion / clarification
a	Able to generate and assign a base quantity for each account for a certain year's historical use as follows:					X		Develop annual Conservation Base Year Calculation process to evaluate all associated accounts. *Needs further discussion / clarification
a.1	Meters 1-inch or less, a base quantity shall be the average of the water usage for all similar sized meters during the corresponding billing period of a base period for a certain cycle.					X		Develop annual Conservation Base Year Calculation process to evaluate all associated accounts. *Needs further discussion / clarification
a.2	Meters 1-1/2-inch or larger, a base quantify shall be their account's usage history.					X		Develop annual Conservation Base Year Calculation process to evaluate all associated accounts. *Needs further discussion / clarification
32	Conservation Target - Able to assign a percentage reduction that is factored against the base.			X				A Charge Calculation Process user exit will be developed to consider percent reduction when calculating the account charge.
33	Conservation Surcharges 1 and 2 - Able to Charge:			X				A Charge Calculation Process user exit will be developed to calculate the account conservation surcharge.
a	Conservation Surcharge 1 is charged for water usage from target through 115% of target.			X				A Charge Calculation Process user exit will be developed to calculate the account conservation surcharge.

b	Conservation Surcharge 2 is charged for water usage above 115% of target.			X				A Charge Calculation Process user exit will be developed to calculate the account conservation surcharge.
34	Conservation Penalties - Able to assess penalties/surcharges for over usage thresholds.			X				A Charge Calculation Process user exit will be developed to calculate the account conservation penalty.
35	Conservation Target Increase - Able to increase the Target allowance at the account level.			X				A Charge Calculation Process user exit will be developed to calculate the account conservation penalty.

2.1 General Functional Requirements

2.1.12 Payments and Adjustments

Functional Requirement Response Form Matrix		Solution to Requirement

2.0 Functional Requirements

			Available	Alternative	Customization	Enhancement	Not Available	Comments Hansen CIS and integrated SEW SmartCX managed the Payments and Adjustments
1	General Ledgers - Able to adjust the appropriate General Ledgers for each payment, bill issued and adjustment.		X					The billing module of the SmartCX-customer experience platform ensures adjustments by automatically mapping each financial transaction—such as payments, bill issuances, and adjustments—to the appropriate GL accounts. This is achieved through predefined GL account configurations that align with utility accounting rules. The system records and updates these transactions in real-time, ensuring accurate financial reporting and reconciliation. Additionally, integration with enterprise financial systems enables seamless data flow, reducing manual errors and maintaining compliance with accounting standards.
2	Balancing and Reconciliation - Able to run balance reconciliation process to reconcile accounts receivables with balances with those with credits.		X					SEW will provide the District with an automated nightly batch for all card and electronic check payments with a single reconciliation process for all payment channels. Our systems is available for processing 24/7/365. Funding to the District departments is processed five days per week (Monday-Friday). ACH gross credits will be posted within 24-48 business hours. For a transaction to be included in a current day's batch, the transaction needs to be run, and the batch closes by 6:00 P.M. Mountain. Federal Reserve Holidays recognized by banks will delay the funding/ACH process. Weekend activities will be combined and included with Monday's settlement. The District will have the flexibility to set up batch settlements to be automatic or manual and the District can set time and time zone for automatic batch settlements.
3	Payment Posting - Able to display immediately in the CIS pending payment made by phone, website, or in-person in pending status until the 'batch' is updated.		X					SEW Payment services will be integrated with the Customer Information System (CIS) via API, the billing module of the customer portal ensuring real-time data synchronization and ensures real-time payment posting by immediately reflecting payments made via phone, website, or in-

								person in the CIS. Once payments are processed through the designated payment processor, they will reflect in the CIS as "pending" until the 'batch' is updated, providing transparency and accuracy in payment processing.
4	Deposits - Ability to accept deposits that are on 'hold/pending' until the Districts reconciles the payments and is ready for updating of the batch. Deposit amounts may vary by account/customer based on credit and service areas and/or rates.		X					SEW will provide District with an automated nightly batch for all card and electronic check payments with a single reconciliation process for all payment channels. The funding amount is reconciled to payments in batch. The SEW payment service solution consolidates remittance and settlement of funding for payments across all channels. Through SmartBX portal, District will be able to monitor all Visa, MasterCard, Discover, American Express and E-check transactions every day, in real time, in each department. All card and eCheck Payments will be directly deposited to the District depository account the second business day. SEW will provide the District with an automated nightly batch for all card and electronic check payments with a single reconciliation process for all payment channels. Our systems are available for processing 24/7/365. Funding to the District is processed five days per week (Monday-Friday). ACH gross credits will be posted within 24-48 business hours. For a transaction to be included in a current day's batch, the transaction needs to be run, and the batch closed by 8:00 P.M. EST.
5	Balancing and Reconciliation - Able to group into payment batches the various types of payment received, mailed, counter, night drop box, and other. The system will require a balance for both the total dollars and/or checks received.		X					Yes, SEW Payment Service will process all the collected funds received various types of payment received, mailed, counter, night drop box, debit or credit cards and ACH PayPal, Venmo, Apple Pay, G-Pay, etc., every day and deposit it directly into the District designated bank account on the day of transaction on a nightly basis. The funds will be consolidated across all payment channels to allow for easy reconciliation by the Finance and Accounting departments. The District can decide the number of Merchant IDs required, and each Merchant ID will have one deposit daily. We will provide the District with an automated nightly batch for all card and electronic check payments with a single reconciliation process for all payment channels. Our systems are available for processing 24/7/365. Funding to the District is processed five days per week (Monday-Friday). The payment transaction data is available for the District staff in a single interface. Through admin Portal, District will be able to monitor all Visa, MasterCard, Discover, American Express and E-check transactions every day, in real time, in each department. The proposed platform consolidates remittance and settlement of

								funding for payments across all channels and will provide the District with robust reporting options
6	Payment Allocation - Able to apply payment to certain account receivable balances based on Districts hierarchy. Hierarchy must accommodate partial, full, and over payment across the various receivable types. Payments may be allocated by percentage or priority across multiple services or transaction types. System imported payments should follow system set allocation rules and staff direct payment entries, these should provide an option to post payment directly to owing receivable types.		X					
7	Importing Payments *Included in exhibit A.2 (Integrations)							
a	Able to import payments from external payment platforms such as HomeBanking, remittance mailed payment files, and payment processor.		X					The SmartCX-Customer portal integrates with external payment platforms via secure APIs and file transfers to import payments from Home Banking, remittance files, and payment processors. It automates payment mapping, validation, and reconciliation, ensuring seamless processing and real-time updates.
b	Ability for the Districts to import payments into a selected transaction type by only requiring minimal data: account and customer number, and payment amount.		X					The SmartCX-customer portal platform enables clients to import payments into a selected transaction type using only account number, customer number, and payment amount. The system automatically maps, validates, and processes the payments, ensuring accurate allocation and reconciliation.
8	Cashiering Services							
a	Ability to accept all payment types in the CIS, including credit card authorization.		X					Yes, SEW SmartCX-Customer portal complies with this requirement, Our platform solution's payment gateway supports all major credit and debit cards(Visa, Mastercard, Discover and American Express.) ACH and Digital Wallets like Apple Pay Google Pay, PayPal and Venmo. Our system will cover the complete payment workflow from payment processing, to posting it to the District's CIS systems and then reflecting the status in real time on the SEW Payment service in web portal or native mobile app.
b	Able to manage 'Safe Drops' in the employee's payment batch.		X					SEW SmartCX-Customer portal and payment service platform allows cashiers to manage "Safe Drops" within their payment batch by recording and tracking cash deposits separately, ensuring secure handling and accurate reconciliation.
9	eCheck Electronic Authorization - Able to authorize Electronic Checks at check presentation.		X					SEW SmartCX-customer portal and payment service platform authorizes e-Checks instantly at check presentation by validating account details and funds availability through secure payment processing, ensuring seamless and compliant transactions.

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10	Payment Entry - Mailed, night-drop, or other direct payment entries.		X					Supported in Hansen CIS. Note, SEW does not support Remittance Paper Check Lockbox. This is legacy technology that is only supported by a few companies still able to maintain the hardware required. SEW does support a robust E-Lockbox for payments from the online banking networks.
11	Auto Pay - Able to Automatically Bank or Card Payment Draft for Pre-Authorized Auto Pay Payment Plan enrolled customers.		X					District Customers can use the "Billing" module to enroll for recurring auto-payments at the click of a button. For autopay or recurring bill payments, the SmartCX-Customer portal will allow District Customers to save their payment information. Automatic Payments can be made using debit card, credit card and e-check. The added bank information is first validated and then provided to the user for recurring payments, which they can select as default payment mode. Specific dates can be set for scheduled or recurring payments. Upon successful enrollment, the customer's account will automatically get debited with that month's bill amount on the selected 'Auto Pay date'.
12	Masking - Able to mask at the data base level and/or user level sensitive data for certain user class, information includes credit and debit card information, driver's license, banking information, etc.		X					SEW payment service can be configured to mask customer entry such as credit and debit card information, driver's license, banking information as its input as well as block copy and paste entry into any fields.
13	Returned Checks and Disputes *See exhibit A.1.1. for sample image.							
a	Able to debit returned checks, add the return check fee. Able to automatically send out a customer notification email.		X					Yes, SEW Payment service complies with this requirement, E-Check payments can be refunded to the original bank account used by the customer, after 5 business days. Returns can take place due to the processing of a check in an electronic form as it is not a guaranteed transaction. When a transaction does fail and is returned, there is a returned item fee on returned check transactions. The customer is notified, the funds reversed, and the system is updated. In case of declined Payments or returned checks, a notification (email, SMS) is sent to the customer based on his preferred notification channel, informing them of the payment failure.
b	Able to debit disputed card payment chargebacks.		X					SEW payment service platform has a robust process for handling disputed payments and chargebacks which significantly cuts down the time the District has to spend handling payment exceptions, disputes, and returns/refunds. Each transaction has a specific confirmation number, and all payment exceptions are tied to that confirmation number. SEW can assist District in researching exceptions, if required. Payment transactions of all departments will follow the same chargeback process so that the various departments can have a standardized process.
14	General Ledgers are automatically adjusted.		X					The payment service platform automatically updates General Ledgers by mapping payments and

								adjustments to the appropriate District accounts in real time. And ensures accuracy through automated reconciliation, rule-based allocations, and seamless integration with financial systems.
15	Scheduling future payments - Allowed only through due date or other set dates.		X					SEW Payment Services can manage all these payment scenarios through a robust and integrated payment processing system. This system includes secure gateways for ACH and card transactions, automated scheduling tools for recurring payments, and future-dated transaction capabilities. Under Make Payment method feature in Billing Module the Customers enter the payment amount, select a future date for processing, and provide payment details (ACH or card). SEW Payment Services stores this information securely and processes the payment on the scheduled date. Customers receive confirmation of the scheduled payment and a notification once the payment is completed.
16	Level Pay							
a	Ability to levelized, equalize, or average payment plans to be paid due date.		X					Supported in Hansen CIS and the SmartCX-Customer Portal allows District customers to set payments arrangements based on account. If customer needs more time to pay his/her bill, our SmartCX-Customer portal allow customer to request for payment arrangement i.e., due date extension, Level Pay, and District authorized staff can reject or offer flexible payment arrangements for qualifying customers. SmartCX-Customer portal has built-in 'Level Pay' functionality in Billing module where eligible District customers can enroll for Equal Payment Plan. The enrollment request will be sent to the District staff for their review and approval/rejection. Based on District specifications, SEW will define Level-pay option for their end-customers. The solution will allow District to calculate and average an amount based on customer's bills of last twelve months. Once approved and enrolled for 'Level Pay,' the eligible District customers need to pay a nominal amount every month for eleven months of a year and the differential amount in the twelfth month of the year. The 12th month is the settling-up month for the actual consumption during the 12-month billing period.
b	Able to adjust level pay amounts to defined periods (quarterly, semi-annual, and annually).		X					The SmartCX-Customer portal Billing and payment module will adjust customers Level Pay amount to minimize by recalculating based on defined periods (quarterly, semi-annual, annual) true-up amount. It automates adjustments using billing rules, ensures accurate distribution, and updates customer accounts accordingly.

c	Able to automatically flag for review and/or remove customer from level pay plan for missing “x” consecutive or missed payments in a "month period".		X					SEW SmartCX-Customer portal has this functionality, our platform monitors level pay accounts for missed payments. If a customer misses “X” consecutive payments within a month, the system automatically flags the account for review or removes them from the plan based on predefined rules, ensuring proactive account management.
17	Pledges - Ability to track Customer Assistance Program pledges while the actual payment is received.		X					SEW have Agency Portal that has capability to tracks Customer details whenever the customers will be enrolled than the portal will track the customers Assistance Program pledges by logging pledge commitments and monitoring them until the actual payment is received. And the pledge field in the "Pledge" module allows an agency to enter the pledge amount/payment commitments. Also, user can create a new pledge, find customer information, and look up for the pledges history, along with current status and expiry of the customer. It ensures real-time status updates, automated reconciliation, and seamless fund allocation upon payment.
18	Assistance Interface - Able to interface with State and Federal financial assistance programs to identify customers that participate in financial assistance programs, so they are automatically enrolled in Districts available programs or to offer financial assistance program information when the customer calls or logins online.		X					The Agency Portal integrates with State and Federal assistance programs to and via secure data exchange to identify eligible customers. And enables automatic enrollment in available programs or provides financial assistance details when customers call i.e. through CSR or through customer portal platform log in, ensuring proactive support.
a	**No current configurations for this interface, yet Local, State and Federal agencies are working towards such programs. This may be achieved with minimum import requirements as defined in 12.7.		X					The Agency portal supports future integration with Local, State, and Federal agency programs with minimal import requirements as defined in 12.7. The proposed Agency portal enables secure data exchange, streamlining enrollment, compliance, and reporting.
19	Adjustments Transactions							
a	Able to submit Adjustment Transaction transfer payments between accounts, adjust transactions, restrict certain transaction adjustments, waivers, leak adjustment, etc.		X					The Billing module provide flexibility for split payments and accordingly +/- (plus/minus) billing adjustments are made to electronic invoice. The customer can view consolidated as well as detailed and segregated invoice for all linked accounts. The payment records are maintained for each service account in SmartCX Customer experience platform database. Our system is designed to seamlessly handle transaction adjustments and ensuring accuracy, security, and compliance with District specified guidelines. Our platform provides robust role-based access control, allowing the District to define and restrict user roles authorized to perform transaction adjustments and waivers, leak adjustment which ensures that only designated personnel have the capability to execute

								and authorize these critical actions. It enforces configurable restrictions to ensure compliance and maintain audit trails.
b	Able to review adjustment transactions by the appropriate next level before they are approved for update.		X					SEW Payment platform enables a multi-level approval workflow for adjustment transactions. Through SmartBX Admin portal under CSR module will receives the transactions request for validation and provide the final approval or rejection on transaction and same status will be displayed on CIS system.
20	Write Offs of Closed unpaid *Included in exhibit A.2 (Integrations)							

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a	Able to filter for aging and balance criteria for accounts to be reviewed for upcoming referral/write-off.		X					
b	Ability for the CIS to automatically identify if customer has other accounts where collections can be pursued for unpaid closing bills.		X					
c	Able to adjust unpaid bills and assign as write-off and recording the adjustment to the appropriate general ledgers.		X					The SEW payment platform will adjusts unpaid bills by identifying overdue balances eligible for write-off based on configured rules. And It processes the write-off, updates the appropriate General Ledger accounts, and records the adjustment for audit and reporting purposes
d	Able to generate an excel summary report that contains account specific and other Districts default information.		X					SEW Payment service can display payments made by District customers in the one -stop payment dashboard and all customer payments can be recorded in one portal. The payment dashboard displays payment received from all payment channels. For District business reporting requirements, SEW proposes its SmartBX admin portal through Customer AI/ Analytics module that provides visual dashboards, key KPIs across different customer interactions and customer engagement functions. Our solution possesses a built-in analytics engine with comprehensive reporting and dashboard capability where District staff can run multiple reports on defined pre-build parameters and also generate ad-hoc business reports. And the platform provides multiple options to download/export data to editable report formats such as Excel, CSV, HTML, PDF, and XML.
21	Write Offs of Closed unpaid - Able to reverse write-off adjustments and update the appropriate general ledgers.		X					
22	Credit Write-offs on closed Account - Able to identify.		X					
23	Bankruptcy Adjustments							
a	Able to adjust accumulated balances prior to Bankruptcy filing date.		X					
b	Able to track bankruptcy adjustments for subsequent review to ensure the amounts were discharged or dismissed by the count.		X					
24	Credit Refunds							

a	Able to adjust the appropriate general ledgers when a refund is issued for both opened and closed accounts. Able to generate the required credit letter and memos based on account selected.		X					
b	Able to write-off credits into the County general fund after "X" days.		X					

2.1 General Functional Requirements

2.1.13 Collections

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Late Fees - Able to assess late fee amount for unpaid bills.		X					
2	Interest Charge - Able to assess an interested charge on past due balances for a certain billed amount in a period based on aging criteria.		X					
3	Exemptions - Able to exempt from collections notices and/or disconnection for exemption reasons including, Bankruptcy, Medical, Pending Financial Assistance or other.		X					
4	Cash or Card Only Customers - Able to restrict customer from making check and/or card payments in person, over the phone or online.		X					
5	Dispute Holds - Able to remove or exempt from collections cycle certain balances while the remaining balance is not exempted from collection activity.		X					
6	Notices *See exhibit A.1.1. for sample image.							
a	Able to generate paper collection notices on unpaid billed amounts to be sent through mail services.		X					
b	Able to send email, text, and call notifications for unpaid balances from the CIS.		X					
c	Able to define the final due date for balance to be paid before disconnection is scheduled on the next working day.		X					
d	Able to send notice copies to other mailing address types, owner copies, resident copies, third party copies, with the flexibility to select which notice is sent to what address type.		X					
7	Notices, Removal and Add - Able to remove or add an account notice batch.		X					
8	Notice Balance Thresholds - Able to not send a notice or assess fees for balances under "X" amount.		X					
9	Notices for Various Account Types - Able to send notice various series the various account types. For example, series "A" for Commercial, notice series "B" Residential accounts, etc.		X					

10	Collection Status - Assign a collection status based on the age of the outstanding amount.		X					
11	Non-Payment Disconnection management							
a	Able to filter for unpaid bills and schedule disconnections that can be done by geographic area, system, or cycle.		X					
b	Able to prioritize collection orders based on dollar amounts owing and/or credit score.		X					
c	Able to prevent disconnection for various reasons including payment extension given, payment plant active, pending investigation, management level reviews, disputes, etc.		X					
12	No Sign-Up Disconnection management - Able to schedule accounts that did not sign up for service for disconnection.		X					
13	Write off collection agency *See exhibit A.1.1. for sample image.							
a	Able to write-off unpaid bills in the CIS and generate a report to be sent to collection agency.		X					
b	Able to reverse write-offs when paid and assign the collection agency percentage commission.		X					
14	Payment Extensions and Payment Arrangement Plans							
a	Able to manage one-time payment extensions and multiple payment arrangement plans to include flagging and scheduling for disconnection when unpaid.		X					
b	Able to display extension and next payment agreement information on subsequent bills and notices.		X					
c	Able to generate agreement letter to be signed by customer for payment arrangement plans.		X					
d	Able to send this agreement letter by email so that it's signed digitally and resubmitted back to the CIS.		X					
e	Able to adjust the payment due date and amounts after the initial schedule was established.		X					

2.1 General Functional Requirements

2.1.14 Service Order

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	Service Order Management							
a	Able to view all service orders and filters by any defined status including, but not limited to, completed, open and cancelled service orders.		X					
b	Able to generate various types of maintenance, service request and investigation service orders.		X					
c	Able to track when the service order was generated, dispatched, completed, or cancelled.		X					

d	Able to capture work notes, date completed, and associated subsequent service orders generated to complete the field work.		X					
e	Ability to assign and reassign the service order to an individual, work group, department, or location.		X					
2	Service Order Customer Appointments - Able to schedule a field investigation and visit.		X					
3	Special Handling - Able to display special handling note for the premise or customer when taking the order, for example, service on hold due to health department, life support system, dangerous customer, high pressure, etc.		X					
4	Time Spent and Expense Tracking - Able to track time going to job site, track vehicle uses charge, equipment and staff time incurred, using Districts load rates that are predefined or selected by the field technician.		X					Some of this data will come from integration with the CityWorks Maintenance Management System (MMS).
5	Field Devices and Connectivity – Field technicians should be able to access the mobile application installed on County devices that may range from iOS, Androids, or Windows devices with Wi-Fi and/or cellular data connectivity to communicate in near-real time with the CIS. When Connectivity is unavailable, all updates will be stored on the device until the device can reconnect to the system and sync with the CIS/MMS.		X					Our CIS integrates with the CityWorks Maintenance Management System (MMS).
6	Service Order Route Schedule							
a	Ability to route service orders by area, cycle, city, district, or to optimize drive time.		X					Route Scheduling is typically done in the CityWorks Maintenance Management System (MMS) which integrates with our CIS.
b	Able to prioritize certain service orders.		x					
c	Ability to re-route when urgent service order investigations are prioritized.		X					
7	CIS to Mobile Service Order *Included in exhibit A.2 (Integrations)							Our CIS integrates with the CityWorks Maintenance Management System (MMS).
a	Ability to send scheduled service orders to field technicians to be accessed by via the use of tablets or field devices used.		X					
b	Ability to cancel service orders from field technician's queue from the CIS.		X					
c	Ability to show service order status in the CIS, including, Pending, scheduled, in-route to property, estimated of arrival, etc.		X					
d	Ability to flag service orders as urgent.		x					
e	Ability for field technicians to provide estimated time of arrival for service orders, urgent or not.		X					
8	Display data - Account and Customer information on field technician's devices; customer name, address, meter and register details, meter location, Lat/Long to locate address, last reading and date, service order history.		X					
9	GIS Capability							
a	Able to accept latitude and longitude coordinates from the CIS.		X					

b	Able to provide the common GIS ask: Spatial Data Integration, Asset Management and Visualization, Geocoding and Address Matching, Network Analysis, Routing and Navigation, Work Order Assignments, Emergency Response Planning, Performance Analytics, Reporting and Visualization and Integration.		X					
10	Completing request - Field Technician should be able to enter the completed job notes and send closing service order information back to the CIS and office staff so they can follow up as needed. Able to take photos that are then updated/loaded to CIS.		X					
11	Generate new service orders - Field technician should be able to generate a new service order and complete request as well.		X					
12	Update of the CIS - Pressure Zones, GPS coordinates for property and for meter, meter exchanges, meter locations, add informational reading.		X					
13	Customer Messaging - Ability to automatically generate a customer contact (letter, email, call and/or text) for certain service orders that are completed.		X					
a	For example, leak investigations - Field operations identified No Leak, or Leak Located that must be fixed by customer. The customer may get a Leak Investigation summary: The leak was determined to be on your houseline and must be fixed by the property owner. Alternatively, leak was determined to be the responsibility of the Districts and is scheduled to be fixed tomorrow, mm/dd/yyyy.		X					
14	Customer Messaging - For Urgent or unscheduled outages the field technician should be able to select or enclose a polygon around a grouping of properties effected. The field technician should be able to send text, calls and/or emails to customers using pre-set canned messages. Also add a note to the CIS of the contact sent.		X					

2.1 General Functional Requirements

2.15 Backflows

	Functional Requirement Response Form Matrix		Solution to Requirement					
			Available	**Alternative**	**Customization**	**Enhancement**	**Not Available**	**Comments**
1	1.1. Backflow Management							
a	1.1.1. Able to select if a backflow is required and associate the backflow/s with the account where the device is installed.		X					
b	1.1.2. Able to manage backflow information including Backflow Tester portal in the CIS.		X					

2	1.2. Backflow Data - Able to capture backflow details; make, number, manufacturer, model, type, size, serial number, date installed, installer name, last and next test dates, hazard type, location, initial/final test results, tested by, Input valve 1 or 2 PSI, repair information, repair date, repaired by, failed reason, action required, repair made, some of these should be customizable with drop downs.		X					
3	1.3. Backflow Notifications *See exhibit A.1.1. for sample image.		X					
a	1.3.1. Able to send yearly test letter with test forms as they become due and able to reminder and delinquent notices for devices with past due test requirements. These should allow for bulk email functionality to send to multiple customers.		X					
b	1.3.2. Able to schedule for disconnection for non-complaint (not tested backflows) accounts.		X					
4	1.4. Backflow Reports							
a	1.4.1. Able to generate health department reports using the CIS data.			X				Jaspersoft, which is integrated with our CIS, will be used to develop any specialty reports.
b	1.4.2. Able to generate a status report that shows backflow's testing status of current, overdue, or upcoming test.			X				Jaspersoft, which is integrated with our CIS, will be used to develop any specialty reports.
5	1.5. Backflow Tester Portal							
a	1.5.1. Backflow Testers - Register and Access - Certified testers allowed to register to submit testing results. Use of a cross refence test list or providing access to screened/approved testers.		X					
b	1.5.2. Backflow Tester Forms - Allow Certified testers to download test forms with device and account data populated on it.		X					
c	1.5.3. Backflow Test Results - Allow entry of test results into portal that then updates the CIS.		X					
d	1.5.4. Test History and Updates - Able to display test history.		X					
e	1.5.5. Survey Feature – The Districts should have access to a survey feature that enables tracking, mapping, and inspection of backflow assemblies. This functionality supports annual reporting and ensures the proper management of backflow prevention measures.			X				Jaspersoft, which is integrated with our CIS, will be used to develop any specialty reports.

Bill in Blue Fields ONLY

Proposer Name:

3.1 General SAAS Requirements

	Requirement Response Form Matrix		How it will be Provided					
			Standard Tool Feature	Tool Customization	Tool Integration	Purchased Service	Other	Comments
1	The system shall be a fully managed solution hosted and supported by the Contractor (Vendor-Hosted).		X					
2	The Contractor shall provide to the Districts the Service Organization Control (SOC) 2 Type 2 Report by an objective third party, stating the application/environment has been tested for security, availability, processing integrity, confidentiality, and privacy of a system, on an annual basis no later than 30 days after they are received by the vendor. The report shall include the documented corrective action plan which addresses each audit finding or exception and identify in detail the remedial action to be taken along with the date(s) when each remedial action is to be implemented.		X					
3	The Contractor shall require annual cyber security awareness training for all personnel with access to IT resources (e.g., hardware, software, data).		X					
4	The Contractor shall procure and maintain for the duration of the contract Cyber Liability Insurance, with limits as required per the Agreement, Attachment 4, Indemnification and Insurance Provisions.		X					
5	The system shall retain personal information as long as necessary and ensure it is deleted when no longer needed.		X					
6	The system shall provide District customers a method for submission of a request to delete personal data.		X					
7	The Contractor or Service Provider shall wipe Districts data from all storage media after contract termination using National Institute Standards and Technology (NIST) Special Publication (SP) 800-88 titled Guidelines for Media Sanitation.		X					
8	All systems handling cardholder data must comply with the Payment Card Industry Data Security Standard (PCI-DSS).		X					

3.2 Access Requirements

	Requirement Response Form Matrix		How it will be Provided					
			Standard Tool Feature	Tool Customization	Tool Integration	Purchased Service	Other	Comments
1	The System shall use multi-factor authentication.		X					

2	The System shall support password complexity that meets the Districts Password Security or equivalent: A minimum of 8 characters with at least three of the four characteristics (Alphanumeric, Upper Case, Lower Case, Special Character). All default passwords in the system, hardware, and/or software shall be changed prior to deployment.		X					
3	Passwords should not be displayed in clear text (Password Masking).		X					
4	Password resets can only occur when the user has confirmed their identity through the recovery process using the established Multi-Factor Authentication.		X					
5	The System shall require users to enter current password along with the new password when changing passwords.		X					
6	The System shall lock the user's account after five (5) successive failed attempts within a 30-minute period.		X					
7	The System shall include comprehensive audit trail for all actions (e.g., login, maintenance, activity) performed in the environment and system.		X					
8	The System shall provide the ability to define role-based access with different security groups.		X					
9	The System shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., login failure, database error, application error).		X					
10	Access to Districts data shall be limited only to the Contractor or Service Provider's personnel to perform work necessary defined in the Scope of Work. Districts must be notified in writing of any third-party which the Contractor is required to share Districts data. The notification shall address what type of information/data is being shared and how the program participants can "opt-out".		X					
11	The Contractor shall require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data).		X					

3.3 Data, Backup and Recovery Requirements

	Requirement Response Form Matrix		How it will be Provided					
			Standard Tool Feature	**Tool Customization**	**Tool Integration**	**Purchased Service**	**Other**	**Comments**
1	The Contractor shall provide all raw data to the Districts when requested or at the end of the project/contract in a format mutually agreed upon.		X					
2	The System shall provide the ability to automatically export all system data.		X					
3	All system data center(s) and backup/replication locations shall reside in the Continental United States.		X					
4	The System shall perform backups with no adverse effect on performance.		X					
5	At minimum, System data shall be backed up daily.		X					
6	The System shall use AES-256 encryption or stronger for all data in storage.		X					
7	The System shall use AES-128 encryption or stronger for all data in transit.		X					
8	The System's backup media shall be encrypted.		X					

9	The Contractor shall have a clear way to address how data and system security are protected from disruption and loss in the event of disaster, emergency, and security breaches. System shall be monitored to ensure the effectiveness of security controls. Contractor shall promptly notify the Districts Project Manager and Departmental Security Officer within twenty-four (24) hours of when there is a suspected system breach.		x					
10	The Contractor shall have the ability to restore data or portions of data within 8 hours after request is made.		X					

3.4 Infrastructure and Hosting Environment Requirements

	Requirement Response Form Matrix		How it will be Provided					
			Standard Tool Feature	Tool Customization	Tool Integration	Purchased Service	Other	Comments
1	1.1 The System shall keep all components updated with current antivirus, operating system, and security patches. (e.g. endpoint, host, network, application).		X					
2	1.2 The hosted environments shall implement security best practices and monitoring including: Host Intrusion Prevention (HIPS) or Detection (HIDS) system, Network Intrusion Prevention (NIPS) or Detection (NIDS) system, Web Application Firewall (WAF), Security Event and Information Management (SIEM), etc.		X					
3	1.3 The hosted environment shall be comprised of software that has been fully tested, integrated and is accessible to Districts users.		X					
4	1.4 The System shall be contained by a perimeter firewall to protect the network from external attacks.		X					
5	1.5 The System shall have physical access controls in place to ensure appropriate access to IT resources in the hosted environment.		X					
6	1.6 The System shall have measures to prevent the upload of unauthorized files (e.g., executable files).		X					
7	1.7 The System shall undergo periodic web application vulnerability testing/scanning (e.g., source code, run time).		X					
8	1.8 The System shall not store sensitive data in cookies or URLs.		X					
9	1.9 All application logs shall not contain sensitive data.		X					
10	1.10 All Sensitive data shall be redacted or de-identified in reports, dashboards, exports, and web services (e.g., last four (4) SSN).		X					
11	1.11 The System shall have separate physical and logical environments (e.g., development, quality assurance, user acceptance testing, staging, production, training environments).		X					

3.5 Performance and Availability Requirements

	Requirement Response Form Matrix		How it will be Provided

3.0 SaaS Requirements

			Standard Tool Feature	Tool Customization	Tool Integration	Purchased Service	Other	Comments
1	The system environments shall operate on a 24x7x365 basis.		X					
2	System availability shall be ninety-nine percent (99.9%)		X					
3	The system shall have an average response time of one and one half (1.5) second, as measured from the Hosted Environments.		X					

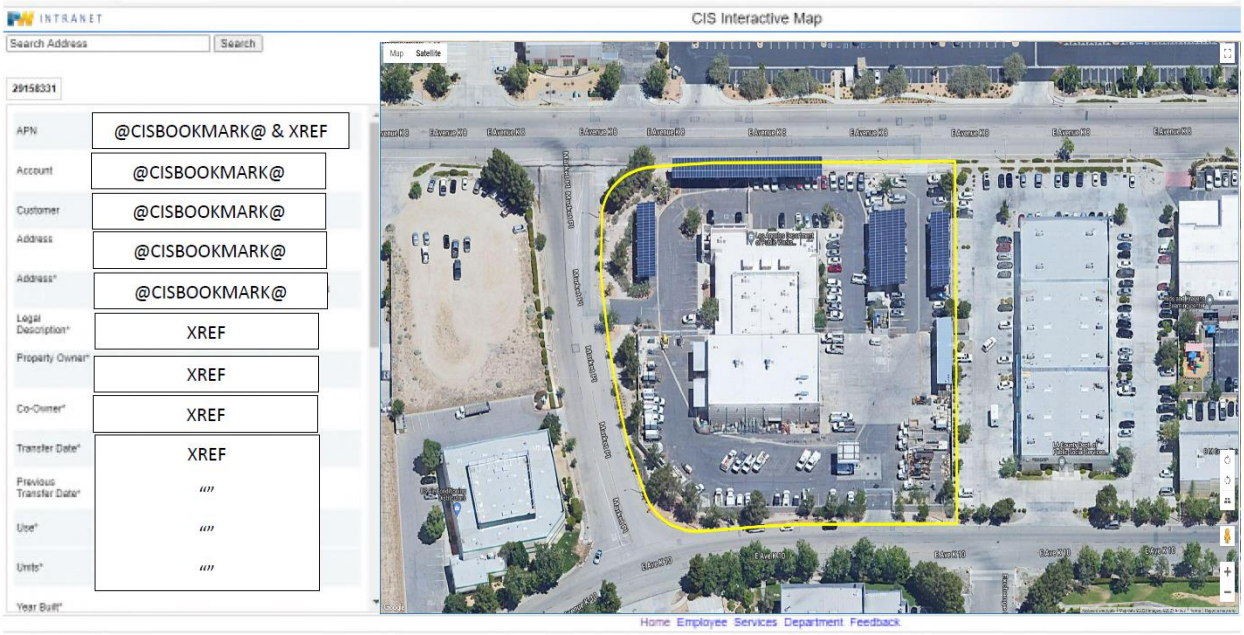
3.6 Compatibility and Integration Requirements

	Requirement Response Form Matrix		How it will be Provided					
			Standard Tool Feature	Tool Customization	Tool Integration	Purchased Service	Other	Comments
1	The system shall provide a secure web-based user interface accessible from any web browser (e.g., Edge, Chrome, Firefox, Safari, etc.) or from any device and shall not require plug-ins or additional installed software (e.g., Adobe Flash).		X					
2	The system shall provide a user interface that complies with recognized usability standards (e.g., the American Disabilities Act (http://www.ada.gov/), the Rehabilitation Act Section 508 (http://www.section508.gov/, etc.).		X					
3	All system data shall be available to the Districts via web services (e.g. REST Application Programming Interface (API)) and shall use secure authentication and encryption (128-bit or greater).		X					
4	All API integrations must utilize HTTPS with strong TLS (e.g., version 1.2 and above) configurations and incorporate unique, regularly rotated (e.g., two years or less) API keys for authentication.		X					
5	The system shall provide Single Sign On (SSO) capability for Districts users using the Districts's Enterprise Identity & Access Management Directory (based on Microsoft Azure Active Directory).		X					
6	The System shall transmit sensitive data using secure protocols, such as sftp, ssh, https, TLS 1.2 or above, etc., or tunneled through an authenticated encrypted connection (e.g., VPN).		X					
7	The system sending emails on behalf of Public Works (e.g., xxxxx@pw.lacounty.gov or xxxxx@dpw.lacounty.gov) or any subdomain shall be DMARC (Domain-based Message Authentication, Reporting & Conformance) compliant. This will require configuring SPF and DKIM to authenticate legitimate email messages.		X					

EXHIBIT A.2

CUSTOMER INFORMATION SYSTEM (CIS) AND RELATED SERVICES

SAMPLE DOCUMENTS



GIS link in CIS opens to arial image over lot and provides a summary account and property information that includes the use of a cross-reference file.

Functional Requirement Sample:

2.19. – Allow Assessor Parcel Number with GIS Link to Data

EXHIBIT A.2

From: mywam@donotreply.gov
To: Customer eMail
Subject: Building Water System Maintenance
Date: Wednesday, July 19, 2023 9:41:56 AM

Account Number:<CIS ACCOUNT #>
Service Address:<CIS SERVICE ADDRESS>

Ensure the safety of your building water system and devices after a prolonged shutdown

Dear Waterworks Districts Customer,

In response to the COVID-19 pandemic, Los Angeles County recommends businesses and property owners follow the United States Centers for Disease Control (CDC) Guidance for Building Water Systems. The guidance addresses an increased risk for growth and spread of bacteria and other harmful organisms in building water systems due to stagnant or standing water conditions.

To ensure the safety of building water systems after a prolonged shutdown, CDC recommends taking preventative measures prior to reopening buildings or facilities.

1. Develop a comprehensive water management program (WMP) for your water system and all devices that use water.
2. Ensure your water heater is properly maintained and the temperature is correctly set.
3. Flush hot and cold water through all points of use (e.g., showers, sink faucets).
4. Clean all decorative water features, such as fountains.
5. Ensure hot tubs/spas are safe for use.
6. Ensure cooling towers are clean and well-maintained.
7. Ensure safety equipment including fire sprinkler systems, eye wash stations, and safety showers are clean and well-maintained.
8. Maintain your water system.

For more information about CDC guidance, please visit:
https://www.cdc.gov/coronavirus/2019-ncov/php/building-water-system.html

Functional Requirement Sample:

7.1. – Customer Messaging and Notices – email example

EXHIBIT A.2

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 19, 2023

IN REPLY PLEASE
REFER TO FILE:

@ADDRESSLINE:ON,1@
@ADDRESSLINE:ON,3@
@ADDRESSLINE:ON,4@
@ADDRESSLINE:ON,5@

Dear Los Angeles Waterworks Customer,

LOS ANGELES COUNTY WATERWORKS DISTRICT
ACCOUNT NUMBER. Account Number - CUSTOMER NUMBER Customer Number
OUTSTANDING WATER BILL ON CLOSED ACCOUNT
REFERRAL TO COLLECTION AGENCY PENDING

This letter is in reference to an outstanding water bill in the amount of $**Account Balance** for the property located at **Service Address**.

Our records indicate you were the owner of the property during the time period of this outstanding bill. According to Districts' Rules and Regulations, the property owner is ultimately responsible for payment of the water bill. Please make arrangements to pay this outstanding amount within 15 days from the date of this letter. Your account and customer number must be included with your payment to ensure proper posting to your account. Payment can be sent by mail to one of the offices listed below or by calling 1-877-637-3661. If payment is not received by the date indicated your account will be transferred to the Collections Division of the Los Angeles County Treasurer-Tax Collector. If you have questions regarding this matter, please contact our office at the phone number shown below. Thank you for your cooperation in this matter.

Very truly yours,

MARK PESTRELLA
Director of Public Works

RUSS BRYDEN
Acting Assistant Deputy Director
Waterworks Division

260 East Avenue K8, Lancaster, CA 93535 1-877-637-3661 23533 West Civic Center Way, Malibu, CA 90265

Functional Requirement Sample:

7.5.2. – Letter Management

EXHIBIT A.2

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
1-877-637-3661
www.lacwaterworks.org
Additional contact information on Page 2 of bill

Bill Date:	5/10/2023
Bill #	**6######**
Due Date	**6/5/2023**
Total Due	**$1,772.30**

Bill will become delinquent and a late fee may be assessed if payment is not received by the Due Date.

IMPORTANT WATER QUALITY NOTICE

Visit **HTTP://DPW.LACOUNTY.GOV/GO/CCR** after July 1, 2023 to view your 2022 Consumer Confidence Report and learn more about your drinking water. Visit your nearest Waterworks office or call Hatem Ben Miled (626)300-4679 for a copy.

Este reporte contiene información sobre la calidad de su agua potable durante el año civil 2022. Si usted no comprende esta información, por favor pida a alguien que se la traduzca o comuníquese con Lisset Cardenas al teléfono (626) 300-3384.

Account # ########	**Customer # #######**
COMPANY LLC 123 W AVENUE	

Irrigation IA2

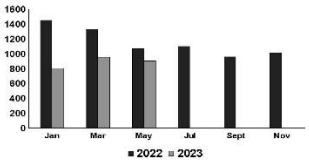
Meter #	Meter Size	B.U.	Service Period			Meter Reading		Usage (HCF)
			From	To	Days	Previous	Current	
6######	2"	5	3/8/23	5/9/23	62	24758	25661	903

YOUR ACCOUNT SUMMARY

Prior Bill Amount				$1,860.62
Payment - Thank You				$1,860.62CR
***PAST DUE BALANCE (subtotal)**				$0.00
NEW CHARGES				
Normal Rate Period (03/08/2023 - 05/09/2023)				
Service Charge				$289.60
Service Charge Allowance	50.00000	UNITS @	$0.0000	$0.00
Consumption - Tier 1	853.00000	UNITS @	$1.6260	$1,386.98
Quantity Facilities Construction Surcharge	903.00000	UNITS @	$0.1060	$95.72
CURRENT CHARGES (subtotal)				$1,772.30
TOTAL AMOUNT DUE				$1,772.30

Compare Your Usage

Period	Days	Units (HCF)	Daily Use (HCF)
Current	62	903	14.56
Last Year	61	1066	17.48



***Accounts with a PAST DUE BALANCE may be subject to shut-off at anytime.**

Detach Here

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
Pay online at **www.lacwaterworks.org**

Bill #	Due Date	Total Due
6######	6/5/2023	$1,772.30
Account # ########	**Customer # #######**	
PARKWOOD APTS REI LLC 123 W AVENUE		

Make Checks Payable to: "LA County Waterworks"

COMPANY LLC
C/O CUSTOMER NAME
P.O. BOX 1234
BEVERLY HILLS CA 90000

LOS ANGELES COUNTY
WATERWORKS DISTRICTS
PO BOX 512150
LOS ANGELES, CA 90051-0150

654000000626300000004004500001772300000000000000

Functional Requirement Sample:

11.2 – Meter Billing Unit (BU)

(In this case, the 5 BU increased the Service Charge Allowance and Service charge x5)

CUSTOMER SERVICE CONTACT INFORMATION

Customer Service	**1-877-637-3661**
Pay by phone 24-Hour Service (English/Español)	**1-877-637-3661**
Visit us online	**www.lacwaterworks.org**
Emergency Services	**1-800-675-HELP (4357)**

OFFICE HOURS AND LOCATIONS

Lancaster office hours Monday - Friday 8am - 5pm	260 E. Avenue K8, Lancaster, CA 93535
Malibu office hours Monday - Thursday 8am - 5:30pm, Closed Friday	23533 W. Civic Center Way, Malibu, CA 90265
Alhambra Cashier office hours Monday - Thursday 7am - 5:30pm, Closed Friday	900 S. Fremont Avenue, Alhambra, CA 91803
Alhambra Administration office hours Monday - Thursday 7am - 5:30pm, Closed Friday*	1000 S. Fremont Avenue, Alhambra, CA 91803

*No Payments Accepted.

PAYMENT OPTIONS

You can receive, view, and pay your bill online at **www.lacwaterworks.org** or pay by phone at **1-877-637-3661**. You may also pay your bill by mail or in person at one of our offices. A drop box is available at your local office for payments made after regular business hours. A Payment Kiosk is available at our Lancaster location and accepts check or credit card payments. Payments can be made by cash, personal check, money order, or credit card. Third party checks are not accepted.

If you use **Home banking** to pay your bill, please update your water bill account number to reflect the full 15 digits: Please enter your account number (8 digits) followed by the customer number (7 digits) without spaces. For example, account number 12345678 and customer number 1234567 would be input as: 123456781234567.

EXPLANATION OF BILL

Bills are issued every two months. Water is measured in units of 100 cubic feet (1 unit = 100 cu ft = 748 gallons). The Service Charge is determined by the number of billing units which is based on the meter size. This charge includes 500 cubic feet of water per billing unit per month. The billing units are shown on the front of the bill. Water used over the Service Charge usage is billed at the quantity rate. Some Districts have 'Other Charges' which are used for various projects such as upgrading existing water systems, replacement of mains, storage reservoirs, and other appurtenances to improve service. In certain Districts funds are used for emergency facility repairs, tank recoating and well construction.

The current charges on this bill are due upon presentation. We allow a 25 day grace period from the bill date before it becomes delinquent. The delinquent date is shown on the front of the bill. If payment in full is not received by this date a Shut Off Notice or Closing Bill Final Notice will be sent and a $10 late fee may be assessed to your account.

NOTICE TO CUSTOMERS WITH PAST DUE PRIOR BALANCE ON WATER BILLS

Any prior balance shown on this bill is past due. **Accounts with a past due balance are subject to disconnection at any time.**

A Shut Off Notice is sent to provide warning that service will be terminated if payment is not received. Payment must be received and processed prior to the scheduled shut off date to avoid disconnection. Once the account is scheduled for shut off a service termination processing fee must be paid . Payments received the day of the scheduled shut off are not exempt from the fee. The amount of the fee is $41 if payment is received before 3:00 pm on a regular business day and $82 if the payment is received after 3:00 pm on a regular business day for same day restoration. Water service personnel are not allowed to accept payments in the field.

CLOSED ACCOUNT CREDIT REFUND

Refund of a credit balance on a closed account will be made by the District upon written request from the customer received no later than sixty (60) days after a notice is sent to the customer. Refund requests should be mailed to: Los Angeles County Waterworks Districts, 260 East Avenue K 8, Lancaster, CA 93535. Your written request should include account/customer number, mailing address, telephone number, and account holder's signature.

ELECTRONIC CHECK PROCESSING

When you provide a check as payment, you authorize the County of Los Angeles to either use information from your check to make a one -time electronic fund transfer from your bank account or to process the payment as a check transaction. If we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However, the transaction will appear on your bank statement.

DISPUTED BILLS

If you think your bill is incorrect, call us and speak with a customer service representative. If you are not satisfied you may request to speak with a billing supervisor or submit a Water Bill Appeal form at www.lacwaterworks.org .

Functional Requirement Sample:

11.2. Back of Bill Information

EXHIBIT A.2

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
1-877-637-3661
www.lacwaterworks.org
Additional contact information on Page 2 of bill

Bill Date:	6/6/2023
Bill #	**6######**
Due Date	**7/3/2023**
Total Due	**$4,825.33**

Bill will become delinquent and a late fee may be assessed if payment is not received by the Due Date.

For an update regarding the outdoor water use restrictions and conservation efforts, please visit LACWaterworks.org

IMPORTANT WATER QUALITY NOTICE

Visit **HTTP://DPW.LACOUNTY.GOV/GO/CCR** after July 1, 2023 to view your 2022 Consumer Confidence Report and learn more about your drinking water. Visit your nearest Waterworks office or call Hatem Ben Miled (626)300-4679 for a copy.

Este reporte contiene información sobre la calidad de su agua potable durante el año civil 2022. Si usted no comprende esta información, por favor pida a alguien que se la traduzca o comuníquese con Lisset Cardenas al teléfono (626) 300-3384.

Account # ########	**Customer # #######**
LA CO DEPT OF 123 W MINDANAO WAY	

Irrigation I17

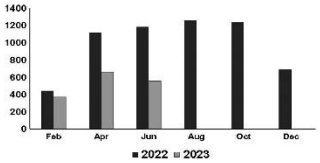
Meter #	Meter Size	WDF	Service Period From	Service Period To	Service Period Days	Meter Reading Previous	Meter Reading Current	Usage (HCF)
7#######	2", 6"	127	4/5/23	6/5/23	61			
	High					9337	9627	290
	Low					30665	30927	262

YOUR ACCOUNT SUMMARY

Prior Bill Amount				$5,485.18
Payment - Thank You				$5,485.18CR
***PAST DUE BALANCE (subtotal)**				$0.00
NEW CHARGES				
Normal Rate Period (04/05/2023 - 06/05/2023)				
Service Charge				$1,389.13
Service Charge Allowance				$0.00
Consumption - Tier 1	552.00000	UNITS @	$4.0250	$2,221.80
Marina Del Rey ACO	552.00000	UNITS @	$2.2000	$1,214.40
CURRENT CHARGES (subtotal)				$4,825.33
TOTAL AMOUNT DUE				$4,825.33

Compare Your Usage

Period	Days	Units (HCF)	Daily Use (HCF)
Current	61	552	9.05
Last Year	61	1182	19.38



***Accounts with a PAST DUE BALANCE may be subject to shut-off at anytime.**

Detach Here

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
Pay online at **www.lacwaterworks.org**

Bill #	**Due Date**	**Total Due**
6######	**7/3/2023**	**$4,825.33**
Account # ########	**Customer # #######**	
LA CO DEPT OF 123 W MINDANAO WAY		

Make Checks Payable to: "LA County Waterworks"

LA CO DEPT OF
123 MINDANAO WAY
MARINA DEL REY CA 90000

LOS ANGELES COUNTY
WATERWORKS DISTRICTS
PO BOX 512150
LOS ANGELES, CA 90051-0150

658000000629837300802161140000000000040000009177

Functional Requirement Sample:

11.26 and 11.27. – Water Demand Factor (WDF) is 127 for this account. Rate x WDF = Service Charge

EXHIBIT A.2

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
1-877-637-3661
www.lacwaterworks.org
Additional contact information on Page 2 of bill

Bill Date:	6/29/2016
Bill #	**3######**
Due Date	**7/27/2016**
Total Due	**$-33.43**

Bill will become delinquent and a late fee may be assessed if payment is not received by the Due Date.

Account # ########	**Customer # #######**
CUSTOMER NAME 123 W TEASDALE ST	

Water WB1

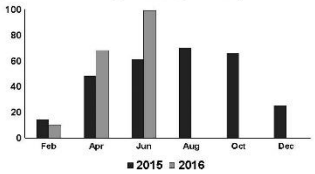
Meter #	Meter Size	B.U.	Service Period			Meter Reading		Usage (HCF)
			From	To	Days	Previous	Current	
4######	3/4"x1"	1	4/26/16	6/28/16	63	9838	9937	99

YOUR ACCOUNT SUMMARY

Prior Bill Amount				$41.97CR
Payment - Thank You				$200.00CR
***PAST DUE BALANCE (subtotal)**				$241.97CR
NEW CHARGES				
Conservation Period (04/26/2016 - 06/01/2016)				
Service Charge				$23.67
Service Charge Allowance	5.71429	UNITS @	$0.0000	$0.00
Normal Quantity Charge	50.85715	UNITS @	$1.3170	$66.98
Conservation Surcharge 1	3.71623	UNITS @	$0.6585	$2.45
Conservation Surcharge 2	28.08033	UNITS @	$1.3170	$36.98
Quantity Facilities Construction Surcharge	56.57143	UNITS @	$0.1060	$6.00
Summer Period (06/01/2016 - 06/28/2016)				
Service Charge				$17.75
Service Charge Allowance	4.28571	UNITS @	$0.0000	$0.00
Consumption - Tier 1	12.85714	UNITS @	$1.1850	$15.24
Consumption - Tier 2	25.28571	UNITS @	$1.3830	$34.97
Quantity Facilities Construction Surcharge	42.42857	UNITS @	$0.1060	$4.50
CURRENT CHARGES (subtotal)				$208.54
TOTAL AMOUNT DUE				$33.43CR

Compare Your Usage

Period	Days	Units (HCF)	Daily Use (HCF)
Current	63	99	1.57
Last Year	64	61	0.95



***Accounts with a PAST DUE BALANCE may be subject to shut-off at anytime.**

Detach Here

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
Pay online at **www.lacwaterworks.org**

Bill #	**Due Date**	**Total Due**
#######	**7/27/2016**	**$-33.43**
Account # ########	**Customer # #######**	
CUSTOMER NAME 123 W TEASDALE ST		

Make Checks Payable to: "LA County Waterworks"

CUSTOMER NAME
123 W TEASDALE ST
LANCASTER CA 93536

LOS ANGELES COUNTY
WATERWORKS DISTRICTS
PO BOX 512150
LOS ANGELES, CA 90051-0150

6540000003000000000412054900003343000000000011

Functional Requirement Sample:

11.29. – Conservation Rate Structure, continues…

EXHIBIT A.2

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
1-877-637-3661
www.lacwaterworks.org
Additional contact information on Page 2 of bill

Bill Date:	1/8/2016
Bill #	**3######**
Due Date	**2/2/2016**
Total Due	**$22,422.57**

Bill will become delinquent and a late fee may be assessed if payment is not received by the Due Date.

Account # ########	**Customer # #######**
COMPANY LLC 123 W CALICUT ROAD	

Water W09

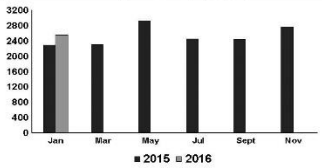
Meter #	Meter Size	B.U.	Service Period From	Service Period To	Service Period Days	Meter Reading Previous	Meter Reading Current	Usage (HCF)
9#######	3/4",4",8"	53	11/4/15	1/6/16	63			
	High					417	417	0
	Medium					230262	232128	1866
	Low					6352	7031	679

YOUR ACCOUNT SUMMARY

Prior Bill Amount				$21,670.88
Payment - Thank You				$21,670.88CR
***PAST DUE BALANCE (subtotal)**				$0.00
NEW CHARGES				
Conservation Period (11/04/2015 - 12/31/2015)				
Service Charge				$3,170.12
Service Charge Allowance	487.93651	UNITS @	$0.0000	$0.00
Normal Quantity Charge	1,855.07936	UNITS @	$6.7450	$12,512.52
Conservation Surcharge 1	266.35602	UNITS @	$3.3725	$898.29
Conservation Surcharge 2	300.95304	UNITS @	$6.7450	$2,029.93
Service Facilities Construction Surcharge				$204.25
Quantity Facilities Construction Surcharge	1,855.07936	UNITS @	$0.8320	$1,543.43
Conservation Period (01/01/2016 - 01/06/2016)				
Service Charge				$295.26
Service Charge Allowance	42.06349	UNITS @	$0.0000	$0.00
Normal Quantity Charge	159.92064	UNITS @	$7.2870	$1,165.34
Conservation Surcharge 1	19.77436	UNITS @	$3.6435	$72.05
Conservation Surcharge 2	50.38071	UNITS @	$7.2870	$367.12
Service Facilities Construction Surcharge				$19.21
Quantity Facilities Construction Surcharge	159.92064	UNITS @	$0.9070	$145.05
CURRENT CHARGES (subtotal)				$22,422.57
TOTAL AMOUNT DUE				$22,422.57

Compare Your Usage

Period	Days	Units (HCF)	Daily Use (HCF)
Current	63	2545	40.40
Last Year	63	2283	36.24



***Accounts with a PAST DUE BALANCE may be subject to shut-off at anytime.**

Detach Here

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
Pay online at **www.lacwaterworks.org**

Bill #	**Due Date**	**Total Due**
3######	**2/2/2016**	**$22,422.57**
Account # ########	**Customer # #######**	
COMPANY LLC 123 W CALICUT ROAD		

Make Checks Payable to: "LA County Waterworks"

COMPANY LLC
PROP MGT #123
123 WOODMAN AVE STE ###
SHERMAN OAKS CA 91423-2401

LOS ANGELES COUNTY
WATERWORKS DISTRICTS
PO BOX 512150
LOS ANGELES, CA 90051-0150

652900000301256400200000000000070000005700

Functional Requirement Sample:

11.29. – Continued, Conservation Rate Structure, continues…

EXHIBIT A.2

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
1-877-637-3661
www.lacwaterworks.org
Additional contact information on Page 2 of bill

Bill Date:	6/15/2015
Bill #	**2######**
Due Date	**7/10/2015**
Total Due	**$138.31**

Bill will become delinquent and a late fee may be assessed if payment is not received by the Due Date.

Account # ########	**Customer # #######**
CUSTOMER NAME 123 S CASTLEROCK ROAD	

Water W05

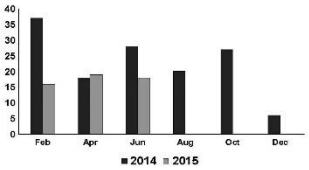
Meter #	Meter Size	B.U.	Service Period			Meter Reading		Usage (HCF)
			From	To	Days	Previous	Current	
4#######	1"	2	4/8/15	6/11/15	64	2140	2158	18

YOUR ACCOUNT SUMMARY

Prior Bill Amount				$138.31
Payment - Thank You				$138.31CR
***PAST DUE BALANCE (subtotal)**				$0.00
NEW CHARGES				
Winter Period (04/08/2015 - 05/31/2015TEST)				
Service Charge				$107.61
Service Charge Allowance	14.90625	UNITS @	$0.0000	$0.00
Summer Period (05/31/2015 - 06/08/2015)				
Service Charge				$16.24
Service Charge Allowance	2.25000	UNITS @	$0.0000	$0.00
Conservation Period (06/08/2015 - 06/11/2015)				
Service Charge				$6.09
Service Charge Allowance	0.84375	UNITS @	$0.0000	$0.00
Service Facilities Construction Surcharge				$8.37
CURRENT CHARGES (subtotal)				$138.31
TOTAL AMOUNT DUE				$138.31

Compare Your Usage

Period	Days	Units (HCF)	Daily Use (HCF)
Current	64	18	0.28
Last Year	61	28	0.46



***Accounts with a PAST DUE BALANCE may be subject to shut-off at anytime.**

Detach Here

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS
Pay online at **www.lacwaterworks.org**

Bill #	Due Date	Total Due
2######	**7/10/2015**	**$138.31**

Account # ########	**Customer # #######**
CUSTOMER NAME 123 S CASTLEROCK ROAD	

Make Checks Payable to: "LA County Waterworks"

CUSTOMER NAME
123 S CASTLEROCK ROAD
MALIBU CA 90265

LOS ANGELES COUNTY
WATERWORKS DISTRICTS
PO BOX 512150
LOS ANGELES, CA 90051-0150

652900000270000090029140913000130000000130000033

Functional Requirement Sample:

11.29. – Continued, Conservation Rate Structure

From: DPW-MyWAM <MyWAM@dpw.lacounty.gov>
Sent: Tuesday, June 13, 2023 4:24 PM
To: @CISBOOKMARK@
Subject: LA County Waterworks payment

Los Angeles County Waterworks Customer:

Your recent payment of $@CISBOOKMARK@ by electronic check on @date@ was unsuccessful. The Return Code given for this payment was R02. The checking account number you entered to pay your water bill could not be matched to your checking account and prevented your payment from being validated. Please contact your bank to verify the required bank routing and checking account numbers for electronic payments.

A $33 processing fee has been charged to your water account for this unsuccessful payment. Your water bill is still due and may be subject to a late fee or disconnection if a valid CASH, MONEY ORDER, OR CREDIT CARD payment is not received.

If you need further assistance, please contact a customer service representative at 1-877-637-3661.

Thank you,
Los Angeles County Waterworks Districts

Functional Requirement Sample:

12.13. – Returned Checks and Disputes – email notification provided

EXHIBIT A.2

LOS ANGELES COUNTY PUBLIC WORKS
WATERWORKS DIVISION
(877) 637-3661
www.lacwaterworks.org

Bill #	Due Date	Total Due
6######	4/17/2023	$193.34
Account # 2#######	**Customer # 0######**	
RESIDENT #### S MAIN AVE		

TOTAL AMOUNT DUE.....$193.34

SHUT OFF NOTICE
PLEASE DO NOT DISREGARD THIS NOTICE

Your water service is scheduled for disconnection if payment is not received by
6/16/2023

If you have already made your payment, please contact our office immediately.
If you feel this notice was issued in error, would like a to appeal the bill, or would like to discuss an alternative payment schedule, payment plan, please contact Customer Service at (877) 637-3661. If water service is not currently in the resident's name, they may be eligible to establish service in their name.

If your payment is not received before the scheduled disconnection date, the full amount due on the account and a processing charge ($41 or $82 after 3pm) must be paid. Payment received the day of the scheduled disconnection does not exempt the account from the service termination processing fee.

If you are receiving services from the Department of Public Social Services (DPSS), please call us at (877)637-3661, we may have options to prevent disconnection

The California **Low Income Household Water Assistance Program** (LIHWAP) offers assistance to residents that are experiencing challenges with unpaid/past due water utility bills. To apply for the LIHWAP through the Maravilla Foundation, please visit http://www.maravilla.org/Services/Utility-Assistance or call (323) 721-4162.

Malibu Field Office - 23533 Civic Center Way, Malibu, CA 90265
Lancaster Field Office - 260 E. Avenue K-8, Lancaster, CA 93535
Monday through Friday from 8 a.m. to 4:30 p.m., excluding holidays

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RESIDENT
S MAIN AVE
CITY ST ZIP

LOS ANGELES COUNTY
PUBLIC WORKS
WATERWORKS DISTRICTS

Functional Requirement Sample:

13.6. – Notices, Continues…

LOS ANGELES COUNTY PUBLIC WORKS
WATERWORKS DIVISION
(877) 637-3661
www.lacwaterworks.org

Your water service will be scheduled for disconnection if payment of the past due balance is not received by the deadline date listed. If you feel this notice has been issued in error, would like to appeal the bill, or would like to discuss an alternative payment schedule, please contact Customer Service at (877) 637-3661. If water service is not currently in the resident's name, they may be eligible to establish service in their name. For a copy of our Discontinuation of Residential Service for Nonpayment Policy, please visit our website at www.lacwaterworks.org or call Customer Service at (877) 637-3661.

Su servicio de agua será programado para su desconexión si no se recibe el pago del saldo vencido antes de la fecha limite mencionada. Si considera que se emitió esta notificación por error, desea apelar la factura o arreglar un calendario de pago alternativo, contacte a Atención al Cliente al (877) 637-3661. Si en la actualidad el servicio de agua no se encuentra a nombre del residente, el mismo podrá ser eligible para establecer el servicio a su nombre. Para obtener una copia de nuestra Suspensión de servicio residencial por la política de incumplimiento de pago, visite nuestro sitio web en www.lacwaterworks.org o comuníquese con Atención al Cliente al (877) 637-3661.

如果在列出的截止日期之前未收到逾期未付的款项，您的供水服务将计划中止。如果您觉得此通知下达有误，希望对水费账单提出上诉，或想要讨论其他可行的缴款时间表，请致电客服：(877) 637-3661。如果供水服务目前不在居民名下，他们可能有资格以他们的名义开设此服务。有关我们的“因拒付而中止居民服务政策” 副本文档，请访问我们的网站：http://www.lacwaterworks.org 或致电客服 (877) 637-3661了解更多信息。

Itatakdang putulin ang iyong serbisyo sa tubig kung hindi matatanggap sa itinalang petsa ng pagbabayad ang bayad sa nakaraang balanse. Kung sa pakiramdam mo ay may pagkakamali sa paglalabas ng abisong ito, nais mong iapela ang bayarin, o nais mong humiling ng alternatibong iskedyul ng pagbabayad, mangyaring makipag-ugnayan sa Serbisyong Pangkustomer sa (877) 637-3661. Kung kasalukuyang hindi nakapangalan sa residente ang serbisyo sa tubig, maaari sila maging kuwalipikado na ipangalan sa kanila ang serbisyo. Para makakuha ng isang kopya ng aming Patakaran sa Pagputol ng Serbisyong Residensiyal Dahil sa Hindi Pagbabayad, mangyaring bisitahin ang aming website sa www.lacwaterworks.org o tumawag sa Serbisyong Pangkustomer sa (877) 637-3661.

Chúng tôi sẽ lên lịch cắt dịch vụ nước của quý vị nếu thanh toán của số dư do quá hạn không được nhận vào ngày hạn chót kể trên. Nếu quý vị cảm thấy thông báo này có sơ sót khi ban hành, muốn kháng nghị lại hóa đơn hoặc muốn thảo luận về một lịch thanh toán thay thế, xin vui lòng liên lạc với Dịch vụ Khách hàng theo số (877) 637-3661. Nếu dịch vụ nước hiện không đứng tên người trong hộ gia đình, khách hàng có thể đủ điều kiện để thiết lập dịch vụ dưới tên của mình. Nếu muốn có một bản sao của Chính sách ngưng Dịch vụ nước Dân sinh do Không thanh toán, xin vui lòng truy cập vào trang web của chúng tôi tại www.lacwaterworks.org hoặc gọi Dịch vụ khách hàng tại (877) 637-3661

상기에 기재된 납부기한까지 총 미납금이 지급되지 않은 경우, 수도 공급이 차단될 예정입니다. 본 고지서가 잘못 발행되었다고 생각하여 본 고지서에 이의를 제기하고 싶으시거나, 대체 납부 조정을 요청하고 싶으시면, 고객 서비스 센터 (877) 637-3661로 문의하십시오. 본 고지서가 현 거주자의 이름으로 발행되지 않았다면, 거주자의 이름으로 변경하실 수 있습니다. 요금 미납으로 인한 주택용 수도 서비스 공급 중단 정책(Discontinuation of Residential Service for Nonpayment Policy) 사본을 원하시면 당사 웹사이트www.lacwaterworks.org 를 방문하거나 고객 서비스 센터 (877) 637-3661로 전화하십시오.

Functional Requirement Sample:

13.6. – Continued, Notices, Continues…

EXHIBIT A.2

LOS ANGELES COUNTY PUBLIC WORKS
WATERWORKS DIVISION
(877) 637-3661
www.lacwaterworks.org

Bill #	Due Date	Total Due
6######	4/17/2023	$193.34
Account # ########	**Customer #** #######	
FAMILY TRUST 123 S PASEO CANYON DR		

Bill Amount.....	$183.34
Late Charge.....	$10.00
TOTAL AMOUNT DUE.....	$193.34

PAST DUE NOTICE

Your water service account payment is past due. The account has been assessed a late fee.
To avoid discontinuation of water service the past due balance must be paid.

If you are receiving services from the Department of Public Social Services (DPSS), please call us at (877) 637-3661, we may have options to prevent disconnection.

The California **Low Income Household Water Assistance Program** (LIHWAP) offers assistance to residents that are experiencing challenges with unpaid/past due water utility bills. To apply for the LIHWAP through the Maravilla Foundation, please visit http://www.maravilla.org/Services/Utility-Assistance or call (323) 721-4162.

Additionally, Los Angeles County Waterworks Districts offers payment plans to allow customers additional time to pay their past due balances and avoid disruption of service. Please call (877) 637-3661 to speak with our customer service team who are here to assist you.

Malibu Field Office - 23533 Civic Center Way, Malibu, CA 90265
Lancaster Field Office - 260 E. Avenue K-8, Lancaster, CA 93535

Monday through Friday from 8 a.m. to 4:30 p.m., excluding holidays

Keep this portion for your records
Detach and Return this portion with your payment

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS
WATERWORKS DISTRICTS
Pay online at www.lacwaterworks.org

Bill #	Due Date	Total Due
6######	4/17/2023	$193.34
Account # ########	**Customer #** #######	
FAMILY TRUST 123 S PASEO CANYON DR		

Make Checks Payable to: "LA County Waterworks"

FAMILY TRUST
123 S PASEO CANYON DR
MALIBU CA 90265

LOS ANGELES COUNTY
WATERWORKS DISTRICTS
PO BOX 512150
LOS ANGELES CA 90051-0150

652900000620197000200000000100000400010000008322

Functional Requirement Sample:

13.6. – Continued, Notices, Continues…

EXHIBIT A.2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	Business Class	Account type	Location	Reference1	CoResponsible	IsPrimaryonaccount	Type	Company Name	Last Name	First Name	Middle Name	Name Suffix	Employer	Address Type	Address Status
2	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
3	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
4	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
5	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
6	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
7	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
8	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
9	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
10	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
11	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
12	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
13	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
14	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
15	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
16	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
17	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
18	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
19	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
20	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
21	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
22	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
23	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
24	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
25	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
26	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	N	Y	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
27	Public Works	Water Bill	Water Wrks Div	WW<Account#Customer#>	Y	N	I		<CIS DATA>	<CIS DATA>	<CIS DATA>			MAILING	UNKNOWN
28															
29	DEFAULT	DEFAULT	DEFAULT	DEFAULT			DEFAULT							DEFAULT	DEFAULT
30	*Write-off Collections Report*								*Write-off Collections Report Continued*						

	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
1	pe Address Status	Address1	Address2	City	State	Zip Code	Driver's License Number	SSN	Phone Type	Phone Number	Birthdate	Last PayDate	Patient Name	Claim Number	Service Date	Client DOB
2	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		HOME	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
3	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		HOME	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
4	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		CELL	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
5	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		CELL	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
6	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		CELL	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
7	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		CELL	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
8	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		HOME	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
9	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		HOME	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
10	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		CELL	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
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21	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		CELL	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
22	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		HOME	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
23	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		HOME	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
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27	UNKNOWN	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>	<CIS DATA>		CELL	<CIS DATA>	<CIS DATA>	<CIS DATA>			<CIS DATA>	
28																
29	DEFAULT															
30					*Write-off Collections Report Continued*									*Write-off Collections Report Continued*		

	AD	AE	AF	AG	AH	AI	AJ
1	Client DOB	Last Update Date	Charge Description	Description	LineItem Code	LineItem Incurred Date	LineItem Amount
2		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/10/2020	$121.19
3		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/10/2020	$121.19
4		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/14/2020	$174.05
5		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/14/2020	$174.05
6		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/25/2020	$136.61
7		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/25/2020	$136.61
8		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/11/2020	$75.94
9		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/11/2020	$75.94
10		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/7/2020	$128.83
11		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/7/2020	$128.83
12		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/6/2020	$81.76
13		<CIS DATA>	LA COUNTY DPW WATER BILL	<CustomerType> Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/6/2020	$81.76
14		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/4/2020	$369.94
15		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/4/2020	$369.94
16		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/21/2020	$62.63
17		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/21/2020	$62.63
18		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/18/2020	$83.58
19		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/18/2020	$83.58
20		<CIS DATA>	LA COUNTY DPW WATER BILL	Owner Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/18/2020	$51.17
21		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	2/18/2020	$51.17
22		<CIS DATA>	LA COUNTY DPW WATER BILL	Owner Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/14/2020	$107.91
23		<CIS DATA>	LA COUNTY DPW WATER BILL	Owner Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/14/2020	$107.91
24		<CIS DATA>	LA COUNTY DPW WATER BILL	Owner Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/28/2020	$353.67
25		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/28/2020	$353.67
26		<CIS DATA>	LA COUNTY DPW WATER BILL	Agent Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/6/2020	$134.00
27		<CIS DATA>	LA COUNTY DPW WATER BILL	Tenant Account - Service Address: <Service Address> - Service Period <ClosingBillPeriod>	ASSIGNED AMOUNT	1/6/2020	$134.00
28							
29			DEFAULT		DEFAULT		
30	*tinued*			*Write-off Collections Report Continued*		*Write-off Collections Report Continued*	

Functional Requirement Sample:

13.13. – Write Off Collection Agency Report

EXHIBIT A.2

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: WW-1
ACCOUNT NO. @bookmark@
DEVICE NO. @bookmark@

June 13, 2023

@CustomerNameBookmark@
@AddressLine1Bookmark@
@AddressNumberStNameBookmark@
@CitySTZipBookmark@

Dear Customer:

IMPORTANT NOTICE TO TEST BACKFLOW PREVENTION ASSEMBLY

The backflow prevention assembly described on the reverse side of this notice is due for its periodic test as required by the State of California Administrative Code, Title 17. Please have this assembly tested by a County of Los Angeles-certified backflow prevention tester; please visit: **http://www.publichealth.lacounty.gov/eh/safety/cross-connection-backflow-prevention-devices.htm**

If the assembly fails the test, please have it repaired and retested. Upon completion of a satisfactory test, the certified tester must complete the Field Test and Maintenance Report Form on the reverse side of this notice. The completed original form must be returned to this office no later than **@bookmark@**. Completed test forms may also be e-mailed to backflow@dpw.lacounty.gov, which is preferable if possible.

If you have any questions, please email backflow@dpw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works

<Name>
Assistant Deputy Director
Waterworks Division

(TWO-SIDED DOCUMENT)

Functional Requirement Sample:

15.3. – Backflow Notification

Return completed form to:
L.A. COUNTY DEPARTMENT OF PUBLIC WORKS
WATERWORKS DISTRICTS
CROSS CONNECTION CONTROL PROGRAM
P.O. BOX 1460, Alhambra CA 91802-1460
Phone: (626) 300-3351 Fax: (626) 300-3385

BACKFLOW PREVENTION ASSEMBLY
FIELD TEST AND MAINTENANCE REPORT

NOTICE

TEST DUE: @bookmark@

Account #: @bookmark@
Customer #: @bookmark@
Address: @bookmark@
@bookmark@
Location: @bookmark@

Device #: @bookmark@
Manufacturer: @bookmark@
Model: @bookmark@
Type: @bookmark@
Size: @bookmark@"
Serial #: @bookmark@
Meter #: @bookmark@

Purpose: ☐ *domestic* ☐ *irrigation* ☐ *fire* ☐ *other*_____

	REDUCED PRESSURE PRINCIPLE ASSEMBLY / **DOUBLE CHECK VALVE ASSEMBLY**			RP ☐ DC ☐ PVB ☐ SVB ☐ / RPDA ☐ DCDA ☐ Air Gap ☐ AVB ☐
	CHECK VALVE #1	**CHECK VALVE #2**	**RELIEF VALVE**	**PVB / SVB**
INITIAL TEST	Leaked ☐ Held at _____ PSID	Leaked ☐ Closed Tight ☐ Held at _____ PSID	Did not open ☐ Opened at _____ PSID	**AIR INLET** Did not open ☐ Opened at _____ PSID
REPAIRS DETAILS	Cleaned ☐ Replaced ☐	Cleaned ☐ Replaced ☐	Cleaned ☐ Replaced ☐	**CHECK VALVE** Leaked ☐ Held at _____ PSID Cleaned ☐ Replaced ☐ **AIR INLET** Opened at _____ PSID
FINAL TEST	Held at _____ PSID	Closed Tight ☐ Held at _____ PSID	Opened at _____ PSID	**CHECK VALVE** Held at _____ PSID

COMMENTS	*Line Pressure* _____
	Meter Reading _____
	Held Backpressure _____
	# Shutoff _____
	Relief Valve Exercised _____

THE ABOVE REPORT IS CERTIFIED TO BE TRUE

	Tester #	*Print Name*	*Tester Signature*	*Phone #*	*Date*	*Passed*	*Failed*
Initial Test						☐	☐
Repairs						☐	☐
Final Test						☐	☐

Mailing Address: Address Correction:

CUSTOMER INFORMATION SYSTEM (CIS) AND RELATED SERVICES

INTEGRATIONS

Data	System Provider	System Name	Type	Description
Meter Reading	Neptune	Neptune 360	Export and Import file layout	CIS schedules meters to be read are uploaded to Neptune 360. Once readings are obtained, the information is downloaded to the CIS.
AMI Data	Neptune	Neptune 360	API Two-way	Integrate with the new CIS website portal to provide customer with near real time usage, leak, and other available flags.
Service Orders	CityWorks	Maintenance Management System (MMS)	API Two-way	Generate CIS service orders that will be sent to the County's MMS. Field technicians will access the service orders using the County's MMS mobile application installed in field tablets. Field technicians will open and close service orders in the County's MMS mobile app that will then sync to the CIS in near real-time as connectivity allows.
Phone and Counter Payments	FIS	Credit Card and Check Payment Processor	API One-way	Districts' payments made through at the counter and phone are processed for authorization through our payment processor, FIS. FIS provides an approval or decline response that is then read back to the customer by the phone system or by the agent for counter payments.
Website Payments	FIS	Credit Card and Check Payment Processor	API Two-way	Districts' payments made through at the website are processed for authorization through our payment processor, FIS.
Payments	FIS	Payment File	Import File	FIS provides a daily payment file that is imported to the CIS.
Payments	Los Angeles County Treasurer and Tax	Payment File	Import File	Remittance Payments received at TTC are imported daily to the CIS using a file provided by TTC.

Data	System Provider	System Name	Type	Description
	Collector (TTC)			
Payments	Paymode – Home Banking	Payment File	Import File	Customer submitted payments through their HomeBanking sessions are processed by Paymode, our payment concentrator. Paymode provides a daily file that is imported to the CIS.
Write-Offs	Los Angeles County Public Works Fiscal Division	n/a	Export XLSX File	Unpaid CIS accounts grouped in batches in the CIS and an excel.xlsx file is generated to be used by our collection agency.
Financial Accounting	Los Angeles County Public Works Fiscal Division	eCAPS	API One-Way	CIS Financial Data integration with Los Angeles County Financial System
APN GIS-Link	Los Angeles County	Service Locator	Linking	Links to a data table that launches GIS URL and CIS customer/account summary. See Exhibit A.1.1 Sample Documents.

P:\brcdpub\Service Contracts\CONTRACT\BEN\CIS\2025\REBID\01 RFP\03 Exhibit A.3 Integrations 1-28-25.docx

CUSTOMER INFORMATION SYSTEM (CIS) AND RELATED SERVICES

CIS DATA MIGRATION INVENTORY

The Contractor shall consider the following CIS data to migrate from the source system to the target system when completing Task 5 - Data Migration.

Accounts by Areas

- Total Number of Opened and Closed by
    - District
    - Cycle
    - Book
    - City
    - Zip Code

Account Statuses

- Total Opened
- Total Closed/Final
- Total Incoming/New Accounts Pending
- Total Closing Account Request Pending
- Total number of other and listed by Account Status
- Total Number of Accounts all Statuses

Account Types

- Total Number of Active/Opened, and
- Total Number of Closed/Finalled, by

Account Types

- Single Residential Accounts
- Multi-Residential Accounts
- Commercial Accounts
- Industrial Accounts
- Government Accounts
- Other Account Types with Details

Attachments

- Total Number of Attachments by Type

Mailing Address Types

- Total Number of Address Types by Type for Active and Closed Accounts

Customers

- Total Number of Active/Opened Accounts, and

- Total Number of Closed/Finalled Accounts, by

Customer Occupancy Type

  - Tenants
  - Owners
  - Builders
  - Agents
  - Property Management
  - Property Owner
  - Secured
  - Unsecured

Customer Contact Notes

- Number of Customer Notes for Active and Closed Accounts by Note Reasons

Comments

- Number of Comments by Active and Expired status by Comment Codes

Letters

- Total Number of Letters Sent by Type

Emails

- Total Number of emails Sent by Type

Meters

- Total Bill Codes by Codes

- Total Number of Active Meters
- Total Number of Inactive Meters

Provide Details with these Meter Data Combinations

  - Manufacturer/Meter Size/Meter Dials

- Total Active Meters by Cycle and Book
- Reading Routes Numbering Sequences by Cycle and Book

Meter Reading

- Total Metered Accounts Export to Neptune 360
- Total Metered Accounts Import from Neptune 360
- Meter Readings Match and Number of Digits in Use Match
- Total Usage Billed by:
  - District

  - Cycle
  - Books

Backflows

- This data should include the following data combination: Manufacturer/Backflow Size/Last Test Date for
  - Total Number of Active Backflows
  - Total Number of Inactive Backflows

- Total Tests for Active Backflow

Service Orders

- Total Number of Service Orders by Type with Status

Transactions

Current Amounts Due

- Total Amounts Due by Accounts Receivable/Transaction Codes
- Total Amount by Aging Dates
- 0-30 Days
- 31-60 Days
- 61-90 Days
- 90+ Days

- Total Amounts by Transaction Types and Total Line Items
- Total Transaction

- Active Accounts on AutoPay

Bills Issued

- Total Bills Issued by Year and by Type of Bill
- Total Billed Amounts by Accounts Receivable

Notices Issued

- Total Number of Notices Sent by Type with:
  - Total Notice Amounts Due

Payment Extensions and Payment Agreements

- Number of Customer Arrangements

EXHIBIT A.5

ACCEPTANCE CERTIFICATE

(Name and Address)	TRANSMITTAL DATE
ACCEPTANCE CERTIFICATE	AGREEMENT NUMBER
	TITLE

FROM:	TO:
_____ Contractor's Project Director (Signature Required)	Districts' Project Director Department of Public Works

Contractor hereby certifies to Districts that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables for Districts' approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit A (Statement of Work). Districts' approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)

Comments:

Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Statement of Work), including any additional documentation reasonably requested by the Districts.

Districts' Acceptance:

NAME _____ SIGNATURE _____ DATE _____
Districts' Project Director

Distribution:
Original – Financial Services
Copy 1 - Contractor
Copy 2 - Districts' Project Director
Copy 3 - DPW Master Contract File

CONTRACT DISCREPANCY REPORT

TO:_____

FROM:_____

DATES:_____

Prepared:_____

Returned by Contractor:_____

Action Completed:_____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of Districts Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

DISTRICTS' EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

DISTRICTS' ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

Districts' Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT B

PAYMENT SCHEDULE

EXHIBIT B
PAYMENT SCHEDULE

1.0 IMPLEMENTATION FEES FOR CIS

Deliverable #	Statement of Work	Deliverable Name	Price	10% Withhold(s)
Task 1: PROJECT INITIATION, PLANNING, AND ONGOING MANAGEMENT				
1.1.1	3.1	Project Kick-off Meeting Minutes	$ 32,950.00	$ 3,295.00
1.1.2	3.1	Weekly Project Management Meeting Minutes	$ 141,750.00	$ 14,175.00
171.1.3	3.1	Presentation Materials and Handouts	$ 900.00	$ 90.00
1.1.4	3.1	Project Control Document	$ 33,750.00	$ 3,375.00
1.1.5	3.1	Monthly Progress Reports	$ 33,750.00	$ 3,375.00
1.2	3.1	Ongoing Project Administration	$ 150,300.00	$ 15,030.00
1.3	3.1	Validos Quality Assurance Inspector - Monthly QA Assessment Reports		
		Monthly Assessment Report #1	$15,500.00	$ 1,550.00
		Monthly Assessment Report #2	$15,500.00	$ 1,550.00
		Monthly Assessment Report #3	$15,500.00	$ 1,550.00
		Monthly Assessment Report #4	$15,500.00	$ 1,550.00
		Monthly Assessment Report #5	$15,500.00	$ 1,550.00
		Monthly Assessment Report #6	$15,500.00	$ 1,550.00
		Monthly Assessment Report #7	$15,500.00	$ 1,550.00
		Monthly Assessment Report #8	$15,500.00	$ 1,550.00
		Monthly Assessment Report #9	$15,500.00	$ 1,550.00
		Monthly Assessment Report #10	$15,500.00	$ 1,550.00
		Monthly Assessment Report #11	$15,500.00	$ 1,550.00
		Monthly Assessment Report #12	$15,500.00	$ 1,550.00
		Task 1 Totals:	**$ 579,400.00**	**$ 57,940.00**
Task 2: DISCOVERY AND BUSINESS PROCESSES ASSESSMENT				
2.1.1	3.2	Requirements Gathering Schedule	$ 77,713.00	$ 7,771.30
2.2.1	3.2	Draft Systems Requirements Document (SRD)	$ 19,125.00	$ 1,912.50

2.3.1	3.2	Requirements Verification Schedule	$ 20,925.00	$ 2,092.50
2.4.1	3.2	System Requirements Document (SRD)	$ 20,925.00	$ 2,092.50
2.4.2	3.2	Requirements Traceability Matrix and Report	$ 20,925.00	$ 2,092.50
2.5.1	3.2	Business Process Assessment Report	$ 20,925.00	$ 2, 092.50
		Task 2 Totals:	**$ 180,538.00**	**$ 18,053.80**
Task 3: SYSTEM DESIGN				
3.1.1	3.3	System Design Document	$ 20,813.00	$2,081.30
		Task 3 Totals:	**$ 20,813.00**	**$2,081.30**
Task 4: SYSTEM CONFIGURATION AND DEVELOPMENT				
4.1.1	3.4	Working System, configured based on the System Design Document.	$ 121,275.00	$12,127.50.00
		Task 4 Totals:	**$ 121,275.00**	**$12,127.50**
Task 5: INTEGRATIONS				
5.1	3.5	Integrations Documentation and Report	$ 86, 850.00	$ 8,685.00
5.2	3.5	CIS Integrations	$ 177,400.00	$ 17,740.00
		Task 5 Totals:	**$ 264,250.00**	**$ 26,425.00**
Task 6: DATA MIGRATION				
6.1	3.6	Data Migration Plan.	$ 5,850.00	$ 585.00
6.2	3.6	Data Migration Log.	$ 214,650.00	$ 21,465.00
6.3	3.6	Data Migration Completion Report.	$ 8,100.00	$ 810.00
		Task 6 Totals:	**$ 228,600.00**	**$ 22,860.00**
Task 7: TESTING				
7.1	3.7	Test Plan.	$ 38,250.00	$ 3,825.00

7.2	3.7	Test Materials.	$ 5,625.00	$ 562.50
7.3	3.7	Conduct Tests & Test Completion Report.	$ 89,525.00	$ 8,952.50
		Task 7 Totals:	**$ 133,400.00**	**$ 13,340.00**
Task 8: TRAINING				
8.1	3.8	Training Plan.	$ 7,650.00	$ 765.00
8.2	3.8	Training Materials.	$ 7,650.00	$ 765.00
8.3	3.8	Conduct Training & Training Log.	$ 139,025.00	$ 13,902.50
8.4	3.8	Monitoring and Operations Guide.	$ 7,200.00	$ 720.00
		Task 8 Totals:	**$ 161,525.00**	**$ 16,152.50**
Task 9: GO-LIVE IMPLEMENTATION PLANNING				
9.1	3.9	Implementation Master Plan	$ 13,500.00	$1,350.00
		Task 9 Totals:	**$ 13,500.00**	**$1,350.00**
Task 10: GO-LIVE IMPLEMENTATION AND SUPPORT				
10.1	3.10.	Dry Run Reports.	$ 40,500.00	$ 4,050.00
10.2	3.10.	Go-Live Report.	$ 8,325.00	$ 832.50
10.3	3.10.	Post Go-Live Support Report.	$ 64,500	$ 6,450
10.4	3.10.	Final Acceptance Certification.	$ 8,325.00	$ 832.50
		Task 10 Totals:	**$ 121,650.00**	**$ 12,165.00**
Task 11: CONTRACT DISCREPANCY REPORT				
11.1.1	3.11	Contract Discrepancy Report	$ 33,750.00	N/A
		Task 11 Totals:	**$33,750.00**	

Task 12: Outgoing Transition Services				
12.1.1 **12.1.2**	3.12	Outgoing Transition Services Plan Transition Services	$ 0.00	N/A
		Task 12 Totals:	**$ 0.00**	
Task 13: SEW SmartCX Customer Website / Portal				
13.1.1		One-Time Implementation Fee (12-month project)	$ 73,500.00	$ 7,350.00
		Task 13 Totals:	**$ 73,500.00**	**$ 7,350.00**
Task 14: Additional Language Pack Implementation				
14.1.1		One-Time Implementation Fee (12-month project)	$ 17,500.00	$ 1,750.00
		Task 14 Totals:	**$ 17,500.00**	**$ 1,750.00**
			Total Price (Tasks 1-14)	**10% Withhold(s) (Tasks 1-10, 13, 14)**
			$1,949,701.00	**$194,970.00**
Discount			**$ (275,616.00)**	
		Total IMPLEMENTATION Fees (Tasks 1-14+Hansen Discount)	**$**	**1,674,085.00**

2.0 ANNUAL SUBSCRIPTION FEES

Annual Subscription Fees for the CIS are set forth below. Subscription Fees do not start until the CIS is successfully implemented and has achieved Final Acceptance. Following Final Acceptance, the Contractor will be compensated on a fixed yearly Subscription Fee based for use of the CIS based on the pricing below.

A. Hansen CIS & HIT – 80,000 Metered Accounts:
   - Years 1-6: $384,400 per year
   - Years 7-11 $403,620 per year

B. SEW SmartCX Customer Website / Portal - 80,000 Metered Accounts:
   - Years 1-6: $69,500 per year
   - Years 7-11: $72,975 per year

C. Add-On Services: Additional Language Pack
   - Years 1-11: $18,000 per year (Languages included in SEW Customer Portal: English, Spanish & Chinese (Simplified))
     (AI Virtual Agent Grace can also support the following languages and is included in price: English, Spanish, Chinese, Filipino, Japanese, Korean, Persian, Thai, and Vietnamese)

D. Automatic Call Distribution System (ACD System) and Call Attendant Work – Hansen AI Virtual Agent & Hansen AI ACD System & Call Attendant
   - Year 1: $100,506
   - Year 2: $122,706
   - Year 3: $144,906
   - Year 4: $167,106
   - Year 5: $189,306
   - Year 6: $211,506
   - Years 7-8: $214,311 per year
   - Years 9-11: $236,511 per year
   - For outbounds calls, the first 280,000 calls on a yearly basis are included. For each call over 280,000 yearly, it will be charged to District at $0.10 a call.

Year	Annual Subscription Fee (A-D included)
Year 1 of Subscription Fees (Initial Term)	**$ 572,406.00**
Year 2 of Subscription Fees (Initial Term)	**$ 594,606.00**
Year 3 of Subscription Fees (Initial Term)	**$ 616,806.00**
Year 4 of Subscription Fees (Initial Term)	**$ 639,006.00**
Year 5 of Subscription Fees (Initial Term)	**$ 661,206.00**
Year 6 of Subscription Fees (Initial Term)	**$ 683,406.00**
Year 7 of Subscription Fees (Optional Year, If Exercised by County)	**$ 708,906.00**
Year 8 of Subscription Fees (Optional Year, If Exercised by County)	**$ 708,906.00**
Year 9 of Subscription Fees (Optional Year, If Exercised by County)	**$ 731,106.00**
Year 10 of Subscription Fees (Optional Year, If Exercised by County)	**$ 731,106.00**
Year 11 of Subscription Fees (Optional Year, If Exercised by County)	**$ 731,106.00**
Total Cost for Subscription Fees for 11 Years	**$ 7,378,566.00**

3.0 OPTIONAL WORK

Professional Services: Contractor's Fixed Hourly Rate is set forth below, which is fully burdened and includes, but is not limited to, all labor and administrative costs, supervision, overhead, materials, travel, taxes, benefits, and profit. The Fixed Hourly Rate will be used to implement Districts' requested Optional Work, and a Cost-Of-Living Adjustment will be permitted as provided in the Sample Agreement. Optional Work may include, but is not limited to, additional interface programming, database programming, workflows, software modifications, System configurations, data migration, automation script development, report development, New Software and/or components and/or Professional Services, etc. The proposed Fixed Hourly Rate for the term of the Agreement for twelve (12) years, if it includes the optional years, is proposed at:

Optional Work	**For Entire Term of Contract**
Fixed Hourly Rate*	**$200 / hour**
*The Fixed Hourly Rate is subject to COLAS as provided for in Section 3.f of the Agreement	

4.0 POOL DOLLARS

Pool Dollars will be used to pay for Professional Services and/or Optional Work, when requested by the County. The rates for services will be paid based on the Firm Fixed Hourly Rate for Optional Work.

Services Detail	**Total Cost**
Pool Dollars	**$ 905,265.10**

5.0 MAXIMUM AGREEMENT SUM

Customer Information System and Related Services	
Year	**Implementation Costs / Annual Subscription Fee**
One Time Implementation Fees (1-Year Implementation)	**$ 1,674,085.00**
Total Cost for Subscription Fees for 11 Years (If all Option Years exercised by the County):	**$ 7,378,566.00**
Pool Dollars	**$ 905,265.10**
Maximum Agreement Sum	**$ 9,957,916.10**

6.0 Payment Terms

Payment by the County shall be made within sixty (60) days from when the invoice is received by the County. All payments shall be made to Contractor at its address as notified in writing by Contractor to the County or made directly to a nominated Contractor bank account.

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Districts to provide certain services to the Districts. The Districts require the Corporation to sign this Contractor Acknowledgment 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 contract.

Contractor understands and agrees that Contractor's Staff are not employees of the Districts 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 Districts 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 Districts pursuant to any agreement between any person or entity and the Districts.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the Districts 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 Districts. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the Districts. The Districts have 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 Districts work, the Districts 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 Districts.

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 Districts. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to Districts' 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 Districts, 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 Districts' employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary

information supplied by other Districts' 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 Districts may seek all possible legal redress.

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

SIGNATURE: Click or tap here to enter text. DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

EXHIBIT D

THIRD PARTY PRODUCTS

EXHIBIT D

CUSTOMER INFORMATION SYSTEM (CIS) AND RELATED SERVICES
RFP NUMBER: BRC0000578

THIRD-PARTY PRODUCTS

Please note: Proposer is to provide the below information and identify all Third-Party Software in the CIS.

As of the Effective Date of this Agreement, the following Third-Party Software will be provided by Proposer. Should this change during the term of the Agreement, this Exhibit will be updated to reflect any additional Third-Party Software.

Third Party Software			
	Name	**Vendor**	**Purpose / Function**
1	JasperSoft	Tibco	Business Intelligence / Reporting
2			
3			
4			
5			
6			
7			

EXHIBIT E

PERFORMANCE REQUIREMENTS SUMMARY

EXHIBIT E

PERFORMANCE REQUIREMENTS SUMMARY

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

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

PERFORMANCE REQUIREMENTS SUMMARY

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

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	under this Contract, or both, whether in whole or in part, without the prior written consent of Districts.	of this change; suspension; possible termination for default of contract.	☐No ☐N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	$500 per occurrence; suspension; possible termination for default of contract.	☐Yes ☐No ☐N/A	

EXHIBIT F

ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

EXHIBIT F
ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

1. DEFINITIONS

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

1.1 Acceptance

The Districts' written approval of any tasks, subtasks, Support Services, other Services, Deliverables, the CIS and milestones (if applicable).

1.2 Districts Data

All of the Districts information, data, records, and information of Districts to which Contractor has access, or is otherwise provided to Contractor under this Agreement, during the use and/or provisioning of the CIS, including any data entered/stored/accessed during use of the CIS by users of the CIS. Such users include County and District's employees, its contractors, subcontracts, and agents, and the District's customers and/or their authorized representatives and agents.

1.3 Deliverable(s)

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

1.4 Documentation

All of Contractor's training course materials, CIS specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the CIS, including, but not limited to, online help screens contained in the CIS, existing as of the Effective Date and any revisions, supplements, or updates thereto. Documentation does not include anything created by Districts that may be included in the Documentation.

1.5 Error

With respect to the CIS, Subscription Services that include Support Services, Maintenance Services, other Services, or Deliverables, a failure of the CIS, Subscription Services, other Services, or Deliverables to conform to its specifications, or with respect to the CIS, a failure that impairs the performance of the CIS when operated in accordance with the Agreement.

1.6 Hosted Services

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

1.7 CIS or System

The Subscriptions Services that includes Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the CIS from its facilities and to Districts as a "software as a service" in accordance with this Agreement.

1.8 CIS Software

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

1.9 Maintenance Services

The provision of maintenance and continued management and operation services for the CIS as part of Subscription Services, as required by the Agreement, including Exhibit A (Scope of Services) and this Exhibit F (Additional Information Technology), which includes Hosted Services.

1.10 Optional Work

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

1.11 Production Use

The actual use of the CIS in the production environment to (a) process actual live data in Districts' day-to-day operations and (b) use the CIS.

1.12 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon Districts' request therefore in the form of Optional Work.

1.13 Specifications

All specifications, requirements, and standards specified in Exhibit A (Scope of Services), including Exhibit A.1 (Functional and SaaS Requirements); all performance requirements and standards specified in this Agreement, Documentation for the Software, to the extent not inconsistent with any of the foregoing; all specifications for the Software provided or made available by Contractor under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to Districts in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the CIS, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other CIS criteria or any element of the CIS, but only to the extent not inconsistent with any of the foregoing.

1.14 Revisions

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

1.15 Services

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

1.16 Subscription Services

Collectively includes Hosting Services, Maintenance Services, and Support Services as provided in Exhibit A (Scope of Services) and this Exhibit F (Additional Information Technology Provisions).

1.17 Support Services

As described in Exhibit A (Scope of Services) and this Exhibit F (Additional Information Technology Provisions).

1.18 Third Party Product

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the CIS or used for the performance of the Services and which is expressly identified as Third Party Product in Exhibit H (Third Party Product).

1.19 Users

All Districts authorized users of the CIS, including but not limited to Districts and County's employees and its authorized agents, contractors, subcontractors, consultants, and District's customers.

1.20 Work Product

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

2. RIGHT TO ACCESS.

2.1 Access Grant. Subject to payment of the recurring Annual Subscription Fees described in Exhibit B (Payment Schedule) and further subject to Districts' ongoing compliance with the terms of this Agreement, Contractor grants to the Districts a non-exclusive, non-transferable right to access the System, in order to utilize the Services for its own internal business activities, subject to the usage conditions, for the Term (except where this Agreement is terminated in accordance with the Agreement). For non-Software Deliverables consisting of Contractor's preexisting materials and training materials created for the Districts, and derivates thereof, Contractor shall own such non-Software Deliverables, and will provide to Districts an irrevocable license to use and maintain such non-Software Deliverables for its internal governmental purposes.

2.2 Other Restrictions. Except as permitted by law, the Districts will not copy, alter, modify, reverse engineer, decompile, sub-license or reproduce the CIS without Contractor's prior written consent or create derivative works of the CIS. Except as otherwise permitted herein, in no event shall the Districts be permitted, or permit any third party to use the CIS or the services for time-sharing, rental, or service bureau purposes.

2.3 Districts understands that the Third Party Hosting Service is provided by a third party, and is subject to its own terms and conditions, which are linked in Schedule 1 (the "Third Party Hosting Service Terms"). Districts hereby agrees to be bound by the Third Party Hosting Service Terms, and in the event of a conflict between the terms of this Agreement and the Third Party Hosting Service Terms with respect to the Third Party Hosting Service, then the Third Party Hosting Service Terms shall prevail. Districts further agrees that Contractor shall not be liable for Districts' breach of the Third Party Hosting Service Terms.

2.1.1 Documentation.

At no additional charge to Districts, Contractor shall provide or make available to Districts all Documentation relating to the CIS pursuant to a fully-paid, worldwide, non-exclusive, license during the term of this Agreement for its business purposes. If the Documentation for the CIS is revised or supplemented at any time, Contractor shall promptly provide or make available to Districts a copy of such revised or supplemental Documentation, at no additional cost to Districts. Districts may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to Districts personnel or Districts designees

and users of the CIS, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to Districts' and users' use of the CIS as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to Districts all Documentation in electronic form.

2.1.3 Additional License Restrictions

Upon termination of expiration of this Agreement, unless otherwise provided herein, the Access Rights shall terminate, and Districts will discontinue use of the CIS, but may maintain any records or materials needed to meet Districts' public records or audit requirements.

Districts acknowledges that the unauthorized disclosure of Contractor's CIS and Documentation may result in irreparable harm to Contractor for which monetary damages would be an inadequate remedy and agrees that disclosure outside of the permitted license grants shall not be made to anyone without receiving the written consent of Contractor. Districts further acknowledges and agrees to respect the copyrights, registrations, and other proprietary rights of Contractor to the CIS and Documentation, during and after the term of this Agreement.

Upon expiration or termination of this Agreement, Contractor shall provide all Districts Data in a form accessible by a standard database program such as XML, JSON or CSV, or as may be specified by County.

2.2 Revisions.

2.2.1 Notice of Revisions.

Contractor may from time to time make material revisions to the System. All Revisions and related notices will be handled like updates in accordance with Exhibit A (Scope of Services), including Section 6.5.2.2 (Continued Management and Operation Services). During the term of this Agreement, all Revisions shall be provided to Districts at no additional charge beyond the fees payable hereunder, regardless of whether Contractor charges other customers for such Revisions. Districts shall adhere to Contractor’s standard release schedule for all Revisions. Failure by Districts to timely accept and implement all Revisions may result in additional billable services required to restore Districts to the current release level, which shall be charged at the Firm Fixed Hourly Rate provided

for in Exhibit B (Payment Schedule). Additionally, if during the term of this Agreement, if (a) the Software is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), Districts shall receive such Displaced/Renamed Product as a Revision if this Displaced/Renamed product is replacing the existing product.

2.3 Third Party Product.

The Contractor shall not use any Third Party Product in the CIS, except for those identified in Exhibit D (Third Party Product) without the prior written approval of the Districts to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to Districts in connection with this Agreement, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for Districts and Districts' agents and assigns, to use the Third Party Product for Districts' business purposes and activities.

3. SERVICES.

3.1 Services Generally.

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

3.2 Training.

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

3.3 Support Services and Maintenance Services.

Contractor shall provide the Support Services and Maintenance Services described in Exhibit A (Scope of Services) and this Exhibit F (Additional Information Technology Provisions) as part of Subscription Services. The Support Services and Maintenance Services shall commence on the Final Acceptance of the CIS. There shall be no additional charge to Districts for on-site Support Services or Maintenance Services to remedy a breach of this Agreement, to correct a failure of the CIS to conform to the Specifications, or to fulfill Contractor's obligations.

4. ACCEPTANCE

4.1 Acceptance Criteria

The CIS, Services, Deliverables, and milestones (if applicable) may be subject to acceptance testing consisting of a review session for a time period determined by the Districts, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties and this Paragraph (Acceptance) (the "Acceptance Criteria"). Such Acceptance Criteria shall be based, at a minimum, on conformance of the CIS, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the CIS, Services, Deliverables, and milestones, and the CIS as a whole, shall be based on Districts' reasonable objective satisfaction therewith.

4.2 Acceptance Tests

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

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

4.3 Production Use

The CIS shall be ready for Production Use when the Districts Project Director, or his/her designee, approves in writing the CIS for use.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

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

Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by Contracting Entity in the use of the CIS shall be subject to the applicable terms under the Agreement as more fully described in Exhibit A (Scope of Work).

4.4.2 Final Acceptance

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

4.5 Failed Testing

4.5.1 If the Districts' Project Director makes a good faith determination at any time that the CIS (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as "Designated Test"), the Districts' Withholds will not be released until Final Acceptance has been achieved.

4.5.2 County shall also promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the CIS,

Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the CIS, Services, Deliverables, milestones, and/or CIS as will permit the CIS, Services, Deliverables, milestones, and/or CIS to be ready for retesting. Contractor shall notify the Districts' Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. Such procedure shall continue until such time as Districts notify Contractor in writing either: (i) of the successful completion of such Designated Test.

5. Reserved.

6. Disabling Device

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

7. Non-Infringement

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

8. Pending Litigation

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

9. Assignment of Warranties

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

10. Other Warranties

During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of Districts, and without providing in such subordination instrument for non-disturbance of Districts' use of the CIS (or any part thereof) in accordance with this Agreement. This Agreement and the CIS licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. Districts is entitled to use the CIS without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the CIS contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

11. Maintenance Services

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

12. CIS Performance Requirements

Contractor represents and warrants that when operated in conformance with the terms of this Agreement, the Software and/or Services (as applicable) shall

achieve the System Performance Requirements set forth in Exhibit A (Scope of Services).

13. Data Destruction

Contractor(s) that have maintained, processed, or stored the Districts data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization, available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the Districts, or external to the Districts' boundaries. The Districts must receive within ten (10) 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 indecipherable.

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

14. Security Breach and Notification

Contractor shall take reasonable steps to immediately remedy any security breach and prevent any further security breach at Contractor’s expense in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse Districts for actual costs incurred by Districts in responding to, and mitigating damages caused by, any security breach, including all costs of notice and/or remediation. Contractor shall also notify the Districts' project manager and Districts Information Security Officer within twenty-four (24) hours of any suspected security breach.

EXHIBIT G

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

EXHIBIT G
INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit G (Information Security and Privacy Requirements) ("Exhibit") is attached to and forms a part of that certain Agreement for Customer Information System (CIS) and Related Services, dated as of the Effective Date (together with all Exhibits, Attachments, and Schedules thereto, all as amended from time to time, the "Agreement"), between the Los Angeles County Waterworks Districts (collectively, "Districts") and Hansen Banner LLC ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

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

These requirements and procedures are minimum standards and are in addition to the requirements of the Agreement and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all Districts 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 Agreement by the Contractor, entitling the Districts, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Exhibit and the Agreement, the more stringent provision on Contractor and protective provision of the Districts shall prevail unless stated otherwise.

1. DEFINITIONS

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

a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity.

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. **Districts Information:** all Data and Information belonging to the Districts. The same meaning as "Districts Data" under the Agreement.

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 Districts 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 Districts' 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 Districts are 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 Districts 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 Districts.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

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

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

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

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Districts 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 DISTRICTS INFORMATION

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

4. CONTRACTOR'S USE OF DISTRICTS INFORMATION

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

5. SHARING DISTRICTS INFORMATION AND DATA

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

6. CONFIDENTIALITY

In addition to the confidentiality provisions contained in the Agreement, Contractor agrees as follows:

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

b. **Disclosure of Districts Information.** The Contractor may disclose Districts Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Districts Information for any other purpose without the prior express written approval of the Districts' contract administrator in consultation with the Districts' Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose Districts Information, the Contractor shall notify the Districts' contract administrator immediately and prior to any such disclosure, to provide the Districts 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 Agreement, the Contractor may encounter Districts Non-public Information ("NPI") in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential", or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any Districts NPI and material received or used in performance of this Agreement. This obligation is perpetual.

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

e. **Retention of Districts Information.** The Contractor shall not retain any Districts Information for any period longer than necessary for the Contractor to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR STAFF

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

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

a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c) **Handling of Districts Information:** The proper identification, storage, transfer, archiving, and destruction of Districts Information.

d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, e-mailing Information to inappropriate recipients, etc.

e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF DISTRICTS INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF DISTRICTS INFORMATION

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

a. **Return or Destruction.** Upon Districts' written request, or upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly return or destroy, at the Districts' option, all originals and copies of all documents and materials it has received containing Districts Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the Districts' option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions, and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the Districts request be returned to the Districts, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the Districts. For documents or materials referred to in Subsections (i) and (ii) of this Section that the Districts requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Agreement or at any time upon the Districts' request,

the Contractor shall return all hardware, if any, provided by the Districts to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the Districts.

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of Districts 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 Districts Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic

testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF DISTRICTS INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF DISTRICTS INFORMATION.

13. ACCESS CONTROL

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

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

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

14. SECURITY AND PRIVACY INCIDENTS

In the event of a security or privacy Incident, the Contractor shall:

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

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

b. Include the following Information in all notices:

   i. The date and time of discovery of the Incident,

   ii. The approximate date and time of the Incident,

   iii. A description of the type of Districts Information involved in the reported Incident, and

   iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

   v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c. Cooperate with the Districts to investigate the Incident and seek to identify the specific Districts Information involved in the Incident upon the Districts' written request, without charge, unless the Incident was caused by the acts or omissions of the Districts. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the Districts to allow the Districts 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 Districts, law firms, and and/or law enforcement agencies at the direction of the Districts to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Districts on any additional disclosures that the Districts is required to make as a result of the Incident.

f. In the case of a material Incident, allow the Districts or its third-party designee at the Districts' election to perform audits and tests of the controls which failed this 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 Districts Information.

The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving Districts Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions in accordance with Section 84 of the Agreement.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of Districts 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 Districts, and therefore, that upon any such breach, the Districts will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the Districts.

16. AUDIT AND INSPECTION

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

   The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the Districts promptly upon its completion at the Districts' request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any Districts Information, the Contractor shall promptly provide the Districts with copies of the same upon the Districts' reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure

or exception. Any reports and related materials provided to the Districts pursuant to this Section shall be provided at no additional charge to the Districts.

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

   Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The Districts' request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the Districts in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the Districts. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

EXHIBIT H

INDEMNIFICATION AND INSURANCE PROVISION

EXHIBIT H
CUSTOMER INFORMATION SYSTEM (CIS) AND RELATED SERVICES
INDEMNIFICATION AND INSURANCE PROVISIONS

I. Indemnification

Contractor must indemnify, defend, and hold harmless the Districts, the County of Los Angeles, their Special Districts, elected officials, appointed officers, agents, employees, and volunteers ("Districts' Indemnitees"), from and against any and all third party liability including, but not limited to, demands, claims, actions, fees, costs, losses, damages, liabilities, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from and/or relating to this Agreement, including for Contractor's failure to comply with any laws, rules, regulations or ordinances, and breaches of confidentiality, except for loss or damage arising from the sole negligence or willful misconduct of the Districts' Indemnitees. Further, if it is finally held by a court of competent jurisdiction or if the parties agree that Districts' Indemnitees were partially at fault for any third party liability for which an indemnity obligation arises hereunder, then Contractor shall be liable only to the extent of the percentage of its own fault as finally held by a court of competent jurisdiction or as agreed to by the parties. Any legal defense pursuant to Contractor's indemnification obligations under this Section shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, Districts and County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide Districts and County with a full and adequate defense, as determined by Districts and County in their sole judgment, Districts and County shall be entitled to retain their own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by Districts and County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of Districts or County without Districts' and County's prior written approval.

II. Intellectual Property Indemnification

1.1.1 Contractor shall indemnify, hold harmless, and defend Districts' Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Solution, Third Party Products, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the "Indemnified Items") (collectively referred to for purposes of this

Sub-paragraph as "Infringement Claim(s)"), provided that the Indemnified Item has not been altered, revised, or modified by Districts in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by Districts and based on specifications provided by Districts when Contractor has advised Districts of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) Districts failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to Districts and provides Districts with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by Districts. Notwithstanding the foregoing, Districts shall have the right to participate in any such defense at its sole cost and expense.

1.1.2 Districts shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section II (Intellectual Property Indemnification), or after Districts' review and reasonable opinion it is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required in Section II (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to Districts, as remedial measures, either: (i) procure the right, by license or otherwise, for Districts to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Agreement; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in Districts' determination, until it is determined by Districts that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph "Remedial Act(s)").

If Contractor fails to complete the Remedial Acts described in Sub-section 1.1.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by Districts in writing) then, Districts shall have the right, at its sole option, to elect to (i) terminate this Agreement with regard to the infringing Indemnified Items for default pursuant to the Termination for Default provision, in which case, in addition to other remedies available to Districts, Contractor shall reimburse Districts for all Implementation Fees paid by Districts to Contractor under the Agreement, and/or (ii) take such remedial acts as it

determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "Districts' Mitigation Acts"). Failure by Contractor to pay such amounts within sixty (60) Days of invoice by Districts shall, in addition to, and cumulative of all other remedies, entitle Districts to immediately withhold all payments due to Contractor under this Agreement up to the amount paid by Districts in connection with Districts' Mitigation Acts.

III. General Insurance Requirements

Without limiting Contractor's indemnification of Districts, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. 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 Agreement. The Districts in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to Districts

- A certificate(s) of insurance coverage (Certificate) satisfactory to Districts, and a copy of an Additional Insured endorsement confirming the Districts, the County of Los Angeles, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, must be delivered to Districts at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates must be provided to Districts not less than five days prior to Contractor's policy expiration dates. The Districts 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 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 the Contractor identified as the contracting party in this Agreement. Certificates must provide the full name of each insurer providing coverage, for US insurers 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 Districts-required endorsement forms.

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

- Certificates and copies of any required endorsements must be sent to:

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

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

B. Additional Insured Status on U.S. Policies and Scope of Coverage

For those policies issued by carriers in the United States, the Districts, and the County of Los Angeles, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 Districts. The Districts, the County of Los Angeles, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the Districts, County of Los Angeles, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the Districts' minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor must provide Districts with, or Contractor's insurance policies shall contain a provision that Districts must 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 Districts at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the Districts, upon which the Districts may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance must constitute a material breach of the Agreement, upon which Districts immediately may suspend or terminate this Agreement.

E. Insurer Financial Ratings

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

F. Contractor's Insurance Must Be Primary

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

G. Waivers of Subrogation

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

H. Subcontractor Insurance Coverage Requirements

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

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies must not obligate the Districts to pay any portion of any Contractor deductible or SIR. The Districts retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the Districts, 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.

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Alternative Risk Financing Programs

The Districts reserve 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 Districts, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be designated as an Additional Covered Party under any approved program.

N. Districts Review and Approval of Insurance Requirements

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

IV. Insurance Coverage

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Districts, the County of Los Angeles, their Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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

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

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also 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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

D. Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this 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 Agreement's expiration, termination, or cancellation.

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

F. Cyber Liability Insurance

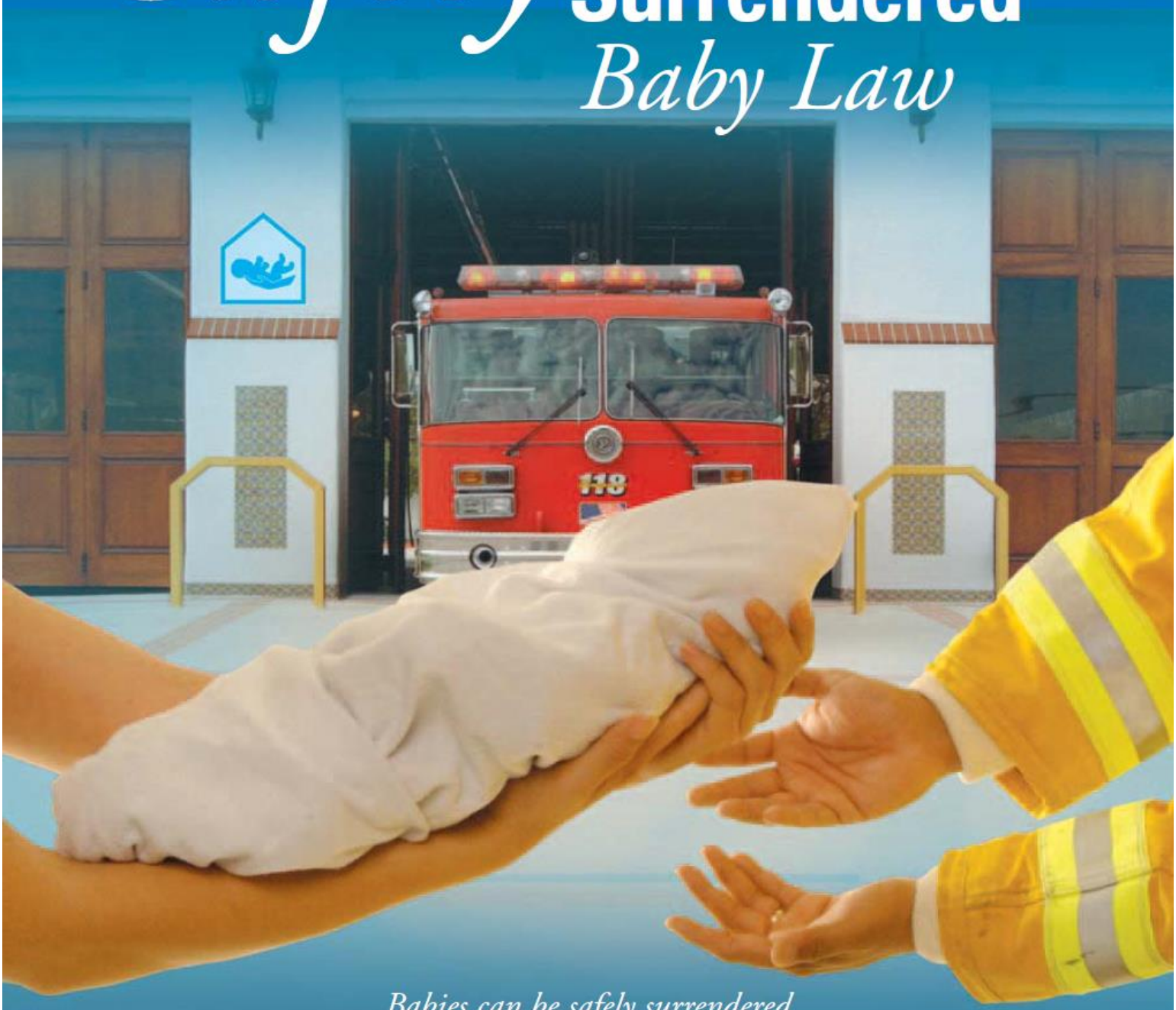
The Contractor must secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and in the aggregate during the term of the Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses, and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of District 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 Agreement. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor’s liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

EXHIBIT I

SAFELY SURRENDERED BABY LAW FLYER

EXHIBIT I

Safely Surrendered *Baby Law*



Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT I

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

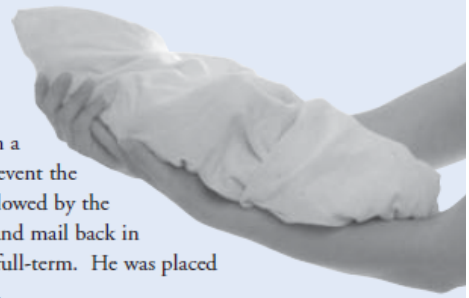
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

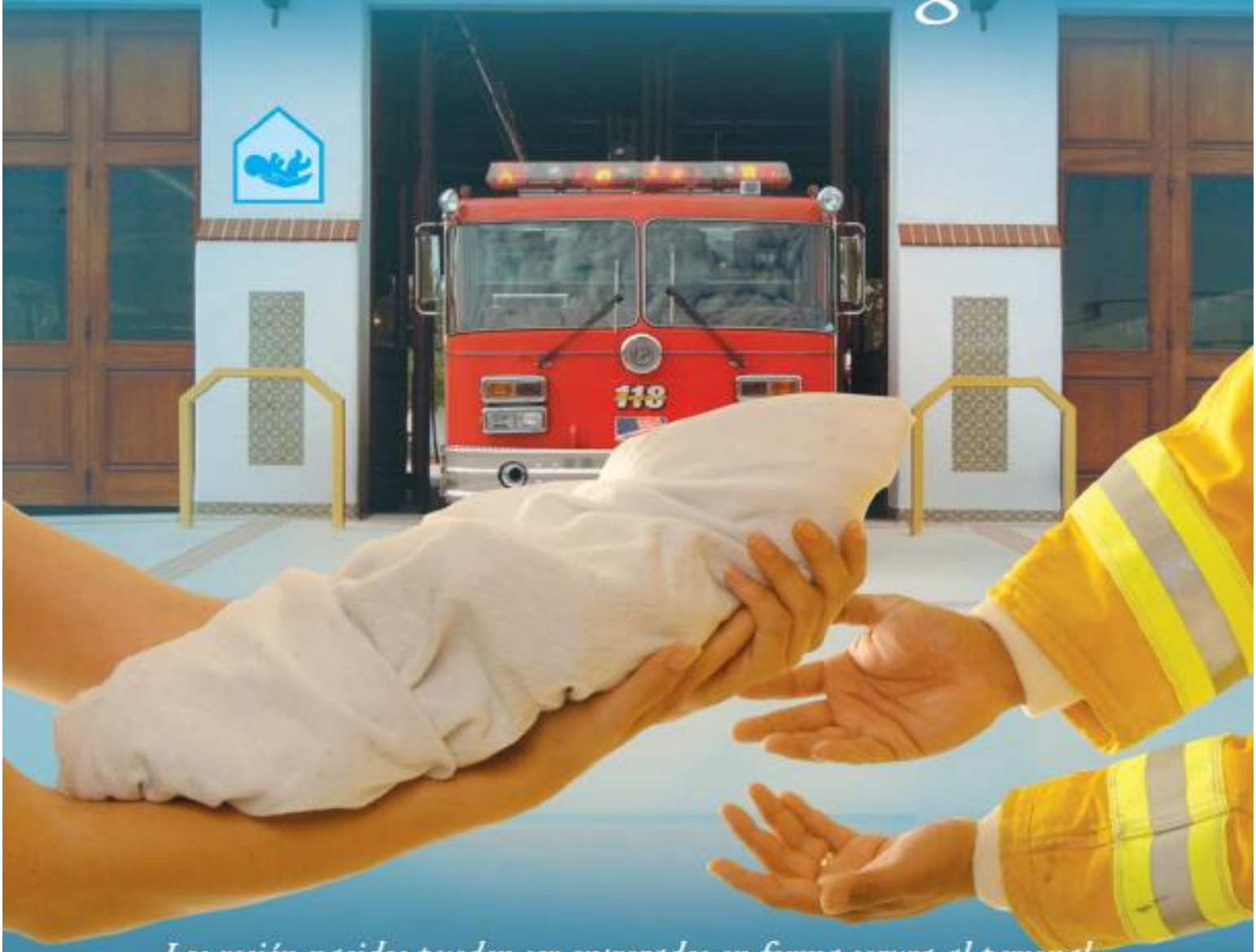
A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT I

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

EXHIBIT I

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

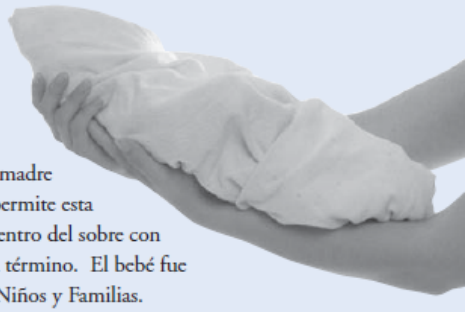
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete 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

INTERNAL REVENUE SERVICE NOTICE

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2023)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify all employees whose wages for 2023 are less than $63,398 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 5, 2024.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at *www.irs.gov/FormsPubs*. Or you can go to *www.irs.gov/OrderForms* to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2023 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2023 and owes no tax but is eligible for a credit of $800, they must file a 2023 tax return to get the $800 refund.

EXHIBIT K

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and Contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.

B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;

3. A purchase made through a State or Federal Contract;

4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process;

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth 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

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;

14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.

C. For 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; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT L

MINIMUM SYSTEM REQUIREMENTS

EXHIBIT L

CUSTOMER INFORMATION SYSTEM (CIS) AND RELATED SERVICES
RFP NUMBER: BRC0000578
MINIMUM SYSTEM REQUIREMENTS

[Proposer is to provide the below information and identify all Minimum System Requirements.]

The Minimum System Requirements for Districts to use the CIS is as follows:

Desktop Hardware and Software?

Supported modern browser
Recommended workstation/laptop with 16gb of RAM and a 4 Core Processor
Peripherals as needed to operate CIS (mouse, keyboard, etc.)

Supported Browsers?
All major modern browsers (Edge, Chrome, Firefox, Safari, etc.)

Minimum Display Resolution?
Recommended 1920x1080 it is a responsive application.

Desktop Software?
Supported modern browser

Server Requirements?
None

Server Instance Software Requirements?
None

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR CUSTOMER INFORMATION SYSTEM AND RELATED SERVICES

SELECTED FIRMS

	Proposer Name (**Prime** with subcontractors* listed below**)** *only subcontractors with Utilization Participation are listed.	**Local Small Business Enterprise (LSBE)**	**Small Business Enterprise (SBE)**	**Minority**	**Women-Owned**	**Disadvantaged Business**	**Disabled Veteran Business Enterprise**	**Social Enterprise**	**Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise**
1	**Hansen Banner, LLC**								
	Smart Energy Systems Inc. dba Smart Energy Water								
	Trek Software, LLC								
	Validos								

NON-SELECTED FIRMS

	Proposer Name (**Prime** with subcontractors* listed below**)** *only subcontractors with Utilization Participation are listed.	**Local Small Business Enterprise (LSBE)**	**Small Business Enterprise (SBE)**	**Minority**	**Women-Owned**	**Disadvantaged Business**	**Disabled Veteran Business Enterprise**	**Social Enterprise**	**Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise**
1	**N. Harris Computer Corporation dba Advanced Utility Systems**								

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

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR CUSTOMER INFORMATION SYSTEM AND RELATED SERVICES

FIRM INFORMATION*	Hansen Banner, LLC						
BUSINESS STRUCTURE	Limited Liabilty Company						

CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP						
OWNERS/PARTNERS	Black/African American	N/A - Publicly traded company						
	Hispanic/Latino							
	Asian or Pacific Islander							
	Native American							
	Subcontinent Asian							
	White							
	Female (included above)							
		NUMBER						
Total No. of Employees		N/A						

COUNTY CERTIFICATION							
CBE	N/A						
LSBE	N/A						
OTHER CERTIFYING AGENCY	N/A						

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

Solicitation Information

Solicitation Number:	BRC0000578		
Title:	Customer Information System (CIS) and Related Services		
Department:	Public Works		
Bid Type:	Service	**Bid Amount:**	$3,000,000.00
Commodity:	SOFTWARE-MICROCOMPUTER-ACCOUNTING/ FINANCIAL-BOOKEEPING-BILL		
Description:	Visit Public Works website at https://dpw.lacounty.gov/contracts/opportunities.aspx , to access RFP documents. Proposals received after the deadline will not be accepted. PLEASE TAKE NOTICE that Public Works is requesting proposals from qualified firms to provide to the Los Angeles County Waterwork Districts (collectively, "Districts") a Customer Information System (CIS) and Related Services software solution (hereinafter "CIS System" or "System") as further defined in the Sample Agreement included as Attachment 1 in the Customer Information System (CIS) and Related Services (BRC0000578) Request for Proposals (RFP). This RFP is a qualification and cost-based solicitation. The Districts intend to award and execute one agreement for the subject work with the highest-rated, apparent responsive and responsible proposer. The CIS should be successfully implemented by the selected contractor by the "Go-Live Date" and the anticipated agreement has been designed to have a potential maximum agreement term of 12 years consisting of an initial 7-year term and potential additional 5 one-year option renewals. The RFP with sample agreement specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts or may be requested from Ms. Rori Rubio at rrubio@pw.lacounty.gov. A MANDATORY pre-proposal virtual conference to answer questions concerning the project will be held on Tuesday February 25, 2025, at 10:00 a.m., via Microsoft Teams. Those who wish to attend must click the link titled "Pre-Proposal Conference Meeting (Live) on the project page located at the website below to join. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. https://dpw.lacounty.gov/contracts/opportunities.aspx Submit questions relating to this solicitation to person listed below. Less		
Open Day:	2/12/2025	**Closed Date:**	3/18/2025 5:30:00 PM
Contact Name:	Rori Rubio	**Contact Phone:**	(626) 458-2584
Contact Email:	rrubio@dpw.lacounty.gov		
Notice of Intent to Award (0) :	**Click here to view notice intent to award list.**		
Solicitation Award (0) :	**Click here to view award list.**		
Last Changed On:	3/10/2025 12:25:00 PM		
Attachment File (0) :	**Click here to download attachment files.**		

Chief Information Office

Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

DRAFT

BOARD AGENDA DATE:
3/17/2026

SUBJECT: SUBJECT:

SERVICE CONTRACT
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICTS AND
THE MARINA DEL REY WATER SYSTEM
AWARD OF CONTRACT WITH HANSEN BANNER, LLC
CUSTOMER INFORMATION SYSTEM AND RELATED SERVICES

CONTRACT TYPE:

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

SUMMARY:

The Department of Public Works (DPW) is requesting delegated authority to execute a competitively solicited contract with Hansen Banner, LLC, for a 7-year term plus five 1-year extension options to provide a specialized Software as a Service (SaaS) Customer Information System (CIS) and related services which will replace the current billing system for the LA County Waterworks Districts. DPW is further requesting authorization to extend the contract expiration date as necessary, utilize pool dollars, and if necessary, terminate for convenience.

On December 9, 2025, the Board approved Public Works' recommendation to execute a sole source amendment with N. Harris Computer Corporation to extend the current contract for up to 2 years until January 15, 2028, if needed, to allow for the continued use of the current system until successful implementation of a replacement system. On February 12, 2025, Public Works released a Request for Proposals (RFP) for Customer Information System and Related Services. On March 18, 2025, a total of five proposals were received, however, three proposals were disqualified for not meeting the minimum mandatory requirements. An evaluation committee consisting of staff from Public Works Waterworks Division and Information Technology Division evaluated the proposals based on the criteria described in the RFP and Hansen Banner, LLC was selected.

The Contract scope of services includes requirements for project planning and management, system requirements, design and development, system configuration & integrations, data migration, system testing, system training, customized customer portal, and system maintenance and support services.

***Contract Amount*: $9,957,916.10**

FINANCIAL ANALYSIS:

Hansen Banner, LLC Contract costs:

One-Time Costs:

Implementation Services (Initial term, Year 1)	$	1, 674,085[1]
Subtotal One-Time Costs:	**$**	**1,674,085**

Ongoing Annual Costs[2]:

Subscription Fees (Initial term, Year 2)	$	572,406
Subscription Fees (Initial term, Year 3)	$	594,606
Subscription Fees (Initial term, Year 4)	$	616,806
Subscription Fees (Initial term, Year 5)	$	639,006
Subscription Fees (Initial term, Year 6)	$	661,206
Subscription Fees (Initial term, Year 7)	$	683,406
Subscription Fees (1st Optional Year)	$	708,906
Subscription Fees (2nd Optional Year)	$	708,906
Subscription Fees (3rd Optional Year)	$	731,106
Subscription Fees (4th Optional Year)	$	731,106
Subscription Fees (5th Optional Year)	$	731,106
Subtotal Ongoing Costs:	**$**	**7,378,566**

Total – Contract Sum	**$**	**9,052,651**
Contract Pool Dollars	**$**	**905,265.10**
Total – Maximum Contract Sum	**$**	**9,957,916.10**

Notes:

[1] Deliverable based, paid throughout the first 12 months. Includes a discount of $275,616.

[2] Includes:

- Hansen CIS for 80,000 metered accounts, Years 2-7 $384,400/year and Years 8-12 $403,620/year,
- Customer portal years 2-7 $69,500/year and Years 8-12 $72,975/year,
- Language Pack Years 2-12 $18,000/year (English, Spanish & Chinese included in Customer portal and AI Virtual Agent includes additional languages of Filipino, Japanese, Korean, Persian, Thai & Vietnamese), and
- Automatic Call Distribution System & AI Virtual Agent Year 2: $100,506, Year 3: $122,706, Year 4: $144,906, Year 5: $167,106, Year 6: $189,306, Year 7: $211,506, Years 8-9: $214,311, and Years 10-12: $236,511. The First 280,000 outbound calls are included/year. If over, charged to District @ $0.10/call.

[3] Pool dollars will be used to pay for additional related services or optional work @ a fixed hourly rate of @200/hr (subject to COLAS).

Risks:

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, and to manage contractor performance. DPW's Project Director will be Alan Nino and the Project Manager will be Fernando Romo.
2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and correction of deficiencies. These include termination or suspension for convenience, default, improper consideration, insolvency, non-adherence of county lobbyist ordinance, and non-appropriation of funds; Performance Requirements for system availability and response time and include remedies for non-compliance (percentage of subscription fees), as well as the retention of contract funds if system effectiveness is not achieved in accordance with the system requirements. Required SLAs have been defined for contractor performance and penalties for failures, including fines for regulatory violations, schedule delays, lack of notice, slow responses, and contract administration issues.

3. **Information Security Review** – The information technology security risk was analyzed by DPW's Information Security Officer and the County Information Security Officer. This project is considered a medium-high security risk due to the large amount of 70,000 PII records that will be stored within the SaaS solution and many of the security controls discussed are conceptual at the moment but will be in place. DPW will ensure the security controls are in place and properly maintained during and after the transition occurs. The SOC 2 Type II will be required and will be reviewed by DPW for any concerns. eGov Committee has vetted the project and will be using the County standard for payments (Worldpay). The proposed contract includes Professional Liability Errors & Omissions Insurance starting at $1 million, Technology Errors and Omissions Insurance starting at $5 million, and Cyber liability insurance with limits of at least $2 million per occurrence, further reducing risk.

4. **Contract Risks** – County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

_____ _____

STEPHANIE TODD, DEPUTY CHIEF INFORMATION OFFICER DATE

APPROVED:

_____ _____

PETER LOO, CHIEF INFORMATION OFFICER DATE

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☐ Board Letter ☒ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	2/18/2026
BOARD MEETING DATE	N/A
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☐ 2nd ☐ 3rd ☒ 4th ☐ 5th
DEPARTMENT(S)	Arts and Culture
SUBJECT	**NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE FOR A THIRD PARTY ADMIMISTRATOR TO SUPPORT PROGRAMS AND PLANNING FOR THE BENEFIT OF THE SOUTHEAST LOS ANGELES COUNTY COMMUNITY IN PREPARATION FOR THE SELA CULTURAL ARTS CENTER DEVELOPMENT**
PROGRAM	SELA Cultural Development Fund
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: Time urgency to spend down State funds.
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No **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	Due to the lengthy timeline to complete this project (over two years), and limited term of State funding, the Department does not have the time or capacity necessary to implement a comprehensive Request for Proposal process to identify the TPA. The Department therefore requests utilizing a sole source contract with a TPA selected through an abbreviated solicitation process.
COST & FUNDING	Total cost: $5M Funding source: California State Parks Office of Grants and Local Services TERMS (if applicable): If Department's request for term extension is approved by the State, funding must be spent by 12/31/2028. Explanation: Department plan for designing, implementing, monitoring and reporting for this program is 32 months, which does not provide adequate timeline for a full RFP process to be completed.
PURPOSE OF REQUEST	To allow the Department of Arts and Culture to file a 30-day notice of intent to sole source a TPA to expend the $5M State funds.
BACKGROUND (include internal/external issues that may exist including any related motions)	SELA Cultural Development Fund is a regranting program using funds dedicated by the State ($5M). Arts and Culture received authorization from the Board through an SD4 motion that approved us to accept the funds, enter into an agreement with the State, and implement a program to supports artists and communities in SELA.
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: This fund will provide funding to a wide variety of nonprofits, individual artists, schools/school districts, and other agencies, to support arts services in the Southeast LA Region, an area which has been historically underrepresented in terms of institutional support for the arts. To meet community needs, and acknowledging the amount of time needed to design, launch, monitor, and report on a State-funded grant program, the Department is requesting the sole source to truncate the amount of time it will take to contract with a Third Party Administrator, and maximize the amount of time needed for outreach, technical assistance, and execution of projects and programs in the SELA community.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Megan Moret, Board Liaison, 213.469.1163, mmoret@arts.lacounty.gov

LA County ARTS & CULTURE

February 18, 2025

Kenneth Hahn Hall of Administration
500 West Temple Street, B-79-2
Los Angeles, CA 90012
Tel 213.202.5858
Fax 213.580.0017
www.lacountyarts.org

Board of Supervisors
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

Director
Kristin Sakoda

Chief Deputy
Heather Rigby

To: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Kristin Sakoda, Director
Department of Arts and Culture

Re: NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE FOR A THIRD PARTY ADMIMISTRATOR

BACKGROUND
This memo is to comply with Board Policy 5.100, Sole Source Contracts regarding policy requirements for sole source contracts. The Department of Arts and Culture (Arts and Culture) intends to enter into a sole source contract with one of the three organizations below to administer funding from the State of California to support programs and planning for the benefit of the Southeast Los Angeles County community in preparation for the SELA Cultural Arts Center development not to exceed $5,000,000:

- California Community Foundation
- Community Partners
- Long Beach Arts Council

BACKGROUND
To support the development of a permanent SELA Cultural Center, the Los Angeles County Department of Arts and Culture has been awarded $5,000,000 from the California State Parks Office of Grants and Local Services (OGALS) to support programs and planning for the benefit of the Southeast Los Angeles County community in preparation for the SELA Cultural Arts Center development. (SEC.19.561(b) (31).

Due to the grant deadlines, the Department of Arts and Culture does not have capacity to administer the grant program itself, and it is not possible to recruit personnel to administer this intermittent and one-time grant opportunity, therefore the Department of Arts and Culture will contract with the selected Third Party Administrator (TPA) to develop and launch the SELA Cultural Development Program which will award subgrants to artists and arts-based organizations to fund projects, programs, and initiatives in the Southeast Los Angeles (SELA) region, concurrent with the development of the Cultural Center. OGALS is aware that the County intends to utilize a TPA to administer the grant program. The funded activities for this program may include:

- Arts projects and programs
- Creative career pathways and training
- Arts education initiatives

- Events, concerts, and festivals
- Creative and cultural space needs
- Partnerships with County cultural agencies

The TPA will provide a full suite of services to ensure compliance with State funding requirements, as well as robust outreach and technical assistance to support applicants, many of which are anticipated will be applying for government funding and complying with government compliance requirements for the first time. The TPA will work in close coordination with the Department and will use its communications infrastructure and systems to promote broad access to the grant opportunities, and highlight the supported projects, programs, organizations, and artists for visibility within the region and across LA County.

SOLE SOURCE JUSTIFICATION

Due to the timeline to complete this project (over two years), limited term of the State funding, the Department does not have the time or capacity necessary to implement a comprehensive Request for Proposal process to identify the TPA. Further, The Department therefore requests utilizing a sole source contract with a TPA selected through an abbreviated solicitation process.

The Department consulted internally to identify a short list of four agencies with a history of administering large scale, regional grant projects, experience administering at least one arts program, and that may have the capacity to manage and monitor State funds. The Department contacted leadership of each organization to share information about the project and inquire about their interest. Three organizations confirmed interest in meeting with the Department to learn more about the project. The Department will issue an invitation-only Request for Information (RFI) to the three organizations and will schedule meetings with each to discuss the project and provide additional information to inform the organizations' responses to the RFI. After RFI responses are received and reviewed, the Department will select the most qualified organization and, after expiration of this 30-day notification, will enter into negotiations on a sole source contract. The Department engaged County Counsel which provided its review and guidance in support of this process.

CONCLUSION

Arts and Culture will proceed to issue the RFI to the organizations listed above to assess their interest and qualifications to administer the SELA Cultural Development Fund as its TPA. After the Department selects the most qualified TPA for this project, and after the expiration of this 30-day notification, the Department will negotiate with the selected TPA on a sole source contract for services, unless otherwise instructed by your Board within 30 days. Arts and Culture will work closely with County Counsel during the contracting process and will submit the resulting sole source contract to your Board for approval.

If you have any questions, please contact me at ksakoda@arts.lacounty.gov, or your staff may contact Heather Rigby, Chief Deputy, at hrigby@arts.lacounty.gov.

KS:hr:mm

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