APPENDIX A

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

PARKING CITATION PROCESSING SERVICES

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STANDARD EXHIBITS

A Statement of Work

- Attachment 1 Sample Notices and Correspondence
- Attachment 2 Project Control Document (placeholder)
- Attachment 3 System Configuration and Environment (placeholder)

B Parking Citation Processing Services (PCPS) Requirements

C Service Level Agreement

D Pricing Sheet
[Not Attached to Appendix A (Contract), see Exhibit 5 (Pricing Sheet) of Appendix B (Required Forms)]

- D.1 – Optional Work Schedule

E County's Administration

F Contractor's Administration

G1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

G2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

G3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

H Information Security and Privacy Requirements

I Digital Accessibility Requirements

J Contract Discrepancy Report

K Invoice Discrepancy Report

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
PARKING CITATION PROCESSING SERVICES

This Contract (Contract) made and entered into this ___ day of _____, 20___ by and between the County of Los Angeles (County) on behalf of its Sheriff's Department and _____ (Contractor). Contractor is located at _____.

RECITALS

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

WHEREAS, the County is authorized by, inter alia, California Government Code sections 26227 and 31000 to Contract for goods and services, including the Work (as defined below) contemplated herein; and

WHEREAS, the County issued a Request for Proposals (RFP) for the provision, implementation, maintenance, and support of Parking Citation Processing Services (Services) for the Los Angeles County Sheriff's Department (Department); and

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

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

1.0 APPLICABLE DOCUMENTS

This base document along with Exhibits A through K, and any Attachments thereto, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits and Attachments according to the following priority:

Standard Exhibits (Priority List):

Exhibit A Statement of Work

- Attachment 1 Sample Notices and Correspondence
- Attachment 2 Project Control Document (placeholder)
- Attachment 3 System Configuration and Environment (placeholder)

Exhibit B Parking Citation Processing Services (PCPS) Requirements

Exhibit C Service Level Agreement

Exhibit D Pricing Sheet
[Not Attached to Appendix A (Contract), see Exhibit 5 (Pricing Sheet) of Appendix B (Required Forms)]

- D.1 – Optional Work Schedule

Exhibit E County's Administration

Exhibit F Contractor's Administration

Exhibit G1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit G2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit G3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit H Information Security and Privacy Requirements

Exhibit I Digital Accessibility Requirements

Exhibit J Contract Discrepancy Report

Exhibit K Invoice Discrepancy Report

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Change Notices and Amendments) below and signed by both parties.

2.0 DEFINITIONS

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

2.1.1 Additional Products: Additional components of the PCPS, and related Documentation that Contractor must provide upon the County's request thereof in accordance with Paragraph 3.3.3 (Optional Work) of this Contract, for the PCPS to meet both existing or future PCPS requirements specified by the County, which will update Exhibit D (Pricing Sheet) to this Contract. Once accepted and approved by the County, Additional Products will become part of, and be deemed, the PCPS (as defined herein below) for the purpose of this Contract.

2.1.2 Automated License Plate Recognition (ALPR): System capability that allows the County to upload license plate data to the System online in real-time, as well as alert parking enforcement officers of any "hits" while in use.

2.1.3 Business Day(s): Monday through Friday, excluding County-recognized holidays.

2.1.4 Contract: This agreement executed between the County and Contractor and includes all supplemental agreements amending or extending the Services to be performed. This Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other Work.

2.1.5 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into this Contract with the County to perform or execute the Work covered by this Contract.

2.1.6 Contractor Project Manager: The person designated by Contractor to administer the operations under this Contract.

2.1.7 Correspondence: Correspondence are generated by the PCPS System in response to a written inquiry from a customer/violator regarding any number of parking violation matters, including their citation, initial review, administrative hearing, or customer service.

2.1.8 County Project Director: Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager. All references here forward to County Project Director mean "County Project Director or his/her authorized designee" unless otherwise specified.

2.1.9 County Project Manager: Person designated by County Project Director to manage the operations under this Contract. All references here forward to County Project Manager mean "County Project Manager or his/her authorized designee" unless otherwise specified.

2.1.10 Data Security Guidelines: Means a) all applicable security standards and guidelines that may be published from time to time by any Association, any Card Issuer, any credit/debit card processor or any PIN-Based Debit Network,

including the Visa U.S.A. Cardholder Information Security Program and the Payment Card Industry Data Security Standard; and b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of the County's Policy Manual, which can be accessed at http://countypolicy.co.la.ca.us/ and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County Project Director to Contractor.

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

2.1.12 Deficiency(ies): Any malfunction, error, or defect in the design, development, or implementation of any Work/Service provided hereunder; any error or omission, or deviation from the specifications or mutually agreeable industry standards, or any other malfunctions or error, including the provision of negligent workmanship not performing in accordance with the provisions of this Contract, including Exhibit A (Statement of Work), and Exhibit B (Parking Citation Processing Services (PCPS) Requirements), and any executed Change Notices and Amendments, as determined by County Project Director, at his/her sole discretion.

2.1.13 Documentation: Any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, user manuals, training materials, testing protocols, methodologies, customer technical information and reference materials, quick-reference guides, FAQs specifications, PCPS designs and PCPS design reviews, and all other instructions and information relating to the capabilities, operation, installation and use of the PCPS.

2.1.14 Field Equipment: Contractor provided field-use computing devices, such as handheld electronic ticket-writer devices, portable (mobile) printers, and ALPR devices.

2.1.15 Final Acceptance: The County's written acceptance of full PCPS implementation as evidenced by the County's verification all requirements of and Exhibit B (Parking Citation Processing Services (PCPS) Requirements) to this Contract have been met.

2.1.16 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.

2.1.17 Hold: A request to the Department of Motor Vehicles to place a hold on a vehicle registration renewal.

2.1.18 Implementation Period: The period from the effective date of this Contract through the PCPS' Final Acceptance by the County.

2.1.19 Interface(s): The set of software mechanisms used for the transfer of electronic data, and software commands between computer systems, computer programs, or computer program modules which are conceived, created and/or developed by, or on behalf of Contractor, including the interface(s) to the County's electronic payment processing vendor, Fidelity National Information Services (FIS).

2.1.20 Interactive Voice Response (IVR): A system-integrated interactive voice-response telephone system.

2.1.21 Maximum Fixed Price: The maximum amount to be paid by the County to Contractor for any Optional Work approved by the County to be provided by Contractor in accordance with Paragraph 3.3.3 (Optional Work) of this Contract.

2.1.22 Notices: Notices are generated by the PCPS System automatically when violators have failed to respond to a citation within specified time frames pursuant to the California Vehicle Code (CVC) or Los Angeles County Code (LACC).

2.1.23 Optional Work: PCPS System modifications, Professional Services, and/or Additional Products that may be provided by Contractor to the County throughout the entire term of this Contract upon the County's request and approval in accordance with Paragraph 3.3.3 (Optional Work) and identified appropriately in Exhibit D (Pricing Sheet) to this Contract.

2.1.24 Participating Agencies: County Departments and other agencies who have been authorized by the Sheriff to issue parking citations in the County.

2.1.25 Pay–by–Web: A website with public-facing portal that provides customers a portal to account status and payment information, as well as provides for online electronic payment processing utilizing a direct link (HTTP Secure or "HTTPS" protocol) to the County's electronic payment processing provider, Fidelity National Information Services (FIS).

2.1.26 Pin-Based Debit Network: The national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.

2.1.27 Pool Dollars: The amount allocated under this Contract for the provision by Contractor of Optional Work throughout the entire term of this Contract.

2.1.28 Professional Services: Training, consulting Services, and/or other Services requiring professional expertise that Contractor provides upon the County's request in the form of Optional Work in accordance with Paragraph 3.3.3 (Optional Work) of this Contract.

2.1.29 Reporting District (RD): The geographical reporting districts which the Sheriff divides the County.

2.1.30 Reporting District Number: A four-digit number assigned by the Department to each Reporting District. RD is comprised of a two-digit station or unit identifier, followed by a two-digit geographical location number (00-99) within the station's jurisdiction.

2.1.31 Scofflaw: A vehicle which has encumbered five or more unpaid parking citations.

2.1.32 Services: All Services provided by Contractor under this Contract and related to Parking Citation Processing Services as described in Exhibit A (Statement of Work) of this Contract.

2.1.33 Special Collections: The alternative means of collection of citations that remain unpaid after all the specified processing and collection efforts are completed, which may require Contractor to engage a more vigorous means of collection.

2.1.34 Special Collections Fee: The added fee to the total amount of a citation when payment has not been received within 50 Days of the issue date, and Contractor has initiated a formal Special Collection process to collect on unpaid citations.

2.1.35 Subcontract: An agreement by Contractor and third party to provide Services to fulfill Contractor's performance under this Contract.

2.1.36 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

2.1.37 System: A centralized database system that collects and processes data on general citation processing, including but not limited to, noticing, citation payment history, enhanced collection activity, and scofflaw, as further described in Exhibit A (Statement of Work) to this Contract.

2.1.38 Work: All tasks, deliverables, Services, and other Work performed by or on behalf of Contractor, including the Work required pursuant to this Contract, including Exhibit A (Statement of Work), all other Exhibits attached, and all fully executed Change Notices and Amendments hereto.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, goods, Services, and other Work under this Contract.

3.2 If Contractor provides any tasks, deliverables, goods, Services, or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

3.3 Scope of Work

3.3.1 Implementation

Contractor must provide PCPS implementation Services, including, but not limited to, software and hardware installation, programming modifications, testing, training, and any other Services as required for the successful implementation of the PCPS.

3.3.2 Maintenance and Support (M&S)

Contractor must provide to the County M&S in accordance with this Contract, Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and all Attachments thereto. M & S obligations will commence upon the County's validation of Contractor's successful implementation of each component of the PCPS System, as applicable, and until the termination or expiration of this Contract.

3.3.3 Optional Work

Upon the County's written request and execution of a Change Notice or Amendment pursuant to the terms of this Contract, Contractor must provide

Optional Work, including PCPS System modifications, Additional Products, training, and/or hardware installation and configuration Services, in accordance with this Paragraph 3.3.3 and Exhibit A (Statement of Work) to this Contract. PCPS System modification, Additional Products, and training must only include those products and Services relating to the requirements which were not reflected in the specifications and/or PCPS requirements on the effective date, as determined by County Project Director. Future hardware purchases, installation, and configuration Services for the four-year anniversary Technology Refresh [see Paragraph 3.6 (Technology Refresh) below] must be delivered by Contractor as Optional Work pursuant to an executed Change Notice.

Any PCPS System deficiencies that are discovered during Implementation Period that were not identified by Contractor as part of their proposal submission must be remedied by Contractor and will not be considered Optional Work nor require any additional payment from the County.

Upon the County's request and Contactor's concurrence to provide the Optional Work, Contractor must provide to the County within 15 Business Days of such request, or as agreed to by the parties, a proposed work order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price. Contractor's quotation must be valid for a minimum of 90 Days from submission. Contractor must commence the Optional Work following agreement by the parties with respect to the scope of Optional Work and the Maximum Fixed Price, utilizing an executed Change Notice pursuant to Paragraph 8.1 (Change Notices and Amendments) of this Contract.

Upon completion by Contractor and approval by the County of Optional Work: a) any PCPS System modification and/or Additional Products provided by Contractor in the form of Optional Work will become part of and be incorporated into the PCPS, b) additional/hardware will become part of and be incorporated into the PCPS, c) the PCPS requirements and specifications will be updated to include the new and/or updated requirements, specifications, and/or Additional Products, as applicable, as a result of such Optional Work, and d) Exhibit D.1 (Optional Work Schedule) to Exhibit D (Pricing Sheet) to this Contract will be updated accordingly to add the items of such completed and approved Optional Work.

Optional Work may be performed by Contractor: a) at no additional cost to the County as part of PCPS Implementation or, b) at the applicable pricing terms set forth in Exhibit D (Pricing Sheet) to this Contract, payable by the County utilizing Pool Dollars. Absent an Amendment or Change Notice in accordance with Paragraph 8.1 (Change Notices and Amendments), the Pool Dollars are the aggregate amount available during the term of this Contract for Optional Work.

Delivered products resulting from Optional Work provided by Contractor must not increase M&S Services fees under this Contract.

Any Change Notice or Amendment executed pursuant to this Paragraph 3.3.3 prior to the expiration of this Contract will survive this Contract as though this Contract remained in full force and effect. The expiration of this Contract will not

relieve Contractor of its obligation to perform Optional Work resulting from such Change Notice.

3.4 Approval of Work

All tasks, deliverables, and other Work provided by Contractor under this Contract must have the County's prior written approval from County Project Director. In no event will the County be liable or responsible for any payment prior to such written approval. Furthermore, the County reserves the right to reject any Work not approved by the County.

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

3.5 No Offshore Work

Contractor warrants: a) that all Services will be performed and rendered within and from within the United States, and b) that Contractor must not transmit or make available any of the County's confidential information, the County's intellectual property or any County property, including County materials, to any entity or individual outside the United States.

Specifically, no programming modifications for the County, including customizations, configurations, and Interfaces, may be developed, or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, if such Services are provided without, or do not require access to, County's confidential information, County's intellectual property, or any County property including County materials, outside or from outside the United States.

3.6 Technology Refresh

3.6.1 The parties will agree to a written Technology Refresh Implementation Strategy (TRIS). The TRIS will, among other things, be devised to minimize disruption to County operations. Technology Refresh is intended to update key solution components (hardware/software) with the most contemporaneous and advanced technologies currently available.

3.6.2 At the conclusion of the fourth year, following Final Acceptance of the PCPS, the County and Contractor agree to conduct a hardware/software replacement (Technology Refresh) for all or any subset of the System components as determined solely by County Project Director. Presuming this Contract has been extended beyond the current term by the County, a Technology Refresh will be implemented every five years thereafter. Notwithstanding, the County makes no guarantee that the Technology Refresh(es) will occur, nor does the County guarantee that the Technology Refresh will be conducted in one single deployment during the term of this Contract.

3.6.3 The cost for the Technology Refresh will be borne by the County by means of an approved and executed Change Notice utilizing Pool Dollars. Contractor must secure the lowest possible pricing for the Technology Refresh, minus any bulk

purchase discounts as applicable, plus a not-to-exceed 10% markup for handling (e.g., purchasing and administration, setup/configuration, and removal of old replacement hardware). The not-to-exceed 10% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax.

3.6.4 Contractor must ensure that all key solution components (hardware/software) for the data center remain under manufacturer and/or extended warranty throughout the entire term of the Contract. Any Work performed as a result of Contractor's failure to procure and maintain warranties for all key solution components, will not be billable to the County.

3.6.5 The County and Contractor agree that Contractor will not be subject to remedies for any Downtime resulting from any Technology Refresh, provided Contractor is fully compliant with the agreed-upon processes described in the TRIS.

4.0 TERM OF CONTRACT

4.1 The resultant Contract will be effective upon execution by the Board, and will have an Initial Term of four years commencing upon the County's Final Acceptance of the PCPS, with the option to extend for three one-year periods (Option Terms), for a maximum contract term of seven years.

4.2 At the end of the Initial Term, the County may, at its sole option, exercise any Option Terms, subject to, among others, the County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. Each such Option Term will be exercised at the sole discretion of the County, as authorized by the County Board of Supervisors (Board) in accordance with Paragraph 8.1 (Change Notices and Amendments) of this Contract. If the County elects not to exercise its option to extend at the end of the Initial Term, the remaining Option Terms will lapse.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases will be used for a variety of purposes, including determining whether the County will exercise a Contract term option period.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The prices and fees payable by the County to Contractor for performing all Services and any other Work required under this Contract are as set forth on Exhibit D (Pricing Sheet). Such prices and fees are firm and fixed for the term of this Contract. Contractor will not be entitled to payment or reimbursement for any other Services or any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Contract.

5.1.2 Special Collections Fees must be charged to the customer (citation holder or violator) as defined in Exhibit A (Statement of Work) to this Contract, and in accordance with the rates identified in Exhibit D (Pricing Sheet) to this Contract. The Special Collections Fee will remain firm and fixed for the term of this Contract.

5.1.3 The monthly Contract Sum will be the total monetary amount payable by the County to Contractor on a monthly basis, for providing the Work specified under this Contract for the term of this Contract, including all Option Terms.

The total monthly monetary amount payable includes a per-citation processing cost and monthly hardware usage costs, and must in no event, expressly or by implication, exceed the rates set forth in Exhibit D (Pricing Sheet) to this Contract.

5.1.4 Exhibit D (Pricing Sheet) to this Contract includes a one-time cost to the County for the implementation and/or configuration of each of the following:

- IVR subsystem.
- Pay-by-Web website.
- the ALPR systems.

The one-time configuration costs will in no event, expressly or by implication, exceed the rates set forth in Exhibit D (Pricing Sheet) to this Contract.

5.2 Written Approval for Reimbursement

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

5.3 No Payment for Services Provided Following Expiration-Termination of Contract

5.3.1 Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor.

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

5.4 Invoices and Payments

5.4.1 Contractor must invoice the County only for providing the tasks, goods, Services, and other Work specified in Exhibit A (Statement of Work) to this Contract and elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by the County under the terms of this Contract.

5.4.2 Contractor's invoices must be priced in accordance with Exhibit D (Pricing Sheet) to this Contract.

5.4.3 Contractor must submit electronic copies of their monthly invoices to County Project Manager, as specified in Exhibit E (County's Administration) to this Contract, by the 15th Day of the month following the month of Service.

5.4.3.1 Invoice Content

Contractor's invoices must describe the tasks, deliverables, goods, Services, and/or other Work for which payment is claimed. Contractor's invoice(s) and supporting documentation must contain the following:

a. Contractor's name, address, and telephone number.

b. County Contract number.

c. Invoice number and date.

d. The total number of billable citations processed for the one-month period.

e. The per-citation processing cost.

f. The total charge for citation processing.

g. The monthly equipment usage and maintenance for:

   i. Handheld electronic ticket-writer devices and portable (mobile) printers.
   ii. Monthly wireless communications cost (per device).
   iii. ALPR systems.

h. One-time implementation costs (as applicable):

   i. IVR.
   ii. Pay-by-Web website.
   iii. Configurations to the ALPR systems.

i. The invoice total.

5.4.4 The prices in Exhibit D (Pricing Sheet) to this Contract are inclusive of all applicable taxes. It is Contractor's responsibility to ensure that all such taxes are paid to the appropriate regulating body.

5.4.5 Payments

Provided that Contractor is not in default under any provision of this Contract, the County will pay all invoice amounts to Contractor within 30 Days of receipt of invoices that have not been disputed in accordance with Paragraph 5.7 (Invoice Discrepancies) below. The County's failure to pay within the 30-Day period, however, will not be deemed as automatic invoice approval or Acceptance by the County of any deliverable for which payment is sought, nor will it entitle Contractor to impose an interest or other penalty on any late payment.

5.4.6 County Approval of Invoices

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

5.4.7 Preference Program Enterprises – Prompt Payment Program

Certified Preference Program Enterprises (PPEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.5 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under this Contract. Correspondingly, Contractor must not have unresolved disallowed costs in excess of $100,000 that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined at the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of this Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of $100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, at the sole opinion of the County, or have been resolved.

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

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or Services provided under an agreement/Contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

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

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

5.6.4 At any time throughout the term of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on

specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.7 Invoice Discrepancies

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit E (County's Administration) to this Contract. The County will notify Contractor in writing of any changes as they occur.

6.2 County Project Director

6.2.1 The role of County Project Director may include:

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

b. Approving Contractor Project Manager, as further specified in Paragraph 7.3 (Approval of Contractor's Staff) of this Contract.

c. Inspecting all Work provided by or on behalf of Contractor.

d. Providing direction to Contractor, upon Contractor's request, in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

6.2.2 Except as set forth in Paragraph 8.1 (Change Notices and Amendments) of this Contract, County Project Director is not authorized to make any change in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County Project Manager

6.3.1 The role of County Project Manager is authorized to include:

a. Meeting with Contractor Project Manager on a regular basis.

b. Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event will Contractor's

obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

c. Interfacing regularly with Contractor. County Project Manager will advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

6.3.2 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract unless otherwise stated in this Contract, including but not limited to Paragraph 8.1 (Change Notices and Amendments) of this Contract.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following Paragraphs is designated in Exhibit F (Contractor's Administration) to this Contract. Contractor must notify the County in writing in accordance with Paragraph 8.1 (Change Notices and Amendments) of this Contract of any change as it occurs.

7.2 Contractor Project Manager

7.2.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 Contractor's Project Manager will be responsible for the Contractor's day-to-day activities, including but not limited to all administrative and technical matters and submission of reports, as related to this Contract.

7.2.3 Contractor's Project Manager will serve as Contractor's primary point of contact with the County and will be responsible for the overall management, coordination, and successful performance of Contractor's obligations under the Contract. Contractor's Project Manager will coordinate and supervise Contractor personnel and Subcontractors, manage the project schedule and deliverables, monitor performance and quality, promptly address deficiencies and corrective actions, and ensure that all services, deliverables, documentation, and other Contract requirements are completed in accordance with the Statement of Work and Contract requirements.

7.2.4 Contractor Project Manager must be a full-time permanent employee of Contractor and must maintain regular communication with the County's Project Manager, promptly notify the County of any actual or anticipated delays, issues, risks, or circumstances that may affect performance, and coordinate resolution of such matters.

7.2.5 Contractor Project Manager is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Manager will also oversee invoicing and supporting documentation, ensure completion of all outstanding obligations and corrective actions, and coordinate with the County on final acceptance, transition, and contract closeout activities.

7.2.6 Contractor Project Manager must have five years of experience in the management of Work requirements for PCPS similar in type and complexity to the Work described herein. Contractor Project Manager will be deemed acceptable only after approval by the County Project Director. Contractor must submit resumes of its proposed Contractor Project Manager and one alternate to County Project Director for review and approval.

7.2.7 Contractor Project Manager must be available to meet in person and confer with County Project Director, at least monthly, or more frequently as necessary, to discuss any of the Work under this Contract.

7.3 Approval of Contractor's Staff

7.3.1 The County has the absolute right to approve or disapprove any and all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff.

7.3.2 County Project Manager has the right to approve or disapprove any proposed replacement for Contractor Project Manager. If Contractor desires to replace, or if the County, at its sole discretion, requires removal of, either Contractor Project Director or Contractor Project Manager, Contractor must provide the County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person's assignment to these positions.

7.3.3 The County will not unreasonably delay its approval of Contractor's replacement staff. Any approved changes must be processed in accordance with Paragraph 8.1 (Change Notices and Amendments) below.

7.4 Background and Security Investigations

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

7.4.2 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be removed immediately from performing Services under this Contract. Contractor must comply with the County's request at any time during the term of this Contract. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 The County, at its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.4.5 These terms will also apply to Subcontractors of Contractors.

7.5 Confidentiality

7.5.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

7.5.3 Contractor must inform all of its officers, employees, agents and Subcontractors providing Services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor must sign and adhere to the provisions of Exhibit G1-IT (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement) to this Contract.

7.5.5 Contractor must cause each employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit G2-IT (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement) to this Contract.

7.5.6 Contractor must cause each non-employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit G3-IT (Contractor Non-

Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement) to this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

No representative or employee of the County or Contractor, including those named in this Contract, is authorized to make changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1. The County reserves the right to change any portion of the Services required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision(s) must be accomplished in the following:

8.1.1 For any change that does not materially affect the scope of Work, period of performance, Contract term, rates, fees, amount or schedule of payments, or any other term or condition included under this Contract, or for any change requiring expenditure of Pool Dollars, a Change Notice must be mutually agreed upon and executed by Contractor Project Manager and County Project Director.

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

8.1.2 For any change that materially affects the scope of Work, period of performance, Contract term, rates, fees, amount or schedule of payments, or any other term or condition included under this Contract, an Amendment to this Contract must be mutually agreed upon and executed by Contractor and the Board.

8.1.3 During the term of this Contract, the Board or Chief Executive Officer reserves the right to require the addition of and/or change to certain terms and conditions of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such changes, an Amendment to this Contract will be prepared and executed by Contractor and the Sheriff, or his authorized designee.

8.1.4 Notwithstanding Paragraphs 8.1.1, and 8.1.3 above, to: a) exercise any Option Term of this Contract in accordance with Paragraph 4.0 (Term of Contract), b) effectuate modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below, c) any change that incorporates new technologies, methodologies, and techniques into the PCPS System or any of its components, consistent with Paragraph 9.4 (New Technology) of this Contract, d) adding any interfaces required to fully implement all features, e) any increase or decrease in the number of County-required handheld electronic ticket-writer devices, and/or ALPR systems, provided that change does not increase the Maximum Contract Sum and f) terminate this Contract by the provision of a 10-Day written notice, an Amendment to this Contract will be prepared and executed by Contractor and the Sheriff, or his authorized designee.

8.1.5 Project Control Document

Pursuant to Paragraph 5.1 (Develop a Project Control Document (PCD)) of Exhibit A (Statement of Work) to this Contract, Contractor must deliver to the County a Project Control Document (PCD). The PCD will be derived for all Work relating to PCPS implementation Services.

Changes to the PCD must only be made upon mutual written agreement, by both the County and Contractor via an executed Change Notice to this Contract, provided that both parties agree to alter the project schedule such that it does not prejudice either party's right to claim that such alterations constitute an Amendment to this Contract that will be governed by the terms of Paragraphs 8.1.3 and 8.1.4 above.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract without the prior written consent of the County, at its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent, will be null and void. For purposes of this Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the Board adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

8.5 Complaints

Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints which include the following requirements:

a. Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's procedures for receiving, investigating and responding to user complaints.

b. The County will review Contractor's procedures and provide Contractor with approval of said procedures or with requested changes.

c. If the County requests changes in Contractor's procedures, Contractor must make such changes and resubmit the procedures within ten Business Days for County approval.

d. If, at any time, Contractor wishes to change Contractor's procedures, Contractor must submit proposed changes to the County for approval before implementation.

e. Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within five Business Days of receiving the complaint.

f. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

g. Copies of all written responses must be sent to County Project Manager within five Business Days of mailing them to the complainant.

8.6 Compliance with Applicable Laws

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

8.6.2 Contractor must indemnify, defend, and hold harmless the County and its elected officials, officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this

Paragraph 8.6 (Compliance with Applicable Laws), any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County at its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 (Compliance with Applicable Laws) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County at its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

a. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

b. Contractor periodically conducts a self-analysis or utilization analysis of its work force.

c. Contractor has a system for determining if its employment practices are discriminatory against protected groups.

d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its employees will receive from Contractor, on an annual basis, no less than five Days of regular pay

for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Paragraph 8.8.2 (Written Employee Jury Service Policy), "Contractor" means a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: a) the lesser number is a recognized industry standard as determined by the County, or b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for the County under this Contract, Subcontractor is also subject to the provisions of this Paragraph 8.8.2 (Written Employee Jury Service Policy). The provisions of this Paragraph 8.8.2 (Written Employee Jury Service Policy) will be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the Agreement.

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

8.8.2.4 Contractor's violation of this Paragraph 8.8.2 (Written Employee Jury Service Policy) may constitute a material breach of this Contract. In the event of such material breach, the County may, at its sole discretion, terminate this Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.9 (Conflict of Interest) will be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board will be presented to the Board. The Board will

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

d. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, at its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.

e. The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms and procedures will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at Contractor's place of business. Contractor must also encourage its Subcontractors, if any, to post this poster in a prominent position in Subcontractor's place of business.

Contractor, and its Subcontractor(s), can access posters and other program material at babysafela.org.

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.16.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs will be repaid by Contractor by payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and

regulations. Contractor must obtain from all its employees and Subcontractors performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County, or both, in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

8.18.2 The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notice prepared pursuant to Paragraph 8.1 (Change Notices and Amendments) above and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Notices and Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, pandemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), civil disorders, freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party [such events are referred to in this Paragraph 8.20 (Force Majeure) as "force majeure events"].

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.20 (Force Majeure), the term “Subcontractor” and “Subcontractors” mean Subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

8.22.4 Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality) above.

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees),

arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under this Contract must be conducted by Contractor and performed by counsel selected by Contractor. The County will provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, the County will have the right to participate in any such defense at its sole cost and expense.

Contractor must pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein will be construed as a waiver of County's sovereign immunity.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant of this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor from liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to the County at the address listed in Exhibit E (County's Administration) to this Contract and provided prior to commencing Services under this Contract.

8.24.2.2 Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts

of any policy deductibles or self-insured retentions exceeding $50,000 and list any County-required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to County's Contract Analyst identified in Exhibit E (County's Administration) to this Contract.

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

8.25.1 Commercial General Liability Insurance

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

General Aggregate:……$2 million

Products/Completed Operations Aggregate:……..$1 million

Personal and Advertising Injury:…….....$1 million

Each Occurrence:……$1 million

8.25.2 Automobile Liability Insurance

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

8.25.3 Workers Compensation and Employers' Liability Insurance

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

8.25.4 Professional Liability-Errors and Omissions

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

8.25.5 Technology Errors & Omissions Insurance

Contractor must secure and maintain 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 must, at a minimum, include: a) systems analysis, b) systems programming, c) data processing, d) systems integration, e) outsourcing including outsourcing development and design, f) systems design, consulting, development and modification, g) training Services relating to computer software or hardware, h) management, repair and maintenance of computer products, networks and systems, i) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, j) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other Services provided by Contractor with limits of not less than $2 million.

8.25.6 Cyber Liability Insurance

Contractor must secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and in the aggregate during the term of this Contract, including coverage for: network security liability, privacy liability, privacy regulatory proceeding, defense, response, expenses and fines, technology professional liability (errors and omissions), privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs), system breach, denial or loss of service, introduction, implantation, or spread of malicious software code, unauthorized access to or use of computer systems, and Data/Information loss and business interruption, any other liability or risk that arises out of this Contract. Contractor must add the

County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during this Contract.

8.26 Liquidated Damages

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

8.26.2 If the County determines that there are deficiencies in the performance of this Contract that the County deems are correctable by Contractor over a certain time span, the County will provide a written notice using Exhibit J (Contract Discrepancy Report (CDR)) to this Contract, to Contractor to correct the deficiency. Upon receipt of a CDR, Contractor is required to respond in writing to County Project Manager within ten Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Should Contractor fail to correct deficiencies within said time frame, the County may:

a. Deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract sum.

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 Contractor to correct a Deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per day per infraction, or as specified in Exhibit C (Service Level Agreement) to this Contract, and that Contractor must be liable to the County for liquidated damages in said amount, which will be deducted from the County's payment to Contractor.

c. Upon giving five Days' notice to Contractor for failure to correct the Deficiencies, the County may correct any and all Deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 above, must not be construed as a penalty, but as adjustment of payment to Contractor to recover the County costs due to

the failure of Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph 8.26 (Liquidated Damages) must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Exhibit C (Service Level Agreement) to this Contract or Paragraph 8.26.2 above, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If Contractor's prices decline, or if Contractor at any time during the term of this Contract provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County. The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 8.27 by review of Contractor's books and records.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

a. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

b. Contractor periodically conducts a self-analysis or utilization analysis of its workforce.

c. Contractor has a system for determining if its employment practices are discriminatory against protected groups.

d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

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

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

8.28.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract, upon which the County may terminate or suspend this Contract. The County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated. In addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of $500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28.9 The terms and procedures of this Paragraph 8.28 (Nondiscrimination of Affirmative Action) will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and must be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration) to this Contract. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

8.36.1 Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by

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

a. Contractor must develop all publicity material in a professional manner.

b. During the term of this Contract, Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or any seals of the County or its departments without the prior written consent of County Project Director. The County will not unreasonably withhold written consent.

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

8.37 Record Retention and Inspection-Audit Settlement

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

8.37.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Contract may not be subcontracted by Contractor **without the advance approval of the County**. Any attempt by Contractor to Subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If Contractor desires to Subcontract, Contractor must provide the following information promptly at the County's request:

a. A description of the Work to be performed by the Subcontractor.

b. A draft copy of the proposed Subcontract.

c. Other pertinent information and/or certifications requested by the County.

8.39.3 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

8.39.4 Contractor must remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to Subcontract, notwithstanding the County's approval of Contractor's proposed Subcontract.

8.39.5 The County's consent to Subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing Services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

8.39.6 County Project Director is authorized to act for and on behalf of the County with respect to approval of any Subcontract and Subcontractor employees. After approval of the Subcontract by the County, Contractor must forward a fully executed Subcontract to the County for their files.

8.39.7 Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to Subcontract.

8.39.8 Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any Work hereunder, Contractor must ensure delivery of all such documents to County Contract Analyst as designated in Exhibit E (County's Administration) to this Contract.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) below and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

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

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

a. Stop Work under this Contract on the date and to the extent specified in such notice.

b. Complete performance of such part of the Work, as well as Work not affected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.

8.41.3 All material, including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) above.

8.42 Termination for Default

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

a. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Contract.

b. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract.

c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms.

d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including, but not limited to Exhibit A (Statement of Work), Exhibit B (Parking Citation Processing Services (PCPS) Requirements), and Exhibit C (Service Level Agreement) to this Contract.

e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure or breach, except that Contractor must be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

8.42.2 In the event that the County terminates this Contract as provided in Paragraph 8.42.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and Services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and Services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 8.42 (Termination for Default).

8.42.3 Except with respect to defaults of any Subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state government in its sovereign capacities, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, civil disorders, 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 Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default), it is determined by the County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) above.

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

8.43 Termination for Improper Consideration

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

8.43.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861, fraud@auditor.lacounty.gov or https://fraud.lacounty.gov/.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

c. The appointment of a Receiver or Trustee for Contractor.

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

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.52 Time Off for Voting

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

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

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

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

8.53.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.54 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the County Code (Fair Chance Ordinance for Employers). Contractor's violation of this Paragraph 8.54 may constitute a material breach of this Contract. In the event of such material breach, the County may, at its sole discretion, terminate this Contract.

8.55 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (https://ceop.lacounty.gov/). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

8.56 Prohibition from Participation in Future Solicitation(s)

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

8.57 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's OSHA (Cal/OSHA)'s regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors are prohibited from making a contribution of more than $500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this Paragraph 8.58 may be a material breach of this Contract, as determined at the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

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

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

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

b. Replace the questioned equipment, part, or software product with a non-questioned item.

c. Modify the questioned equipment, part, or software so that it is free of claims.

9.1.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.2 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 the 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.

9.3 Representations and Warranties

9.3.1 General Warranties

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

a. Contractor must comply with the description and representations (including, but not limited to, deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, Exhibit A (Statement of Work) and Exhibit B (Parking Citation Processing Services (PCPS) Requirements) to this Contract, and all Attachments thereto.

b. Unless specified otherwise herein, the PCPS must be free from material Deficiencies.

c. The Maintenance and Support service levels must not degrade during the entire term of this Contract.

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

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

9.3.2 Standard of Services

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

9.3.3 System Warranties and Problem Resolution

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

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

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

b. Any PCPS enhancements or upgrades must be backward compatible with the County's standard browser(s) and operating system version(s) operated on County workstations.

c. The PCPS, must be capable of delivering all the functionality and meeting all requirements as set forth in this Contract, including and Exhibit B (Parking Citation Processing Services (PCPS) Requirements) to this Contract and security requirements.

d. The PCPS must meet requirements listed in and Exhibit B (Parking Citation Processing Services (PCPS) Requirements) to this Contract within Contractor's control, including, but not limited to, those relating to response time and PCPS Availability, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract. All PCPS performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, will be deemed Severity Level 1 or Severity Level 2, as determined and mutually agreed upon by the parties.

9.3.4 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 9.3.4 may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County's other rights under this Paragraph 9.3.4 and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this Paragraph 9.3.4. The provisions of this Paragraph 9.3.4 will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the PCPS from loss or damage by any cause. Contractor bears the full risk of loss or damage to the PCPS and any PCPS data by any cause other than resulting from force majeure or the County's sole fault, to include the repair or replacement by Contractor, at its own expense, of the non-conforming PCPS component(s), as well as an assessment of Service Credits and any other corrective measures specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Contract.

9.3.5 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 9.3 (Representations and Warranties) will constitute a material breach, upon which, in addition to the County's other rights and remedies set forth herein, the County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Contract in accordance with Paragraph 8.42 (Termination for Default) of this Contract.

9.4 New Technology

9.4.1 Without limiting Contractor's obligation to provide the County Updates, Contractor and the County acknowledge the probability that the technology of the PCPS or any of its components provided under this Contract will change and improve during the term of this Contract. The County desires the flexibility to

incorporate into the PCPS any new technologies, as they may become available. Accordingly, Contractor Project Manager must, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies, and techniques, other than updates, that Contractor considers being applicable to the PCPS or any of its components.

9.4.2 Specifically, upon the County's request, Contractor must provide, in writing a description of such new technologies, methodologies, and techniques, and must indicate the advantages and disadvantages of incorporating the same into the PCPS, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the PCPS or any of its components. The County, at its sole discretion, may request that this Contract be amended to incorporate the new technologies, methodologies, and techniques into the PCPS or any of its components pursuant to the provisions of Paragraph 8.1 (Change Notices and Amendments) of this Contract.

9.5 Digital Accessibility Requirements

For any and all websites, webpages, and mobile applications that Contractor designs, hosts, implements or manages on behalf of the County, Contractor must comply with Exhibit I (Digital Accessibility Requirements) to this Contract all applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the Web Content Accessibility Guidelines (WCAG 2.1), as they may be amended or updated from time to time. Contractor must also promptly comply, without additional cost to the County, with any amendments or updates to these accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of this Contract.

9.6 Local Small Business Enterprise (LSBE) Preference Program

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

9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.6.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:

a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded.

b. In addition to the amount described in subdivision a. above, be assessed a penalty in an amount of not more than ten percent of the amount of this Contract.

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

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

9.7 Social Enterprise (SE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the County Code.

9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:

a. Pay to the County any difference between this Contract amount and what the County's costs would have been if the Contract had been properly awarded.

b. In addition to the amount described in subdivision a. above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract.

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

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the County Code.

9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor must:

a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded.

b. In addition to the amount described in subdivision a. above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract.

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a Contract award.

10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.3	No Payment for Services Provided Following Expiration/Termination of Agreement
Paragraph 7.5	Confidentiality
Paragraph 8.1	Change Notices and Amendments

Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.56	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Patent, Copyright and Trade Secret Indemnification
Paragraph 9.5	Digital Accessibility Requirements
Paragraph 10.0	Survival

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

CONTRACTOR NAME

By _____

Name

_____

Title

_____

Date

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

_____

Date

ATTEST:

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

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Michele Jackson
Principal Deputy County Counsel