



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: November 7, 2019
TIME: 1:00 p.m. – 2:30 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Two (2) minutes are allowed for each item.

1. **Call to order – Mark Baucum/Gevork Simdjian**
2. **Public Comment**
(2 minutes each speaker)
3. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
AGREEMENT WITH THE INFORMATION AND REFERRAL
FEDERATION OF LA COUNTY, INCORPORATED, DBA 211 LA
COUNTY, FOR INFORMATION AND REFERRAL PROGRAM
SERVICES
CEO/ SIB – Harvey Kawasaki, CEO Manager and Gevik Shahverdian, Senior
Analyst
 - B) Board Letter:
CAD MAINTENANCE – CONTRACT WITH NORTHROP GRUMMAN
FIRE – Robert Sawyer, Departmental Chief Information Officer, Tony Sereno,
Information Technology Manager I, and Jenny Carney, Administrative Services
Manager I
4. **PRESENTATION/DISCUSSION ITEMS:**

None available at this time.

CONTINUED ON PAGE 2

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

(5 minutes)

- A. Board Letter:
APPROVAL OF A SOLE SOURCE AGREEMENT WITH PHILLIPS
HEALTHCARE
DHS – Dr. Christina R. Ghaly, Director or designee

- B. Board Letter:
EXERCISE FIVE-YEAR OPTION TO EXTEND TERM-LEASE NO. 70586
MUSEUM OF NATURAL HISTORY
CEO/RE – Michael Navarro, Chief Program Specialist

- C. Board Letter:
SEVEN YEAR LEASE AMENDMENT FOR USE OF OFFICE AND
PARKING SPACE BY THE DISTRICT ATTORNEY
CEO/RE – Michael Navarro, Chief Program Specialist

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	11/7/2019	
BOARD MEETING	12/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	All 5 Districts	
DEPARTMENT	Chief Executive Office	
SUBJECT	Approval of contract with 211 LA County	
PROGRAM	Information and Referral Program Services	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Contract needs to be executed by December 31, 2019	
COST & FUNDING	Total cost: \$18,674,208	Funding source: CEO and participating departments will fund: DPSS, DCFS, WDACS, DHS, DPH, DMH
	TERMS (if applicable): This will be a two-year contract from January 1, 2020 through December 31, 2021.	
	Explanation: Additional Special Projects from various participating departments, and their respective funding are also included.	
PURPOSE OF REQUEST	To award the contract to 211 LA County, and continue ongoing Information and Referral Program Services provided to LA County's residents.	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> • 211 LA was selected as a result of a competitive RFP process. • Negotiated amount for the new Contract is higher than the current Contract, and the needed funding will be provided through Board approved PFU funds by CEO. • All five Board Offices were recently briefed by the CEO regarding strategy for securing Information and Referral (I&R) services for the County. 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Harvey Kawasaki, 213-974-4603 • Gevik Shahverdian, 213-974-1334 	



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

DRAFT

December 3, 2019

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

Dear Supervisors:

**APPROVAL OF CONTRACT WITH THE INFORMATION AND REFERRAL
FEDERATION OF LOS ANGELES COUNTY, INC., DBA 211 LA COUNTY, FOR
INFORMATION AND REFERRAL PROGRAM SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

This recommendation by the Chief Executive Office (CEO) seeks the Board of Supervisors' (Board) approval to execute a two-year Contract with The Information and Referral Federation of Los Angeles County, Inc., dba 211 LA County (211 LA County), to provide general and specialized Information and Referral services for the period of January 1, 2020 through December 31, 2021.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the CEO, or designee, to execute a two-year Contract, between the County of Los Angeles (County) and 211 LA County. Under this Contract, 211 LA County will provide general and specialized Information and Referral (I&R) Program services through the 2-1-1 dialing code, for a two-year maximum cost of \$18,674,208, expiring on December 31, 2021. The agreement will be approved as to form by County Counsel.
2. Delegate authority to the CEO, or designee, to execute amendments to this Contract that do not exceed more than a ten percent (10%) increase or decrease in the total Contract sum. Amendments may be needed to provide additional services; comply with changes in Federal, State, County requirements; implement or terminate temporary specialized projects; update Contract terms and conditions;

"To Enrich Lives Through Effective And Caring Service"

or terminate the Contract for convenience. The approval of County Counsel will be obtained prior to executing such amendments.

3. Approve and authorize the CEO, or designee, to complete all necessary actions to accept \$169,500 in funding per year from the United Way, Inc. (UW), for Fiscal Year (FY) 2019-20 (per the attached agreement), FY 2020-21, and FY 2021-22.
4. Approve the attached appropriation adjustment to transfer \$500,000 from the Provisional Financing Uses (PFU) Budget Unit to the Departments of Children and Family Services (DCFS), Public Social Services (DPSS), Mental Health (DMH), Health Services (DHS), Public Health (DPH), Workforce Development, Aging and Community Services (WDACS), and the CEO to fund I&R Program services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

211 LA County Contract

The current Contract with 211 LA County provides health and human services, and general and specialized Information and Referral (I&R) Program services through the 2-1-1 dialing code for CEO, which will expire on December 31, 2019. The recommended action will allow the current services to continue under the new Contract. The Contract was designed to provide I&R Program services for a minimum of 390,000 callers annually in the areas of health and human services, which includes the unincorporated community services/code enforcement, through the 2-1-1 dialing code. Services rendered include:

1. Ensuring callers are directly connected to a service provider who can address their needs (*warm hand-offs*) on all crisis, abuse, and neglect calls, including those for DCFS Child Abuse Hotline, WDACS Elder Abuse Hotline, DMH ACCESS Hotline, and the Safely Surrendered Baby Hotline.
2. Assisting residents with unincorporated community services/code enforcement requests and conducting similar *warm hand-offs* to appropriate departments' representatives.
3. Providing I&R Program services to constituents seeking assistance through the America's Job Centers of California, Area Agency on Aging, and LA Found hotline, all funded by WDACS.
4. Making emergency information and resources available to the public, whenever the County's Emergency Operations Center is activated, or a significant emergency is impacting the County.

5. Delivering services through special projects, such as: DCFS' Family Reunification Housing Subsidy Initiative; DCFS' Early Education Enrollment and Care Coordination; WDACS' Anti-Hate Campaign; CEO's Homeless Initiative Countywide Outreach System; and DMH's Community Schools Initiative. Attachment A provides further details about special projects and their respective funding allocations. Each special project will continue until the designated funding is exhausted or the Contract expires.

The Contractor will be required under this agreement to handle a minimum annual volume of 390,000 calls, inclusive of all special projects, through the 2-1-1 dialing code or existing toll-free telephone numbers.

Contract Management and Monitoring

The CEO is responsible for overall management of the Contract, and the following departments: WDACS, DCFS, DHS, DPH, DMH, and DPSS will continue to share funding responsibility for the County's 2-1-1 system. In addition, DPSS will be responsible for monitoring the Contract. Also, the 2-1-1 Oversight Committee comprised of representatives of involved County departments will meet regularly to provide support in evaluating Contract performance and work with 211 LA County to resolve issues related to call capacity, call handling, and data updates.

United Way, Inc.

Since September 5, 2006, the Board has approved annual agreements to accept funding contributions from United Way, Inc., to offset the DPSS Program match expenditures related to I&R Program services provided through 211 LA County. For FY 2019-20, the amount of United Way, Inc., funds to be deposited upon Board approval is \$169,500. Additionally, upon Board approval and UW's agreement, the appropriate amount of UW funding for upcoming two FYs (projected to be the same annual amount) will be processed and received to cover the term of the Contract.

Implementation of Strategic Plan Goals

Approval of the recommendations is consistent with all three goal areas of the County Strategic Plan:

- Goal 1: Make Investments That Transform Lives
- Goal 2: Foster Vibrant and Resilient Communities
- Goal 3: Realize Tomorrow's Government Today

FISCAL IMPACT/FINANCING

The total Contract sum will be \$18,674,208. The Year One cost is \$9,333,146, and the Year Two cost is \$9,341,062. The County's allocation of funding for the Contract is detailed in Attachment A. A portion of this cost (\$169,500 annually) is offset by the program match from the UW.

Based on the new negotiated amount for the core I&R Program services (excluding the special projects), the County has allocated an additional \$1 million on an annual basis for the term of the Contract. This additional funding has been previously approved by the Board and placed in the PFU Budget Unit. Upon approval of the attached appropriation adjustment, \$500,000 will be transferred to the participating departments for FY 2019-20 to cover the period of January 1, 2020 through June 30, 2020. The remaining balance will be transferred to the departments in future fiscal years via appropriation adjustments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Section 26227 of the Government Code, the Board may appropriate and fund programs deemed by the Board to be necessary to meet the social needs of the population of the County, including, but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, legal services; and the needs of financially, physically, mentally challenged, and aged persons.

In 1980, the Board adopted the first contract with 211 LA County (then known as Info Line) to provide I&R Program services to all County residents. On October 16, 2003, the California's Public Utilities Commission designated 211 LA County as the sole provider of 2-1-1 I&R Program services to the County.

CONTRACTING PROCESS

The CEO released a Request for Proposals (RFP) on October 12, 2017. The RFP was posted on the County's Doing Business with Us website. The County also sent the proposal directly to information and referral services providers throughout the country. The County received three proposals by the deadline of November 30, 2017. Two of the proposals did not meet the minimum qualifications established in the RFP, and the proposers were disqualified. Both proposers requested a Disqualification Review. The Disqualification Review was completed on April 4, 2018 and confirmed the disqualification of both proposers for failure to demonstrate that they met the RFP's minimum qualifications. CEO convened an Evaluation Committee with representatives from DCFS, DMH, CEO, DPSS, and WDACS. The Evaluation Committee reviewed the one remaining proposal and recommended 211 LA County be awarded the new contract.

The Honorable Board of Supervisors
December 3, 2019
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The County entered into contract negotiations and successfully negotiated a new contract with 211 LA County. The negotiated contract includes all of the standard County contracting terms and conditions with no exceptions.

A competitive solicitation process resulted in the recommendation of 211 LA County as the provider for the new Contract.

IMPACT ON CURRENT SERVICES

The new Contract will enable uninterrupted I&R Program services for the public provided by 211 LA County. Service levels will be updated and revised in the new Contract. All crisis services, such as Elder Abuse, Child Abuse, and Mental Health crisis needs will continue to be provided twenty-four (24) hours a day, seven (7) days a week.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD
HK:GS:yy

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Children and Family Services
Health Agency
Health Services
Mental Health
Public Health
Public Social Services
Workforce Development, Aging and Community Services

ATTACHMENT A

COUNTYWIDE INFORMATION AND REFERRAL PROGRAM SERVICES FUNDING ALLOCATION

<i>Core I&R Services Participating Departments</i>	<i>Year 1 (2020)</i>	<i>Year 2 (2021)</i>	<i>Total</i>
Chief Executive Office - Countywide Emergency Hotline	\$ 31,579	\$ 31,579	\$ 63,158
Chief Executive Office - Unincorporated Help Line	\$ 197,131	\$ 197,131	\$ 394,262
Department of Children and Family Services	\$ 242,836	\$ 242,836	\$ 485,672
Workforce Development, Aging & Community Services	\$ 1,173,520	\$ 1,173,520	\$ 2,347,040
Department of Mental Health	\$ 242,836	\$ 242,836	\$ 485,672
Department of Health Services	\$ 242,836	\$ 242,836	\$ 485,672
Department of Public Health	\$ 242,836	\$ 242,836	\$ 485,672
Department of Public Social Services	\$ 5,222,958	\$ 5,222,958	\$ 10,445,916
Total	\$ 7,596,532	\$ 7,596,532	\$ 15,193,064

<i>Special Projects</i>	<i>Year 1 (2020)</i>	<i>Year 2 (2021)</i>	<i>Total</i>
DCFS - Early Education Enrollment and Care Coordination	\$ 232,179	\$ 232,179	\$ 464,358
DCFS - Family Reunification Housing Subsidy Initiative	\$ 224,598	\$ 224,598	\$ 449,196
WDACS - Anti-Hate Campaign	\$ 227,753	\$ 227,753	\$ 455,506
CEO - Homeless Initiative Countywide Outreach System	\$ 60,000	\$ 60,000	\$ 120,000
DMH - Community Schools Initiative	\$ 992,084	\$ 1,000,000	\$ 1,992,084
Total	\$ 1,736,614	\$ 1,744,530	\$ 3,481,144

Grand Total	\$ 9,333,146	\$ 9,341,062	\$ 18,674,208
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FISCAL YEAR 2019-2020 AGREEMENT

BETWEEN THE

COUNTY OF LOS ANGELES

AND

UNITED WAY, INCORPORATED

**Prepared by
Chief Executive Office**

FISCAL YEAR 2019-2020 AGREEMENT

FUNDING TO PROVIDE INFORMATION AND REFERRAL SERVICES PROGRAM

United Way, Incorporated, dba United Way of Los Angeles agrees to provide One Hundred Sixty Nine Thousand, Five Hundred Dollars (\$169,500) to the Los Angeles County General Fund through the Chief Executive Office for Fiscal Year (FY) 2019-20. Said funds shall be paid through installments or in its entirety during FY 2019-20. Payment of these funds shall be made to the **County of Los Angeles** and mailed or delivered to:

**Harvey T. Kawasaki, Manager
County of Los Angeles
Chief Executive Office
Service Integration Branch
500 West Temple Street, Room 726
Los Angeles, CA 90012**

The County of Los Angeles agrees that these funds will be used solely for providing information and referral services within Los Angeles County.

COUNTY OF LOS ANGELES

By _____ Date _____
SACHI A. HAMAI
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

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

UNITED WAY, INCORPORATED

By _____
DEENA MARGOLIS
Vice President
Community Impact
United Way of Los Angeles

By _____
LINING REZENDEZ
Vice President
Finance Department
United Way of Los Angeles

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	11/7/2019	
BOARD MEETING	12/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Fire Department	
SUBJECT	The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a sole source contract with Northrop Grumman Systems Corporation (Northrop) to provide maintenance services for the District's existing 9-1-1 Computer Aided Dispatching (CAD) system.	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please explain why:</i> The Fire Department's CAD System is proprietary to Northrop Grumman; thus, their warranty requires that their products perform at a specified level. Any modification to their software by individuals other than their staff or designated subcontractors will void the warranty and performance assurances stipulated in the maintenance agreement.	
DEADLINES/ TIME CONSTRAINTS	Current Contract expires on 12/31/19. A new contract is required to continue critical maintenance services to the District's 9-1-1 CAD system.	
COST & FUNDING	Total cost: \$3,611,725	Funding source: 40078
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The purpose of recommended actions will enable the continuation of critical professional maintenance services for the District's 9-1-1 CAD system. The CAD system requires technical oversight and maintenance on a 24-hour basis, including specialized support and replacement of hardware components.	
BACKGROUND (include internal/external issues that may exist)	On March 7, 2019, the District notified the Board of its intent to proceed with negotiating a sole source contract with Northrop. This contract is a continuation of the CAD system maintenance and technical services provided to the District since its implementation.	
DEPARTMENTAL AND OTHER CONTACTS	Robert Sawyer (323) 890-4147 Robert.Sawyer@fire.lacounty.gov Tony Sereno (323) 890-4329 Tony.Sereno@fire.lacounty.gov Jenny Carney (323) 881-6118 Jenny.Carney@fire.lacounty.gov	



**COUNTY OF LOS ANGELES
FIRE DEPARTMENT**

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

MARK RIDLEY-THOMAS
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

December 3, 2019

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

Dear Supervisors:

**APPROVAL OF CONTRACT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION
FOR MAINTENANCE OF THE CONSOLIDATED FIRE PROTECTION DISTRICT'S
COMPUTER AIDED DISPATCHING SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a sole source contract with Northrop Grumman Systems Corporation (Northrop) to provide maintenance services for the District's existing 9-1-1 Computer Aided Dispatching (CAD) system.

**IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contract (Attachment A) between the District and Northrop to provide CAD Maintenance Services. The contract term will be for a maximum of five years, and shall be effective January 1, 2020.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK

INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES

PARAMOUNT
PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Authorize a maximum aggregate contract sum of \$3,611,725 for the five year contract term. The maximum annual contract expenditures are as follows:

Year 1 at \$691,747
Year 2 at \$706,250
Year 3 at \$721,563
Year 4 at \$737,642
Year 5 at \$754,523
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, respectively, in accordance with the approved contract terms and conditions, and with prior review by County Counsel.
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will enable the continuation of critical professional maintenance services for the District's existing 9-1-1 CAD system. The CAD system requires technical oversight and maintenance on a 24-hour basis, including specialized support and replacement of hardware components. The CAD system is proprietary to Northrop Grumman; thus, their warranty requires that their products perform at a specified level. Any modification to their software by individuals other than their staff or designated subcontractors will void the warranty and performance assurances stipulated in the maintenance agreement. Having these services in place will make sure that the CAD system is always fully operational, which is critical to safeguarding the health and safety of Los Angeles County residents, firefighters, and paramedics. The existing Contract No. 78316 for these services will expire on December 31, 2019.

As in previous years, this Contract includes annual funding to pay for professional services to maintain the CAD system. The annual unanticipated on-demand maintenance portion of the budget, which was \$300,000 in the previous Contract, has been increased to \$400,000 per year. The unanticipated on-demand maintenance budget is needed to cover hardware and software upgrades that are anticipated to be more costly due to the age of the current CAD system hardware; and to implement upgrades that provide the necessary improvements in security, reliability, maintenance, and support for the District's CAD system environment.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal III, Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency, by making sure that the District's 9-1-1 CAD system is

always fully supported, maintained, and operational to preserve the safety of Los Angeles County residents and District personnel.

FISCAL IMPACT/FINANCING

Sufficient funding is available in the District's Fiscal Year (FY) 2019-2020 Budget. There is no impact to net County cost. The District will continue to allocate the necessary funds throughout the duration of the contract.

This contract provides an allowance for Cost of Living Adjustments (COLA).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under California Health and Safety Code 13861.

The contract has been reviewed and approved as to form by County Counsel and properly executed by Northrop.

In 1987, as a result of a competitive bid process, the Board approved a \$25.6 million, four-year project for the design and implementation of a Fire Command and Control system. The contract was awarded to PRC Public Management Services, Inc., formerly known as Northrop Grumman Information Technology, Inc., and now known as Northrop Grumman Systems Corporation. The CAD system, implemented in 1991, was a major component of that contract.

Northrop has successfully maintained and supported the District's CAD system since its initial implementation. The current contract with Northrop is for a five year term and will expire on December 31, 2019. The District is requesting approval of a new contract with Northrop in order to ensure a continuation of this critical service.

The District acknowledges the need for a new CAD system, with a planned replacement to occur within the term of this five (5)-year contract. As part of this goal, the District and the Sheriff's Department have formed a working group to evaluate the potential opportunity of a shared CAD system. Part of the challenge will be determining if a shared CAD platform can be designed and implemented in a way that can support the centralized dispatch operations model used by the District while also simultaneously supporting the decentralized dispatch structure used by the Sheriff's Department. The District developed requirements for a new CAD system and has shared them with the working group. In the meantime, it is critical that there be continued maintenance and support to the existing CAD system until a replacement system is in place.

The Chief Information Office (CIO) has reviewed this Board Letter and determined that a CIO Analysis is not required for the recommended action as it contains no new information technology matters requiring review.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have a significant effect on the environment; and therefore, are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On March 7, 2019, the District notified your Board of our intent to proceed with negotiating a sole source contract with Northrop. This contract is a continuation of the CAD system maintenance and technical services provided to the District since its implementation. Because of the established maintenance and technical services provided by Northrop, and their comprehensive knowledge of the District's CAD system, soliciting proposals and qualification statements would not be cost-beneficial to the District. In addition, the District has provided the Sole Source Checklist (Attachment B) approved by the Chief Executive Office (CEO) detailing the justification for use of a sole source contract in accordance with Board Policy 5.100, Sole Source Contracts.

Contract negotiations were finalized on July 29, 2019. Northrop agreed to comply with the County's contract terms and conditions, with five exceptions as specified in Attachment C. The exceptions were aggressively negotiated by the District with assistance from the CEO Risk Management Section and County Counsel. The negotiated provisions in Attachment C represent the best position that could be obtained by the District. This contract is submitted to your Board for approval with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District given Northrop's history of demonstrated reliability in providing these services.

It is recommended that your Board approve this contract with the identified negotiated provisions, and based upon the District's critical need for these services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These services have a direct effect on the District's 9-1-1 emergency dispatching operations. Without this service, the ability of the District's firefighters and fire dispatchers to perform their day-to-day duties during critical incidents will be severely impacted. Any changes in the contractor could adversely affect the District's ability to respond to emergency calls, and jeopardize the health and safety of Los Angeles County residents and firefighters.

Award of this contract will not result in the displacement of any County employees.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachments to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office, Business Operations
Attention: Zuleyda Reyes-Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Reyes@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY
FIRE CHIEF

Reviewed by:

WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER

DLO:jc

Attachments

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

CONTRACT



BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY**

AND

NORTHROP GRUMMAN SYSTEMS CORPORATION

FOR

**COMPUTER AIDED DISPATCH
MASTER MAINTENANCE SERVICES**

**SAMPLE CONTRACT PROVISIONS
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STANDARD EXHIBITS

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- B Pricing Sheet
- C Intentionally Omitted
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
NORTHROP GRUMMAN SYSTEMS CORPORATION
FOR
COMPUTER AIDED DISPATCH
MASTER MAINTENANCE SERVICES

This Contract made and entered into this 1st day of January, 2020, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District," and Northrop Grumman Systems Corporation, hereinafter referred to as "Contractor." Contractor is located at 7575 Colshire Drive, McLean, VA 22102.

RECITALS

WHEREAS, the District may contract with private businesses for Computer Aided Dispatch (CAD) Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specially qualified to provide the maintenance services for the District's CAD system, which requires 24-hour maintenance support to ensure public safety; and

WHEREAS, in accordance with Health and Safety Code 13861, the District may enter into contracts for specialized services; and

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

1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, and I 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 shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G1-IT - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

2 DEFINITIONS

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

- 2.1 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **CAD**: The Computer Aided Dispatch System developed by Northrop Grumman and utilized by the District.
- 2.3 **Contract**: This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.4 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this contract.
- 2.5 **Contractor Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.6 **County**: The County of Los Angeles, a political subdivision of the State of California.
- 2.7 **District**: The Consolidated Fire Protection District of Los Angeles County.
- 2.8 **District Project Director**: Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.9 **District Project Manager**: Person designated by District's Project Director to manage the operations under this contract.
- 2.10 **Statement of Work**: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

- 2.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.12 **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.
- 2.13 **Calendar Year:** The 12 month period starting January 1, and ending December 31.
- 2.14 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, and remaining in effect for five years, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit E – District's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

The amount the District shall expend from its own funds during the entire five (5) year term of this Contract **shall not exceed \$3,611,725** in aggregate, with a firm fixed price of **\$291,747** for the first year of maintenance, plus **\$1,319,978** in aggregate for years two through five; and an unanticipated/on-demand budget of \$400,000 per year, not to exceed **\$2,000,000 in aggregate for the contract term**. The unanticipated on-demand budget may be used to compensate for unforeseen increases in years two through five of the annual maintenance costs.

The Contractor shall notify the District 90 days prior to the end of the contract year of any future price reduction or increase based upon the renewal quote provided by the Contractor.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the District's express prior written approval. However, the Contractor may assign or transfer any of its rights or obligations hereunder, in whole or in part, without the prior consent of the District to another of its U.S. corporate affiliates so long as sufficient assets, personnel and other resources necessary to perform the obligations hereunder remain available.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E, District's Administration.

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration-termination of this Contract shall not constitute a waiver of District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Tony.Sereno@fire.lacounty.gov for review and approval of all invoices; and

2. ffpod@fire.lacounty.gov for review and approval of all invoices; and
3. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices
The Contractor's invoices shall include the following:
 - Contract Number
 - Date(s) of Service
 - A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
 - Employee Name and Employee Number of District Employee who ordered or authorized the service
 - Brief description of services
 - Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.
 - Valid receipts and support documentation for any travel expenses.

5.5.5 District Approval and payment of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. The District Project Manager shall advise Contractor within ten (10) business days of receipt of any invoice which is not approved, identifying any issues which prevent such approval so that the invoice may be timely corrected. The District shall pay all approved invoices within 30 days of receipt.

5.5.6 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the District decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

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

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

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

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the District, shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – DISTRICT

6.1 District Administration

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit E - District's Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

6.2 District's Project Director

The responsibilities of the District's Project Director include:

- Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.4 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F - Contractor's Administration. The Contractor will notify the District in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

Contractor shall give consideration to the District's opinion concerning placement of all of the Contractor's staff performing

work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4.1 Contractor is responsible to ensure that employees have obtained a District ID badge before they are assigned to work in a District facility. Contractor personnel may be asked by a District representative to leave a District facility if they do not have the proper District ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the District within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the District on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If District requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the District on the next business day after the employee has been removed from working on the District's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information.

If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of

the Contract. District will provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

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

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall 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, District policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense. District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission,

in each case, on behalf of District without District's prior written approval. Such approval shall not be unreasonably withheld.

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

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement," Exhibit G1-IT.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the by Fire Chief or his designee.
- 8.1.2 The County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer, upon mutual agreement of the Contractor and the District. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions, except that such time extensions shall include an equitable adjustment in compensation to the Contractor. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Nothing herein shall restrict the right of the Contractor to assign its rights and duties under this Contract in connection with any corporate sale, merger, acquisition or consolidation or in connection with the sale of related and/or similar business assets.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegatee or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall not be obligated to accept less than the contract price set forth herein

for the period of performance as stated. Any reduction in funding for this work shall act as a termination for convenience, proportionately reducing the period of performance in which Contractor is obligated to perform.

8.5 Complaints

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within twenty (20) business days of receiving the complaint.

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

8.5.2.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Such approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense. District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval, which shall not be unreasonably withheld.

8.7 Compliance with Civil Rights Laws

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

Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12)

month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the District if the Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District 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, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way

participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona

vide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all

County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall 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 District's Quality Assurance Plan

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

District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Facsimile Representations

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor shall 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 the Contractor's negligent performance, fault, acts, errors or omissions under this Contract. Contractor shall not be obligated to indemnify the County for such loss or damage arising from the negligence or willful misconduct of the County Indemnitees.

Neither party shall be liable for any indirect, consequential, incidental or punitive damages. Neither party shall be liable to the other for damages that exceed 1.5 times the annual fee for the maintenance period in which the cause of damages occurred.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to District

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be

delivered to District at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to District not less than ten (10) days prior to Contractor's policy expiration dates.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.

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

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

8.24.2.6 Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse,

or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or District.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the District'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 shall endeavor to provide District with written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. Contractor shall endeavor to provide written notice to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide District with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor

name the District and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. The District retains the right to require Contractor to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall 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 shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

The District and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures and subject to mutual agreement of District and Contractor.

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), and if applicable, coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that

District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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 shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Intentionally Omitted

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the District.
- 8.28.7 If the District finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of five

hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I,

Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered, delivered by courier service, with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

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

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

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit,

excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

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

maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify, defend, and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 Intentionally Omitted

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

8.43.1.1 Contractor has materially breached this Contract;
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and

without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the

District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

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

- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

- 8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-District entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which

the District is required to make under any state or federal law or order of court.

- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 The Contractor shall indemnify, hold harmless and defend District 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 the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 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 District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall 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 the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Data Destruction

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

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

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

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2020.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

SOLE SOURCE CHECKLIST

Department Name: Fire Department

New Sole Source Contract

Existing Sole Source Contract Date Sole Source Contract Approved: _____

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



Chief Executive Office

2/22/19
Date

PCP

EXCEPTIONS

1.	<p>Additional Insured Status and Scope of Coverage</p> <p>Contract Provision modified to delete language: <i>The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the District.</i> The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.</p>
2.	<p>Deductibles and Self-Insured Retentions (SIRs)</p> <p>Contract Provision modified to delete language: Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. The District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the District, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.</p>
3.	<p>District Review and Approval of Insurance Requirements</p> <p>Contract Provision modified to add language: <i>The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures <u>and subject to mutual agreement of District and Contractor.</u></i></p>

4.	<p>Workers Compensation and Employers' Liability</p> <p>Contract Provision modified to add language: 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), <u>and if applicable,</u> coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.</p>
5.	<p>Indemnification</p> <p>Contract Provision modified to add language: <u>Neither party shall be liable for any indirect, consequential, incidental or punitive damages. Neither party shall be liable to the other for damages that exceed one and one half (1.5) times the annual fee for the maintenance period in which the cause of damages occurred.</u></p>

STATEMENT OF WORK
CAD Master Maintenance Services

EXHIBIT B
STATEMENT OF WORK
CAD MASTER MAINTENANCE SERVICES

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SECTION 1

SCOPE OF WORK

Contractor will provide system maintenance and technical service on the District's Computer Aided Dispatch (CAD) system to ensure reliable and accurate operations. The contractor will provide the following items.

1. "ITEM A" - Maintenance for all items categorized as "ITEM A" in Section 2 shall be maintained by Hewlett Packard and Curvature as subcontractors to Contractor.
2. "ITEM B" - Maintenance for all items categorized as "ITEM B" in Section 2 shall be maintained by Contractor.
3. "ITEM C" - Maintenance for all items categorized as "ITEM C" in Section 2 shall be maintained by Power Maintenance Corporation as a subcontractor to Contractor.

A. Hardware and Software Maintenance Service Providers

The HP hardware maintenance services to be performed by Hewlett-Packard are as detailed on the Hewlett-Packard Field Service Description attached as Attachment "A" hereto, and made a part hereof, for all purposes. It is understood that Northrop Grumman is selling the Hewlett-Packard level of service as shown on said Field Service Description. Should Hewlett-Packard at any time alter any of the terms, conditions, or services offered under such Description such changes shall automatically become part of this agreement. Should District not be able to comply with such changes, District may terminate this agreement with ninety (90) days prior written notice to Northrop Grumman.

Contractor is responsible for hardware and software maintenance, and services listed in Section 2 on the following terms:

1. Contractor will maintain a toll-free emergency telephone service number twenty-four (24) hours a day, 7 days a week.
2. The District expressly allows Contractor to work with subcontractors to provide the required maintenance services. However, should District determine, for just cause, that any one of these subcontractors is not performing to District's expectations, Contractor shall provide at District's request, a different maintenance subcontractor to be approved by District. Contractor shall notify District of the change and contact person within thirty (30) days of request.

B. Hardware and Software Maintenance Coverage

1. The following maintenance services will be performed in accordance with, Response Times and Coverage, Section 1 – C of this Statement of Work:
 - (a) Remedial maintenance during coverage hours, as defined under Response Times and Coverage, Section 1 - C of this Statement of Work.
 - (b) Correction of any failed hardware equipment identified in Section 2, Item A.
 - (c) Replacement of any failed hardware or operating software component identified in Section 2, Items A & B if not correctable through HP Field Service.
 - (d) Reports to the hardware maintenance coordinator providing the activity and equipment status when changes have been made.
2. Maintenance coverage hereunder does not cover any of the following:
 - (a) Abuse and/or accidental damage by District personnel.
 - (b) Damage caused by lightning, electrical storms or electrical power problems in the associated buildings.
 - (c) Service calls to where, upon arrival, no maintenance problem exists (such as failure to plug in equipment). In such a case District agrees to reimburse Contractor at rates specified in the Section 3, On-Demand CAD Maintenance Section of this Statement of Work for all time spent.
3. Should Contractor or its subcontractor be called upon to provide services included under the conditions above, or at a time outside of the coverage hours explained in Response Times and Coverage below, such services shall be provided at Contractor's usual rates for such services.

C. Response Times and Coverage

1. Contractor and subcontractors, as appropriate, shall respond to requests for maintenance for equipment components in accordance with the response times shown in Section 2 in charts identified as "Type of Service." The coverage for same shall be 8:00 AM until 5:00 PM Pacific Standard Time, Monday through Friday. Determination of response times shall be comprised of those hours falling between 8:00 AM and 5:00 PM.
2. If a hardware or system software issue occurs, the Contractor will be required to respond within a defined period based on the defined Priority Level of the issue as defined in Section 1 – G of this Statement of Work. As used in this Statement

of Work, "Response Time" is defined as the total elapsed time from when the District notifies the Contractor that an issue has occurred until the time that the Contractor or Subcontractor, as appropriate, begins to take the necessary actions to begin to diagnose and resolve the problem. Required response times are as follows:

- (a) Priority Level 1: When a serious issue is identified, the Contractor is allowed 1 hour from verbal notification by the District to begin work on diagnosing and resolving the issue.
- (b) Priority Level 2 – When a major issue is identified, the Contractor is allowed two (2) hours from verbal notification by the District to begin work on diagnosing and resolving the issue.
- (c) Priority Level 3 – When a minor issue is identified, the Contractor is allowed two (2) business days from verbal or written notification by the District to respond to the issue.
- (d) Priority Level 4 – For informational requests, the Contractor is allowed ten (10) business days from verbal or written notification by the District to respond to the issue.

D. Modifications to Covered Hardware and Operating Software

The list of hardware and operating system software maintained under the terms of this Contract will likely vary over the term of the Contract: therefore, the following procedures have been put in place to accommodate such variations.

1. Section 2 is intended to be an accurate, but changeable, list of hardware and software items covered under the terms of this Statement of Work. The Section 2 list may be updated periodically, as specified by District in written correspondence to Contractor. This written correspondence will direct Contractor to add or remove items from the Section 2 list effective on a specified date.
2. Section 2, ITEM A and ITEM C: the specified removal date must coincide with the start of an invoice period as specified in Section 6, Payment Rates and Schedule, of this Statement of Work, and the written correspondence must be received at least forty-five (45) days prior to the end of the previous invoice period to give Contractor enough time to notify the maintenance subcontractor, and determine the new rates for any equipment to be added to the list.
3. When directed by District to update the Section 2 Hardware and Software list, Contractor will provide District with an updated Section 2 prior to issuing a scheduled invoice for Section 2 equipment. The new Section 2 will replace the old Section 2 until such time as Section 2 is again updated by written directive from District. Changes to Section 2 may be made effective only on invoice

periods (for example Section 6 calls for a quarterly invoice, therefore the Section 2 list may be updated only on a quarterly basis).

4. For historical purposes, equipment removed from maintenance will remain listed on Section 2 throughout the term of the Contract, with the date of removal specified in the End Date column and a maintenance price of \$0 from that date on. Maintenance prices for Hardware and Software in Section 2 that have not been added or deleted by directive from District shall not change except for periodic increases as specified in the Payment Rates and Schedule – Section 6.
5. When Section 2 is updated to reflect changes in equipment being maintained, Section 6: Payment Rates and Schedule must also be updated to reflect the new payment schedule. The updated Section 8 will be delivered to District along with the updated Section 2 prior to issuing an invoice for that period.
6. The District is responsible for notifying Contractor in writing, of the addition or deletion of any equipment outlined in the attached Section 2. When changes occur, the District must provide to Contractor a detail of model numbers, serial numbers and installation/de-installation information. Failure to notify Contractor of changes could result in equipment not being covered under this Contract. Any omissions or inaccuracies resulting from the addition/deletion of such equipment without written notification to Contractor are the responsibility of the District.

E. CAD Software System and Interfaces

1. Software System

- (a) Maintenance of the CAD software will be provided by Contractor's Customer Service Group (CSG).
- (b) For the purpose of this Contract, the "Software System" shall mean the CAD system developed by Northrop Grumman Information Technology, Inc., and utilized by the District and all current production interfaces:
 - Zetron
 - E911
 - Mobile terminals
 - CAD workstations (PCMSS)
 - Printer interfaces
 - Network clock
 - CAD-to-SunPro (ZOLL) RMS transfer facility
 - Reddinet
 - DECCAN LiveMUM
 - Watchdog
 - CAD data transfer to CAD Jr.
 - CAD Dump for Fireview System

- CAD interface to SQL, database

F. Software Support Services

1. With respect to the CAD Software System and Interfaces, Contractor agrees to perform, or cause to be performed, the following maintenance services:
 - (a) Contractor will retain a complete copy of the Software Systems source code, as provided by District.
 - (b) If during the term of this Contract, 1) the District discovers defects in the Software System such that same will not perform in accordance with Contractor's design; 2) the District notifies Contractor of such defects; and, 3) such defects are reproducible, then Contractor shall provide, or cause to be provided, timely corrections of such defects in accordance with the assigned Priority Level of the problem as defined in Section 1 – G of this Statement of Work.
 - (c) If serious problems arise (see Priority Level Section 1 - G) and the District cannot correct them by following system management procedures previously supplied by Contractor, Contractor will provide assistance to restore computer system operations 24 hours a day, 365 days a year without additional charge to the District. The determination of whether an after-hours call is billable will be reasonably made by agreement between the District and Contractor.
 - (d) If non-serious problems arise (see Priority Level Section 1 - G) concerning the Software System, the District's System Manager is responsible for initial triage and attempts to correct the problem. If the System Manager is unable to solve the problem, Contractor will provide a reasonable amount of telephone assistance within the schedule and charges stated below:
 - Basic software service shall be provided five (5) days per week from 5:30 a.m. through 5:30 p.m. Pacific Standard Time excluding Contractor holidays.
 - Non-serious calls made outside the above basic software service times will be billable at the rate of Principal Computer Analyst with 4 hours minimum per call. Additional consultation will be billable at the rate of a Principal Computer Analyst. The rates for a Principal Computer Analyst are defined in the On-Demand CAD Maintenance (Exhibit B – Pricing Sheet) and may increase each year as defined in the Payment Rates and Schedule.
 - (e) With respect to the Software System, Contractor will not perform, or cause to be performed under the scope of this Contract, duties of database

administration, such as routine backups or routine efforts to maintain ongoing data integrity. Database administration shall be the responsibility of the District. Should the District request, in writing, Contractor's assistance with database administration as it pertains to the Contractor Application Systems installed, Contractor will endeavor to provide database administration services at Contractor's then current Time and Materials rate (see Exhibit B – Pricing Sheet).

(f) With respect to the previous paragraph, the following actions are considered database administration, and as such, will not be performed under this contract:

- Database recovery
- Monitoring Database Space (Utilization)
- Monitoring Alert Log
- Defragmentation of free space
- Monitoring and increasing table space
- Manipulation of the Oracle listener

G. Priority Level

1. Problems that arise preventing the normal functioning of the hardware or software system as specified in Section 2 shall be assigned a Priority Level based on the criticality of the problem. Priority Levels are defined as follows:

(a) Priority Level 1 - Serious: The problem will be classified as serious if any of the following occurs:

1. Complete system outage
2. The loss of a major portion of call-taker or dispatcher operations
3. The inability to dispatch to a geographic area
4. Loss of location verification functions
5. Loss of unit recommendation functions
6. Loss of unit status change functions
7. Loss of multiple remote database links or interfaces
8. Doubling of response times for a period of 15 minutes or more

(b) Priority Level 2 - Major: The problem will be classified as major if any of the following occurs:

1. A software defect or hardware failure which may significantly affect the system or a component's ability to accomplish a critical system

function for which there is a work-around solution or the loss of an interface.

2. A software defect or hardware failure that causes loss of major system functions such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is no workaround, but which does not cause the loss of critical system functions.
- (c) Priority Level 3 - Minor: The problem will be classified as minor if any of the following occurs:
1. A minor software defect or hardware failure in a critical function.
 2. A software defect or hardware failure in a major system function such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is a work-around solution.
 3. Any other software defect or hardware failure that causes operator inconvenience or annoyance, but which does not cause the loss of any critical or major system functions.
- (d) Priority Level 4 – Informational: All other problems and requests for consultations will be classified as Informational Requests.

H. Responsibilities of District

1. The obligations of Contractor under this Contract are conditioned upon:
 - (a) District assigning a coordinator to ensure that District's assignments in connection with this Contract are met, to coordinate appropriate schedules in connection with Contractor's services hereunder, and to serve to provide other coordination activities which are necessary for Contractor to perform its services hereunder.
 - (b) District assigning at least two technically capable individuals (e.g., the Computer Operators and/or the Operations Manager), as required by Contractor to assist Contractor in performing its services hereunder.
 - (c) District performing regular system and file backup procedures.
 - (d) District establishing an on-site dial-up line to enable Contractor to remotely access the Software System. District, in accordance with a schedule mutually agreed upon by Contractor and District, shall connect the dial-in modem, at District's cost and expense, in order to enable Contractor to remotely access the Software System. District shall also compile programs and run appropriate tests following each remote access by Contractor.

- (e) District shall be responsible for controlling security and access to the computer systems. The District shall connect the dial-in modem and/or VPN connection in a timely manner to allow Contractor to perform maintenance activities, and the District shall provide the appropriate usernames and authorization codes to Contractor whenever maintenance work is to be done.
- (f) District shall not perform any modifications or enhancements to the Software System or allow any person or entity not specifically authorized by Contractor to perform any modifications or enhancements to the Software System.
- (g) During the term of the CAD Master Maintenance Services Contract, and any subsequent extensions of the term, District shall provide Contractor with a verified copy of the system backup on an annual basis, at no cost to the Contractor, for use in assisting the District during disaster recovery efforts if requested.

I. Third Party Software

1. Support of integrated third party software or products is limited to the service made available to Contractor. If third party software or product providers discontinue support of software or products provided that prevents Contractor from maintaining the Software System, Contractor will, on a best effort basis, attempt to correct or work around the reported problem. In addition, Contractor will submit to District a proposal to provide software or product that will enable the system to function in accordance with the System Design. District has the option to reject the Contractor's proposal and understands and accepts that the performance of the System may be in jeopardy. District also understands and accepts that a rejection of the Contractor's proposal may have a direct impact on the ability of Contractor to make further changes to the System products and/or software which may be desired by District.

SECTION 2

HARDWARE AND SOFTWARE COVERED ITEMS AND CHARTS

1. This Section provides the detailed listings referred to as ITEM A, ITEM B and ITEM C. These listings are the specific information for the support of the District's hardware and software inventory. Included is the appropriate vendor that supports each component, the type of service for each component (i.e. response time) as well as other pertinent pieces of information required by the District. Contractor will maintain the accuracy of the Items A, B and C as per the Statement of Work (see Section 1), and District will validate the accuracy either upon a change of hardware and/or software or on an annual basis.

Los Angeles County Fire Department – Section 2 Items A, B and C

ITEM A					
<u>Provider</u>	<u>Model Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>QTY</u>	<u>EOSL Date</u>
HPE	HPE Service Agreement ID: 1033 0331 0871				
HPE	Hardware Support:				
HPE	DY-68DAA-BA	ES45 68/1000 M2 1GB OVMS	AY34101711	1	12/31/2020
HPE	Software Support:				
HPE	QL-09KAE-AA	DCPS Open-amV/A License		1	
HPE	QL-09MAE-AA	DCPS-Plus V/A License		1	
HPE	QL-5LQAE-AA	ABS OMT VMS TRAD LIC		1	
HPE	QL-5LSA9-3B	ABS CLT WNT 1 CONC LIC		1	
HPE	QL-MT1AE-67	OVMS Alpha ES40 Base LIC		1	
HPE	QM-5SUA-BAK	ADV SVR PW VMS 1 CAL LIC	AY34101711	2	
HPE	QM-5TD9A-AA	OSVR CAL ALL SYS 1 LIC	AY34101711	2	
HPE	QL-MT3AA-3C	OpenVMS CONC 2 LIC		1	
HPE	QL-2A1AE-AA	Vol Shadow V/A License		1	
	HPE Service Agreement ID: 1033 0331 0641				
HPE	Hardware Support:				
HPE	DY-68DAA-BA	ES45 68/1000 M2 1GB OVMS	AY34101712	1	12/31/2020
HPE	Software Support:				
HPE	QL-09KAE-AA	DCPS Open-amV/A License		1	
HPE	QL-09MAE-AA	DCPS-Plus V/A License		1	
HPE	QL-0LXAE-AA	TCP/IP SVC V/A TRAD LIC		1	
HPE	QL-5LQAE-AA	ABS OMT VMS TRAD LIC		1	
HPE	QL-5LSA9-3B	ABS CLT WNT 1 CONC LIC		1	
HPE	QL-MT1AE-67	OVMS Alpha ES40 Base LIC		1	
HPE	QL-MTFAE-AA	DECnet/OSI ES V/A License		1	
HPE	QL-MV4AE-AA	DW MOTIF V/A TRAD LIC		1	
HPE	QM-5SUA-BAK	ADV SVR PW VMS 1 CAL LIC	AY34101712	1	
HPE	QM-5TD9A-AA	OSVR CAL ALL SYS	AY34101712	1	
	HPE Service Agreement ID: 1033 0330 6272				
HPE	Hardware Support:				
HPE	3R-A3849-AA	36GB 15K U320 UNI HDD		14	
HPE	DS-SL13R-AA	StrgWrks 4314 Rackable JBOD		1	
HPE	CCMAB-AA	PCI MC 2 CONTROLLER		2	

Provider	Model Number	Description	Serial Number	QTY	EOSL Date
	HPE Service Agreement ID: 1046 8353 6473				
HPE	HPE Software Updates SVC				
HPE	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P802294709	1	
HPE	A7173A	HP Dual Channel Ultra320 SCSI Adapter		1	
HPE	BA322AA	HP OpenVMS I64 FOE Media		1	
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		2	
HPE	BA412BC	HPE Clusters for VMS I64 License		1	12/31/2020
HPE	BA412BC#221	2Skt/4Core 1-unit PCL LTU		1	12/31/2020
HPE	BA452AC	HPE VMS I64 FOE PCL LTU Mx2 Proc w/o Sys		1	
HPE	BA412BC	HPE Clusters for VMS I64 License		1	12/31/2020
HPE	BA412BC#221	2Skt/4Core 1-unit PCL LTU		1	12/31/2020
HPE	BA452AC	HPE VMS I64 FOE PCL LTU Mx2 Proc w/o Sys		1	
HPE	HPE Prior Version wo/Sustaining Eng Supp				
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		2	
HPE	BA452AC	HPE VMS I64 FOE PCL LTU Mx2 Proc w/o Sys		1	
HPE	BA452AC	HPE VMS I64 FOE PCL LTU Mx2 Proc w/o Sys		1	
HPE	HPE Software Technical Unlimited Support				
HPE	BA348AC	HPE C for VMS I64 Concurrent LTU		1	
HPE	BA350AC	HPE COBOL VMS I64 Concurrent LTU		1	
HPE	BA412AC	HP Clusters for VMS I64 PCL LTU		6	
HPE	HPE Service Agreement ID: 1036 8221 0153				
HPE	HPE Software Updates SVC				
HPE	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P601874509	1	
HPE	BA322AA	HP OpenVMS I64 FOE Media		1	
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		4	
HPE	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P600964509	1	
HPE	BA322AA	HP OpenVMS I64 FOE Media		1	
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		2	
HPE	BA348AA	HPE C for VMS I64 Upd Service		1	
HPE	BA348AC	HPE C for VMS I64 Concurrent LTU		1	
HPE	BA350AA	HPE COBOL VMS I64 Upd Service		1	
HPE	BA350AC	HPE COBOL VMS I64 Concurrent LTU		1	
HPE	BA412AC	HP Clusters for VMS I64 PCL LTU		6	
HPE	Software Support				
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		4	
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		2	

<u>Provider</u>	<u>Model Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>QTY</u>	<u>EOSL Date</u>
Curvature	AH235A	HP rx2660 base server with two CPUs	SGH50160NK	1	
Curvature	AD139A	CPU, 1.6GHZ/18MB/DUALCORE ITANIUM 2		2	
Curvature	AD275A	HP rx2660 4GB (2x2GB) PC2-4200 R Memory	P8DXVYU0RP	1	
Curvature	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P802294709	1	
Curvature	AD379A	HP 72GB 15K 15K 2.5 DP SAS			
Curvature	AD142A	rx3600/rx6600 DVD-ROM Drive	ID03530235	1	
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1Y4		
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1Y9	1	
Curvature	AD248A	RAID CONTROLLER, SAS RX2660 EMBEDDED		1	
Curvature	A7173AR	RMKT PCI-X DUAL CHANNEL ULTRA 320 SCSI A			
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1Z1	1	
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1YY	1	
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1YN	1	
Curvature	AH235A	RX2660 INTEGRITY SERVER W/2CPU 1.66GHZ	USE5018JW9	1	
Curvature	AD139A	CPU, 1.6GHZ/18MB/DUALCORE ITANIUM 2		2	
Curvature	AD275A	MEMORY, 4GB PC4300 DDR2-SDRAM (2x2GB)		1	
Curvature	A7173A	RMKT PCI-X DUAL CHANNEL ULTRA 320 SCSI A		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD142A	DVD-ROM DRIVE, 24X FOR HP INTEGRITY		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD246A	HP rx2660 PCI-x 3 slot cage option		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD248A	RAID CONTROLLER, SAS,RX2660 EMBEDDED		1	
Curvature	A7173AR	RMKT PCI-X DUAL CHANNEL ULTRA 320 SCSI A		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AJ797A	STORAGWORKS MSA2324FC DUAL CONTROLLER	2S6012B162	1	
Curvature	DS-SE2UP-AA	POWER SUPPLY	2SD012O07N	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KP	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KM	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07G	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07M	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KK	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KN	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KL	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KR	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07P	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07R	1	

Provider	Model Number	Description	Serial Number	QTY	EOSL Date
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07E	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07K	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07L	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07F	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07H	1	
Curvature	481321-001	CHASSIS ENCLOSURE, MIDPLANE,LARGE FF		1	
Curvature	EH842A	TAPE DRIVE,ULTRIUM 920 LTO3 400/800GB	HU11004YJR	1	
Curvature	AF002A	UNIV RACK 10642 G2 SHOCK RACK		1	
Curvature	EH842-69201	TAPE DRIVE, ULTRIUM 920 LTO3 400/800GB		1	
Curvature	443584-001	TAPE DRIVE, ULT920 LTO-3 SCSI LVD HH EXT		1	
Curvature	AH235A	HP rx2660 base server with two CPUs	USE5018JW8	1	
Curvature	AD246A	HP rx2660 PCI-x 3 slot cage option	M49CMP0215	1	
Curvature	AD275A	HP rx2660 4GB (2x2GB) PC2-4200 R Memory	P04XVYW07Z	1	
Curvature	EH841A	HP Ultrium 920 SCSI Int Tape Drive	HU11009MDN	1	
Curvature	AD193A	HP PCI-X 1p 4GB FC AND 1p 1000BT Adptr	JP49512296	1	
Curvature	AD193A	HP PCI-X 1p 4GB FC AND 1p 1000BT Adptr	JP49512293	1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS	2SD015X0TG	1	
Curvature	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P601874509	1	
Curvature	AD254A	HP rx2660 additional power supply	60C4DY027X	1	
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	2SD015X0TD	1	
Curvature	EH841A	HP Ultrium 920 SCSI Int Tape Drive	HU11009MFR	1	
Curvature	AD248A	RAID CONTROLLER, SAS,RX2660 EMBEDDED		1	
Curvature	AD142A	rx3600/rx6600 DVD-ROM Drive	ID03516714	1	
Curvature	012764-004	256MB BATTERY BACKED WRITE CACHE MEMORY		1	
Curvature	380622-001	POWER SUPPLY, 1000W		1	
Curvature	381573-001	BATTERY PACK, SMART ARRAY P4 SERIES		1	
Curvature	408658-001	CABLE ASSEMBLY, 8AWG 16PIN 11.5IN P400		1	
Curvature	A6961-60111	ADAPTER, PCI-X, 64BIT, DUAL CH, SCSI		1	
Curvature	AB419-60002	ADAPTER, 3 SLOT, PCI-X I/O RISER BOARD		1	
Curvature	AB419-60008	RX2660 RAID EXPANSION CARD		1	
Curvature	AB565DX	MEMORY, 2GB,PC2-5300P, DDR2, DIMM		1	
Curvature	AD142A	DVD-ROM DRIVE, 24X FOR HP INTEGRITY		1	
Curvature	AD254A	POWER SUPPLY		1	
Curvature	AD392A	CPU, 1.6GHZ/12MB SC 9110N		1	
Curvature	AM867A	8/8 8P FULL FABRIC ENABLED SAN SWITCH	USB012TOHP	1	
Curvature	492291-001	SWITCH ,8 PORT FULL FABRIC ENABLED SAN		1	
Curvature	AM867A	HP 8/8 (8)-ports Enabled SAN Switch	USB012TOHR	1	
Curvature	AJ715A	HP 4Gb Short Wave B-series FC SFP 1 Pack		8	

<u>Provider</u>	<u>Model Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>QTY</u>	<u>EOSL Date</u>
Curvature	492291-001	SWITCH ,8 PORT FULL FABRIC ENABLED SAN		1	
Curvature	AF616A	SWITCH, KVM 8 X 2 - 8 X RJ-45	MY2002GGRG	1	
Curvature	AF054A	RACK SIDE PANEL KIT 10642 10842 G2 ON		1	
Curvature	252663-B24	MOD PDU 16A HV WW ALL	CN09501120	1	
Curvature	AF062A	10K G2 STABILIZER KIT 600MM		1	
Curvature	336047-B21	ADAPTER, KVM INTERFACE,1PK CONSOLE		1	
Curvature	252663-B24	MOD PDU 16A HV WW ALL			
Curvature	396630-001	SWITCH,1X8 KVM, CAT5, SERVER CONSOLE 8-P		1	
Curvature	AG052A	TERMINAL, TFT 7600 RKM CONSOLE	2C400524NL	1	
Curvature	A7445B	STORAGEWORKS 1U RACKMOUNT	USE0130013	1	
Curvature	192514-001	POWER CORD,CS-C14,TFT5000, 250V,2.5A,12		1	
Curvature	406498-001	MONITOR, TFT7600 RKMT 17 MONITOR LCD		1	

Type of Service Descriptions:

	<u>Service Agreement ID:</u>
	1033 0331 0871
	1033 0330 6272
	1033 0331 0641
H7J35AC	HPE Foundation Care 24x7 wDMR SVC
	*** Hardware Support ***
	HPE Hardware Maintenance Onsite Support
	Hardware Problem Diagnosis
	Onsite Support
	Parts and Material provided
	4 Hr Onsite Response
	24 Hrs Std Office Days
	24 hrs, Day 6
	24 hrs, Day 7
	Holidays Covered
	Travel Zone 1
	Defective Media Retention
	*** Software Support ***
HJ906AC	HPE Mature Product wo/Sustaining Eng Supp
	Electronic Support
	Tech Supp WO Sustaining Eng
	24 Hrs Std Office Days
	24 Hrs Day 6
	24 Hrs Day 7
	Holidays Covered
	Standard Response

	Service Agreement ID: 1036 8221 0153 & 1046 8353 6473
H7J35AC	*** Hardware Support ***
	HPE Hardware Maintenance Onsite Support
	Hardware Problem Diagnosis
	Onsite Support
	Parts and Material provided
	4 Hr Onsite Response
	24 Hrs Std Office Days
	24 hrs, Day 6
	24 hrs, Day 7
	Holidays Covered
	Travel Zone 1
	Defective Media Retention
	*** Software Support ***
	HPE Software Technical Unlimited Support
	SW Technical Support
	SW Electronic Support
	24 Hrs Std Office Days
	24 Hrs Day 6
	24 Hrs Day 7
	Holidays Covered
	Standard Response
	HPE Software Updates SVC
	License to Use & SW Updates
	HPE Recommended SW Upd Method
	HPE Recommended Doc Upd Method
HJ904AC	HPE Prior Version wo/Sustaining Eng Supp
	Electronic Support
	Tech Supp WO Sustaining Eng
	24 Hrs Std Office Days
	24 Hrs Day 6
	24 Hrs Day 7

ITEM B Hardware and Software Covered Items				
Item #	Description	Service Level	Start Date	End Date
1.00	NGIT CAD Software (No RMS)	NGIT	1/1/2020	12/31/2024
2.00	NFIRS Database Administration	FirstOnScene	1/1/2020	12/31/2024
3.00	Oracle V9i software on AlphaServer	Oracle	1/1/2020	12/31/2024
4.00	Oracle V9i software on AlphaServer	Oracle	1/1/2020	12/31/2024
5.00	Trifox Development Software for Oracle V9i	Trifox	1/1/2020	12/31/2024

ITEM C Hardware and Software Covered Items					
Item #	Model	Description	Service Level	<u>Type of Service</u>	<u>Start Date</u>
		MAINTAINED BY Power Maintenance Corporation			
1	7200	30KVA Power Center	NGSC	9h * 5 days	1/1/2020
2	7200	39KVA Power Center	NGSC	9h * 5 days	1/1/2020
3	Pwr Tech	Best Pwr Tech UPS System	NGSC	9h * 5 days	1/1/2020

SECTION 3

ON-DEMAND CAD MAINTENANCE

A. On-Demand CAD Maintenance – Hourly

1. The District will require maintenance to the CAD system that is not covered within the scope of the Hardware and Software Maintenance. To handle these requirements Contractor will provide District with additional technical consultants to work on District specified maintenance activity, either on-site or remotely.
2. Contractor will provide District with additional technical personnel for On-Demand Maintenance, on a Time and Materials basis paid at the hourly rates identified in Exhibit B. These services shall be funded through the annual Contingency Budget identified in Section 8, Projected Payment Schedule.

Classifications of Contractor's Technical Personnel

- (a) Senior Computer Analyst
- (b) Senior Engineer

- (c) Database Administrator
 - (d) Principal Computer Analyst
 - (e) Project Manager
3. Each Calendar Year the District will establish a Work Authorization (see Section 9) which contains two (2) key elements: the Contingency Fund number and the "Not to Exceed" dollar threshold for that Work Order.
 4. Under no circumstances is Contractor to commence working without District's approval of Work Authorization.
 5. Contractor will provide an accounting of all charges, including travel fees, to District each month if On-Demand Maintenance has been utilized by District for that month. Contractor will track the declining balance of the "Not to Exceed" dollar amount and include in Contractor's monthly invoices. Refer to Section 6 – Payment Rates and Schedule for invoicing requirements.

SECTION 4

ON-DEMAND MODIFICATIONS AND ENHANCEMENTS - FIXED PRICE

1. District may require modifications and or enhancements to applications software supplied under this Contract. If enhancements or modifications are requested by the District:
 - (a) District shall describe requested work and present via a Work Authorization (see Section 9). Each Work Authorization shall include a detailed description or scope of work each time the District requires modifications or enhancements.
 - (b) Contractor shall provide via the Work Authorization, a fixed price technical proposal which shall include the following:
 - The Contractor's understanding of the modification and or enhancement, a proposal which provides a detailed work plan, proposed delivery, schedule and any special assumptions that were made in the development of such plans and schedules.
 - (c) Upon District's approval and issuance of Work Authorization number, the Contractor shall commence work. Under no circumstances is Contractor to commence working without District's approval of Work Authorization.
2. Refer to Section 6 – Payment Rates and Schedule for invoicing requirements.

SECTION 5

RECORDS SYSTEM SOFTWARE MAINTENANCE

1. Maintenance of the District's Records Systems software will be provided by Contractor's Customer Service Group (CSG) on a Time and Materials basis. These Records Systems are the legacy applications custom developed by the Contractor for the District and include the following: Electronic Timekeeping System, Training and Certification Tracking System and the Non-Incident Related Activities/Reporting System.
2. District shall describe requested work and present via a Work Authorization (see Section 9). Each Work Authorization shall include a detailed description or scope of work each time the District's Records System(s) require maintenance.
3. Contractor shall provide via the Work Authorization, a Time and Materials quote with a technical proposal which shall include the following:
 - (a) The Contractor's understanding of District's scope of work, a proposal which provides a detailed work plan, proposed delivery schedule and any special assumptions that were made in the development of such plans and schedules.
4. Upon District's approval and issuance of Work Authorization number, the Contractor shall commence work. Under no circumstances is Contractor to commence working without District's approval of Work Authorization.
5. District Records System Support Services
 - (a) Contractor shall make good faith efforts to give maintenance of the District Records System Software a priority equal to their standard maintenance contract. A four (4) hour minimum at the rates specified for the Contractor's technical personnel classification (Exhibit B Pricing Sheet) is applicable for all Time and Materials work. Time and Materials is calculated on a portal to portal basis.

SECTION 6

PAYMENT RATES AND SCHEDULE

A. Types of Payment Rates

1. There are three types of payment rates contained in this Contract. The payment rates are: a) quarterly rates for Hardware and Software Maintenance; b) Hourly rates for On-Demand CAD and Records System Maintenance; and c) Fixed Price rates for On-Demand Modifications and Enhancements.

2. The District shall reimburse Contractor for Travel expenses on an as-needed basis, and only with the District Project Manager's prior authorization. Contractor shall provide valid receipts and support documentation to the District for each qualifying reimbursable travel expense. The District will not reimburse Contractor for upgraded travel expenses. The District's Project Manager shall review and approve all travel expense invoices, receipts and support documentation prior to Contractor reimbursement. Reimbursable expenses shall include:

- Airfare
- Transportation to and from airport, hotel, and District Headquarters.
- Parking
- Per Diem Meals
- Hotel/Lodging

All reimbursable travel expenses shall be consistent with the U.S. General Services Administration's (GSA) prevailing travel rates. <https://www.gsa.gov/travel-resources>

3. Upon receipt of a properly completed invoice, District shall pay Contractor in accordance with the following:
 - (a) All payments made under this Contract shall not exceed budgeted rates reflected on Section 8 – Projected Payment Schedule. Section 8 reflects the maximum payment allowable should the maximum adjustments be approved for specific maintenance and support during the term of this Contract.

B. Payment Schedule for Hardware and Software Maintenance

1. Contractor shall invoice District quarterly after last day of March, June, September and December. Each invoice shall be equal to one quarter of the total yearly charges for ITEM A, ITEM B and ITEM C, as specified in Section 8.
2. Those Items include the following:
 - (a) ITEM A, equipment on Hewlett Packard Maintenance or other approved subcontractors.
 - (b) ITEM B, Software on Northrop Grumman Systems Corporation Maintenance.
 - (c) ITEM C, Power Distribution on Maintenance.

C. Annual Price Adjustment for Hardware and Software Covered Items

1. Due to the highly complex and technical environment required to support District's emergency dispatching and operating environments and due to the automation industry's constantly evolving technology environment, maintenance of older systems becomes more costly each year. Additionally, hardware component availability and requirements to maintain a knowledge base of the legacy equipment and systems contribute to escalating costs.
2. The Contractor will provide the cost of the hardware and software maintenance services with the submission of this Contract for the five (5) year term. The contractor shall review and update the lists in Section 2, and submit to the District for review and acceptance.
3. If there is a need to adjust the Section 2 lists due to a purchase of new hardware and/or software or removal of legacy hardware and/or software, Contractor shall revise the list and provide an updated copy to the District within 30 days of installation of the hardware and/or software. Contractor shall update Section 8 when changes occur to the payment amount due.
4. Proposed amended rates will be subject to written approval of the Fire Chief or his designee.
5. The District reserves the right to permit the rates that are effective during the term of this Contract to apply during any extension.

D. On-Demand CAD and Records System Maintenance - Hourly Rates

1. Invoicing by Contractor will be monthly, if applicable, for all hourly On-Demand CAD Maintenance and Record Systems Maintenance provided during that month.
2. Definition of Rate Periods:
 - a. The Principal Period of Maintenance will be Monday through Friday, 8:00 A.M. to 5:30 P.M. Pacific Standard Time for Time and Materials support.
 - b. The hourly rate for the non-Principal Period, Monday through Friday after 5:30 P.M. will be at a higher rate. The Holiday rate will be the highest rate for Time and Materials support. (See Exhibit B).

E. On-Demand Modifications and Enhancements Fixed Price Payment Schedule

1. Contractor will invoice and District will pay the approved amount in accordance with the following Fixed Priced Software Modification Payment Schedule.

Fixed Price Software Modification Payment Schedule		
	Percentage	Due
1 st Payment	25% of Not to Exceed Cost	Upon District's Approval of Work Authorization
2 nd Payment	35% of Not to Exceed Cost	Upon Installation on Test System
3 rd Payment	15% of Not to Exceed Cost	Upon District's Acceptance of Installation or 15 business days after Installation.
4 th Payment	25% of Not to Exceed Cost	Upon District's Acceptance of the final product or beneficial use for a period of 15 business days.

SECTION 7

RESPONSE TIME REQUIREMENTS

A. Hardware and Operating System Software Maintenance

1. The Hardware and Operating System Software listed in Section 2, ITEM A, will be maintained by Hewlett Packard Corporation under the terms of a standard Hewlett Packard maintenance Contract. The standard level of support purchased will provide for service on a 5 x 9 schedule (Monday - Friday, 8 A.M. to 5 P.M. Pacific Standard Time) with a four (4) hour response time.
2. For specified Hardware items listed in Section 2, ITEM A, an elevated level of support will be purchased to provide for service on a 7 x 24 schedule (7 days a week, 24 hours a day) with a four (4) hour response time. The items supported at the elevated service level will be purposefully selected to ensure that District will always have at least one fully operational CAD system, or support personnel on-site working around the clock to repair failed components.

B. CAD Software Maintenance

1. Section 2, ITEM B, Software will be maintained by Contractor. Trifox and Oracle maintenance will be maintained by Contractor's Customer Service Group. Basic software service for Priority Level 3 and Priority Level 4 problems shall be provided within mutually agreeable timeframes on a 5 x 12 schedule (Mon-Fri,

5:30 am to 5:30pm). Emergency service for Priority Level 1 and Priority Level 2 problems, as described in Section 1 – G of this Statement of Work will be provided 24 hours a day, 7 days a week. For Priority Level 1 problems the Contractor will work to restore computer system operations 24 hours a day until the System is restored to operational status. For Priority Level 2 problems, Contractor shall work continuously during business hours, Monday thru Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time, until resolved.

C. Other Hardware Maintenance

1. Service for Section 2, ITEM A Equipment, the Power Distribution System, and ITEM B, Miscellaneous Equipment, will be provided on a 5 x 9 schedule (Monday thru Friday, 8am to 5pm) with a 4-hour response time.

SECTION 8 – PROJECTED PAYMENT SCHEDULE YEARLY SUMMARY CY 2020 - 2024

PROJECTED EXPENDITURES – MAXIMUM INCREASES:						
	Period 1	Period 2	Period 3	Period 4	Period 5	
SECTION	01/01/2020 - 12/31/2020	01/01/2021 - 12/31/2021	01/01/2022 - 12/31/2022	01/01/2023 - 12/31/2023	01/01/2024 - 12/31/2024	CONTRACT TOTALS
ITEM A EQUIPMENT ON HPE/CURVATURE						
* Alpha System Hardware	\$24,229	\$25,428	\$26,700	\$28,034	\$29,437	\$133,828
* DR CAD Integrity System	\$7,675	\$8,052	\$8,455	\$8,878	\$9,321	\$42,381
* Primary CAD Integrity System	\$21,508	\$22,576	\$23,704	\$24,890	\$26,134	\$118,812
TOTAL ITEM A Maintenance	\$53,412	\$56,056	\$58,859	\$61,802	\$64,892	\$295,021
ITEM B SOFTWARE MAINTENANCE						
CAD/Oracle/Trifox Software (No RMS)	\$132,718	\$139,307	\$146,272	\$153,586	\$161,265	\$733,148
NFIRS Database Administration Services	\$96,171	\$100,979	\$106,028	\$111,330	\$116,896	\$531,404
TOTAL ITEM B Maintenance	\$228,889	\$240,286	\$252,300	\$264,916	\$278,161	\$1,264,552
ITEM C POWER DISTRIBUTION ON MAINTENANCE						
<i>Power Distribution System</i>	\$9,446	\$9,908	\$10,404	\$10,924	\$11,470	\$52,152
PROJECTED EXPENDITURES	\$291,747	\$306,250	\$321,563	\$337,642	\$354,523	\$1,611,725
UNANTICIPATED/ON-DEMAND Maintenance	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000
MAXIMUM ANNUAL EXPENDITURE:	\$691,747	\$706,250	\$721,563	\$737,642	\$754,523	\$3,611,725

SECTION 10

ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

SECTION 11 - INTENTIONALLY OMITTED

SECTION 12

QUALITY ASSURANCE PLAN

The District will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, District's Quality Assurance Plan.

12.1 Quarterly Meetings

Contractor is required to participate in scheduled quarterly conference call meeting at a mutually agreeable date and time with the District.

12.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the District Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the District and the Contractor.

The District Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the District Project Manager within two (2) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the District Project Manager within two (2) workdays from acknowledgement.

12.3 District Observations

In addition to departmental contracting staff, other District personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

SECTION 13

RESPONSIBILITIES

The District's and the Contractor's responsibilities are as follows:

DISTRICT

13.1 Personnel

The District will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - District. Specific duties will include:

- 13.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 13.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 13.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments.

CONTRACTOR

13.2 Contractor Project Manager

- 13.2.1 Contractor shall provide a full-time Project Manager or designated alternate. The District must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis.
- 13.2.2 Project Manager shall act as a central point of contact with the District.
- 13.2.3 Project Manager shall have five (5) years of experience with Northrop Grumman Systems Corporation.
- 13.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

13.3 Contractor Personnel

- 13.3.1 Contractor shall assign a sufficient number of employees to perform the required work.

13.3.2 Contractor shall be required to background check their employees as set forth in sub-Paragraph 7.4 – Background & Security Investigations, of the Contract.

13.3.3 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor’s Staff Identification, of the Contract.

13.4 **Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

13.5 **Training**

13.5.1 Contractor shall provide, upon request by District, a quote for training.

13.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All employees must wear safety and protective gear according to OSHA standards.

13.6 **Contractor’s Office**

Contractor shall maintain an office with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, (Excluding holidays) by at least one employee who can respond to inquiries and complaints which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within four (4) hours of receipt of the call.**

SECTION 14

UNSCHEDULED WORK

14.1 The District Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

14.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If

the unscheduled work exceeds the Contractor's estimate, the District Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

- 14.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact District Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to District Project Director within five (5) working days after completion of the work.
- 14.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 14.5 The District reserves the right to perform unscheduled work itself or assign the work to another Contractor.

SECTION 15

GREEN INITIATIVES

- 15.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 15.2 Contractor shall notify District Project Manager of Contractor's new green initiatives prior to the contract commencement.

SECTION 16

PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, listing required services that will be monitored by the District during the term of this Contract is an important monitoring tool for the District. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in

this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.