



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 4, 2008

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:

**REGISTRAR-RECORDER/COUNTY CLERK: APPROVE THE AGREEMENT
WITH ROBIS ELECTIONS INC. FOR ELECTION HELP DESK
SYSTEM AND SUPPORT SERVICES
(ALL DISTRICTS - 3 VOTES)**

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

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Agreement ("Agreement") with Robis Elections Inc. (Robis) (Attachment II) to provide the Department with Election Help Desk System and Support Services effective upon Board approval for four consecutive years, plus two one-year and six month to month extension options. The Contract Sum of \$2,947,538 is included in the Department's FY 2007-08 Adopted Budget. In addition, the Department will submit the expenditures to the California Secretary of State (SOS) for full reimbursement under the Federal Help America Vote Act (HAVA) grant.
2. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC) or designee to prepare and execute amendments to (i) exercise the extension options under the terms of the Agreement for an aggregate term not to exceed six years and six months and (ii) incorporate or change any contracting provisions required by your Board or the Chief Executive Officer.
3. Delegate authority to the RR/CC or designee to prepare and execute amendments to the Agreement to provide for software enhancements as referenced in the scope of

work or other changes that may be required to meet the Election Help Desk processing needs of the County, provided that any cost increases do not exceed 15 percent of the original Contract Sum, sufficient funding is available in the RR/CC budget, and County Counsel approval is obtained prior to executing such amendments. If amended, the maximum Contract Sum over the term of the Agreement, including any extension options, will not exceed \$3,389,668.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to provide a single, unified and automated Election Help Desk System for RR/CC operators to enhance the processing of calls, provide faster resolution of problems, reduce the number of duplicate calls, and create various reports on-demand.

The Election Help Desk System will enable the RR/CC to automate the existing manual paper-based process, improve customer service, facilitate quick access to information, and reduce the time and effort currently spent in researching information for election related inquires made by the public and other entities.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. 1: Service Excellence: Provide the public with easy access to quality information and services that are both beneficial and responsive. The Election Help Desk System will enable RR/CC operators to provide faster responses to questions and problem resolution to voters, pollworkers, candidates, the media, community groups, and municipalities.

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. The system will ensure optimal efficiency in processing the large volume of Election Day inquires received through the RR/CC Election Help Desk.

FISCAL IMPACT/FINANCING:

The Contract Sum of the Agreement is \$2,947,538. The RR/CC has a sufficient appropriation in the budget for this expenditure. In addition, the RR/CC will submit the cost of the system and other related expenditures to the SOS for full reimbursement under the Federal HAVA grant. Under the Board delegated authority, the Agreement allows the Registrar-Recorder/County Clerk to execute contract amendments to

accommodate software enhancements as referenced in the scope of work or other changes that may be required to meet the Election Help Desk processing needs of the County, provided that any cumulative cost increase does not exceed 15 percent of the original Contract Sum, there is sufficient funding in the RR/CC budget, and County Counsel approval is obtained prior to executing such amendments. The maximum Contract Sum will not exceed \$3,389,668 over the term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Los Angeles County is the largest election jurisdiction in the U.S. with close to four million registered voters, approximately 4,500 voting precincts and more than 25,000 pollworkers in a typical countywide election.

During the two weeks immediately preceding an election, as well as on Election Day, the RR/CC Election Help Desk receives thousands of calls from many sources including voters, pollworkers, candidates, the media, community groups, and municipalities. The nature of the calls ranges from simple polling place questions to complex election troubleshooting problems. During a major Election, the RR/CC employs up to 200 operators spread throughout multiple floors of the RR/CC Headquarters. As a result, incoming calls are often routed to a section that does not necessarily work on the caller's specific issue or problem. The highest volume of calls and the most critical requiring a fast resolution occur on Election Day.

The RR/CC currently uses a paper-based manual process involving the use of three color-coded forms to track the multitude of calls from initiation to completion. This manual process is tedious, cumbersome and time consuming, labor-intensive in processing escalation procedures which often results in keying of duplicate/redundant information, delays status reporting of critical events; and is inconsistent in the dissemination of information.

The Robis system is very user friendly with its "follow-the-yellow-brick-road" directions. The yellow-brick-road guides the operator through a series of questions by highlighting the next required field one at a time, ensuring all the necessary information from the caller is captured. Once the caller information is obtained, the operator need only make a simple click to have the appropriate procedure/answer appear on the screen. Having a standard set of resolutions ensures consistency in the answers provided to the callers. The system provides a vast array of help topics and is flexible to allow for customization to create and edit help topics even on Election Day. The help topics also provide written and video instructions for the operator. Because of the simplicity of the system, up to 90 percent of the calls can be handled by the operators. For those issues that need to be escalated, the system will automatically send each issue to the correct

person or group of experts for that particular issue. The system is programmed to associate each issue with the appropriate expert(s). Additionally, the system provides immediate status information on each polling place, problem call, and provides various on demand reports to assist RR/CC management in tracking any problem areas and dissemination of accurate and timely information to Board offices, media, candidates, municipalities, etc.

The term of the recommended Agreement is effective upon Board approval with an initial term of four years, plus two optional one-year extensions, and six month to month periods for an aggregate term not to exceed six years and six months.

Robis accepted all County contracting provisions without any changes. The Agreement contains Board required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, and compliance with Jury Duty Ordinance, Safely Surrender Baby Law and the Child Support Program.

County Counsel has reviewed this Board letter and approved as to form the attached Agreement.

CONTRACTING PROCESS:

A Request for Proposals (RFP) to competitively bid the Election Help Desk System and Support Services was issued on October 11, 2007. Solicitation notices were sent to over 150 service providers registered on the Internal Services Department website as performing like services. An advertisement was published in five local newspapers on two separate dates. The solicitation information was also posted on the County's website (Attachment I). As a result, two potential providers attended the mandatory bidders' conference and subsequently submitted proposals in response to the RFP.

An evaluation committee, consisting of RR/CC staff, independently reviewed both proposals then came together to assign each proposal a consensus score. The proposal submitted by Robis received the highest ranking by the evaluation committee. Although priced higher than its competitor, the proposal demonstrated strong capability, experienced management team, good management approach, and provided an excellent quality control plan. Robis has provided election products and services for more than 16 years to customers in election jurisdictions in Illinois, Hawaii, Washington, Florida, Virginia, and New York.

The second ranked proposal, while priced lower, rated weak in proposer qualifications and the proposed system has not been proven in an actual election environment. The

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evaluation committee also found the proposed system complicated and difficult to navigate which could result in frustration and possibly lead Election Day operators to abandon the electronic system and revert to the paper-based system.

On final analysis and consideration of an award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES:

Approval of the recommended action will provide RR/CC with an automated single tracking system that will facilitate the efficient and expedited processing of the multitude of calls received from voters, pollworkers, candidates, the media, community groups and municipalities before, during, and after an election. Having this system will enable the RR/CC to automate the existing manual process, improve customer service, facilitate quick access to information and faster resolution of problems and reduce the time and effort currently spent in researching information for responses to your Board, the media, special interest groups and/or public inquiries and Public Records Requests.

CONCLUSION

Upon approval and execution of the recommended Agreement, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the approved Board letter and two originally signed copies of the Agreement to:

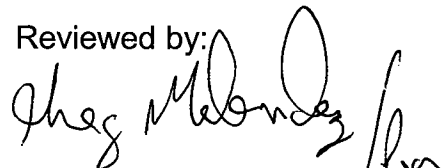
County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance & Management Division

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:



Jon W. Fullinwider
Chief Information Officer

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WTF:ES
GS:JY:cg

Attachments (2)

c: Dean C. Logan, Acting RR/CC
Chief Information Office
County Counsel

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ATTACHMENT I

- **CHIEF INFORMATION OFFICE (CIO) ANALYSIS**
- **COMMUNITY BUSINESS ENTERPRISE (CBE) FORM**
- **SOLICITATION INFORMATION POSTED ON COUNTY WEBSITE**
- **BIDDERS LIST**

(Election Help Desk System & Support Services)

CIO ANALYSIS

DEPARTMENT OF THE REGISTRAR-RECORDER/COUNTY CLERK AGREEMENT WITH ROBIS ELECTIONS, INC. FOR AN ELECTION HELP DESK SYSTEM AND SUPPORT SERVICES

CIO RECOMMENDATION: **APPROVE** **APPROVE WITH MODIFICATION**
 DISAPPROVE

Contract Type:

New Contract **Contract Amendment** **Contract Extension**
 Sole Source Contract **Hardware Acquisition** **Other**

New/Revised Contract Term: **Base Term: 4 Yrs** **# of Option Yrs 2.5 Yrs**

Contract Components:

Software **Hardware** **Telecommunications**
 Professional Services

Project Executive Sponsor: Dean C. Logan, Acting Registrar-Recorder/County Clerk

Budget Information :

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$2,947,538
Aggregate Contract Amount	\$3,389,668 (includes a 15% delegated authority to amend the Agreement)

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? It is unknown at this time if this project will be subvented. The RR/CC has sufficient appropriation in its budget for this project. However, the RR/CC will submit the cost of the system to the Secretary of State for full reimbursement under the Federal Help America Vote Act (HAVA) grant.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This Agreement will allow the Registrar-Recorder/County Clerk (RR/CC) to purchase and implement an Election Help Desk System. This will include software licensing and maintenance. The Agreement will be for four (4) years, with two (2) one-year options, and six (6) one-month options.

Background:

On October 11, 2007, the RR/CC issued a Request for Proposals (RFP) for an Election Help Desk System. Two potential proposers attended the Mandatory Proposer's Conference, and submitted proposals in response to the RFP. The two proposers were SOE Software Corporation and Robis Election, Inc. The evaluation committee, consisting of RR/CC staff, reviewed both proposals and awarded the higher consensus score to Robis. In general, the proposal from Robis demonstrated a stronger product and more in-depth company experience. Although the proposal from SOE Software Corporation was lower in price, the evaluation committee found the product to be difficult to use.

Project Justification/Benefits:

Approval of the proposed Agreement will allow the RR/CC to purchase and implement a web-enabled Election Help Desk System that will enhance the processing of calls, provide faster resolution of problems, reduce call duplication and create on-demand reports. The system will allow the RR/CC to automate manual paper-based processes, improve customer service, facilitate access to information, and be more responsive regarding election related inquiries. In the weeks leading up to an election, as well as on Election Day, the RR/CC receives thousands of calls from voters, pollworkers, candidates, the media, community groups and municipalities.

The current processes often lead to keying of duplicate information, delays in reporting of critical events and inconsistent dissemination of information. The Robis system addresses these issues by guiding the operator through a series of questions, ensuring that all of the necessary information from the caller is captured. The system provides help topics and can be customized to send each issue automatically to the correct RR/CC subject matter expert for a particular issue. The system also has the ability to provide real-time status information on each polling place, and each problem call.

Project Metrics:

As outlined in the Statement of Work, a detailed project plan will be developed by the Contractor within two weeks of contract execution. Once approved by the County, this project plan, which will include milestones, tasks and subtasks, will be used to manage the project on a day-to-day basis. Also, all deliverables identified in the Statement of Work will require written acceptance by the County.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If the proposed Agreement is not approved, the RR/CC will be required to continue using manual, paper-based processes to track and address problems/questions that come in from the field during elections.

Alternatives Considered:

The only alternative considered was SOE Software Corporation. However, the evaluation committee believed that SOE did not provide the best solution to meet the RR/CC's needs.

Project Risks:

The only risk identified is the Contractor's ability to customize the system content to meet the needs of the County.

Risk Mitigation Measures:

Each system component will be subject to acceptance testing by the County. The RR/CC included a deliverable in the Statement of Work that requires the Contractor to provide written certification and verification that all system components conform to the documented functional requirements.

Financial Analysis:

The total maximum obligation is \$3,389,668 over the term of the Agreement. This includes \$2,947,537 for the software licenses, software support, taxes, enhancements, and professional services. The amount also includes the RR/CC's requested Board delegated authority to increase the contract sum by up to 15% (\$442,130). The RR/CC has sufficient appropriation in its budget for this project. However, the RR/CC will submit the cost of the system to the Secretary of State for full reimbursement under the Federal Help America Vote Act (HAVA) grant.

CIO Concerns:

None.

CIO Recommendations:

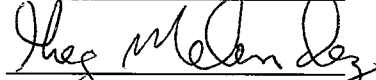
My Office supports this action, and recommends approval by the Board.

CIO APPROVAL

Date Received: January 25, 2008

Prepared by: Henry Balta

Date: February 11, 2008

Approved: 

Date: 2/12/2008

County of Los Angeles – Community Business Enterprise Program

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Robis Elections, Inc.
CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 18						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	2	1	2	1	5	5

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name David Davoust	Authorized Signature 	Title President	Date 1/20/08
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Bid Detail Information

Bid Number : 07-006
Bid Title : Election Help Desk System and Support Services
Bid Type : Service
Department : Registrar-Recorder
Commodity : SOFTWARE:MINI & MAINFRAME COMPUTER- COMMUNICATIONS: NETWORKING, LINKING, ETC.
Open Date : 10/11/2007
Closing Date : 11/15/2007 2:00 PM
Bid Amount : N/A
Bid Download : [Available](#)
Bid Description : Request for Proposals to provide a single unified Help Desk system and support services. The system will enhance the processing of calls received by the Registrar-Recorder/County Clerk Help Desk during Election periods. Proposers must attend the prebid conference on October 30, 2007. Please call Henrietta Willis-Kendall at (562) 462-2906 by October 29, 2007 to confirm your attendance. Proposals are due November 15, 2007 by 2:00 p.m. (Pacific Time).
Contact Name : Henrietta Willis-Kendall
Contact Phone# : (562) 462-2906
Contact Email : hkendall@rrcc.lacounty.gov
Last Changed On : 10/11/2007 9:33:06 AM

[Back to Last Window](#)

BIDDERS LIST

2GEEKSINABOX, INC.
PO BOX 902966
PALMDALE CA 93590-2966

ADVANCED BUSINESS SOFTWARE
10921 BROKEN WHEEL RD.
LAKESIDE, CA 92040

308 SYSTEMS INCORPORATED
2637 WAPITI RD.
FORT COLLINS CO 80525

ADVANCED COMPUTER CONCEPTS
2000 15TH ST. N., STE. 900
ARLINGTON, VA 22201

4GL SOLUTIONS INC
3780 KILROY AIRPORT WAY STE. 200
LONG BEACH CA 90806

ADVANCED INFORMATION SERVICES, INC.
4929 WILSHIRE BLVD., STE. 270
LOS ANGELES, CA 90010

8ATECHNOLOGIES
5757 W. CENTURY BLVD., 7TH FLOOR
LOS ANGELES, CA 90045

ADVANCED SYSTEMS ENGINEERING
2801 JUNIPERO AVE., STE. 204
SIGNAL HILL, CA 90755

A-1 TECHNOLOGY
115 BROADWAY, SUITE #1304
NEW YORK, NY 10048

ADVANCED SYSTEMS GROUP
150 EL CAMINO REAL, STE. 200
TUSTIN, CA 92780-3615

AAC UTILITY PARTNERS LLC
4840 FOREST DRIVE, SUTIE 374
COLUMBIA, SC, 29206

ADVANCED TECHNOLOGY SOLUTIONS,
80 IRON POINT CIR., STE. 100
FOLSOM, CA 95630

ABACAD INC
222 NICHOLSEN RD.
ETHEL, WA 98542

AFRA CONSULTING & SERVICES INC
4551 GLENCOE AVENUE, SUITE 245
MARINA DEL REY, CA, 90292

ABEL TECHNOLOGIES, LLC
380 BOSTON POST RD., STE. 3
ORANGE, CT 06477

AFTERMARKET TECHNOLOGIES, INC.
27862 SKYCREST CIRCLE DR.
VALENCIA, CA 91354

ACCENTURE PROQUIRE LLC
2101 ROSECRANS AVE., STE. 3300
EL SEGUNDO, CA 90245-4719

ALCHEMY COMPUTER SERVICES, LLC
3553 ATLANTIC AVENUE, SUITE 156
LONG BEACH, CA, 90807

ACCOUNTWARE INC
PO BOX 20502
CARSON CITY NV 89721-0502

ALLIANT SUPPLIES CORP.
2445 E DEL MAR BLVD #304
PASADENA, CA, 91107

ACS STATE AND LOCAL SOLUTIONS
1800 M STREET NW, SUITE 800
WASHINGTON DC 20036

AMBERTEK SYSTEMS INC.
3533 OLD CONEJO RD., STE. 114
NEWBURY PARK, CA, 91320

BIDDERS LIST

AMERICAN BUSINESS NETWORK, INC
4701 WRIGHTSVILLE AVE., BLDG. 3
WILMINGTON, NC 28403

AVCOM TECHNOLOGIES
573 MAUDE CT.
SUNNYVALE, CA 94085

AMERICAN SUNRISE INC
4318 CORTE AL FRESCO
SAN DIEGO, CA, 92130

AVNET
3011 S. 52ND ST.
TEMPE, AZ 85282

AMERICAN SYSTEMS APPROACH, INC
27215 STAGEWOOD CT.
LAGUNA HILLS, CA 92653

BERICOM DESIGN
20700 SAN JOSE HILLS RD., APT. 143
WALNUT, CA 91789

AMHERST TECHNOLOGIES
12750 CENTER COURT DR. S., STE. 440
CERRITOS, CA 90703

BIZ NOOK CORPORATION
14111 FREEWAY DR., FL. 3
SANTA FE SPRINGS, CA 90670

APPLIED COMPUTER TECHNOLOGY
315 3RD ST.
SAN RAFAEL, CA 94901-3547

CALIFORNIA COMPUTERS TRADING, INC.
815 W. NAOMI AVE., STE. I
ARCADIA, CA 91007

ASG SOFTWARE SOLUTIONS
1333 3RD AVAS
S NAPLES, FL 34102-6400

CALIFORNIA INFORMATION SYSTEMS INC.
1528 CANADA BLVD., STE. 207
GLENDALE, CA 91208

ASIASI
11739 W. WASHINGTON BLVD
LOS ANGELES, CA 90066-5944

CALIFORNIA OFFICE SYSTEMS
1675 SCENIC AVE., STE. 150
COSTA MESA, CA 92626

ASOLVA, INC.
2107 CASTLE HEIGHTS AVE.
LOS ANGELES, CA 90034

CAPITA TECHNOLOGIES, INC.
17600 GILLETTE AVE.
IRVINE, CA, 92614-5702

ASPECT SOLUTIONS INC
35640 FREMONT BLVD., STE. 200
FREMONT, CA, 94536-3420

CARAHSOFT TECHNOLOGY CORP
1890 PRESTON WHITE DRIVE SUITE 201
RESTON, VA, 20191

ATTACHMATE CORP/FKA DCA
PO BOX 84685
SEATTLE, WA, 98124-5985

CEDAR ENTERPRISE SOLUTIONS
400 CONTINENTAL BLVD., 6TH FLOOR
EL SEGUNDO, CA 90245

BIDDERS LIST

CF SYSTEMS
11208 FERINA ST., SUITE-238
NORWALK, CA, 90650

COLUMBUS SUPPLY
875 BEECHWOOD RD
COLUMBUS, OH, 43227

CIBER INC.
313 CONSTITUTION DR., # 200
MENLO PARK, CA 94025

COMP USA, INC.
745 W. HUNTINGTON DRIVE
MONROVIA, CA, 91016-3103

CIPHERIAN INC.
12437 FEATHER DR.
MIRA LOMA, CA 91752

COMP-U--PLUS
20 ROBERT PITT
MONSEY, NY, 10952

CIVIC RESOURCE GROUP
915 WILSHIRE BLVD., SUITE 1805
LOS ANGELES, CA, 90017

ELECTION ADMINSTRATORS, LLC
7790 WATSON RD
ST. LOUIS , MO 63119

CLARITY ELECTION SOLUTIONS (SOE)
500 N. WEST SHORE BLVD., STE., 300
TAMPA, FL 33609-5011

F&M MICRO PRODUCTS, INC
6917 WOODLEY AVE
VAN NUYS, CA, 91406

CLERTECH.COM,INC
3500 N STATE RD 7 290
LAUDERDALE LAKES, FL, 33319

FEDERAL SOURCES, INC
8400 WESTPARK DR., 4THFL
MCLEAN, VA 22102

CLICK2COMPUTER.COM
3921 WILSHIRE BLVD., STE. 310
LOS ANGELES, CA 90005

FIRST NATIONAL MICRO, INC.
3625 W. MACARTHUR BLVD., STE. 304
SANTA ANA, CA 92704

CMJ INFORMATION TECHNOLOGY
18429 NAPA ST.
NORTHRIDGE, CA 91325

FORCE 3, INC.
2147 PRIEST BRIDGE DR., STE. 7
CROFTON, MD 21114

CNS COMPUTER INCDBA COMPUNET
SYSTEMS
3421 N. SAN FERNANDO RD., STE. H
LOS ANGELES, CA 90065

GATEWAY
610 GATEWAY DRIVE
SIOUX CITY, SD, 57049

COLLINS CONSULTING
999 PLAZA DR.
SCHAUMBURG, IL, 60173

GATEWAY SOLUTIONS INC
44295 PAWNEE TERRACE
ASHBURN, VA, 20147

BIDDERS LIST

GEMINI COMPUTER GROUP
111 AVENIDA DEL MAR, STE. 220C
SAN CLEMENTE, CA 92672

KEANE
300 OCEANGATE, STE. 800
LONG BEACH, CA 90802

GHA TECHNOLOGIES
8998 E. RAINTREE DR.
SCOTTSDALE, AZ 85260

LIMELIGHT TECHNOLOGIES INC
535 DOCK STREET, SUITE 210
TACOMA, WA, 98402

GLOBAL COMPUTER CONSULTING
5333 INGLEWOOD BOULEVARD
CULVER CITY, CA 90230

LUMINOUS TECHNOLOGY GROUP, INC
1814 NORTH FREDERIC STREET
BURBANK, CA 91505

HIGH TECH WIRELESS INC
15287 MATURIN DR., APT. 73
SAN DIEGO, CA 92127

MICRO WORLD
326 MAPLE AVE.
TORRANCE, CA 90503

IMPACT SOFTWARE INC.
417 ARDEN AVE., STE. 116
GLENDALE, CA 91203

MIDCOM CORPORATION
4175 E. LA PALMA AVE., STE. 200
ANAHEIM, CA 92807

INTELLIER CORPORATION
3660 WILSHIRE BLVD., STE. 226
LOS ANGELES, CA 90005

MILLENNIUM GROUP SYSTEMS LLC
UNITECK COMP STR.
1212 E. COLORADO BLVD
PASADENA, CA 91106

INTERNATIONAL ADVANTAGE CORP.
23655 VIA DEL RIO, SUITE F
YORBA LINDA, CA 92887

NETCUBE SYSTEMS, INC
1275 ARBOR AVE.
LOS ALTOS, CA 94024

INTERNATIONAL BUSINESS MACHINE
IBM CORPORATION,
600 ANTON BLVD
COSTA MESA, CA, 92626

NETVIZION NETWORKS, INC.
415 WASHINGTON AVE., SUITE 108
WAUKEGAN, IL, 60085

JACQUELINE B & ASSOCIATES INC
283 S. LAKE AVE, SUITE 210
PASADENA, CA 91101

NORTHWEST PACIFIC CORP
1511 E. 5TH ST.
LONG BEACH, CA 90802

K MICRO INC
CORPINFO SERVICES
2050 S. WESTGATE AVENUE
LOS ANGELES, CA, 90025

POINT 5 TECHNOLOGY SOLUTIONS
MEDIA INC
4822 SOUTH CRENSHAW BLVD,
LOS ANGELES, CA, 90043

BIDDERS LIST

POWER COMPUTER
3100 E. WILLOW ST.
SIGNAL HILL, CA 90806

ST. BERNARD SOFTWARE
16882 W. BERNARDO DR.
SAN DIEGO, CA 92127

PROCESS-EXCHANGE, INC.
25876 THE OLD ROAD, #159
SANTA CLARITA, CA, 91381

STAT SOLUTIONS INC
21814 S. EDGAR ST.
CARSON CA 90745

QUALITY SUPPORT SERVICES INC
726 S. CASINO CENTER STE 206
LAS VEGAS NV, 89101

STERLING SOFTWARE
5800 TENNYSON PKWY
PLANO TX 75024

RASHMIE ELECTRONICS INC
44368 SOUTH GRIMMER BLVD
FREMONT CA, 94538

SYSTEMS DESIGN, INC
2811 N 81ST ST
OMAHA, NE, 68134

REDLIGHT FUSION, INC
8400 TAMPA AVE
NORTHRIDGE CA, 91324

TEACO, INC.
9928 E. 55TH PL., STE. A
P.O. BOX 472261
TULSA, OK 74146

ROBIS INC.
107 E FRONT STREET
WHEATON IL 60187

TECHFLOW
12220 EL CAMINO REAL, STE. 300
SAN DIEGO, CA 92130

SDIG, INC.
1693 EUREKA RD., STE. 300
ROSEVILLE, CA 95661

TECHNICAL CONSULTANTS INT'L.
5022 BAILEY LOOP
MCCLELLAN, CA 95652

SEEBEYOND
1047 TURNSTONE RD.
CARLSBAD, CA, 92011-1219

TECHNOLOGY INTEGRATION GROUP
4281 KATELLA AVE., STE. 100
LOS ALAMITOS, CA 90720

SHAMU ENTERPRISES INC.
1715 W. 259 TH ST, SUITE # 6
LOMITA, CA 90717

TRINUS CORPORATION
330 N. BRAND BLVD., STE. 810
GLENDALE, CA 91203

SIERRA CYBERNETICS, INC.
5140 E. LA PALMA AVE., STE. 201
ANAHEIM, CA 92801

UBS UNIQUE BUSINESS SOLUTIONS
3376 LYNCH RD.
PACIFIC, MO 63069

BIDDERS LIST

UNILINX INC.
11539 PARK CIRCLE, UNIT # 202
SANTA ANA, CA 92707

WORLDNET COMPUTERS
34 JOURNEY
ALISO VIEJO, CA 92656

VERSADATA, INC.
9800 S. LA CIENEGA BLVD., STE. 907
INGLEWOOD, CA 90301

WORLDWIDE TECHNOLOGY SOLUTIONS
400 CAPITOL MALL., STE. 900
SACRAMENTO, CA 95814-4430

VIRTUAL PERFORMANCE LLC
6352 MULAN STREET
CORONA, CA 92880

WPO BUSINESS SOLUTIONS INC
2043 WESTCLIFF DRIVE, 305
NEWPORT BEACH, CA, 92660

WE INC
18247 ERWIN ST.
TARZANA, CA 91335

YES SOFTWARE
10385 W. JEFFERSON BLVD.
CULVER CITY, CA, 90232

WEB GRFX INC.
1885 S. ACADEMY BLVD
COLORADO SPRINGS, CO 64511-4511

ZITHER, INC.
3762 HANNAH CT.
CARMEL, IN 46033

WEBB INFORMATION SYSTEMS
PO BOX 50 PMB 346
29000 NORTH SHORE ROAD, LAKE
ARROWHEAD, CA 92352-0050

WEST ADVANCED TECHNOLOGIES INC
6520 E. ROSEBAY ST.
LONG BEACH, CA 90808

WINSOFT CORP.
200 SANDPOINTE AVE, STE. 520
SANTA ANA, CA 92707

WOLCOTT GROUP, LLC
3700 EMBASSY PARKWAY, STE 430
FAIRLAWN, OH, 44333

UNILINX INC.
11539 PARK CIRCLE, UNIT # 202
SANTA ANA, CA 92707

ATTACHMENT II

AGREEMENT

(Election Help Desk System & Support Services)



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ROBIS ELECTIONS INCORPORATED

FOR

ELECTION HELP DESK SYSTEM AND SUPPORT SERVICES

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
ROBIS ELECTIONS INC.
FOR
ELECTION HELP DESK SYSTEM AND SUPPORT SERVICES**

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2008 by and between the County of Los Angeles ("County") a political subdivision of the State of California and Robis Elections Inc. ("Contractor"), a State of Illinois corporation located at 107 E. Front Street, Wheaton, IL 60187. County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, County, through its Department of the Registrar-Recorder/County Clerk ("RR/CC") requires a computer based system to help manage the thousands of calls it receives at the Election Help Desk in regard to Election Day activities or problems (the "Services");

WHEREAS, this Agreement is authorized pursuant to California Government Code Section 31000; and

WHEREAS, Contractor possesses the necessary skills, knowledge, technical competence and staffing to provide the Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

AGREEMENT

1. AGREEMENT AND INTERPRETATION

1.1 Agreement

This base document, together with Exhibits A through N and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement". This Agreement shall constitute the complete and exclusive statement of understanding between the Parties and supercedes any and all prior or contemporaneous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement.

1.2 Interpretation

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, subtask, deliverable, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

- 1.2.1 Exhibit A - Statement of Work
- 1.2.2 Exhibit B - Price & Payment Schedule
- 1.2.3 Exhibit C - County's Administration
- 1.2.4 Exhibit D - Contractor's Administration
- 1.2.5 Exhibit E - Equal Employment Opportunity EEO Certification
- 1.2.6 Exhibit F - Task/Deliverable Acceptance Certificate
- 1.2.7 Exhibit G - Contractor Employee Acknowledgement and Confidentiality Agreement
- 1.2.8 Exhibit H - Jury Service Ordinance
- 1.2.9 Exhibit I - Safely Surrendered Baby Law
- 1.2.10 Exhibit J - Custom Programming Modification Request Form
- 1.2.11 Exhibit K - Community Business Enterprise (CBE) Form
- 1.2.12 Exhibit L - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
- 1.2.13 Exhibit M - Invoice Discrepancy Report
- 1.2.14 Exhibit N - Escrow Agreement

1.3 Construction

The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting.

1.4 Definitions

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.

- 2.2.1 "Absentee Ballot" as used herein shall mean an election ballot to be voted by an absentee voter.

- 1.4.2 “Acceptance” as used herein shall mean County’s written approval of any Task, Subtask, Deliverable, goods, Services or other work provided by Contractor to County.
- 1.4.3 “Acceptance Test” as used herein shall have the same meaning as set forth in Paragraph 12.3 (Acceptance Test).
- 1.4.4 “Agreement” and “Contract” as used interchangeably herein shall have the same meaning as set forth in Paragraph 1.1 (Agreement).
- 1.4.5 “Board” as used herein shall mean the Board of Supervisors of the County of Los Angeles.
- 1.4.6 “Budget” as used herein shall mean County’s fiscal year spending authority as approved by the Board of Supervisors.
- 1.4.7 “Contracts Monitor” as used herein shall mean the person responsible for ensuring administrative contract requirements are met.
- 1.4.8 “Contract Sum” as used herein shall have the same meaning as set forth in Paragraph 7 (Contract Sum).
- 1.4.9 “Contractor’s Key Personnel” as used herein shall have the same meaning as set forth in Paragraph 3.3.2.
- 1.4.10 “Contractor Project Director” as used herein shall have the same meaning as set forth in Paragraph 3.1 (Contractor’s Project Director).
- 1.4.11 “Contractor Project Manager” as used herein shall have the same meaning as set forth in Paragraph 3.2 (Contractor’s Project Manager).
- 1.4.12 “Core Application Software” as used herein shall mean all Core Application Software, modifications, custom programming modifications supplied by Contractor pursuant to this Agreement.
- 1.4.13 “County” as used herein shall have the same meaning as set forth in the Recitals.
- 1.4.14 “County Budget” as used herein shall mean Fiscal Year spending authority as approved by the Board.
- 1.4.15 “County Product” as used herein, shall have the same meaning as set forth in Paragraph 14.1.

- 1.4.16 "County Project Director" as used herein shall have the same meaning as set forth in Paragraph 2.1 (County's Project Director).
- 1.4.17 "County Project Manager" as used herein shall have the same meaning as set forth in Paragraph 2.2 (County's Project Manager).
- 1.4.18 "Custom Programming Modifications" as used herein shall mean those software modifications, object code and related documentation which County may request, and which Contractor shall provide, in accordance with Exhibit A (Statement of Work)
- 1.4.19 "Customization" as used herein shall mean those software modifications, object code and related documentation which County may request, and which Contractor shall provide, in accordance with Task 6 (Custom Programming Modifications) of Exhibit A (Statement of Work).
- 1.4.20 "Day or Days" whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.
- 1.4.21 "Deficiency(ies)" as used herein shall mean and include defects in design, materials, or workmanship; error(s); omissions; deviations from published or mutually agreed upon standards, any of the Specifications or any County-approved Deliverables; or other problems which result in the system not performing in accordance with the provisions of this Agreement, including the Specifications.
- 1.4.22 "Deliverable" as used herein shall mean the completed Task, item, and/or service as identified in Exhibit A (Statement of Work) provided by Contractor under this Agreement.
- 1.4.23 "Department of the Registrar-Recorder/County Clerk" or "RR/CC" as used herein shall have the same meaning as set forth in the Recitals.
- 1.4.24 "Disability Module" as used herein shall mean the component of the System that includes help topics and videos related to working with voters with disabilities.
- 1.4.25 "Documentation" as used herein shall mean any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation for and support of the System.

- 1.4.26 "Effective Date" as used herein shall mean the date of approval of this Agreement by the Board.
- 1.4.27 "Election" as used herein shall mean any Federal, State or local election conducted by County or its designees that utilizes the support of the System.
- 1.4.28 "Election Day" as used herein shall mean the date of any Election as determined by County, or its designee or applicable Federal or state Authorities.
- 1.4.29 "Election Help Desk" as used herein shall mean the RR/CC central point where in-coming calls for information, Election Day problems, and status reports are processed.
- 1.4.30 "Election Material Distribution" as used herein shall have the meaning as set forth in the SOW.
- 1.4.31 "Extension Year" as used herein shall have the meaning as set forth in Paragraph 5.2.
- 1.4.32 "Infringement Claim" as used herein shall have the meaning as set forth in Paragraph 25.1.
- 1.4.33 "Initial Term" as used herein shall have the same meaning as set forth in Paragraph 5.1.
- 1.4.34 "Interface(s)" as used herein shall mean the System Hardware and System Software mechanisms, including source code, object code and related documentation, required to complete the interface(s) between the System and any required County software programs.
- 1.4.35 "Key Personnel" as used herein shall have the same meaning as set forth in Paragraph 3.3.2 of this Agreement.
- 1.4.36 "License" as used herein shall have the same meaning as set forth in Paragraph 13.2 (License).
- 1.4.37 "Invoice Discrepancy Report" or "IDR" as used herein shall have the same meaning as set forth in Paragraph 8.3 (Invoice Discrepancy Report).
- 1.4.38 "Maintenance and Support Services" as used herein shall have the same meaning as set forth in Paragraph 11.1 (Maintenance and Support Services).

- 1.4.39 "Minor Imperfection" as used herein shall have the same meaning as set forth in Paragraph 9.1 (Deficiencies).
- 1.4.40 "Notice to Proceed" as used herein shall mean the notice to Contractor to begin Work.
- 1.4.41 "Option Term" as used herein shall have the same meaning as set forth in Paragraph 5.3.
- 1.4.42 "Other Professional Services" as used herein shall have the same meaning as set forth in Paragraph 11.3 (Other Professional Services).
- 1.4.43 "Party" or "Parties" as used herein shall have the same meaning as set forth in the Recitals.
- 1.4.44 "Project Plan" as used herein shall mean Contractor's written plan which incorporates all Tasks and Subtask required to implement the System.
- 1.4.45 "Project Management" as used herein shall mean Contractor's written plan to provide, implement, monitor and ensure the services required by this Agreement are received by County accordingly.
- 1.4.46 "Registrar-Recorder/County Clerk" as used herein shall mean the Director of the Department of the Registrar-Recorder/County Clerk.
- 1.4.47 "Reports" as used herein shall have the same meaning as set forth in Paragraph 4.4 (Reports by Contractor).
- 1.4.48 "Response Level" as used herein shall have the same meaning as set forth in Subtask 5.2 (Technical Support) of the SOW.
- 1.4.49 "Services" as used herein shall have the same meaning as set forth in the Recitals.
- 1.4.50 "Specifications" as used herein means the specifications for the System Software and System Hardware, as applicable, as set forth in this Agreement, the SOW, and any approved work order for Other Professional Services, including Custom Modifications.
- 1.4.51 "Statement of Work" or "SOW" as used herein shall mean Exhibit A attached to this Agreement, which includes Tasks, Subtasks, and Deliverables required under this Agreement.

- 1.4.52 “Subcontractor” as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Paragraph 24 (Subcontracting).
- 1.4.53 “Subtask” as used herein shall mean one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the SOW or any approved amendment.
- 1.4.54 “System” as used herein shall mean all System Hardware and Software, conversions, Interfaces, and Services described in this Agreement and as otherwise agreed to in writing by Contractor and County pursuant to Paragraph 6 (Amendments), collectively comprising the System.
- 1.4.55 “System Design Report” as used herein shall mean a document describing the scope, cost and planning of Custom Programming Modifications to be provided by Contractor pursuant to Exhibit A (Statement of Work).
- 1.4.56 “System Hardware” as used herein shall mean the equipment and other items to operate the System’s function. References to the System Hardware may include one or more components thereof or all Hardware in the System.
- 1.4.57 “System Software” or “Software” as used herein shall mean all Software supplied by Contractor pursuant to this Agreement. References to the System Software may include one or more components or modules thereof or all System Software in the System.
- 1.4.58 “Task” as used herein shall mean one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.
- 1.4.59 “Term” as used herein shall have the same meaning as set forth in Paragraph 5.3.
- 1.4.60 “Third Party Software” as used herein shall have the mean as set forth in Paragraph 15 (Third Party Software).
- 1.4.61 “Uniform District Election Law” or “UDEL” as used herein shall mean the Uniform District Election Law Elections scheduled in November of odd numbered years.

- 1.4.62 "Updates" as used herein shall have the same meaning as set forth in Paragraph 11.1 (Updates).
- 1.4.63 "User" as used herein shall mean any person or entity authorized by RR/CC to access or use the System.
- 1.4.64 "Voter Eligibility Logic" as used herein shall mean programs and data used to determine a resident's voter registration/eligibility to vote status.
- 1.4.65 "Voter Information Management System" or "VIMS" as used herein shall mean the County voter information database.
- 1.4.66 "Work" as used herein shall mean any and all Tasks, Subtasks, Deliverables, Customizations, goods, and other Services performed by or on behalf of Contractor (including by subcontractors, if any) pursuant to this Agreement, the SOW and all the Exhibits, change orders, and amendments hereto.
- 1.4.67 "Work Schedule" as used herein shall mean Contractor's written milestones and delivery dates to the services requested in the Agreement and SOW.

2. ADMINISTRATION OF AGREEMENT – COUNTY

A listing of all County Administration referenced in the following paragraphs is designated in Exhibit C (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

2.1 County's Project Director

Responsibilities of County's Project Director include:

- 2.2.1 Ensuring that objectives of this Agreement are met;
- 2.2.2 Making changes in the terms and conditions of this Agreement in accordance with Paragraph 6 (Amendments); and
- 2.2.2 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

2.2 County's Project Manager

Responsibilities of County's Project Manager include:

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

2.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

2.2.3 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.3 County's Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price and performance hereunder are not based on the use of County personnel except as otherwise expressly provided in this Agreement.

3. ADMINISTRATION OF AGREEMENT – CONTRACTOR

3.1 Contractor's Project Director

3.1.1 Contractor's Project Director is designated in Exhibit D (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of Contractor's Project Director.

3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all of Contractor's Tasks and Subtasks, delivery of all Deliverables, and ensuring Contractor's compliance with this Agreement.

3.1.3 For the duration of the Initial Term, Contractor's Project Director shall be available to meet and confer with County's Project Director at least quarterly during non-election cycles, and at least bi-weekly during the two-month period prior to any Election Day, either in person or by telephone, to discuss project coordination. Such meetings shall be conducted at a time and place convenient to both County's and Contractor's Project Directors.

3.2 Contractor's Project Manager

3.2.1 Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). Contractor shall notify County in writing of any change in the name or address of Contractor's Project Manager.

- 3.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Status Reports by Contractor).
- 3.2.3 Contractor's Project Manger shall meet and confer, either in person or by telephone, with County's Project Manager on a regular basis as necessary, but no less than weekly during the two month period prior to any Countywide Election.

3.3 Approval of Contractor Staff

- 3.3.1 County has the absolute right to approve or disapprove any of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director and Contractor's Project Manager.
- 3.3.2 Contractor shall endeavor to assure continuity during the Term of this Agreement. Contractor personnel performing key functions under this Agreement, together with Contractor Project Director and Contractor Project Manager, shall constitute Contractor's Key Personnel. Contractor shall promptly replace any Key Personnel vacancies with personnel having qualifications a least equivalent to those being replaced.
- 3.3.3 County's Project Director may require the replacement or removal of any Contractor Key Personnel and may request replacement of any other staff member performing, or offering to perform, Work hereunder. For Contractor Key Personnel, Contractor shall provide County with a resume of each such proposed individual Contractor Key Personnel (or his or her replacement), and an opportunity to interview such person (or his or her replacement) prior to his performing any Work hereunder.
- 3.3.4 In the event Contractor should need to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) Days in advance, except in circumstances in which such notice is not reasonably possible (e.g., a removal for cause or other egregious act) in which event, Contractor shall provide notice as promptly as possible thereafter, and shall Work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 3.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced or removed,

should any transition plan develop pursuant to Paragraph 3.3.4 require filling such vacancy (or, alternatively, terminating such position) and subject further to County's Project Director's right to require replacement or removal of such personnel pursuant to Paragraph 3.3.3.

- 3.3.6 All staff employed by and on behalf of Contractor (a) shall be (i) adults, or (ii) students working pursuant to general academic or student enrichment or intern programs that are consistently applied, and (b) shall be legally eligible to work. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, by electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

3.4 Confidentiality

- 3.4.1 Neither Party will use or disclose the other Party's confidential information without the other Party's prior written consent. This includes any information designated as confidential by the Party when or before it is disclosed. This paragraph does not apply to information (a) after it becomes publicly known through no fault of the receiving Party, (b) already rightfully in the receiving Party's possession when received, (c) developed by the receiving Party without the use of the other Party's confidential information or (d) required to be disclosed by law so long as the other Party is given immediate notice of the request or order that the information be disclosed and the fullest opportunity under law to prevent or limit the disclosure. Each Party acknowledges that its breach of this Section 3.4 may cause the other Party substantial and irreparable harm for which the other Party would be entitled to equitable relief in addition to any available legal remedies. Each Party hereby waives any requirement to post bond or provide other security as a condition to receiving such equitable relief.

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

4. WORK

4.1 General

Contractor shall complete and deliver to County on a timely basis, all Tasks, Subtasks, Deliverables, goods, Services, and other Work as set forth in this Agreement. Contractor acknowledges that it must complete all

work required under this Agreement in a timely manner and in accordance with the requirements and Specifications set forth in the SOW.

4.2 Approval of Work

Contractor shall complete and deliver all Tasks, Subtasks, Deliverables, goods and Services in accordance with the requirements and Specifications set forth in the SOW, and must have written approval of County's Project Director. Written approval by County's Project Director shall be received within five (5) days. In no event shall County be liable or responsible for any payment prior to such written approval.

4.3 Gratuitous Work

If Contractor provides any Tasks, Deliverables, goods, Services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

4.4 Reports by Contractor

Contractor shall provide pre-programmed real-time on-line management "Reports" as described in the Task 7 (Reports and Data Definitions) of the SOW, which include, but is not limited to, the following information:

4.4.1 Period covered by the report.

4.4.2 Election Day Call summary.

4.4.3 Number of calls received by activity categories.

4.4.4 Issues resolved.

4.4.5 Issues escalated.

4.4.6 Issues not resolved.

4.4.7 Ad hoc reports as needed by County

5. TERM

5.1 The "Initial Term" of this Agreement shall be effective upon approval by County's Board of Supervisors and will run for four (4) consecutive years, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

- 5.2 County authorizes the Registrar-Recorder/County Clerk, or her designee, to exercise at her sole discretion, upon notice to Contractor, the option to extend this Agreement up to two (2) additional one-year periods ("Extension Year").
- 5.3 County further authorizes Registrar-Recorder/County Clerk, or his/her designee, at his/ her discretion, to authorize month-to-month extensions for a period not to exceed six (6) months, at the end of the Initial Term or each Extension Year, if exercised. Contractor agrees that such extension(s) shall be at the same rate(s), terms and conditions.
- 5.4 As used herein and except where expressly stated to the contrary, the "Term" shall mean the Initial Term, if extended, each Extension Year, and any month-to-month extension period ("Option Term"), as the case maybe.
- 5.5 County shall notify Contractor of any determination to extend this Agreement not less than thirty (30) Days before any extension period is to begin.
- 5.6 Contractor shall notify RR/CC when this Agreement is within six (6) months from the expiration of the term as provided hereinabove. Upon occurrence of this event, Contractor shall send written notification to RR/CC at the address herein provide in Exhibit C (County's Administration).

6. AMENDMENTS

- 6.1 County reserves the right to initiate changes to this Agreement that do not materially affect the scope of work, Term, Contract Sum or payments. All such changes shall be accomplished with an executed Amendment signed by County's Project Director and Contractor's Project Director.
- 6.2 Except as otherwise provided herein, for any change which materially affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by Contractor and by County's Board of Supervisors.
- 6.3 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term of this Agreement. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Agreement shall be prepared and executed by Contractor and by the Registrar-Recorder/County Clerk, or his/her designee.

- 6.4 The Registrar-Recorder/County Clerk, or his/her designee, may at his/her sole discretion authorize an increase of up to fifteen percent (15%) of the Contract Sum or a change in the work required which collectively increases the Contract Sum up to a maximum of fifteen percent (15%) of the Contract Sum. To implement such changes to an Amendment to the Agreement shall be prepared and executed by Contractor and Registrar-Recorder/County Clerk or his/her designee.
- 6.5 The Registrar-Recorder/County Clerk may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 5 (Term). Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an amendment to the Agreement shall be prepared and executed by Contractor and by the Registrar-Recorder/County Clerk, or his/her designee.

7. CONTRACT SUM

- 7.1 The "Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services and other Work specified under this Agreement. The Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder is: \$2,947,538.
- 7.2 The fees and other applicable rates for the Term of the Agreement are set forth in Exhibit B (Price & Payment Schedule).
- 7.3 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 in this Agreement. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.
- 7.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract Sum authorized under this Agreement. Upon occurrence of this event, Contractor shall send written notification to RR/CC at the address herein provided in Exhibit C (County's Administration).
- 7.5 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by

Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. INVOICES AND PAYMENTS

8.1 Approval of Invoices

All work completed by Contractor must be approved in writing by County. Approval of such work shall not be unreasonably withheld. If County does not approve work in writing, no payment shall be due to Contractor for that work. All invoices submitted by Contractor for payment must have the applicable Task/Deliverable Acceptance Certificate signed by Contractor's Project Director and County Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

8.2 Submission of Invoices

Contractor shall invoice County upon completion of any Tasks, Subtasks, Deliverables, goods and Services and other work which are specified in this Agreement or Exhibit A (Statement of Work), and which have been approved in writing by County pursuant to Paragraph 8.1 (Approval of Invoices). All invoices under this Agreement shall include a Task/Deliverable Acceptance Certificate (Exhibit F) signed by Contractor's Project Director and County Project Director. Invoices shall be submitted in duplicate to the following address:

Registrar-Recorder/County Clerk
Financial Services
12400 Imperial Hwy, Room 7211
Norwalk, CA 90650
Attn: Fiscal Officer
562-462-2680

Each invoice submitted by Contractor shall include:

8.2.1 The Agreement number under which services were performed.

8.2.2 The Tasks, Subtasks, Deliverables, goods, Services or other Work as described in the SOW for which payment is claimed;

- 8.2.3 The billing period;
- 8.2.4 Contractor's State of California Sales and Use Tax permit number, when applicable;
- 8.2.5 Contractor discount, when applicable;
- 8.2.6 The net amount due;
- 8.2.7 Indication of any applicable withhold amount for payments claimed or reversals thereof.
- 8.2.8 Indication of any applicable credits due to County under the terms of this Agreement or reversals thereof, including credits for any liquidated damages assessed in accordance with Paragraph 22 (Liquidated Damages).
- 8.2.9 Any other information requested by County's Project Director.

8.3 Invoice Discrepancy Report

County's Project Director or designee shall review all invoices for any Discrepancies and issue an "Invoice Discrepancy Report" ("IDR"), a sample of which is attached hereto as Exhibit M and incorporated herein by this reference, to Contractor within fifteen (15) Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation reasonably detailing Contractor's objection to the IDR within ten (10) Days of receipt of the IDR from County's Project Director. If County's Project Director does not receive a written response within ten (10) Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. Notwithstanding any partial payments made by County, provided Contractor has timely responded to the IDR as set forth above, Contractor retains its right to seek payment, pursuant to Paragraph 49 (Notice of Dispute and Dispute Resolution Procedure), for any unpaid disputed portion of any invoice. If Contractor does not respond with a written objection to the IDR within the ten (10) Day period set forth above, Contractor waives its right to dispute the IDR and the partial payment by County.

8.4 Sales/Use Tax

The Contract Sum and any amounts invoiced by Contractor to County pursuant to this Paragraph 8.4 (Sales/Use Tax) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes applicable

to System Hardware or Software components. All applicable California sales/use taxes shall be paid directly by Contractor to the state or other taxing authority. Contractor will be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all other California and other state and local sales/use tax on all other items (including Customizations, installation, maintenance, etc.) and shall pay such tax directly to the state or other taxing authority. County shall cooperate with and assist Contractor, at Contractor's expense, in connection with any claim, action, or lawsuit to which the above indemnity applies, including asserting all defenses, claims, or counterclaims reasonably requested by Contractor, including that of sovereign immunity.

8.5 County's Right to Withhold

Notwithstanding any other provision of this Agreement, and in addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work, except that County shall not withhold payment that was already approved before Contractor entered default or failed to provide approved Work.

9. DEFICIENCIES

9.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the System not performing in accordance with the provisions of this Agreement, including the SOW, as determined by County's Project Director in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of the System, or to any material extent ("Minor Imperfection"), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Agreement unless the cumulative effect of such Minor Imperfections is material to the performance of the System.

9.2 Corrective Measures

County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three (3) Days) to either Contractor's Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency in accordance with the provisions of this Agreement including the SOW. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfection to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System that is defective, including Hardware, Software, or other material, or create an Update, in order to remedy a Deficiency.

9.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

10. WARRANTIES

10.1 Contractor hereby represents and warrants to County that the System Software and Hardware, as applicable, shall perform in accordance with the Specifications set forth in the SOW, this Agreement, and any related documentation, including any exhibits and amendments thereto, commencing the Effective Date until the expiration date of this Agreement, including any Extension period thereafter.

10.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use Software without interruption of the system use, subject only to County's obligation to make the required payments and compliance with the terms of any applicable license agreement, (d) this Agreement and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with this Agreement, and (f) neither the performance of this Agreement by Contractor, nor the license to, and use by, County and its

use of the System in accordance with this Agreement will in any way violate any non-disclosure Agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 10.3 All Tasks, Subtasks, Deliverables, goods and services, and other Work shall be performed in a timely and professional manner by experienced, qualified and, if appropriate, licensed or certified personnel.
- 10.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including, but not limited to, Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.
- 10.5 Contractor shall supply sufficient staff to discharge its responsibilities here under in a timely and efficient manner, including as required to comply with Contractor's obligation under this Agreement, including the SOW.
- 10.6 All documentation developed under this Agreement shall be uniform in appearance.

11. MAINTENANCE, UPDATES, AND PROFESSIONAL SERVICES

11.1 Maintenance and Support Services

In exchange for County's payment, Contractor shall provide technical support on any issues related to the System usage via phone, fax or email to County during County's normal business hours on any non-election period for the Term of this Agreement. Contractor shall also provide on-site support while County polls are open for the 2008 Presidential Primary Election or any other election the RR/CC requires on-site support. Maintenance Services shall include the correction of any and all Deficiencies, including Minor Imperfections that occur during the Term. Correction of such Deficiencies shall be at no additional cost to County beyond the Maintenance Fee, as established in Exhibit B (Price & Payment Schedule). If any component of the System requires Maintenance Services, Contractor shall endeavor reasonably to provide such services at County's location, provided that, if Contractor determines it necessary to replace any component, or repair any component at Contractor's facility, Contractor shall pay all shipping costs, and shall provide full replacement value insurance, in connection with the retrieval from, and the return to County's facilities of such component. In addition,

upon the reasonable request of County's Project Director, Contractor will deliver to County a replacement or temporary item prior to removing the component requiring Maintenance Services.

11.2 Updates

Maintenance Services include any upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Customizations, to the System, in whole or in part, and any updates or modifications required during the Term in order for the System to remain in compliance with applicable federal or state laws and regulations (collectively, "Updates"), which shall be provided by Contractor to County at no additional cost beyond the Maintenance fee, as applicable. Any update(s) delivered by Contractor to County shall be deemed a part of and shall be included in such Software licensed to County pursuant to this Agreement. Contractor shall support the System Software and all components provided and approved pursuant to this Agreement, including any Updates and Customizations, installed at any County facility, or licensed to County hereunder, for the Term.

Notwithstanding the foregoing paragraph, County and Contractor agree that during the Warranty and so long as maintenance is renewed, if any Software supplied by Contractor fails to perform as warranted Contractor will replace or repair it at no charge to County. However, updates due to a change in law to otherwise properly functioning products, Contractor will provide updates to properly functioning Software and firmware (but not to Hardware) at no additional charge to comply with a change in law. However, Contractor will charge to replace or refit any Hardware that is properly functioning but must be updated to comply with a change in law. Also, if firmware embedded in Hardware is to be updated for any reason, Contractor will deliver the new firmware at no additional charge with instructions for installation. But any installation requested of Contractor would be subject to an additional charge.

11.3 Other Professional Services

11.3.1 Upon the written request of County's Project Director made at any time and from time-to-time during the Term, Contractor shall provide to County "Other Professional Services," including additional training, on-site support beyond that which is deemed required Maintenance Services pursuant to this Paragraph 11.3 (Other Professional Services), or Exhibit A (Statement of Work), and Customizations or modifications to the System Software that are requested by County's Project Director in order to create new functionality and Customizations not required of Contractor by the SOW or included as part of Maintenance Services (such

Customizations or modifications are collectively referred to as “Customizations”).

- 11.3.2 All Other Professional Services, including Customizations, shall be provided by Contractor (i) if hourly work, at the hourly rate set forth in Exhibit B (Price & Payment Schedule), as adjusted for any Extension Year pursuant to Paragraph 7.4, or (ii) if flat rate or per diem work, including additional training or certain on-site support, at the then current published rate for such Other Professional Services, which as of the Effective Date, are as set forth in Exhibit B (Price & Payment Schedule), the price of which flat rate services may be modified from time-to-time upon ninety (90) Days prior notice to County, plus in each instance the cost of any applicable materials.
- 11.3.3 Upon County’s request for Other Professional Services, Contractor shall provide County, within seven (7) Days of receipt of such request, a System design report, including but not limited to, a written quotation of a maximum fixed price, Design specification, System impact, Contractor staff level recommended, estimated man-hours for completion of the requested Other Professional Services, if applicable, and the cost of any applicable materials. Contractor’s quotation shall be valid for sixty (60) Days from the date of its submission. In the event the requested Other Professional Services are completed by Contractor for an amount less than the quoted price, County shall owe Contractor the lesser of the maximum fixed price quoted to County, or the actual cost of completion. Approval of Other Professional Services, and payment therefore shall be in accordance with Paragraph 4 (Work) and Paragraph 8 (Invoices and Payments), respectively, of this Agreement.
- 11.3.4 Should the cumulative price for all approved and proposed Other Professional Services exceed the dollars available for Other Professional Services, Contractor shall not be required to provide the proposed Other Professional Services unless County modifies Paragraph 7 (Contract Sum), pursuant to Paragraph 6 (Amendments) to increase the Contract Sum by the amount of the excess proposed Other Professional Services.
- 11.3.5 Upon completion, delivery and acceptance by County of any Customizations, such Customizations shall become part of and be included in the System Software, as applicable.

12. SYSTEM TESTS AND ACCEPTANCE BY COUNTY

12.1 General

Each update or Customization, whichever the case may be, shall achieve Acceptance by County when Contractor has completed the applicable Deliverable(s) and County's Project Director has approved in writing, as to the Acceptance Testing of the System has operated thereafter for twenty (20) consecutive Days of production use with no Deficiencies as determined in the sole judgment of County's Project Director, in accordance with all applicable Specifications, this Agreement, and the Statement of Work. Contractor shall submit to County's Project Director for approval, a Task/Deliver Acceptance Certificate, in substantially the form attached hereto as Exhibit F (Task/Deliverable Acceptance Certificate), together with any supporting documentation reasonably requested by County.

12.2 Installation Tests

Contractor shall conduct installation tests on each upgrade or Customization to the System in accordance with Exhibit A (Statement of Work). Contractor shall give County notice of each of the installation tests, and designated representatives of County may observe the installation tests and verify the results as County deems necessary or appropriate. Upon satisfactory completion of each of the installation tests, Contractor shall deliver to County a written certification of completion of the applicable installation test in the form of a completed Task/Deliverable Acceptance Certificate signed by Contractor's Project Director. County will not unreasonably withhold acceptance and approval signature.

12.3 Acceptance Tests

After Contractor delivers to County the completed Task/Deliverable Acceptance Certificate of the applicable installation tests, County may conduct any and all tests, at County's sole discretion, to determine System functionality and reliability with the active assistance of Contractor. The tests (collectively, the "Acceptance Tests") will include, but is not limited to, the following:

12.3.1 Initial System component test to determine whether each System component has been properly installed and is working in accordance with all applicable Specifications;

12.3.2 Integrated System component test to determine whether each System component interfaces and integrates with other System components already installed and whether each such System

component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and this Agreement;

12.3.3 Final System test to ensure that all System components of the project and of all previous updates and modifications interface and integrate with System and each other in the approved operating configuration and operate in accordance with all applicable Specifications and this Agreement.

12.4 Failed Acceptance Testing

If County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Acceptance Test or (ii) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Agreement in accordance with Paragraph 60 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Agreement.

12.5 Certification of Completion

After County's Project Director has determined that the System, as a whole, has achieved acceptance, as set forth in Paragraph 12.1, County shall within thirty (30) Days issue a written certificate of completion.

13. OWNERSHIP, LICENSE AND ESCROW ACCOUNT

13.1 Ownership

13.1.1 The System Software provided to County pursuant to this Agreement, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to Paragraph 13.2 (License). Third Party Software shall remain the property of, and is subject to the licenses granted by its third party owner.

13.1.2 Subject only to Contractor's rights and the rights of the owners of any Third Party Software in their intellectual property that is contained within the System Software, upon acceptance of any new, modified or Customizations to the System Software, or any, as applicable, title to such components delivered prior to such date and approved and accepted by County in accordance with the terms of this Agreement shall pass to County, and County owns all right, title and interest in such components, provided, however, all System Software and any and all of its derivatives shall remain the sole property of Contractor.

13.2 License

13.2.1 Subject to Paragraph 13.1 (Ownership), Contractor hereby grants to County, effective as of the Effective Date, a perpetual, nonexclusive, irrevocable, royalty-free license, to use, including the right to, reproduce, modify, as permitted under Paragraph 13.2.2, and/or make derivative works, unless expressly restricted in this Agreement (the "License").

13.2.2 To use the System Software on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of users. The use of certain Third Party Software shall be subject to limitations as set forth in Paragraph 15 (Third Party Software). This includes, but is not limited to, use by cities within Los Angeles County, unincorporated areas and other governmental agencies that County may allow to access the System.

13.2.3 Contractor warrants (1) that it has full power and authority to grant the License and all other rights granted by this Agreement to County, (2) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, and (3) that neither the performance of this Agreement by Contractor, nor the license to, and use by, County and its users of the System or any part thereof in accordance with this Agreement will any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

13.3 Source Code Escrow

Contractor shall establish a third party Escrow Agreement with Escrow Company, which shall remain valid through the term of this Agreement. Source codes for the System Software shall be deposited (Deposit Material) as part of the Agreement. The initial term of the Escrow Agreement shall be four (4) years from the effective date of the Escrow Agreement and may be renewed (at the sole discretion of County) for two (2) additional years. Contractor shall be responsible for providing County with the relevant documentation and the Master Deposit Account Number, to validate the Escrow Agreement, within thirty (30) calendar days from the execution date of this Contract. The Escrow Agreement shall be incorporated into and shall become an integral part of this Agreement. Refer to Exhibit N (Escrow Agreement) for related fees.

13.3.1 Initial Deposit – Contractor shall submit the initial deposit materials to Escrow company within thirty (30) days of the effective date of this Agreement or no later than thirty (30) days after the completion date for the development of the Deposit Material. Escrow Company shall notify County within ten (10) days of receipt of the initial deposit materials.

13.3.2 Deposit Material Updates: Contractor shall submit updates to the initial Deposit Materials to Escrow Associates within thirty (30) days of any material modification, upgrade or new release of the software. Escrow Company shall notify Contractor and County within ten (10) days of receipt of updates to the deposit materials.

13.3.3 Release: The deposit materials, including any copies thereof, will be released to County after the receipt of the written request to release as set forth in the release procedure below:

- 1) Contractor notifies Escrow Company in writing to effect such release; or
- 2) County makes written request to Escrow Company; and
 - a) County asserts that Contractor has ceased all business operations without a successor or assign; or
 - b) County asserts that Contractor has filed for bankruptcy protection.

13.3.4 County Request for Release: If the provisions of the release procedure are met, Escrow Company will within ten (10) business days forward a complete copy of the request to Contractor. Contractor shall have thirty (30) days to make any and all objections in writing, to the release known to the Escrow Company. If after thirty (30) days the Escrow Company has not received any written objection from Contractor, the Escrow company shall release the deposit materials to County as instructed by County.

13.3.5 Arbitration: Except as expressly provided herein, any dispute of claim arising out of the or relating to the Escrow Agreement or breach thereof, may be settled in the County of Los Angeles, State of California by non-binding arbitration administered by the American Arbitration Association in accordance within its Commercial Arbitration Rules. This provision shall not limit or preclude the parties from executing their legal rights and remedies under this Agreement.

14. OWNERSHIP OF MATERIAL, SOFTWARE AND COPYRIGHT

14.1 Except for the System Software and any derivatives thereof, County shall be the sole owner of all rights, title and interest, including copyright, in and to all software, plans, reports, acceptance test criteria, acceptance test plans, the SOW, departmental procedures and processes, data, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Agreement (hereinafter "County Product") which are originated or created through Contractor's work pursuant to this Agreement.

14.2 Except for the System Software and any derivatives thereof, Contractor shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's rights, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Agreement.

- 14.3 During the Term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Agreement. County shall have the right to inspect, copy, and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.
- 14.4 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 14.5 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 14.6 Notwithstanding any other provision of this Agreement, County will not be obligated to Contractor in any way under Paragraph 14.5 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 14.4 or for any disclosure which County is required to make under any state or federal law or order of court.
- 14.7 All the rights and obligations of this Paragraph 14 (Ownership of Material, Software and Copyright) shall survive the expiration or termination of this Agreement.

15. THIRD PARTY SOFTWARE

- 15.1 Certain System Software, being the operating software and no other software (hereinafter "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the System to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software,

fully satisfy all requirements of the Agreement without the need for any modification of the Third Party Software by Contractor or otherwise.

- 15.2 County acknowledges that it may have to execute certain third party license agreements in respect to the Third Party Software. These third party license agreements shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license agreement conflicts with this Agreement as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Agreement. Contractor warrants that whether or not such third party license agreements are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with all of the terms of this Agreement. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Paragraph 13.2 (License).
- 15.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Agreement, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Agreement for convenience pursuant to Paragraph 59 (Termination for Convenience), the obligations of Contractor as set forth in this Paragraph 15 (Third Party Software) shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

16. MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Upon contract award, Contractor must register in County's WebVen. The WebVen contains the Contractor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing County's home page at http://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

17. WARRANTY AGAINST CONTINGENT FEES

- 17.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 17.2 For breach of this warranty, County shall have the right to terminate this Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. INDEPENDENT CONTRACTOR STATUS

- 18.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever.
- 18.2 County 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 Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under this Agreement.
- 18.3 Contractor understands and agrees that all persons performing Work pursuant to this Agreement are not, for purposes of Workers' Compensation liability, employees of County. County shall not be liable or responsible for furnishing any Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Agreement.
- 18.4 Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit G) for each employee performing Work under this Agreement and for each Contractor employee having direct contact with County (either by telephone, by electronic or written correspondence, or in person) pursuant to this Agreement. Such agreements shall be delivered to the RR/CC Contracts Section, to the attention of the Contracts Monitor.

19. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

20. GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

20.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Registrar-Recorder/County Clerk
Contracts Section
12400 Imperial Highway, Room 5203
Norwalk, CA 90650
Attn: Contract Monitor

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that County is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and
- Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to

investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

20.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.

20.3 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance or provide evidence of insurance coverage acceptable to County shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

20.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

20.5 Compensation for County Costs:

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

20.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- Contractor providing evidence of insurance covering the activities of subcontractors, or
- Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

21. INSURANCE COVERAGE REQUIREMENTS

21.1 General Liability insurance

General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

21.2 Automobile Liability

Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

21.3 Workers’ Compensation and Employers’ Liability

Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

21.4 Professional Liability insurance

Professional Liability insurance covering liability arising from any error, omission, negligent, or wrongful act of Contractor, its officers or its employees with a limit of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

22. LIQUIDATED DAMAGES

- 22.1 If, in the judgment of the Registrar-Recorder/County Clerk, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Registrar-Recorder/County Clerk, or his/her designee, at his/her option, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the Registrar-Recorder/County Clerk, or his/her designee, in a written notice describing the reasons for said action.
- 22.2 If the Registrar-Recorder/County Clerk determines that there are Deficiencies in the performance of this Agreement that the Registrar-Recorder/County Clerk deems are correctable by Contractor over a certain time span, the Registrar-Recorder/County Clerk will provide a written notice to Contractor to correct the Deficiency within specified time frames. Should Contractor fail to correct Deficiencies within said time frame, the Registrar-Recorder/County Clerk may:
- (a) Deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a Deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per Day per infraction, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
 - (c) Upon giving five (5) Days notice to Contractor for failure to correct the Deficiencies that may result in delay of delivering legally mandated services, County may correct any and all Deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 22.3 The action noted in Paragraph 22.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

22.4 This Paragraph 22 (Liquidated Damages) shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Paragraph 22.2, and shall not, in any manner, restrict or limit County's right to terminate this Agreement as agreed to herein.

23. COUNTY'S QUALITY ASSURANCE PLAN

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

24. SUBCONTRACTING

24.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 24 (Subcontracting). Any agreement (written or oral) by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement.

24.2 If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

24.2.1 The reason for the particular subcontract.

24.2.2 A detailed description of the Work to be performed by the proposed subcontractor.

24.2.3 Identification of the proposed subcontractor and a reasonable explanation of why and how the proposed subcontractor was selected.

- 24.2.4 A draft copy of the proposed subcontract (price and other cost and financial information may be redacted) which shall contain, at a minimum, the provisions set forth in this Agreement. The provisions of the approved Subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of County's Project Director, which approval shall not be unreasonably withheld.
- 24.2.5 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance.
- 24.2.6 Any other information and certifications reasonably requested by County.
- 24.2.7 County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County's Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 24 (Subcontracting) (price and other cost and financial information may be redacted) on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.
- 24.3 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement.
- 24.4 In the event that County consents to any subcontracting, Contractor shall assure that any subcontractor personnel shall be immediately removed from the provision of any services under the particular subcontract at the request of County. Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to cause Contractor to terminate, in whole or in part, any subcontract at any time upon notice to Contractor when such subcontractor is deemed by County to be in breach of this Agreement or to have caused Contractor to be in breach of this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any directors, shareholders, officers, employees, or agents of Contractor or any subcontractor, for any

claims, demands, damages, liabilities, losses, costs, or expenses, including defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such rights.

- 24.5 In the event that County consents to any subcontracting, the subcontractor, on behalf of itself, its successors and administrators, shall assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of this Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 24.6 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.
- 24.7 In the event that County consents to any subcontracting, Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality Agreement for each of subcontractor's employees performing Work under the subcontract. Such Agreements may be obtained from and shall be delivered to the RR/CC Contracts Section, Contracts Monitor with 3 Days after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

25. PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 25.1 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting or professional fees, as such are incurred, for or by reason of any actual or alleged infringement of any patent or copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the system or the operation and utilization of the Work under this Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Paragraph 25.1 if any infringement claim is caused by use by County of the System other than in accordance with the Specifications and other applicable Documentation, including all applicable license agreements. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 25.1 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, such consent not to be unreasonably withheld; provided that Contractor has sole control of the

defense or settlement of the Infringement Claims. County shall cooperate with and assist Contractor, at Contractor's expense, in connection with any claim, action, or lawsuit to which the above indemnity applies, including asserting all defenses, claims, or counterclaims reasonably requested by Contractor, including that of sovereign immunity. In addition, Contractor shall not, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County, which monetary judgment in any event shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

- 25.2 Without limiting the foregoing, in the event County's Project Director becomes aware that ongoing use of the System, or any part thereof, is the subject of any Infringement Claim that might preclude or impair County's use of the System or any component thereof (e.g., injunctive relief), or that County's continued use of the System may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such fact(s). Upon notice of such facts, Contractor shall, at no cost to County, either (a) procure the right, by license or otherwise, for County to continue to use the affected portion of the System, to the same extent of County's license under this Agreement, or (b) to the extent Contractor is unable to procure such right, replace or modify the System, in County's reasonable determination, to become non-infringing, non-misappropriating and/or non-disclosing. If Contractor (i) fails to complete the remedial acts set forth above within forty-five (45) Days of the date of the notice from County, or, (ii) if completion is not possible despite Contractor's commercially reasonable best efforts within such forty-five (45) Day period, Contractor fails to make substantial progress towards completing such remedial acts and County has not approved in writing (such approval not be unreasonably withheld or delayed) Contractor's plan of completing such remediation, then in either instance County shall have the right without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the System or damages or other costs or expenses. Contractor shall indemnify County for all amounts paid and all-direct and indirect costs associated with such remedial acts.

26. LIMITATION OF LIABILITY

Except with respect to (a) Contractor's gross negligence or willful misconduct, (b) Contractor's breach of Paragraph 10 (Warranties), (c) the occurrence of any event giving rise to Contractor's indemnification obligations pursuant to Paragraph 25 (Patent, Copyright and Trade Secret Indemnification), or (d) acts, errors, or omissions in the performance of Work hereunder by Contractor (or by Contractors' agents, employees, officers, directors, shareholders, or

subcontractors) that substantially and directly result in or cause an Election return (or any portion thereof) to be disallowed and require such Election (or portion thereof) to be repeated or rerun, County agrees that if Contractor has substantial and direct liability, whether arising under contract, tort, strict liability, or other form of action, such liability shall not exceed the greater of (i) the moneys paid to Contractor under this Agreement during the 12-month period preceding the event giving rise to such liability, or (ii) the maximum amount of insurance coverage applicable to any liability for which Contractor has obtained insurance coverage.

27. ASSIGNMENT BY CONTRACTOR

- 27.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 27 (Assignment by Contractor), County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 27.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 27.3 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

28. AUTHORIZATION WARRANTY

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

29. BUDGET REDUCTIONS

In the event that 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, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Contractor may reduce the level of services provided by a corresponding amount.

30. COMPLAINTS

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

- 30.1 Within thirty (30) Days after the Effective Date of the Agreement, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to User complaints.
- 30.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 30.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 30.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 30.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 30.6 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.
- 30.7 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

31. COMPLIANCE WITH APPLICABLE LAW

- 31.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 31.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

32. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

33. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of 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 Agreement.

33.2 Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service

Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph 33 (Compliance with County's Jury Service Program), "contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33 (Compliance with County's Jury Service Program). The provisions of this Paragraph 33 (Compliance with County's Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the program.
4. Contractor's violation of this Paragraph 33 (Compliance with County's Jury Service Program) may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion,

terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34. CONFLICT OF INTEREST

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

34.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. 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 34 (Conflict of Interest) shall be a material breach of this Agreement.

35. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

36. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

36.1 Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

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

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT

37.1 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 County's policy to conduct business only with responsible Contractors.

37.2 Chapter 2.202 of the County Code

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

37.3 Non-responsible Contractor

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 County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

37.4 Contractor Hearing Board

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the RR/CC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
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.
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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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.

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.

37.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

38. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

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

- 39.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 39.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain 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).

40. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 40.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) Days after the occurrence.
- 40.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

41. EMPLOYMENT ELIGIBILITY VERIFICATION

- 41.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 41.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation by Contractor of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

42. FACSIMILE REPRESENTATIONS

County and 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 6 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

43. FAIR LABOR STANDARDS

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

44. GOVERNING LAW, JURISDICTION, AND VENUE

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

45. MOST FAVORED PUBLIC ENTITY

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

46. NONDISCRIMINATION AND AFFIRMATIVE ACTION

46.1 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.

46.2 Contractor shall certify to, and comply with, the provisions of Exhibit E (Contractor's EEO Certification).

46.3 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.

- 46.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 46.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 46.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 46 (Nondiscrimination and Affirmative Action) when so requested by County.
- 46.7 If County finds that any provisions of this Paragraph 46 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 46.8 The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County 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 Agreement.

47. NON EXCLUSIVITY

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

48. NOTICE OF DELAYS

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

49. NOTICE OF DISPUTE AND DISPUTE RESOLUTION PROCEDURE

- 49.1 Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Agreement. If County's Project Manager or County's Project Director is not able to resolve the dispute, the Registrar-Recorder/County Clerk, or her designee shall resolve it.
- 49.2 Contractor and County agree to act immediately to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 49 (Notice of Dispute and Dispute Resolution Procedure). Time is of the essence in the resolution of disputes.
- 49.3 Contractor and County agree that, the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any Contractor performance which County, reasonably determines should be delayed as a result of such dispute.
- 49.4 If Contractor fails to continue without delay its performance hereunder which County, reasonably determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 49.5 If County fails to continue without delay to perform its responsibilities under this Agreement which County reasonably determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly

reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

- 49.6 In the event of any dispute between the Parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 49.7 In the event that the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed two (2) Days from the date of submission of the dispute, then the matter immediately shall be submitted to the Parties' respective Project Directors (with a copy to County's Project Manager) for further consideration and discussion to attempt to resolve the dispute.
- 49.8 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed three (3) Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president and the Registrar-Recorder/County Clerk. These persons shall have five (5) Days to attempt to resolve the dispute.
- 49.9 In the event that at these levels, there is not a resolution of the dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 49.10 All disputes utilizing this dispute resolution procedure shall be documented in writing by each Party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 49 (Notice of Dispute and Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 49.11 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 62 (Termination for Insolvency), Paragraph 60 (Termination for Default), Paragraph 61 (Termination for Improper Consideration), Paragraph 59 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraph 14 (Ownership of Materials, Software and Copyright), and Paragraph 3.4 (Confidentiality), shall not be subject to this dispute resolution procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any

such termination or such injunctive relief has been obtained.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

51. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

52. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either Party giving fifteen (15) Days prior written notice thereof to the other Party. The Registrar-Recorder/County Clerk shall have the authority to issue all notices or demands required or permitted by County under this Agreement.

53. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

54. PUBLIC RECORDS ACT

54.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 56 (Record Retention and Inspection/Audit Settlement) of this Agreement, become the

exclusive property of County. 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”. County 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.

- 54.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.
- 54.3 Notwithstanding the foregoing, Contractor retains all intellectual property rights, including without limitation copyrights, in any software object code and software source code delivered to County under this Agreement.

55. PUBLICITY

- 55.1 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:
- Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Agreement, 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 County without the prior written consent of County’s Project Director. County shall not unreasonably withhold written consent.
- 55.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 55 (Publicity) shall apply.

56. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 56.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 56.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 56 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 56.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by

County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

56.4 In addition to the above, Contractor agrees, should the County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Agreement, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this Paragraph 56 (Record Retention and Inspection/Audit Settlement) relative to Contractor's employees who have provided services to County under this Agreement is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

57. RECYCLED BOND PAPER

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

58. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 39 (Contractor's' Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar Days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 60 (Termination for Default), and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

59. TERMINATION FOR CONVENIENCE

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

59.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

59.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement shall be maintained by Contractor in accordance with Paragraph 56 (Record Retention and Inspection/Audit Settlement).

59.4 Upon expiration or termination of the Agreement, (a) County shall promptly return to Contractor all copies of the System Software in its control, (b) the licenses and Services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

60. TERMINATION FOR DEFAULT

- 60.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 60.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 60.1, County may procure, upon such terms and in such manner as County and Contractor may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County and Contractor, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph 60 (Termination for Default).
- 60.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 60.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor 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 Contractor to meet the required performance schedule. As used in this Paragraph 60.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 60.4 If, after County has given notice of termination under the provisions of this Paragraph 60 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Paragraph 60 (Termination for Default), or that the default was excusable under the provisions of Paragraph 60.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 59 (Termination for Convenience).
- 60.5 In the event County terminates this Agreement in its entirety due to Contractor's default as provided in Paragraph 60.1, Contractor and County agree that County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, Contractor and County agree that County shall, at its sole option and in lieu of the provisions of Paragraph 60.2, be entitled to liquidated damages from Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to County for such actual damages. This amount of liquidated damages shall be either paid by Contractor to County by cash payment upon demand or, at the sole discretion of the Registrar-Recorder/County Clerk, or designee, deducted from any amounts due to Contractor by County, whether under this Agreement or otherwise. These liquidated damages shall be in addition to any credits, which County is otherwise entitled to under this Agreement, and Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 19 (Indemnification).
- 60.6 The rights and remedies of County provided in this Paragraph 60 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 60.7 Upon expiration or termination of the Agreement, (a) County shall promptly return to Contractor all copies of the System Software in its control, (b) the licenses and Services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

61. TERMINATION FOR IMPROPER CONSIDERATION

- 61.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or

agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 61.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 61.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.
- 61.4 Upon expiration or termination of the Agreement, (a) County shall promptly return to Contractor all copies of the System Software in its control, (b) the licenses and Services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

62. TERMINATION FOR INSOLVENCY

- 62.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor; or
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 62.2 The rights and remedies of County provided in this Paragraph 62 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62.3 Upon expiration or termination of the Agreement, (a) County shall promptly return to Contractor all copies of the System Software in its control, (b) the licenses and Services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

63. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

63.2 Upon expiration or termination of the Agreement, (a) County shall promptly return to Contractor all copies of the System Software in its control, (b) the licenses and Services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

64. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

64.2 Upon expiration or termination of the Agreement, (a) County shall promptly return to Contractor all copies of the System Software in its control, (b) the licenses and maintenance services under this Agreement shall terminate, (c) each Party shall return to the other Party all copies of the other Party's confidential information in such Party's control and (d) any unpaid portion of the Contract Sum due Contractor by County be paid to Contractor.

65. VALIDITY

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

66. FORCE MAJEURE

Either Party's obligations hereunder will be suspended so long as compliance is impeded or prevented by causes beyond the Party's reasonable control, which may include acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances and acts or regulations of governmental entities.

67. WAIVER

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 67 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ROBIS ELECTIONS INC.
FOR
ELECTION HELP DESK SYSTEM AND SUPPORT SERVICES**

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

COUNTY OF LOS ANGELES


ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By _____
Chair, Board of Supervisors

By _____

Contractor

By  _____

Name David Davoust

Title President

Tax ID # 81-0681382

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel


By  _____
Patrice Salseda
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

(Election Help Desk System & Support Services)

**STATEMENT OF WORK
FOR
ELECTION HELP DESK SYSTEM AND SUPPORT SERVICES**

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**STATEMENT OF WORK
FOR
ELECTION HELP DESK SYSTEM AND SUPPORT SERVICES**

1. INTRODUCTION

This Statement of Work (SOW) defines the work to be delivered by Contractor to County under the Agreement. This document also incorporates by reference all Contractor obligations set forth in the body of the Agreement. Capitalized terms used in this SOW shall have meaning set forth in the body of the Agreement, and if such terms are not defined in the Agreement, they shall have the meaning set forth in this SOW.

Los Angeles County is the largest election jurisdiction in the U.S. with more than four million registered voters. Approximately 25,000 poll workers are recruited and more than 5,000 voting precincts are selected and utilized in a typical countywide election.

The RR/CC is responsible for conducting regularly scheduled elections on dates established by State law. The RR/CC also conducts special elections within its jurisdiction to fill vacancies, recall office holders, obtain voter approval for bond measures, and other election support functions when directed or requested. The list below shows a timetable for regularly scheduled as well as special elections.

Election Timetable

- Uniform District Election Law (UDEL) Elections are scheduled in November of odd numbered years.
- Primary Elections are scheduled in June of even numbered years.
- General Elections are scheduled in November of even numbered years.
- Special Elections are scheduled when called.
- Presidential Primary Elections are scheduled in February beginning 2008.

2. BACKGROUND

During the two weeks immediately preceding an election, as well as Election Day, the RR/CC Election Help Desk receives thousands of calls from many sources including voters, pollworkers, candidates, the media, community groups, and municipalities. These phone banks are staffed by more than 50 operators. The highest volume of calls occurs on Election

Day when thousands of voters may call to inquire about their voting location or pollworkers reporting problems with their assigned poll location.

The RR/CC currently uses a paper-intensive process to track these calls from initiation to completion. A variety of computerized tracking systems (from an Excel spreadsheet to custom database applications) are used to produce management reports and provide rudimentary tracking capabilities. The current processes often result in keying of duplicate/redundant information, labor-intensive escalation procedures, delays in reporting status of critical events, and inconsistent dissemination of information that may result in the voter or pollworker receiving incorrect information.

3. SCOPE OF WORK

Contractor shall provide a centralized Election Help Desk Support System (“System”) that meets or exceeds the functional requirements listed in this SOW, Subtask 2.2 (Functional Requirement Specifications). Contractor shall deliver the System, software/hardware, interfaces, reporting, training, post implementation support services and related project management services to accomplish all of the Tasks, Subtasks, and Deliverables set forth in the Agreement and in this SOW. Such services shall include but are not limited to, (a) installation, testing and configuration of the Core Application Software, (b) building data interfaces to the County’s Voter Information Management System (DIMSNNet) to facilitate exchange of information, (c) providing on-site and telephone technical support, (d) providing technical and end-user training, and (e) Custom Programming Modifications.

The System shall include functions that directly support RR/CC’s Election Help Desk and election-day troubleshooting operations. Contractor shall conduct a review of County’s current business processes to determine how the System will support those processes. Contractor is responsible for all acts, products, and services required to provide County with a System that is fully functional as set forth herein, whether or not the acts, products, or services required to do so are specifically identified as a Task, Subtask, or Deliverable in the Agreement or SOW. Unless otherwise expressly stated, all work described herein shall be performed by Contractor.

Contractor shall furnish all services, materials, supplies and supervision required to complete each Task listed herein to the County Project Director’s satisfaction. Acceptance testing shall occur as the Contractor delivers and installs (a) Software and (b) Custom Programming Modifications.

Contractor shall provide Deliverables in a file format compatible with the following RR/CC standard software:

- Microsoft Word 2000 - Word Processing
- Microsoft Excel 2000 - Spreadsheet
- Microsoft PowerPoint 2000 - Project Presentations
- Microsoft Access 2000 - Database Manager
- Visio Version 2000 - Illustrations, Flowcharts, and Drawings
- Microsoft Project 2000 - Project Manager

4. TASKS AND DELIVERABLES

The following Tasks and associated Subtasks shall be addressed in the Project Plan prepared pursuant to Task 1 (Project Planning and Management):

TASK 1 - PROJECT PLANNING AND MANAGEMENT

Project planning and task/work management processes are critical in ensuring successful implementation of the System and to facilitate tracking of time-sensitive events. A comprehensive and detailed plan for System implementation shall be developed by Contractor and delivered to County. The Plan shall incorporate all Tasks, Subtasks, and Deliverables required under the Agreement, SOW, and any amendments to the Agreement. This plan shall be known as the Election Help Desk Implementation Plan ("Plan").

Upon execution of the contract, Contractor shall prepare the Plan, with attachments as defined in this SOW. Within two weeks of execution of the contract, Contractor shall meet with RR/CC on a date and location mutually agreeable to both Parties to discuss the Plan. In the initial meeting, County shall submit administrative, operational, and technical contact information, including name, phone number, and email address, to Contractor. County shall also inform Contractor of any new State or Federal mandates that may require System or business process modifications.

Contractor shall deliver the plan within 14 days of initial meeting with County. County shall review the Plan and submit changes to Contractor within seven (7) days of receipt. Contractor shall review the changes requested by County and be prepared to reject or approve the changes within 48 hours. County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan, the Agreement, SOW, and amendments to the Agreement.

The Plan shall include the following:

1. Name of Contractor's staff who will be assigned as the on-site Project Manager for the Election. Project Manager shall possess three (3) years experience performing similar services in a jurisdiction with greater than 750,000 registered voters.
2. A list of Contractor's staff who will be assigned to provide on-site support for the following areas: a) Operations; b) Administrative; and c) Technical. Include a short description of duties and responsibilities for each staff member.
3. A list of Contractor's milestones, tasks and subtasks required to successfully support the Election Help Desk. Include a Gantt chart that lists all tasks and dependencies, start and end dates, and responsibility assignments. At a minimum, include all Tasks, Subtasks, and Deliverables in the Agreement, SOW, and amendments to the Agreement.
4. A recommended list of tasks and subtasks to be executed by the County as determined by Contractor after review and approval by County's Project Director.
5. A list of County approved subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that subcontractors will provide.
6. A list of procedures for transfer or input of internal County business rules or processes to the database that will be used to support the Election Help Desk, as well as a preliminary schedule, responsibility assignments, and estimated completion dates. The preliminary schedule shall be reviewed and approved by the County before it is considered final. County is aware that changes to the approved schedule may be necessary and shall be handled on a case-by-case basis.
7. A list of resources required by Contractor, to be provided by County, to successfully support the Election Help Desk. Resources may include but are not limited to office supplies, office space, administrative computers, printers, and other office or administrative related items.
8. A list of dates and location of periodic meetings that are to be held to review the Plan and report on status of critical tasks. Include an agenda and minutes for each meeting.

County shall be responsible for overall oversight and control of Tasks identified in the Agreement, SOW and amendments to the Agreement. Contractor shall manage and coordinate all Tasks and Subtasks listed in the Plan. Contractor shall provide sufficient staff to complete its assigned Tasks and Subtasks as described in the Plan and report progress to County's Project Director in writing. Any changes to the Plan must be reviewed and approved by the County Project Director. Such approval will not be unreasonably withheld.

TASK 1 DELIVERABLES:

Contractor shall prepare the Plan in compliance with the Project Management specifications set forth above and delivers it to County within 14 days of initial Board approval meeting. County shall review the Plan and submit final changes no later than 7 days after receiving Plan from Contractor. Contractor shall review the changes requested by County and be prepared to discuss in detail within 48 hours.

TASK 2 - TECHNICAL REQUIREMENTS AND FUNCTIONAL SPECIFICATIONS

Subtask 2.1 - Technical Requirements

The RR/CC operates a Microsoft Windows 2000 domain server environment using TCP/IP as the primary network protocol. RR/CC software standards require the use of Microsoft products including, but not limited to: a) office productivity applications, b) operating systems (server and desktops), c) database management software, d) internet platforms, and e) software development tools. Exceptions may be given for a narrow range of applications if there is a compelling requirement that can only be met by non-Microsoft products.

The System must be web-enabled and developed using Microsoft's NET framework, Visual Basic .NET (VB.NET) and Active Server Pages .NET (ASP.NET).

Contractor shall ensure that all System Software, including non Microsoft third party components and other work hereunder are compatible with RR/CC's existing information technology (IT) environment.

Deliverable 2.1

Contractor shall provide written certification that System and all its components meet the technical requirements listed in subtask 2.1.

Subtask 2.2 - Functional Requirements Specifications

Contractor shall provide the capability to build a fully indexed and searchable knowledge base for solving election related issues (customized to meet County's need) without programmer intervention. This knowledge base will be used by RR/CC Election Help Desk operators to resolve caller issues or escalate them to higher level staff. The list below contains a list of categories including, but not limited to, issues that may be encountered in typical election related calls. System must be capable of presenting a decision tree that contains information including, but not limited to, these categories to allow Election Help Desk operators to process election related telephone calls.

- Voting equipment operation/troubleshooting
- Touchscreen voting
- Missing/needed supplies
- Voter eligibility - registration status
- Multi-lingual issues
- ADA issues
- Absentee ballots
- Provisional voting
- Polling place location
- Pollworker issues
- Truck driver issues
- Electioneering

System shall provide the following functions:

- a. Correct information and procedures for each category listed above. Procedures shall conform with internal County requirements and such requirements shall be provided to Contractor pursuant to item 6 under Task 1 (Project Planning and Management).
- b. Searchable help topics related to categories listed above.
- c. Mechanisms for attaching multiple graphic images or videos to help topics.
- d. Capability to escalate trouble calls to higher level staff (called troubleshooters) by providing software functions that can automatically classify certain calls based on categories, which are pre-determined and are driven by internal RR/CC procedures and requirements.
- e. Easy-to-use screens for call logging, tracking & management

- 2.2.1 Track and manage election related phone calls, including, but not limited to:
 - 2.2.1.1 Provide decision support logic so that any operator can handle incoming issues.
 - 2.2.1.2 Define and create a standard set of problem resolutions that shall address issues listed below :
 - Voting equipment malfunction
 - Touchscreen voting operating procedures
 - Missing equipment or supplies
 - Voter eligibility questions (i.e. registration status)
 - Procedures for responding to Multilingual voters
 - Procedures for responding to ADA issues
 - Absentee ballots exception handling
 - Provisional voting procedures
 - Determining voter's Polling location
 - Pollworker problem reporting, escalation, and resolution
 - Truck driver issues
 - Electioneering
 - 2.2.1.3 Provide correct information and procedures for each situation.
 - 2.2.1.4 Provide searchable help topics.
 - 2.2.1.5 Provide the ability to attach multiple graphic images or videos to help topics.
- 2.2.2 Call/Issue Logging & Management that includes, but is not limited to:
 - 2.2.2.1 Pre-defined call escalation protocol.
 - 2.2.2.2 Track status of calls/issues:
 - Each issue is assigned a unique ID for tracking
 - Route caller to issue handler
 - Flag duplicate calls
 - Provide caller with update

- 2.2.2.3 Ability to log information about each call:
 - Name and phone number of the caller
 - Category (e.g. voter, pollworker, media)
 - Issue/problem type
 - Section/Divison – for calls initiated from within the RR/CC
 - Email address
- 2.2.2.4 Associate calls with polling places.
- 2.2.2.5 Track complaints by category.
- 2.2.2.6 Log polling place status (i.e. opening, closing, complaints).
- 2.2.2.7 Record voter turnout based on manually inputted unofficial precinct estimates received from Precinct Inspectors.
- 2.2.2.8 2-way SMS text messaging or other communication techniques using web-enabled phones for communication with field troubleshooters for problem resolution.

2.2.3 Operator Management

- 2.2.3.1 Define groups/pools of operators.
- 2.2.3.2 Provide management with the ability to alert Election Help Desk operators, either all or specific group/pool, of a special issue or problem.
- 2.2.3.3 Customize displays that can emphasize group/pool specific fields by operator.

2.2.4 Management reporting and audit trails

- 2.2.4.1 Ability to filter report content by search criteria including, but not limited to, problem resolution category, operator group/pool, call source, polling place, and supervisorial district.

- 2.2.5 System shall provide additional search criteria for Election Help Desk operators to search polling places. The following are additional search capabilities:

- 1) Voters name
- 2) Address
- 3) Street
- 4) Date of birth
- 5) Driver license
- 6) Zip code
- 7) City
- 8) Code number

2.2.6 System shall provide the ability to flag duplicate calls and see call status.

2.2.7 System shall have the ability to track calls from government entities (i.e. City Clerks) and provide Election Help Desk operators with the ability to view the status of the request/problem. The System shall track calls using, but not limited to, the following criteria:

- 1) Log identifier
- 2) City
- 3) Document number
- 4) Quantity
- 5) Time call received
- 6) Time call completed
- 7) Project Code
- 8) Current status

2.2.8 System shall provide the ability to track the status of an application for a pollworker volunteer (i.e. County employee, student, college student, and/or other volunteer type).

2.2.9 System shall provide the ability to track election material distribution.

2.2.10 System Interfaces

2.2.10.1 Ability to interface or import data from RR/CC DIMSNet voter database:

- Voters
- Polling Places
- Pollworkers
- Ballot types

2.2.11 Transaction Volumes:

- 2.2.11.1 50,000+ Election Day Calls
- 2.2.11.2 6 Million+ Registered Voters
- 2.2.11.3 5,000+ Polling Places
- 2.2.11.4 25,000+ Pollworkers
- 2.2.11.5 200+ Truck Drivers
- 2.2.11.6 50+ Election Help Desk operators
- 2.2.11.7 100+ Problem Resolution/Help Topics

Deliverable 2.2

Contractor shall provide written certification and verification that all System components conform with functional requirements listed in subtask 2.2 (Functional Requirements Specifications).

Subtask 2.3 – Help Topics

Contractor shall provide sample help topics and videos to the County no later than at the time of the on-site training. Contractor shall assist County in the development and formatting of help topics relevant to its election policies and operational procedures in a timely manner to facilitate the Contractor's completion of the System.

County may also add its own help topics. Contractor shall provide a usable desktop application (program) and user documentation (step by step instructions) to facilitate the entry and editing of help topics and problem resolution procedures. County is responsible for creating and/or editing its help topics and is responsible for obtaining any necessary rights to materials therein.

Deliverable 2.3

Contractor shall deliver, install, and provide written certification that System Help Components are functioning according to specifications listed in Subtask 2.3 (Help Topics).

Subtask 2.4 – Disability Module

Contractor shall provide a Disability Module for the System no later than the time of the on-site training. The Disability Module shall include help topics and videos related to working with voters with disabilities. The County may edit the text of topics included in the Disability Module for use in the text-only help sections of the System Software.

Deliverable 2.4

Contractor shall deliver, install, and provide written certification that Disability Module Components are functioning according to specifications listed in Subtask 2.4 (Disability Module).

TASK 3 – SYSTEM INSTALLATION AND CERTIFICATION

Subtask 3.1 - Installation and Documentation

Contractor shall assist RR/CC with the installation and configuration of the System on hardware provided by RR/CC. Contractor shall provide recommendations on optimum hardware configuration that will be used to run the System. After installation, Contractor shall conduct volume stress tests that simulate 250 simultaneous transactions and certify that the installation is complete and ready for production use.

Contractor shall provide two (2) electronic copies (PDF format) of the operator User's Guide on a CDR or DVD-R, which may be printed or duplicated by the County as needed.

Contractor shall provide System documentation that shall include data table and field definitions, a data dictionary, and all pertinent information required by the County to operate and administer the System upon completion of the installation and acceptance testing.

Contractor shall provide both updated operators User's Guides and systems documentation as specified in Subtask 4.1 (Training Classes) where revisions have been made to any part of the System Software that materially change the documentation previously provided. Documentation of System revisions shall be delivered to County prior to implementation of such changes.

Subtask 3.1 Deliverables:

Contractor shall provide:

- a. System installation and configuration documentation
- b. Successful volume stress test report
- c. User's Guide and System Documentation (including revisions)

Subtask 3.2 - System Acceptance and Certification

At the sole option of County's Project Director, each System component shall be subject to an Acceptance Test. RR/CC shall develop and use test scripts to test each functional requirement listed in Tasks 2 and 3. Each test script shall identify the expected results and performance of each function being tested and RR/CC will determine if the function is being executed correctly. Contractor shall assist RR/CC staff in executing test scripts and provide information to facilitate completion of System Acceptance Testing. Any failed acceptance testing shall be handled pursuant to Subparagraph 12.4 (Failed Acceptance Testing) of the body of the Agreement. System acceptance and certification shall be approved by County's Project Director or designee when functional requirements have been met.

Subtask 3.2 Deliverables:

- a. System Acceptance Testing Report
- b. Certification of System

TASK 4- TRAINING

Subtask 4.1 – Training Classes

Contractor shall provide formal on-site System training classes for both Technical staff and end users as specified in the Project Plan that will be prepared in Task 1 (Project Planning and Management), Contractor shall train no less than four (4) Technical System Administrators and conduct a minimum of five (5) training sessions at a designated County training facility for up to 100 Help Desk Operators.

RR/CC will provide the classroom, projection system, and personal computers to facilitate on-site training. Contractor shall supply original training materials including, but not limited to, (1) work books (2) user manuals (3) visual aids (4) charts, and (5) lessons. Contractor shall provide an electronic copy (PDF format) of the training materials on a CDR or DVD-R, which may be printed or duplicated by the County as needed.

Subtask 4.1 Deliverables:

Contractor shall provide training for no less than four (4) Technical System Administrators and conducts a minimum of five (5) training sessions at a designated County training facility for up to 100 Help Desk Operators.

TASK 5 - SUPPORT AND MAINTENANCE SERVICES

Subtask 5.1 - Core Application Software Upgrades

Contractor shall provide updates or revisions to Core Application Software as they become available. Updates or revisions may result from new laws mandated by State or Federal statutes. County may also require changes to Core Application Software to meet internal needs.

Subtask 5.1 Deliverables:

Contractor shall provide Core Application Software updates or revisions to County as soon as they become available, but not more than 14 days after commercial availability.

Subtask 5.2 - Technical Support

Contractor shall establish a technical support service to manage and track technical problems and failures encountered by County. Contractor shall provide County with a toll free telephone number that is staffed 24x7. Problems reported to the technical support service shall be categorized into severity levels and Contractor shall respond according to the severity level of the problem. County shall make the determination of what severity level to assign to each problem reported to the technical support service. The list below shows definition of each severity level and the level or response required from Contractor.

Severity Levels

Severity Level 1: Software failure results in suspension of critical task, job, or operation.

Severity Level 2: Software failure is limited to a specific module and alternate method is available to execute task, job, or operation.

Severity Level 3: Software failure is informational in nature and can be resolved by modifying procedures.

Response Level

Severity Level 1: Requires response within one (1) hour during election working hours (Monday through Sunday, 6 a.m. to 8 p.m. Pacific Time) which run 40 days prior to the election and election day; and during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time) for non-election periods. RR/CC expects qualified technicians to remotely support the work and immediately resolve problems as they occur. Diagnosis and prognosis of the problem should occur within two hours. Problems reported after election working hours, normal business hours, and weekends shall be processed the next business day. At County's sole discretion, service credits in the amount of \$250 may be assessed for each problem not resolved within the specified timeframe.

Severity Level 2: Requires response within four (4) hours during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). Diagnosis and prognosis of the problem should occur within one workday. Problem resolution should occur within two days. Problems reported after business hours and weekends shall be processed the next business day. At County's sole discretion, service credits in the amount of \$100 may be assessed for each problem not resolved within the specified timeframe.

Severity Level 3: Requires response within the eight (8) hours working day (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). Diagnosis and prognosis of the problem should occur within two workdays. Problem resolution should occur within one week. Problems reported after business hours and weekends shall be processed the next business day. At County's sole discretion, service credits in the amount of \$50 may be assessed for each problem not resolved within the specified timeframe.

Subtask 5.2 Deliverables:

Contractor shall provide County with 24/7 technical support service via toll free telephone number and technical support response within the required timeframe.

Subtask 5.3 - Status Reports

Each problem reported to the technical support service shall be tracked by Contractor until it has been resolved. Contractor shall make available reports containing the date problem was reported, the description, severity level, status, staff person assigned to resolve problem, and date problem resolved. County may request such reports at any time during normal business hours and for any period (e.g. day, week, month, or year). Contractor shall provide status report within five (5) business days of County's request.

Subtask 5.3 Deliverables:

Contractor shall provide status reports with specified detail as requested by County within five (5) business days.

Subtask 5.4 – Operational Support

Contractor shall demonstrate or provide verbal instructions to internal County staff on the proper use of any portion of the System whenever County requests such support. Operational Support may be delivered via phone, fax or email during the County's normal business hours on any non-election day for the term of this Agreement.

Contractor shall provide on-site support while County polls are open for the first Election Day the System is in use and any other election for which the County Project Director requires on-site support. "Operational Support" means Contractor employees shall provide assistance to Election Help Desk operators and not directly to precinct officials or other end-users.

Subtask 5.4 Deliverables:

Contractor shall ensure that necessary staffing and resources are available and dedicated to RR/CC for the purpose of providing operational support services as specified in Subtask 5.4 (Operational Support). Contractor shall provide names and contact numbers, of the individuals who will be assigned to support RR/CC no later than 30 days before Election Day.

TASK 6 – CUSTOM PROGRAMMING MODIFICATIONS

Subtask 6.1 - Custom Programming

Contractor shall provide Custom Programming Modifications, including, but not limited to, addition, deletion, or modification of Core Application Software functions, changes to current System outputs, new reports, modified reports and new screens.

Each Custom Programming Modification shall be provided in accordance with the following procedures:

- a. For each Custom Programming Modification, the RR/CC will submit a written request to Contractor.

- b. Contractor shall develop a System Design Report, including, but not limited to:
- Design specification
 - System impact: database, user interface, training
 - Expected implementation duration
 - Not-to-exceed cost estimate

Upon RR/CC approval of System Design Report, Contractor shall supply a Project Plan in accordance with Task 1 (Project Planning and Management) of this SOW.

Contractor shall complete each customization in a timely manner to facilitate the completion of the System for use in the next Election. All customization work shall be an integral part of the System Software and cannot be separated out for licensing or other purposes.

Subtask 6.1 Deliverables:

Contractor shall submit technical design specifications, expected development/implementation duration as well as analyses of possible impact to existing operations. After RR/CC approves specifications and impact report, Contractor performs Custom Programming Modification as specified in Subtask 6.1 (Custom Programming).

Subtask 6.2 – Post Implementation Training

Contractor shall provide additional training ("post implementation training") after completion of Task 6 (Custom Programming Modifications). Such training shall address any changes and be suitable for answering production specific questions related to the functional and operational requirements. Contractor shall provide post implementation training for a period of ninety (90) days after completion of any work performed under Task 6 (Custom Programming Modifications).

Contractor shall provide such additional training as County Project Director determines to be necessary to adequately train RR/CC staff on System use. Any additional training shall be at the hourly rate specified in Exhibit B (Price & Payment Schedule) of the Agreement.

Subtask 6.2 Deliverables:

Contractor shall conduct Post Implementation Training after Custom Programming Modification.

TASK 7 - REPORTS AND DATA DEFINITIONS

Subtask 7.1 - Pre-programmed Online Management Reports

Contractor shall provide pre-programmed, real-time, online management reports for the Election administrators and operational area managers at the RR/CC Election Help Desk for each Election conducted or assisted by the County. The management reports shall be available to the Election administrators and operational section managers in real-time throughout each Election Day. The pre-programmed, real-time, reports shall include, but are not limited to, the following:

1. Director's Overview:
 - a. Current status of all poll sites
 - b. Last reported media visit at the poll
 - c. Status of site (i.e. normal, critical [voting stopped], imminent problem)
2. Election Day Trouble Call Summary (call volume and activity)
 - a. Number of trouble calls received by activity categories (i.e. escalated, resolved, open, closed)
 - b. Ad hoc reports on trouble calls received
 - c. Status of issues (open/closed) by a variety of criteria (i.e. status, poll site, operator)
3. Help Topic Activity
 - a. Indicates number of times each help topic was accessed
4. Search Term Activity
 - a. Indicates number of times each search criteria was used by an Election Help Desk operator
5. Operator Activity Summary
 - a. Tracks number of calls by Election Help Desk operator
 - b. Tracks total equipment problems logged (using the County's Machine Incident Form.)

Subtask 7.1 Deliverables:

Contractor shall provide real-time required reports and data definitions as specified herein.

Subtask 7.2 - Election Management Reports:

Contractor shall provide post election management reports for the election administrators and operational area managers at the RR/CC Election Help Desk.

The reports shall include, but are not limited to, the following:

1. Provisional Ballot Code Report (total provisional ballots issued by precinct and by special handling codes as specified by the County.)
2. Absentee Ballots Received at the Precinct Report.

The Contractor shall provide the County access to the System data tables with proper documentation and a data dictionary to provide for custom report generation by the County in the post election period.

Subtask 7.2 Deliverables:

Contractor shall provide Election Management Reports (with specified detail as described above) to County within 24 hours after Election Day.

TASK 8 - REVIEW / EVALUATION / MODIFICATION

Contractor shall work with County to conduct a formalized review and evaluation of the System within two weeks of the completion of the first Election in which the System is used. Contractor shall work with County to compile and perform requested modifications to the System as they pertain to front end (user interface) usability, functionality, voter eligibility logic, agreed upon reports, and general application usability where customization does not affect the pre-existing core programming of the System.

TASK 8 DELIVERABLES:

1. Contractor shall submit written Post Election Review and list of recommended process/procedural changes to improve System operations.
2. Contractor shall execute County approved System modifications specified and listed in the Post Election Review.

5. PERIOD OF PERFORMANCE

Contractor's schedule is comprised of Tasks 1 through 8 specified in this Statement of Work. All Tasks shall be performed and accomplished independently. Contractor shall consult with the County Project Manager to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and services within the specified time and meet all requirements and standards herein specified before written approval is given by County.

EXHIBIT B

PRICE & PAYMENT SCHEDULE

(Election Help Desk System & Support Services)

PRICING SCHEDULE
Election Help Desk System & Support Services

Product Description	Total Cost*
SOFTWARE SUPPORT SERVICES	
System Software/Access License	975,000.00
Set-up and Documentation (Estimated 30 days @ \$1,650.00/day)	49,500.00
Third Party Software	7,500.00
Annual Software Maintenance (\$175,500.00 x 6 years)	1,053,000.00
Software Upgrades	Included
Software Upgrade Installment	Included
Taxes (license & third party)	81,056.25
Taxes (annual maintenance - \$14,478.75 x 6 years)	86,872.50
ENHANCEMENTS	
Hourly Rate for Custom Programming Modifications - \$165	
Estimated Total Hours of Custom Programming – 1,875	309,375.00
Estimated Total Cost for Custom Programming	
Taxes (Custom Programming)	25,523.44
Handheld Barcode Scanners (Estimated at 80 X \$3,000) + tax 8.25%	259,800.00
Estimated Other Customization and Support 425 hrs X \$165 + tax 8.25%	75,910.31
ADMINISTRATIVE SERVICES	
Hourly Rate for Additional Documentation	165.00
Hourly Rate for Additional Training	165.00
Hourly Rate for Technical Support (after hours)	165.00
Hourly Rate for Onsite Technical Support	165.00
Daily Rate for Onsite Technical Support	1,650.00
Election onsite Technical Support	1,650.00
OTHER (specify)	
Travel expenses: <i>Airfare</i> - Actual cost or coach class airfare, whichever is less <i>Ground Transportation</i> – reasonable cost, not to exceed the actual cost of renting an intermediate sized vehicle <i>Lodging and Meals</i> – not to exceed the applicable daily rates as set forth by the most current County of Los Angeles Auditor Controller Travel Expense Reimbursement guidelines (County Code Section 5.40.095). At no time will total travel expenses exceed \$800/day	24,000.00
Preprinted documentation	10.00 per copy
TOTAL COST	\$2,947,537.50

* Includes all applicable taxes

SCHEDULE OF PAYMENTS

Election Help Desk System & Support Services

Payments to Contractor shall be as follows:

A. System Software Development

SOW Task	Task/Subtask	Deliverable	Value %
Task 1: Project Planning & Management	1	Project Planning & Management	5%
Task 2: Technical Requirements & Functional Specifications	2.1	Technical Requirements	5%
	2.2	Functional Requirements Specifications	5%
	2.3	Help Topics	5%
	2.4	Disability Module	5%
Task 3 System Installation & Configuration	3.1	Installation and Documentation	30%
	3.2	System Acceptance and Certification	10%
Task 4 Training	4.1	Training Classes	5%
Task 5 Support & Maintenance Services	5.1	Core Application Software Upgrades	0%
	5.2	Technical Support	5%
	5.3	Status Reports	5%
	5.4	Operational Support	5%
Task 6 Custom Programming Modifications	6.1	Custom Programming	2%
	6.2	Post Implementation Training	1%
Task 7 Reports & Data Definitions	7.1	Pre-programmed Online Management Reports	5%
	7.2	Election Management Reports	5%
Task 8 Review/Evaluation/Modification	8	Review/Evaluation/Modification	2%

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Michael Petrucello
Title: ARR/CC, Technical Services
Address: 12400 Imperial Highway, Room 7001
Norwalk, CA 90650
Telephone: (562) 462-2712
Facsimile: (562) 863-2354
E-Mail Address: MPetrucello@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ray Ching
Title: Manager, Network & Voter Systems Division
Address: 12400 Imperial Highway, Room 6014
Norwalk, CA 90650
Telephone: (562) 462-2708
Facsimile: (562) 864-8013
E-Mail Address: RChing@rrcc.lacounty.gov

**CONTRACTOR'S ADMINISTRATION
REQUIRED FORMS – EXHIBIT 11**

CONTRACTOR'S NAME: Robis Elections, Inc

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: David Davoust

Title: President

Address: 107 E. Front St.

Wheaton, IL 60187

Telephone: (630)752-0220

Facsimile: (630)752-0222

E-Mail Address: ddavoust@robis.net

CONTRACTOR'S PROJECT MANAGER(S)

Name: Daryl Lucas

Title: Vice President of Development

Address: 107 E. Front St.

Wheaton, IL 60187

Telephone: (630)752-0220

Facsimile: (630)752-0222

E-Mail Address: dlucas@robis.net

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Jonathan Miller

Address: 107 E. Front St.

Wheaton, IL 60187

Telephone: (630)752-0220

Facsimile: (630)752-0222

E-Mail Address: jmiller@robis.net

**REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION**

Robis Elections, Inc
Company Name

107 E. Front St. Wheaton, IL 60187
Address

81-0681382
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()



Signature

11/13/2007

Date

David Davoust - President

Name and Title of Signer (please print)

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM: _____ Contractor's Project Director (Signature Required)	TO: <i>County Project Director,</i> _____	
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
<p style="text-align: center;">TASK DESCRIPTION</p> <p style="text-align: center;">(including Task and Subtask numbers as set forth in the Statement of Work)</p>	<p style="text-align: center;">DELIVERABLES</p> <p style="text-align: center;">(including Deliverable numbers as set forth in the Statement of Work)</p>	
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County's Project Director		

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Robis Elections, Inc. Contract No. _____

Employee Name David Davoust

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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CONFIDENTIALITY AGREEMENT:

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I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

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

SIGNATURE: _____

DATE: 1 / 21 / 2008

PRINTED NAME: David Davoust

POSITION: President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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Contractor Name Robis Elections, Inc. Contract No. _____

Employee Name Daryl Lucas

GENERAL INFORMATION:

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EMPLOYEE ACKNOWLEDGEMENT:

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SIGNATURE: 

DATE: 1 / 21 / 08

PRINTED NAME: Daryl Lucas

POSITION: Vice President - Development

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Robis Elections, Inc. Contract No. _____

Employee Name Jonathan Miller

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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CONFIDENTIALITY AGREEMENT:

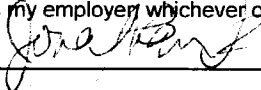
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied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

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

SIGNATURE:



DATE: 1 / 21 / 08

PRINTED NAME:

Jonathan Miller

POSITION:

National Sales Manager

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Robis Elections, Inc. Contract No. _____

Employee Name Paul Rotert

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

SIGNATURE: Paul Rotert

DATE: 1 / 21 / 08

PRINTED NAME: Paul Rotert

POSITION: Election Services

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Robis Elections, Inc. Contract No. _____

Employee Name Aaron Davis

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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SIGNATURE:  DATE: 1 / 21 / 08

PRINTED NAME: Aaron Davis

POSITION: Election Services

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Robis Elections, Inc. Contract No. _____

Employee Name Mary Kreger

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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SIGNATURE: 

DATE: 1 / 21 / 08

PRINTED NAME: Mary Kreger

POSITION: Developer

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Robis Elections, Inc. Contract No. _____

Employee Name Sonal Jaiswal

GENERAL INFORMATION:

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EMPLOYEE ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

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

SIGNATURE: _____
Sonal Jaiswal

DATE: 1 / 21 / 08

PRINTED NAME: Sonal Jaiswal

POSITION: Developer

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Robis Elections, Inc. Contract No. _____

Employee Name Julius Edwards

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

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

SIGNATURE: 

DATE: 1 / 21 / 08

PRINTED NAME: Julius Edwards

POSITION: Tester

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

Custom Programming Modification Request

CONTRACT INFORMATION:

DATE: _____

Contract Number/Name: _____ Modification No.: _____

Modification Type: Enhancement Design Clarification Other _____

MODIFICATION DESCRIPTION: *(Include comments. Attach additional page(s) if necessary)*

REQUIREMENTS: *(Include timeframe, system interface, etc. Attach additional page(s) if necessary)*

DELIVERABLES: *(Attach additional page(s) if necessary)*

COST QUOTE: \$ _____ *(Attach quote with cost breakdown)*

REQUESTOR INFORMATION:

Name _____ Title _____ Phone _____

COUNTY APPROVALS

Project Manager _____ Date _____

Project Director _____ Date _____

CONTRACTOR APPROVALS

Project Manager _____ Date _____

Project Director _____ Date _____

CONTRACTS SECTION USE ONLY

Funding Source: Pool \$ Other _____ Source Budget _____

Assigned Contract Analyst _____ Phone _____

Contract Section Manager _____ Date _____

County of Los Angeles – Community Business Enterprise Program

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Robis Elections, Inc.
CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 18						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	2	1	2	1	5	5

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.


	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

VI.

Print Authorized Name David Davoust	Authorized Signature 	Title President	Date 1/20/08
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IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

**Have You Told Your Employees About the
 Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2007)
 Cat. No. 205991

INVOICE DISCREPANCY REPORT

1. ISSUE:

Today's Date: _____

Contractor: _____

Phone Number: _____

Name: _____

Date of Subject Invoice: _____

Invoice Number of Subject Invoice: _____

Total Value of Subject Invoice: _____

Disputed Value of Subject Invoice: _____

Description of Disputed Charges: _____

2. REVIEWED/SIGNED:

Signed: _____ Date: _____
County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager): _____

Date received from CPD: _____

Explanation regarding Disputed Charges: _____

Corrective Action Taken: _____

Signed: _____ Date: _____

Contractor Project Director _____

SOFTWARE ESCROW AGREEMENT

Master Deposit Account Number _____

This agreement (the "Agreement") is entered into by and between _____, located at _____ ("Depositor") and by _____ ("Escrow Agent") on this ___ day of _____, 2008 (the "Effective Date") for the benefit of the County of Los Angeles acting by and through the Department of Registrar-Recorder/County Clerk, whose principal office is located at 12400 Imperial Highway, Norwalk, California ("County"). Depositor, County, and Escrow Agent may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

WHEREAS Depositor and County have entered or will enter into an Agreement for the acquisition and/or licensing of Depositor produced Application Software and related support services agreement (referred to in this Agreement as the "License Agreement").

WHEREAS the availability of the Software Source Codes of Depositor is necessary for the operation of the County Election Help Desk Project, and

WHEREAS County wants to secure the availability of such Software Source Codes, and

WHEREAS the Escrow Agent desires to serve as Escrow Agent for such Software Source Codes;

NOW THEREFORE, in consideration of the terms hereinafter mentioned, the parties do hereby agree as follows:

1. **Appointment of Escrow Agent and Escrow Fees**

- a. Depositor and County hereby appoints Escrow Agent to hold the Software Source and Object Codes and other materials ("Deposit Material") including but not limited to text, data, images, animation, graphics, video, audio, and System/User Documentation as defined herein in accordance with the terms and conditions of this Agreement and Escrow Agent agrees to act in such capacity.
- b. In consideration for the services to be performed hereunder, Depositor agrees to pay Escrow Agent its standard fees and expenses applicable to the services provided. Escrow Agent shall notify Depositor at least ninety (90) days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent will provide a quote prior to rendering the service, if requested. In the event of non-payment of escrow fees, Escrow Agent will give Depositor and County a sixty (60) day notice of default. In the event the sixty (60) day notice period elapses with Escrow Agent having received payment, Escrow Agent shall have the right, without further notice being required and without any liability to any party whatsoever, to terminate this Agreement and destroy the Deposit Material or, at the request of County, release and deliver the Deposit Material to County.

2. **Term of this Agreement**
 - a. The term of this Agreement shall commence on the date of this Agreement and shall continue in full force and effect so long as the License Agreement remains in full force and effect, unless this Agreement is terminated as hereinafter set out.
3. **Obligation to Make Deposit**
 - a. Depositor agrees to deposit with Escrow Agent Deposit Materials required to be deposited pursuant to the terms and conditions of the License Agreement.
4. **Certification of Initial Deposit**
 - a. Escrow Agent shall notify County within ten (10) business days of receipt of the initial deposit materials. Such notification shall include a description of all Deposit Materials.
5. **Depositor's Representations.** Depositor represents as follows:
 - a. Depositor lawfully possesses all of the Deposit Materials deposited with Escrow Agent;
 - b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to Escrow Agent and County the rights as provided in this Agreement;
 - c. The Deposit Materials are not subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Depositor's creditors;
 - d. The Deposit Materials consist of the Software Source Codes and other materials identified in the License Agreement; and
 - e. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.
 - f. Depositor, its officers, and directors do not hold or exercise any direct or indirect financial interest in Escrow Agent.
6. **Modification to Materials to be Deposited**
 - a. Depositor may, from time to time, update, improve or modify the Materials used by County in connection with the Election Help Desk Project. Depositor agrees to deposit or cause to be deposited with the Escrow Agent, at the time such updates, improvements or modification are made, one copy of such modified Material which shall be deemed part of the Deposit Materials deposited in escrow under this Agreement.
7. **Release and Delivery of Deposit Materials by Escrow Agent**
 - a. The occurrence of any of the following events ("Release Event") shall provide to County the right to request the Escrow Agent to release and deliver the Deposit Materials held in escrow to County:
 - i. Depositor ceases to carry on business.
 - ii. Depositor becomes bankrupt, insolvent or the subject of receivership.

8. Notice of Release Event

- a. Should County wish the Escrow Agent to release and deliver to County the Deposit Materials held in escrow upon the occurrence of any of the Release Events, County shall give notice to the Escrow Agent and Depositor specifying the Release Event in question. If the provisions of the release procedure are met, Escrow Agent will within ten (10) business days forward a complete copy of the request to Depositor. Depositor shall have thirty (30) days to make any and all objections in writing, to the release known to the Escrow Agent. If after thirty (30) days the Escrow Agent has not received any written objection from Depositor, the Escrow Agent shall release the Deposit Materials to County as instructed by County.

9. Right to Use Following Release

- a. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with Section 7 (Release and Delivery of Deposit Materials by Escrow Agent) of this Agreement, County shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to County by the License Agreement.

10. Audit Rights

- a. During the term of this Agreement, Depositor and County shall each have the right to inspect the written records of Escrow Agent pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

11. Termination

- a. In the event the Depositor wishes to terminate this Agreement, Depositor shall give thirty (30) days written notice to Escrow Agent and County. If County wishes to object to the termination, it shall give written notice of its objection to Escrow Agent and Depositor prior to the expiration of the thirty day period and this Agreement will remain in full force and effect. If County does not give written notice of its objection to Escrow Agent and Depositor prior to the expiration of the thirty (30) day period, this Agreement shall be deemed terminated and Escrow Agent shall release and deliver the Deposit Materials held in escrow to Depositor.
- b. Escrow Agent reserves the right to terminate this Agreement, for any reason, by providing Depositor and County with a sixty (60) day written notice of its intent to terminate this Agreement. With the sixty (60) day period, the Depositor and County may provide Escrow Agent with joint written instructions authorizing Escrow Agent to forward the Depot Materials to another escrow company and/or agent or other designated recipient. If Escrow Agent does not receive said joint written instructions within sixty (60) days of the date of Escrow Agent written termination notice, then Escrow Agent shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, Escrow Agent may, at its sole discretion, destroy the Deposit Materials or return them to Depositor.

- c. Upon termination of this Agreement, the following provisions of this Agreement shall survive:
 - i. Depositor's Representations
 - ii. Escrow Agent's Representations
 - iii. The obligations of confidentiality with respect to the Deposit Materials
 - iv. Release and Delivery of Deposit Materials by Escrow Agent (Section 7) and Right to Use Following Release (Section 9)

12. **Escrow Agent's Representations, Warranties and Indemnifications.** Escrow Agent represents and warrants that:

- a. Other than being a party to this Agreement, it is an independent third party in respect to the Depositor and County and is not an affiliated, associated or related entity to Depositor or County;
- b. It has the right and capacity to enter into this Agreement and fully perform all of its obligations and provide the services hereunder;
- c. It shall use commercially reasonable efforts to keep the Materials in safe keeping and perform its obligations as Escrow Agent in accordance with the terms of this Agreement;
- d. It shall not disclose to any third party or make use of the Deposit Materials without the express written approval of Depositor and County;
- e. It shall take such steps as are reasonably necessary and desirable to protect the confidentiality of the Deposit Material and prevent the unauthorized disclosure thereof, including without limitation storing the Deposit Material in such a way to preserve the confidentiality of the Deposit Materials and restrict disclosure of and access to the Deposit Materials.
- f. Escrow Agent shall indemnify and save harmless Depositor and County from any and all damages, costs, liability, expenses, including reasonable legal fees, suffered by Depositor and/or County as result of any breach of its representations and warranties. Notwithstanding the forgoing, Escrow Agent shall not be held responsible or liable for any acts of Depositor and/or County and Escrow Agent shall have no liability under this Agreement whatsoever except for its acts of negligence, misconduct or a material breach of this Agreement. Depositor and County shall indemnify and save harmless Escrow Agent from any and all damages, costs and liability suffered by Escrow Agent arising as result of the breach of this Agreement or the License Agreement or breach or infringement of any law or right of any third party by Depositor and/or Licensee.

13. **Notice**

- a. All notices regarding release of Deposit Materials or termination of this Agreement shall be in writing and sent by commercial express mail or certified mail. All other notices, including invoices, payments and other documents and communications, shall be sent by commercial express mail or by regular mail to the individuals and Parties at the addresses provide by the Parties ("Authorized Persons/Notices Table") (see the signature page). If applicable Depositor and County shall also have access to account data via an online portal maintained at the Escrow

Agent website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of address. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services. A facsimile may be sent in addition to a notice but not as a substitute to the provisions provided in this Section.

14. **Force Majeure**

- a. No party hereto shall be responsible for any losses or damages to any other party occasioned by delays in the performance or non-performance of any of its obligations when caused by Acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances, or any other cause beyond the reasonable control of the non-performing party.

15. **Severability**

- a. In the event any provision of this Agreement is deemed to be invalid, voidable or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

16. **Assignment**

- a. Neither party may assign or otherwise transfer this Agreement without the written consent of the other parties. This Agreement shall ensure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

17. **Dispute Resolution**

- a. Any dispute relating to or arising from this Agreement shall be resolved in the County of Los Angeles, State of California by non-binding arbitration administered by the American Arbitration Association in accordance within its Commercial Rules of the American Arbitration Association.

18. **Governing Law**

- a. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

19. **Notice of Requested Order**

- a. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking any action, that party shall:
 - i. Give Escrow Agent at least five business days' prior notice of the hearing, unless the nature of the request or requested order makes such notice impracticable;
 - ii. Include in any such order that, as a precondition to Escrow Agent's obligation, Escrow Agent be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
 - iii. Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the Deposit Materials if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties.

20. **Successors**

- a. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or County unless Escrow Agent receives clear, authoritative and conclusive written evidence of the change of parties.

21. **Entire Agreement**

- a. This Agreement, including the recitals described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Escrow Agent is not a party to the License Agreement between Depositor and County and has no knowledge of any of the terms or provisions of any such License Agreement. Escrow Agent's only obligations to Depositor or County are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties hereto.

22. **Counterparts**

- a. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature Page follows]

SIGNATURE PAGE

Master Deposit Account Number _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the dates specified below.

DEPOSITOR NAME

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

ESCROW COMPANY NAME

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

COUNTY OF LOS ANGELES

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

DEPOSITOR NAME

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent pursuant to Section 13 to the appropriate address set forth below.

PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS		EMAIL ADDRESS	
STREET ADDRESS		STREET ADDRESS	
CITY/STATE		CITY/STATE	
ZIP CODE		ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

ESCROW COMPANY NAME

AUTHORIZED PERSON(S)/NOTICES TABLE

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PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS		EMAIL ADDRESS	
STREET ADDRESS		STREET ADDRESS	
CITY/STATE		CITY/STATE	
ZIP CODE		ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

County of Los Angeles

AUTHORIZED PERSON (S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent pursuant to Section 13 to the appropriate address set forth below.

PRINT NAME:	NGOZI UME	PRINT NAME:	
TITLE:	Manager, Finance & Management Division	TITLE:	
EMAIL ADDRESS	nume@rrcc.lacounty.gov	EMAIL ADDRESS	
STREET ADDRESS	12400 Imperial Hwy, Rm 7201	STREET ADDRESS	
CITY/STATE	Norwalk, CA	CITY/STATE	
ZIP CODE	90650	ZIP CODE	
PHONE NUMBER	(562) 462-2666	PHONE NUMBER	
FAX NUMBER	(562) 868-8109	FAX NUMBER	

DEPOSITOR NAME

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent pursuant to Section 13 to the appropriate address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
CITY/STATE	
ZIP CODE	
PHONE NUMBER	
FAX NUMBER	