

APPENDIX A



SOFTWARE LICENSE AGREEMENT

MA-IS-1640402

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

VIGILANT SOLUTIONS

SOFTWARE LICENSE AGREEMENT

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Exhibit C Volume Purchase Agreement and Pricing Schedule

Exhibit D Software Acceptance Statement

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Exhibit F Contractor Employee Acknowledgement and Confidentiality Agreement

Exhibit G Contractor's EEO Certification

Exhibit H Jury Service Program

Exhibit I Safely Surrendered Baby Law

Exhibit J Business Associates Agreement Under Health Insurance Portability and Accountability Act of 1996 (HIPAA")

This Subscription Services Agreement (hereinafter "Agreement") is entered into as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter "County") on behalf of the Los Angeles County Sheriff's Department (hereinafter "LASD" or "Sheriff") and Vigilant Solutions, LLC, a Delaware Limited Liability Company (hereinafter "Contractor") (hereinafter collectively the "Parties").

1.0 RECITALS

WHEREAS, the County, by and through its Internal Service Department, is authorized by, *inter alia*, California *Government Code* section 25501 to procure personal property, including software; and

WHEREAS, Contractor is in the business of licensing and supporting, through product updates and releases, its software; and

WHEREAS, this Agreement is entered into with the County of Los Angeles; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, County and Contractor agree as follows:

2.0 APPLICABLE DOCUMENTS

- 2.1 The provisions of this base document, along with the Exhibits itemized in Paragraph 2.2, collectively form, and are throughout and hereinafter referred to as, the "Agreement."
- 2.2 Notwithstanding language to the contrary, whether expressly or by implication, any conflict or inconsistency in the definition or interpretation of any word, responsibility, Exhibit, or the contents or description of any task, deliverable, service or other work, or otherwise, between and/or among this base document, the Exhibits thereto, and/or the purchase order(s) hereunder, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits thereto according to the following descending priority:

Exhibit A Additional Terms & Conditions – Administration

Exhibit B Additional Terms & Conditions – Social Programs

Exhibit C Volume Purchase Agreement and Pricing Schedule

Exhibit D Software Acceptance Statement

Exhibit E Participating Entities

Exhibit F Contractor Employee Acknowledgement and Confidentiality Agreement

Exhibit G Contractor's EEO Certification

Exhibit H Jury Service Program

Exhibit I Safely Surrendered Baby Law

Exhibit J Information Security Requirements

Thereafter, any purchase order(s) issued pursuant to this Agreement.

- 2.3 This Agreement constitutes the complete and exclusive agreement between the Parties, and supersedes any previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the Parties relating to the subject matter of this Agreement. Without limiting the foregoing, nothing in this Agreement shall be interpreted based upon any prior discussions and negotiations, or upon any additions or deletions made as a result thereof.

3.0 DEFINITIONS

The terms and phrases in this Section 3 in quotes and with initial letter(s) capitalized, whether singular or plural, shall have the particular meanings set forth whenever such terms are used in this Agreement.

3.1 Acceptance; Accept(ed)

"Acceptance" or "Accepted" has the meaning set forth in Section 8 (Software Acceptance).

3.2 Additional Product(s)

"Additional Product" or "Additional Products," whether singular or plural, has the meaning set forth in Paragraph 5.2.5 (Option to License Additional Products).

3.3 Business Day(s)

"Business Day" or "Business Days," whether singular or plural, means any day or days of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

3.4 Camera License Key

"Camera License Key" or "CLK" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

3.5 Commercial LPR Data

"Commercial LPR Data" means LPR data collected by private sources and available on LEARN with a paid subscription.

3.6 Day(s)

"Day" or "Days," whether singular or plural, means calendar days (not Business Days).

3.7 Data

"Data" means and includes any and all data accessible by County or made available by Contractor to County as a result of Contractor's provision of Subscription Services under the Agreement.

3.8 Deficiency(ies)

"Deficiency" or "Deficiencies," whether singular or plural, means any of the following: any material defect in design, development, materials, and/or workmanship; error(s); material deviation(s) from published and/or mutually agreed upon standards; and/or deviation(s) from any of the requirement(s) or any substantial nonconformance with Related Documentation or Specifications or Volume Purchase Agreement and Pricing Schedule (Exhibit C) under this Agreement.

3.9 Deliverable(s)

"Deliverable" or "Deliverables," whether singular or plural, means any Software License, Services, and/or other consideration of any kind to be provided by Contractor to County under this Agreement, including those items identified in Exhibit C (Volume Purchase Agreement and Pricing Schedule).

3.10 Department(s)

"Department" or "Departments," whether singular or plural, means any applicable department of the County of Los Angeles.

3.11 Effective Date

"Effective Date" means the date of execution of this Agreement by County.

3.12 Extended Term(s)

"Extended Term" or "Extension Terms," whether singular or plural, shall refer to any optional and additional term(s) which may be exercised at the end of the "Initial Term."

3.13 LEA; Law Enforcement Agency

"LEA" or "Law Enforcement Agency" means any law enforcement agency or entity throughout the nation that may or may not collect and share LPR Data.

3.14 LEA LPR Data

"LEA LPR Data" means LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

3.15 LEARN

"LEARN" means Law Enforcement Archival & Reporting Network.

3.16 License(s)

"License", whether singular or plural, means the license to Software and Data granted by Contractor to County as a result of providing Subscription Services under the Agreement, as further specified in Paragraph 5.1 (License Grant).

3.17 Licensed Product(s)

"Licensed Product", whether singular or plural, has the meaning set forth in Paragraph 5.1 (License Grant).

3.18 LPR

"LPR" means License Place Recognition.

3.19 LPR Data

"LPR Data" means a triggered data set comprised of a color and infrared images conjoined with Global Positioning Satellite GPS) coordinates, data and time the images were captured. The trigger to capture these images and data is usually a reflective image of a license plate of a vehicle. LPR Data is the consolidation of all these data sets tied to the images and consolidated in a large database which can be searched in numerous formats.

3.20 Maintenance

"Maintenance" has the meaning set forth in Section 6 (Maintenance and Support).

3.21 Participating Entity

"Participating Entity," whether singular or plural, means other governmental entities, including but not limited to: states, counties, cities, special districts, political subdivisions, school districts, higher education and other municipalities as described in Exhibit E (Participating Entities), which may acquire goods and/or services provided by Contractor to County under this Agreement.

Notwithstanding the foregoing, if a Participating Entity desires to acquire goods and/or services provided by Contractor to County under this Agreement, the Participating Entity will enter into a separate agreement with Contractor for acquisition of such goods and/or services. The Participating Entity's use of such goods and/or shall be subject to the terms and conditions set forth in its agreement with Contractor.

3.22 Pricing Schedule(s)

"Pricing Schedule" means the schedule of discounted prices for Subscription Services provided by Contractor to County under this Agreement at Exhibit C (Volume Purchase Agreement and Pricing Schedule).

3.23 Purchase Order

"Purchase Order" means a funding encumbrance document that shall be issued by County to order Deliverables under this Agreement.

3.24 Related Documentation

"Related Documentation" means any and all written and electronic publications relating to the Subscription Services provided by Contractor under this Agreement, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by Contractor to County as part of its documentation.

3.25 Replacement Product(s)

"Replacement Product," whether singular or plural, has the meaning set forth in Paragraph 5.2.3 (Replacement Products).

3.24 Schedule Date

"Schedule Date" means the date of execution by County and Contractor of a Purchase Order referencing this Agreement.

3.27 Services

"Services" means any Software and Data hosting, Maintenance, Support, Installation, Training and any other services provided by Contractor to County under this Agreement. Services shall not include consulting, professional or assisted services.

3.28 Software

"Software" means any or all, or any portion, of the binary computer software programs provided by Contractor to County as part of Subscription Services under this Agreement, including all Updates, Additional Products, Replacement Products and Third Party Software, listed in the Volume Purchase Agreement and Pricing Schedule (Exhibit C) and the applicable Purchase Order(s) as being licensed by Contractor to County under this Agreement.

3.29 Software Products

"Software Products" means Contractor's Law Enforcement & Security suite of Software Products including CarDetector, LEARN, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Contractor to be applicable for the benefit of law enforcement and security practices.

3.30 Source Code

"Source Code" means the source code for the Software including all new releases, updates, modifications, enhancements, corrections, patches and improvements, and all Related Documentation and other proprietary information related to such source code.

3.31 Specifications

"Specifications" means the functional and technical specifications for the Subscription Services provided by Contractor to County under the Agreement, including Software and Data licensed hereunder, as set forth in the Exhibit C (Volume Purchase Agreement and Pricing Schedule).

3.32 State

"State" means the State of California.

3.33 Subscription; Subscription Services

"Subscription" and "Subscription Services" mean the goods and services provided by Contractor to County under this Agreement, including but not limited to the License to Software and Data, hosting, Maintenance and Support, Installation and Training.

3.34 Support; Support Services

"Support" or "Support Services" mean any services in support of the Software, Data or other components of Subscription Services provided by Contractor to County under this Agreement.

3.35 Third Party Software

"Third Party Software" means that portion of the Software, including object code and Related Documentation, sublicensed by Contractor to County under this Agreement.

3.36 Update(s)

"Update(s)" means any and all subsequent releases of the Licensed Products, including Software and Data, including updates, upgrades, enhancements, modifications, improvements, corrections, bug fixes, patches, releases, replacements and versions.

3.37 Users

"Users" means individuals who are agents and/or sworn officers of the County and who are authorized by the County to access LEARN on behalf of County through login credentials provided by County.

3.38 Warranty Period

"Warranty Period" has the meaning set forth in Paragraph 9.1 (Software Warranty).

4.0 TERM

The term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the last purchase made during the term of the Agreement (unless sooner terminated or extended, in whole or in part, as provided in this Agreement), provided County and Contractor agree upon a purchase order for the incremental number of years of Camera License Key fees beyond the initial five year term of the Agreement. Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided at Paragraph 38 (Notices) of Exhibit A (Additional Terms & Conditions – Administration).

5.0 LICENSE

5.1 License Grant

Contractor grants to County a non-exclusive, non-transferable, license per the terms specified in this Section 5 below (hereinafter "License(s)") to use the Software, Data and other products provided or made available or accessible by Contractor to County under the Agreement (hereinafter "Licensed Product(s)").

5.2 License

5.2.1 License Term

The License granted under this Agreement shall commence (i) on the Effective Date for the Licensed Products and (ii) on the Schedule Date for each Additional Product and each Replacement Product.

5.2.2 Scope of License

This License shall include Support in accordance with the Support Guide, Updates and all material, documentation and technical information provided to County pursuant to this Agreement, as described in Section 6 (Maintenance and Support) below.

The License granted by Contractor to County hereunder provides County with the following rights:

- (i) To use the Licensed Products, including without limitation the Software, Data, Third Party Software, Additional Products and Replacement Products, for County's business purposes;
- (ii) To build the Software applications using Contractor's application building tools licensed under this Agreement;
- (iii) To copy (i) the Software for distribution within County for backup and archival purposes, and (ii) the Data as desired by County.
- (iv) To use, modify, and distribute within County the Related Documentation, including but not limited to documentation relating to Software and Data and user manuals, in a hard copy format and, when available, electronically or on digital storage media.

5.2.3 Replacement Products

If (i) Contractor, within four (4) years from the last Purchase Order date for a Licensed Product, generally or commercially releases a product (hereinafter "Replacement Product(s)") with the same or substantially similar functionality as that of the Licensed Product licensed by County pursuant to such Purchase Order, and (ii) Contractor concurrently or within one (1) year from such release date discontinues the support of the most recent generally released version of such Licensed Product, then County shall receive a credit for the full value of the License fees paid by County for such Licensed Product, as part of the fees for Subscription Services or separately, toward the purchase of the Replacement Product, provided that County is a subscriber to the Maintenance and Support Services for the Licensed Product. Replacement Product shall be treated as Licensed Product for the purpose of this Agreement.

In such event, (i) the License granted to County for the Replacement Product shall be pursuant to the terms and conditions of this Agreement and shall be granted without payment of additional fees; (2) County's Maintenance and Support fees for the Replacement Product, if any, shall remain the same as for the Licensed Product for the remainder of the Agreement term, and (3) the Replacement Product shall be subject to the warranties set forth in Section 9 (Warranty) below.

- 5.2.4 In the event Contractor revises its Licensed Product line and/or Services, upon County's election, the Pricing Schedule shall be updated by Change Notice in accordance with Section 19 (Change Notices and Amendments), to reflect the changes to Contractor's Licensed Product line and/or Services.

5.2.5 Option to License Additional Products

Contractor grants County the option to license additional products (hereinafter "Additional Products"), which are generally available on the date the option is exercised, at the prices set forth in Exhibit C (Volume Purchase Agreement and Pricing and Payment Schedule). County may

exercise the option, by executing and delivering to Contractor a mutually acceptable Purchase Order(s) to this Agreement. Upon County's execution of the Purchase Order (s) for such Additional Products, such Additional Products shall be deemed Licensed Products for the purpose of this Agreement. The warranty related to Additional Products shall take effect upon Acceptance of such Additional Products by County and shall be subject to all terms and conditions of this Agreement.

5.2.6 License Restrictions

No license, right or interest in any trademark, trade name or service mark of Contractor or any third party from whom Contractor has acquired License rights is granted under this Agreement.

The Licensed Products and/or Related Documentation developed pursuant to any Licenses and rights granted hereunder may not be sold, licensed or sublicensed, assigned or otherwise transferred, in whole or in part, by County, unless authorized by Contractor hereunder or otherwise in writing.

County will not reverse-engineer, disassemble, decompile or decode the Software.

5.2.7 Account Access

A. Eligibility

County will only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Contractor may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of County. No User logins may be provided to agents or officers of other local, state or Federal LEAs without the express written consent of Contractor or unless provided in this Agreement.

B. Security

County will be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of County's Users a username and password (one per user account). An unlimited number of User accounts shall be provided. County will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). County will notify Contractor immediately if County believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, County must notify Contractor immediately if County becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

5.3 Software Products Interface

Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by County that County's Users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Contractor is not liable for any accident caused by a direct result of distraction such as from viewing the screen while operating a moving vehicle.

5.4 Ownership of LPR Data

Contractor retains all title and rights to Commercial LPR Data. County retains all rights to LEA LPR Data generated by County. Should County terminate this Agreement with Contractor, a copy of all LEA LPR Data generated by County shall be created and provided to County. After the copy is created, all LEA LPR Data generated by County shall be deleted from LEARN at the written request of an authorized representative of County, as further may be specified in Exhibit J (Information Security Requirements).

6.0 MAINTENANCE AND SUPPORT

Contractor shall provide to County Updates (hereinafter "Maintenance") and technical support and hosting (hereinafter "Support") in accordance with the terms of this Agreement. Maintenance and Support will be provided for a term of at least (5) years from County's acceptance of each item of equipment acquired by County under this Agreement. County may cancel Maintenance and Support at anytime by giving Contractor not less than thirty (30) days written notice. Support will include continuous hosting of all existing and newly added County's LPR equipment data for the term of the Agreement as long as County acquires the LPR equipment from Contractor, which shall include the ongoing Maintenance and Support, as may further be specified in the Agreement.

7.0 CONTRACT PRICES AND FEES

7.1 License Fees

Contractor shall provide to County Licensed Products, including Software and Data, at the prices listed in Exhibit C (Volume Purchase Agreement and Pricing Schedule). Notwithstanding the foregoing, the License fees may be included in the cost of Subscription Services provided by Contractor to County under this Agreement.

Notwithstanding the prices set forth in this Agreement as of the Effective Date, the Parties may negotiate and agree to lower prices on Purchase Orders issued under the Agreement following the Agreement's Effective Date for items which may include, but are not limited to, additional licensing, hosting, subscription services or other goods or services which may be provided by Contractor to County under the Agreement.

7.2 Subscription Fees

Contractor shall provide to County, Subscription Services, including Maintenance and Support Services for Licensed Products, in accordance with the prices, terms and conditions set forth in this Agreement and the applicable Purchase Order(s).

7.3 Subscription Services

County shall have access to unlimited access to Contractor's Commercial Data (a Subscription Service) upon meeting the following spending thresholds:

- County shall have Commercial Data access through a minimum of December 15th, 2018 once placing an initial hardware order;
- County agrees to purchase \$400,000 of hardware by December 15th, 2018, and Contractor agrees to extend to December 15th, 2019;
- Each year thereafter, beginning in 2019, County agrees to purchase a minimum of \$175,000 in hardware, and Contractor agrees to extend the data subscription for one more one year. County has one "pass" if they have a shortfall, and Contractor shall extend the subscription

for a year (assuming no competitive purchases were made during the shortfall year). County will have to spend at least \$175,000 this next year or Contractor will turn the subscription off.

"For purposes of this Paragraph 7.3, "County" shall refer to the County of Los Angeles Sheriff's Department including any and all of the Sheriff's Divisions, Bureaus and Commands with an assigned @lasd.org email address. No County contracted law enforcement entities (contract cities and contract service entities) will have access to the commercial data but will receive the same pricing as the Los Angeles Sheriff's Department per Exhibit C and their purchases will attribute to County's spending thresholds. Multi-jurisdictional entities – such as the LA JRIC and LA CLEAR – are not covered by this Agreement. The County will neither assign user-ids nor allow access to commercial data to non-County employees. Cumulative totals in spending over the "met threshold" automatically roll-over to the next year's totals. Hence, if County or its entities purchase \$500,000 of equipment and only the initial \$400,000 is required over the first (2) years, the excess \$100,000 will be attributed to the following year's goals."

8.0 ACCEPTANCE

County will evaluate all Licensed Products, including Software and Data, provided by Contractor to County under this Agreement, including Additional Products and Replacement Products, in accordance with the requirements set forth in the Specifications (cumulatively "Acceptance Criteria"). Upon compliance of any Licensed Product, as applicable, with the Acceptance Criteria, County will "Accept" such Licensed Product.

9.0 WARRANTY

9.1 Subscription Services

Contractor represents and warrants that the Subscription Services shall be provided in accordance with the Related Documentation, in conformance with the applicable Specifications and without Deficiencies for a period of ninety (90) days following provision of such Services, including provision of any Updates (hereinafter "Warranty Period"). If, during the Warranty Period, County finds that Subscription Services have Deficiencies, County shall notify Contractor in writing. County's remedy for the Deficiency shall be, at County's option, for Contractor to (i) at no cost to County, re-perform the defective Subscription Services, including repair or replacement of the Licensed Product which does not comply with this limited warranty, as soon as possible and no later than 30 after receipt of written notification or (ii) refund all fees paid by County for such defective Subscription Services, including all Licensed Product-related fees paid by County for the product causing the Deficiency in the Subscription Services, including but not limited to License, Hosting, Installation (if any) and Maintenance and Support. Notwithstanding the foregoing, County retains the right to use the Subscription Services including defective products in the event of Contractor's material breach, while seeking interim suppliers or during litigation or alternative dispute resolution process or proceedings.

9.2 Further Warranties

Contractor further represents and warrants that:

- 9.2.1 Any Services under this Agreement will be performed in the highest professional manner;
- 9.2.2 All Related Documentation delivered under this Agreement shall be in accordance with generally-accepted industry standards;

- 9.2.3 The Software shall not cause any unplanned interruption of the operations of, or accessibility to the Software or any County system through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Software or any Software product to County or any user or which could alter, destroy, or inhibit the use of the Software or any Software product, or the data contained therein (collectively referred to as a "Disabling Device"), which could block access to or prevent the use of the Software or any Software product by County or users;
- 9.2.4 All Subscription Services provided by Contractor to County under the Agreement shall comply with the CGIs standard and other interface and security requirements, including Exhibit J (Information Security Requirements).
- 9.2.5 The Software does not contain, and is not affected by, any Disabling Device.

10.0 WARRANTY PASS-THROUGH

Contractor shall pass through to County to the fullest extent possible all rights and remedies, including any applicable warranty or indemnity, from or offered by any manufacturer of any Third Party Software product provided under this Agreement.

11.0 INTELLECTUAL PROPERTY WARRANTY & INDEMNIFICATION

11.1 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 the License Product without interruption of system use;
- (d) This Agreement and the Licensed Products licensed or acquired herein are not subject to any liens, encumbrances, or pledges, and are not subordinate to any right or claim of any third party, including Contractor's creditors;
- (e) During the term of this Agreement, Contractor shall not, and shall not allow any third party to, 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 Licensed Products provided hereunder (or 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 users of the Licensed Products 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.

- 11.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County from and against any and liability, including but not limited to damages, costs, and expenses (including attorneys fees) arising from

any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of any Licensed Product. Any legal defense pursuant to Contractor's indemnification obligations under this Section 11 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

- 11.3 County shall notify Contractor, in writing, as soon as reasonably practicable of any claim or action alleging such infringement or unauthorized disclosure of a Licensed Product. Upon such notice by County, Contractor shall, in its reasonable judgment, and at its sole option and at no cost to County, as remedial measures (hereinafter "Remedial Measures"), either (i) procure the right, by license or otherwise, for County to continue to use such product or any infringing component thereof to the same extent of County's License under this Agreement, or (ii) to the extent procuring such right to use such product is not commercially practicable, replace or modify the product or any infringing component thereof with another product or component in such a way that the resulting system and each and every one of its components shall have, at a minimum, equivalent or higher quality and performance capabilities, until it is determined by County that the Licensed Products with all of their component have become non-infringing, non-misappropriating and non-disclosing.

Failure by Contractor to provide either of the above referenced Remedial Measures shall entitle County to terminate this Agreement for default, in whole or in part, and a refund of all amounts paid by County for the Subscription Services causing the infringement claim and for the License of the terminated Licensed Product(s).

[Section numbers 12.0 - 13.0 are reserved.]
-END OF BASE DOCUMENT-

EXHIBIT A
(ADDITIONAL TERMS & CONDITIONS - ADMINISTRATION)

14.0 DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

15.0 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, 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.

16.0 INSURANCE

16.1 Insurance Programs

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 Section 16. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, where liability arises out of, or results from, the acts, omissions, negligence or willful misconduct of Contractor or its subcontractors, and such coverage shall be provided and maintained at Contractor's own expense.

16.2 Insurance Coverage Requirements

16.2.1 General Liability Insurance (written on ISO policy from CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Each Occurrence	\$1 million

16.2.2 Automobile Liability Insurance 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."

16.2.3 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. In all cases, the above insurance shall also 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

- 16.2.4 Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of at least \$2 million.

16.3 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to: Purchasing & Contract Services, 1100 N. Eastern Ave., Rm. G115, Los Angeles, CA 90063 prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 16.3.1 Specifically identify this Agreement;
- 16.3.2 Clearly evidence all coverage required in this Agreement;
- 16.3.3 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; and
- 16.3.4 The County of Los Angeles, its Special Districts, its officials, officers and employees, be listed on Commercial General Liability Policy as an additional insured designated organization but only with respect to liability arising out of Contractor's operations.

16.4 Insurer Financial Ratings

Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII or similar rating by a reputable rating agency, unless otherwise approved by County.

16.5 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- 16.5.1 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 ten (10) days of occurrence.
- 16.5.2 Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- 16.5.3 Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to County's Project Coordinator.
- 16.5.4 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.

16.6 Insurance Coverage Requirements for Subcontractors

All subcontractors performing work under this Agreement shall be subject to the insurance requirements of this Agreement and shall be maintained at no cost to County. Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 16.6.1 Contractor providing evidence of insurance covering the activities of sub-contractors, or
- 16.6.2 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.

16.7 Failure to Maintain Coverage

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

17.0 INVOICES AND PAYMENTS

17.1 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. All invoices submitted by Contractor will be paid in accordance with the County's Purchase Order and this Agreement. In the event of a direct conflict or contradiction between the terms of a Purchase Order and the terms set forth in this Agreement, the terms of this Agreement shall control.

17.2 Invoices

17.2.1 Each invoice submitted by Contractor shall state:

- A. The identifying Purchase Order number;
- B. Software and/or Services for which payment is claimed;
- C. The date of written notification of receipt of Licensed Products and/or Services by County's Project Manager;
- D. Any applicable withhold amount for payments claimed or reversals thereof; and
- E. Any applicable credits due County under the terms of this Agreement or reversals thereof.

17.2.2 Contractor shall invoice County for all Licensed Products and/or Services provided under this Agreement pursuant to the terms of this Agreement. All invoices shall be subject to Paragraph 17.1 (Approval of Invoices). All invoices under this Agreement shall be submitted to the bill-to

address indicated on the applicable Purchase Order. County will pay Contractor's invoices only for Licensed Products and Services ordered and Accepted, if applicable, by County.

17.3 Transportation Charges

Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Products loaded on CDs or other computer media, until such items are delivered to County. All transportation and related insurance charges for shipment of Licensed Products shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, any and all transportation and related insurance charges.

17.4 Sales and Use Tax

The fees set forth in the Schedule do not include applicable California and other state and local sales/use taxes on all Licensed Products procured by County pursuant to or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

17.5 Discrepancies

In the event discrepancies are found during the invoice review as provided in Paragraph 17.2.2 above, County's Project Manager, or his/her designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within thirty (30) days from (i) the later of receipt of such invoice by County or receipt of Licensed Products with the receiving report, for Licensed Product invoices, and (ii) the later of receipt of such invoice by County, for Services. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Section 17 shall mean the details on the invoice or the receiving report which do not conform to the Purchase Order.

Notwithstanding the forgoing, if no notice of invoice discrepancies is received by Contractor within thirty (30) days from the date of County's receipt of the invoice, the invoice shall be deemed undisputed and qualified for payment in its entirety and County's written approval discussed in Paragraph 17.1 (Approval of Invoices) shall be deemed completed.

17.6 Payments

Unless otherwise specified herein, payment to Contractor shall be made in accordance with the terms set forth herein or on a Schedule referencing this Agreement, provided Contractor is not in default under any provision of this Agreement. County shall pay all invoice amounts to Contractor within thirty (30) calendar days of receipt of invoices provided that the Software and Services have been accepted and Contractor's invoices have not been disputed in accordance with Paragraph 17.5, Discrepancies, above. Unless otherwise specified herein, all payment obligations are non-cancelable, non-refundable and non-contingent.

17.7 County's Right to Withhold Payment

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any work under this Agreement while Contractor is in default hereunder, provided that Contractor has been notified of such default and such default has not been cured within thirty (30) days of notice from County, or at any time that Contractor has not provided to County services ordered by an Purchase Order.

17.8 Contractor's Right to Withhold Performance

Notwithstanding any other provision of this Agreement, Contractor reserves the right to withhold performance of any obligations under another agreement with County, in the event of County's nonpayment when due of any amounts due hereunder, provided that such nonpayment is not due to County disputing an invoicing in accordance with Paragraph 17.5 (Discrepancies). Contractor shall provide County with at least thirty (30) days written notice of such nonpayment before any performance is withheld hereunder.

18.0 GRATUITOUS WORK

Contractor agrees that Licensed Product Licenses or Services provided by Contractor outside of this Agreement are deemed gratuitous, and Contractor shall have no claim regarding such Licensed Product Licenses or Services, unless the parties have executed a separate agreement for the purchases.

19.0 CHANGE NOTICES AND AMENDMENTS

19.1 Except as otherwise provided in this Agreement, no representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures required under this Section 19.

19.2 County reserves the right to change any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 19.

19.3 For any change requested by County which does not affect the scope of work, term, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by County's Purchasing Agent.

19.4 Except as otherwise provided in this Agreement, for any change requested by County or Contractor which affects the scope of work, term, payments, price or other any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's Purchasing Agent and Contractor's authorized representative.

19.5 Facsimile Transmissions

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Change Notices prepared pursuant to this Section 19, or on any Amendments to this Agreement, and received via communications facilities, as legally sufficient

evidence that such original signatures have been affixed to such Change Notices or Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

20.0 ADMINISTRATION OF AGREEMENT - COUNTY

20.1 County's Project Director

20.1.1 County's Project Director for this Agreement shall be:

Manager, Technology Acquisitions Section
Internal Services Department
1100 North Eastern Avenue, Room G115
Los Angeles, CA 90063

20.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

20.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

20.2 County's Project Manager

20.2.1 County's Project Manager shall be the following person, or his/her designee:

Manager, Technology Acquisitions Section
Internal Services Department
1100 North Eastern Avenue, Room G115
Los Angeles, CA 90063

20.2.2 County's Project Manager will be responsible for confirming that Contractor has complied with the technical standards and requirements of this Agreement are met.

20.2.3 County's Project Manager will advise County's Project Director as to Contractor's performance with respect to requirements and technical standards.

20.2.4 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.

20.2.5 County will notify Contractor in writing of any changes in the name or address of County's Project Manager.

20.2.6 County's Project Manager will provide technical direction to Contractor in the areas relating to County policy, information requirements and procedural requirements.

20.3 Approval of Orders

All orders for Software and Services provided by Contractor under this Agreement must be authorized on a Purchase Order issued by County. In no event shall County be liable or responsible for any payments prior to its issuance of such Purchase Order.

21.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

21.1 Contractor's Account Manager

Contractor's Account Manager shall be the following person who shall be a full-time employee of Contractor:

Kris Robinson
Western Regional Sales Director
2021 Las Positas Court, Suite 101
Livermore, CA 94551

21.1.2 Contractor's Account Manager shall be the Contractor point of contact responsible for Contractor's performance of all its tasks and subtasks, and ensuring Contractor's compliance with this Agreement.

21.1.3 Contractor's Account Manager shall meet and confer with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Manager.

21.2 Approval of Contractor's Staff

21.2.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff and subcontractors fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff and subcontractors to discharge its responsibilities hereunder in a timely and efficient manner.

21.2.2 County has the ability to suggest to Contractor any changes in Contractor's staff or subcontractors performing work under this Agreement, including but not limited to Contractor's Account Manager, prior to and during their performance of any work hereunder. County's Project Manager may suggest replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including but not limited to Contractor's Account Manager. In cases where County suggest changes to staffing, Contractor will immediately take suggestions seriously and work with County to either demonstrate that no staffing changes should be made or to identify and staff with appropriate replacement(s).

21.2.3 In addition, Contractor shall provide to County's Project Director an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit F) for Contractor's Account Manager and each on-site personnel performing work under this Agreement on or immediately after the Effective Date, but in no event later than the date Contractor's Account Manager or other on-site personnel first performs work under this Agreement or gains access to any sensitive financial or personally identifiable information.

21.2.4 Contractor shall, to the maximum extent possible, take all necessary steps to assure continuity over time of the membership of the group constituting Contractor's staff, including, but not limited to, Contractor's Account Manager. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

21.2.5 In the event Contractor should ever need to remove Contractor's Account Manager 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 possible, and

shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with Contractor's Account Manager or the primary contact for Support Services, provided that County is a current subscriber of Maintenance and Support under this Agreement, Contractor shall replace such person with another to County's satisfaction.

- 21.2.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

21.3 Intentionally Omitted

22.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

- 22.1 The Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 22.2 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, Contractor, promptly upon learning of such change, shall provide written notice to County in accordance with applicable provisions of this Agreement.

23.0 SUBCONTRACTING

- 23.1 Contractor shall be permitted to subcontract the performance of this Agreement, subject to the provisions of this Section 23.

- 23.2 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless County, its 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 any subcontractor acts and/or omissions.

- 23.3 Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement.

- 23.4 Nothing herein shall waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County right prior to subcontractors commencing performance under this Agreement.

- 23.5 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.

- 23.6 For each subcontract entered into by Contractor, covering personnel who will perform Services onsite at County's facilities, Contractor shall deliver to Manager, Technology Acquisitions Section, Internal Services Department, 1100 North Eastern Avenue, Room G115, Los Angeles, CA 90063, immediately after the effective date of the subcontract, but in no event later than the date any work is performed under the subcontract:
- 23.6.1 A fully executed copy of each subcontract entered into by Contractor, with pricing terms excluded;
- 23.6.2 An executed Acknowledgement and Confidentiality Agreement, Exhibit F, for each subcontractor employee approved to perform work under this Agreement; and
- 23.6.3 Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required by County.

24.0 DISCLOSURE OF INFORMATION

- 24.1 Each party shall not disclose any details in connection with this Agreement, including but not limited to any of its terms or conditions or any circumstances which occur during the performance of this Agreement to any party except as may be otherwise provided herein or required by law.
- 24.2 However, in recognizing Contractor's need to identify its services and related clients to sustain themselves, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:
 - 24.2.1 Contractor shall develop all publicity material in a professional manner.
 - 24.2.2 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 Manager.
 - 24.2.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales that it has been awarded this Agreement with County, provided that the requirements of this Section 24 shall apply.

25.0 CONFIDENTIALITY

- 25.1 Subject to the California Public Records Act, and in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, each party shall maintain the confidentiality of all its records, data and information, including, but not limited to, billing and County records, for at least five (5) years from the date of disclosure. The parties agree, unless required by law, not to make each other's confidential information available in any form to any third party for any purpose other than the implementation of this Agreement.
- 25.2 Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.
- 25.3 A party's confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's

lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (iv) is independently developed by the other party.

- 25.4 Contractor shall provide to County an executed Acknowledgement and Confidentiality Agreement (Exhibit F) for each of its employees performing work on County's premises under this Agreement in accordance with Section 29 (Independent Contractor Status). Furthermore, Contractor agrees to the provisions of Exhibit J (Information Security Requirements), which is attached hereto.

With respect to any identifiable information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without county's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

- 25.5 Contractor acknowledges that a breach by the other party of this Section 25 may result in irreparable injury to the non-breaching party that may not be adequately compensated by monetary damages, and that, in addition to the non-breaching party's other rights under this Section 25 and at law and in equity, the non-breaching shall have the right to injunctive relief to enforce the provisions of this Section 25.

25.6 Data Sharing, Access and Security

If County is a generator as well as a consumer of LPR Data, County at its option may share its LEA LPR Data with similarly situated LEAs who contract with Contractor to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Contractor will not share any LEA LPR Data generated by County without the permission of County.

26.0 FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

27.0 TERMINATION FOR DEFAULT

27.1 Intentionally Omitted

27.2 Contractor Default

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

- 27.2.1 Contractor has failed to comply with the material provisions of this Agreement or has materially breached this Agreement and failed to correct such material breach within thirty (30) days of receipt of written notice from County of such breach; or
- 27.2.2 Contractor fails to timely provide the Licensed Products listed in a Purchase Order referencing this Agreement at the prices set forth therein or satisfactorily perform the Services; or
- 27.2.3 Contractor fails to demonstrate a high probability of timely fulfillment of the 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 ten (10) days (or such longer period as County may authorized in writing by County's Project Manager) after receipt of the notice from County.
- 27.3 In the event that this Agreement is terminated as provided in this Section 27, then:
 - 27.3.1 County shall have the right to continued use of all Licensed Products to County pursuant to Section 5 (License); and
 - 27.3.2 Contractor and County shall continue the performance of this Agreement to the extent not terminated under this Section 27; and
 - 27.3.3 County shall compensate Contractor for all work performed under this Agreement up to the effective date of termination.
- 27.4 If, after County has given notice of termination under the provisions of this Section 27, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 28 (Termination for Convenience).
- 27.5 The rights and remedies of County provided in this Section 27 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28.0 TERMINATION FOR CONVENIENCE

- 28.1 This Agreement may be terminated in whole or in part when such action is deemed by County 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, which shall be no less than thirty (30) calendar days after the notice is sent.
- 28.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - 28.2.1 Stop performance of its Services with respect to any or all orders under this Agreement on the date and to the extent specified in such notice; and
 - 28.2.2 Deliver to County all completed work and work in progress; and
 - 28.2.3 Complete performance of such part of the work as shall not have been terminated by such notice; and
- 28.3 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice.

Such claim and invoice shall be submitted promptly, but no later than ninety (90) days from the effective date of termination.

29.0 INDEPENDENT CONTRACTOR STATUS

29.1 This Agreement is not intended to, 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 are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

29.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.

29.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

29.4 Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentiality Agreement, Exhibit F, for each of its employees performing work on County's premises under this Agreement. Such agreements shall be delivered to County's Project Manager on or immediately after the execution of this Agreement by County and Contractor, but in no event later than the date any such employee first performs work under this Agreement.

30.0 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 the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Section 27 Termination for Default.

31.0 Intentionally Omitted

32.0 GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. 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, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

33.0 WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor 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 Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

34.0 AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Section 19, Change Notices and Amendments, on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

35.0 FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Section 35.0. Any new forms and procedures which materially affect Contractor's performance of this Agreement, shall be subject to review and approval by County prior to use by Contractor.

36.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

37.0 VALIDITY AND SEVERABILITY

37.1 Validity

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

37.2 Severability

In a final judgment and after the exhaustion of any appellate rights, if a court of competent jurisdictions has found that any provision here is invalid or void, such provision shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

38.0 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 at the following addresses. Notices shall be deemed given (i) at the time of signed receipt or refusal of receipt, in the case of hand delivery; and (ii) three (3) days after deposit in the United States mail, in the case of mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to County:

Purchasing
Manager, Technology Acquisitions Section
Internal Services Department
1100 North Eastern Avenue, Room G115
Los Angeles, CA 90063

If to Contractor:

Vigilant Solutions, LLC
Sales Administration
2021 Las Positas Court, Suite 101
Livermore, CA 94551

39.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

40.0 NONEXCLUSIVITY

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.

41.0 SECTION AND PARAGRAPH HEADINGS

Section and paragraph headings (headings) are for convenience only and shall not be used in construing or interpreting this Agreement. Notwithstanding the foregoing, the title controls, if there is a conflict between the title and the number of the heading.

42.0 SURVIVAL

Unless otherwise specified herein, the provisions in the following Sections shall survive the expiration or termination of this Agreement.

From the base document:

- 5.0 License
- 11.0 Intellectual Property Warranty & Indemnification

From Exhibit A (Additional Terms & Conditions - Administration):

- 15.0 Indemnification
- 16.0 Insurance

- 24.0 Disclosure of Information
- 25.0 Confidentiality

From Exhibit B (Additional Terms & Conditions - Social Programs):

- 57.0 Compliance with Applicable Law
- 58.0 Fair Labor Standards
- 59.0 Compliance with Civil Rights Laws
- 61.0 Employment Eligibility Verification
- 65.0 Federal Access to Records
- 67.0 No Third Party Beneficiaries
- 80.0 Governing Law, Jurisdiction, and Venue
- 81.0 Validity

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

43.0 NOTICE OF DELAYS

Exception as otherwise provided herein, 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 five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

44.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds the County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

45.0 Intentionally Omitted

[Section numbers 46.0 - 49.0 are reserved.]

-END OF EXHIBIT A-

EXHIBIT B
(ADDITIONAL TERMS & CONDITIONS - SOCIAL PROGRAMS)

50.0 TERMINATION FOR IMPROPER CONSIDERATION

- 50.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if 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 the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to 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.
- 50.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 50.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

51.0 TERMINATION FOR GRATUITIES

County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. 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.

52.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. 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 will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

53.0 RECORDS AND AUDITS

- 53.1 Contractor shall maintain accurate and complete financial records of its activities and operation relating to this Agreement in accordance with generally accepted accounting principles. 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 records

relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor 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 Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within the County's borders.

53.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, 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. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

53.3 Failure on the part of Contractor to comply with any of the provisions of this Section 53 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Section 27, Termination for Default.

54.0 WARRANTY AGAINST CONTINGENT FEES

54.1 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.

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

55.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the identical software, software models, components, 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. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Section 55 by review of Contractor's books and records.

56.0 CONFLICT OF INTEREST

56.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct 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.

56.2 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 which are applicable to it as a

Software and Services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, 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.

57.0 COMPLIANCE WITH APPLICABLE LAWS

57.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines and directives, which apply to this Agreement and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with such rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

57.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability (including but not limited to claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees) arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Section 57 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

58.0 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, its officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

59.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

59.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

59.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification attached as Exhibit G.

- 59.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, 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.
- 59.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 59.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
 2. Section 504, Rehabilitation Act of 1973;
 3. Age Discrimination Act of 1975;
 4. Title IX, Education Amendments of 1973, as applicable; and
 5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

- 59.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 59 when so requested by County.
- 59.7 If County finds that any of the provisions of this Section 59 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Section 27 of this Agreement, or for convenience under Section 28 of 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 State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 59.7 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages

are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Section 27, Termination for Default.

60.0 RESTRICTIONS ON LOBBYING

60.1 Federal Funds Projects

If any Federal funds are to be used to pay for any portion of Contractor's work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

60.2 County Projects

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles 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 Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Section 27 of this Agreement, or for convenience under Section 28 of this Agreement.

61.0 EMPLOYMENT ELIGIBILITY VERIFICATION

61.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

61.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

61.3 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, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

62.0 CONTRACT HIRING

62.1 Consideration of Hiring County Employees Targeted for Layoffs

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

62.2 Consideration of GAIN/GROW Program Participants for Employment

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

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

62.3 Prohibition against Inducement and Persuasion

Contractor and County agree that, during the term of this Agreement and for a period of one (1) 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. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

63.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

If required by applicable law, 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 1015.

64.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

64.1 Responsible Contractor

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

64.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which

generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

64.3 Non-responsible Contractor

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

64.4 Contractor Hearing Board

- 64.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 64.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 64.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 64.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 64.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

64.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

65.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

66.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to Internal Services Department, Purchasing, Attention:

Manager, Technology Acquisitions Section
Internal Services Department
1100 North Eastern Avenue, Room G115
Los Angeles, CA 90063

67.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

68.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

69.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

69.1 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.

69.2 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 or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

70.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

71.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the

discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

72.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the applicable County's Project Manager, and County's Director of Internal Services Department, in their discretion.

73.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

74.0 SAFELY SURRENDERED BABY LAW

74.1 As required by applicable 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 Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

74.2 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.

75.0 RECYCLED PAPER

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

76.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

76.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.020 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated herein.

76.2 Written Employee Jury Service Policy

- 76.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 76.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12 month period under one or more County contracts or subcontract. "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 the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 76.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program's definition of "Contractor" and/or Contractor continues to qualify for an exception to the Program.
- 76.2.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

- 77.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.
- 77.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor shall comply with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1073.5 relating to employment reporting for its employees, and shall fully comply with 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).

- 77.3 Failure to comply with such state and federal reporting requirements, or failure to fully implement such lawfully served Orders or Notices, constitutes a default under the contract, and failure to cure the default within 90 days of notice by the County shall subject the contract to termination. Furthermore Contractor's failure to comply with these requirements may be cause for debarment.

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

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

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

79.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

80.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

81.0 VALIDITY

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

82.0 TIME OFF FOR VOTING

The Contract shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contract and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

-END OF EXHIBIT B-

IN WITNESS WHERE OF, the parties enter into this Agreement as the Effective Date.

VENDOR NAME

VIGILANT SOLUTIONS LLC

By:

[REDACTED]
(Authorized Signature)

Name:

STEVEN C. CINTRON
(Please Print)

Title:

CHIEF FINANCIAL OFFICER

Date:

28 JUN 2016

COUNTY OF LOS ANGELES

By:

[REDACTED]
(Authorized Signature)

Name:

Sally Luu
(Please Print)

Title:

Principal Purchasing & Contracts Analyst

Date:

6/29/16

PRICING SCHEDULE

Section I: (County and Contract Cities Only)

Mobile Purchase: 4 Camera Reaper

Fixed Purchase: 1 Camera Reaper

Kustom Signal Trailer Reaper LPR 2 Camera Retro Fit (County supplies own trailer) Purchase

Section II: (All Eligible Agencies)

ILP Mobile Bundles

ILP Fixed Bundles

Commercial Data Access

Mobile 3-4 Camera LPR Systems

Fixed LPR Cameras

LPR Trailers

Face Search (Facial Recognition)

Line Up: Facial Cataloguing & Streaming Facial Recognition

Services

LEARN / Camera License Keys (Basic-Standard)

Extended Warranty

Accessories (Brackets, Communication Box, Covert Tool Box, Connectors)

SECTION I:

County and Contract Cities “Volume Purchase Pricing”

Mobile Purchase: 4 Camera Reaper

Qty	Model #	Description	LIST	Total Discount	Discounted Price
1	CDM-4-1234RE	4 Camera Reaper	\$31,150	\$10,150	\$21,000

1. Contractor will charge \$21,000 per 4-camera Reaper system. This includes the following:
 - a. 4-camera system w/integrated processor
 - b. 5-year CLKs (Basic/Standard) and Maintenance and Support as defined in Section 6.0 of the HOA
 - c. 5-years of warranty
 - d. Mounting Brackets
 - e. Vigilant Travel
 - f. Shipping/Handling
2. County will do Installation/SSU&C and pay tax on hardware
 - a. Contractor will provide training/certification at no cost

Fixed Purchase: 1 Camera Reaper

Qty	Model #	Description	LIST	Total Discount	Discounted Price
1	SF-XXX-H-RE	1 Camera Reaper	\$16,849	\$3,170	\$13,679

- 1 Contractor will charge \$13,679 per fixed Reaper camera. This includes the following:
 - a. 1 Reaper fixed camera
 - b. 5-year CLKs (Basic/Standard) and Maintenance and Support as defined in Section 6.0 of the HOA
 - c. 5-years of warranty
 - d. Vigilant Travel
 - e. Mounting bracket, Communication Box with GX450 and M12 connector
2. County will do Installation/SSU&C / communication and electrical and pay tax on hardware
 - a. Vigilant will provide training/certification at no cost

Kustom Signal Trailer Reaper LPR 2 Camera Retro Fit (LASD supplies own trailer) Purchase:

Qty	Model #	Description
(1)	Fixed LPR SYS-1 (2)VSF-075-H-RE	Vigilant Fixed LPR Camera with Integrated Smart Processor <u>Hardware:</u> <ul style="list-style-type: none"> • Integrated (Internal) solid state DSP Smart processor units - No moving parts <ul style="list-style-type: none"> o Plug-N-Play IP based camera with Power Over Ethernet (POE) • Includes field installed J-Box • 75mm LPR Camera(s) with IR and Color video <ul style="list-style-type: none"> o Includes RAM mounting bracket <u>Software:</u> <ul style="list-style-type: none"> • Direct connect to Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> o Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> o Full suite of LPR tools including data analytics
(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> o Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> o Automated CarDetector software update management o Plate searching, mapping, data mining utilities o Stakeout, Associate Analysis and Locate Analysis o Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> o Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
(1)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(2)	CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5 <ul style="list-style-type: none"> • Fixed LPR System LPR hardware component replacement warranty • Applies to 1-Channel hardware system kit • Valid for 4 years from standard warranty expiration
(1)	VS-SHP-02	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> • Applies to each fixed camera LPR System • Shipping Method is FOB Destination
(5)	VSBSVC-04	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> o Includes access to all LEARN and CarDetector software updates • Priced per camera per year for over 60 total camera units • Requires new/existing Enterprise Service Agreement (ESA)
(1)	INSTALLTRL	Installation of LPR Equipment in Kustom Signal Trailers
(1)	TAX	Tax on hardware at 9.00%
(1)	SierraGX450	Sierra Wireless Modem,w/ Antennas, Brackets
(1)	LAPTOP	Solid State Laptop
(1)	PWRSUPPLY	Power Supply

Quote Notes:

All prices are quoted in USD and will remain firm and in effect through December 15, 2015.

1. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
2. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
3. Central compute resource hardware sold separately unless explicitly stated above.
4. All hardware components to have standard One (1) year hardware warranty.
5. All software to have standard one (1) year warranty for manufacturer defects.
6. Compatibility with Contractor hardware/software to be confirmed prior to sale.
7. Software is manufactured under strict Vigilant Solutions standard.
8. Compliance to local codes neither guaranteed nor implied.
9. All orders subject to credit acceptance by Contractor's management.
10. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
11. This Quote does not include anything outside the above stated bill of materials.
12. Kustom Signal Trailers provided by others.
13. This quote is for LPR hardware, installation and commissioning services.
14. Customer must provide Sim Cards.
15. Additional fabrication and trailer upgrades are the responsibility of the County.

Total Price	\$20,904.80	
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SECTION II:

The Following Pricing Schedule Referred To As “Section Two” May Be Used By All Eligible Los Angeles County Agencies provided that each Agency completes an Enterprise Service Agreement with Contractor.

ILP Mobile Bundles:

Qty	Model #	Description
(1)	VS-ILP-1M2RE	<p>Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Reaper) - Up to 100 Sworn</p> <p><u>Hardware Includes:</u></p> <ul style="list-style-type: none">• 3-Camera Mobile LPR system - Quantity = 1 LPR System (Reaper Cameras)<ul style="list-style-type: none">o Power over Ethernet (POE) LPR cameras w/ Integrated processorso Lens configuration to be confirmed by customer at time of order <p><u>Software / Services Include:</u></p> <ul style="list-style-type: none">• CarDetector Mobile LPR Software for MDC Unit<ul style="list-style-type: none">o Includes Mobile Hit Hunter Data Access Feature• LEARN Software as a Service (SaaS) including:<ul style="list-style-type: none">o LEARN Data Analytic Toolso Unlimited Commercial LPR data Accesso Hosting, data and system management of LPR datao LEARN-Mobile Companion SmartPhone application (Android & iPhone)• First year Standard Service Package for hosted LPR server access• FaceSearch Hosted Facial Recognition<ul style="list-style-type: none">o Image gallery of up to 5,000 images
Subtotal Price (Excluding sales tax)		\$14,995.00

Qty	Model #	Description
(1)	VS-ILP-2M2RE	<p>Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Reaper) - Up to 200 Sworn</p> <p><u>Hardware Includes:</u></p> <ul style="list-style-type: none">• 3-Camera Mobile LPR system - Quantity = 2 LPR Systems (Reaper Cameras)<ul style="list-style-type: none">o Power over Ethernet (POE) LPR cameras w/ Integrated processorso Lens configuration to be confirmed by customer at time of order <p><u>Software / Services Include:</u></p> <ul style="list-style-type: none">• CarDetector Mobile LPR Software for MDC Unit<ul style="list-style-type: none">o Includes Mobile Hit Hunter Data Access Feature• LEARN Software as a Service (SaaS) including:<ul style="list-style-type: none">o LEARN Data Analytic Toolso Unlimited Commercial LPR data Accesso Hosting, data and system management of LPR datao LEARN-Mobile Companion SmartPhone application (Android & iPhone)• First year Standard Service Package for hosted LPR server access• FaceSearch Hosted Facial Recognition<ul style="list-style-type: none">o Image gallery of up to 20,000 images
Subtotal Price (Excluding sales tax)		\$34,495.00

Qty	Model #	Description
(1)	VS-ILP-3M2RE	<p>Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Reaper) - Up to 700 Sworn</p> <p><u>Hardware Includes:</u></p> <ul style="list-style-type: none"> • 3-Camera Mobile LPR system - Quantity = 4 LPR Systems (Reaper Cameras) <ul style="list-style-type: none"> o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order <p><u>Software / Services Include:</u></p> <ul style="list-style-type: none"> • CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> o Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> o LEARN Data Analytic Tools o Unlimited Commercial LPR data Access o Hosting, data and system management of LPR data o LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> o Image gallery of up to 50,000 images
Subtotal Price (Excluding sales tax)		\$89,495.00

Qty	Model #	Description
(1)	VS-ILP-4M2RE	<p>Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Reaper)- Fusion Centers / Up to 2000 Sworn</p> <p><u>Hardware Includes:</u></p> <ul style="list-style-type: none"> • 3-Camera Mobile LPR system - Quantity = 5 LPR Systems (Reaper Cameras) <ul style="list-style-type: none"> o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order <p><u>Software / Services Include:</u></p> <ul style="list-style-type: none"> • CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> o Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> o LEARN Data Analytic Tools o Unlimited Commercial LPR data Access o Hosting, data and system management of LPR data o LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> o Image gallery of up to 100,000 images
Subtotal Price (Excluding sales tax)		\$154,495.00

ILP Fixed Bundles:

Qty	Model #	Description
(1)	VS-ILP-1F2RE	<p>Intelligence Led Policing Package w/ (3) Fixed LPR Cameras (Reaper) - Up to 100 Sworn</p> <p><u>Hardware Includes:</u></p> <ul style="list-style-type: none"> • Stationary Mount LPR Cameras - Quantity = 3 'Reaper' LPR Cameras <ul style="list-style-type: none"> o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order <p><u>Software / Services Include:</u></p> <ul style="list-style-type: none"> • CarDetector Fixed LPR Software for LPR server • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> o LEARN Data Analytic Tools o Unlimited Commercial LPR data Access o Hosting, data and system management of LPR data o LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> o Image gallery of up to 5,000 images
Subtotal Price (Excluding sales tax)		\$14,995.00

Qty	Model #	Description
(1)	VS-ILP-2F2RE	<p>Intelligence Led Policing Package w/ (6) Fixed LPR Cameras (Reaper) - Up to 200 Sworn</p> <p><u>Hardware Includes:</u></p> <ul style="list-style-type: none"> • Stationary Mount LPR Cameras - Quantity = 6 'Reaper' LPR Cameras <ul style="list-style-type: none"> o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order <p><u>Software / Services Include:</u></p> <ul style="list-style-type: none"> • CarDetector Fixed LPR Software for LPR server • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> o LEARN Data Analytic Tools o Unlimited Commercial LPR data Access o Hosting, data and system management of LPR data o LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> o Image gallery of up to 20,000 images
Subtotal Price (Excluding sales tax)		\$34,495.00

Qty	Model #	Description
(1)	VS-ILP-3F2RE	<p>Intelligence Led Policing Package w/ (12) Fixed LPR Cameras (Reaper) - Up to 700 Sworn</p> <p><u>Hardware Includes:</u></p> <ul style="list-style-type: none"> • Stationary Mount LPR Cameras - Quantity = 12 'Reaper' LPR Cameras <ul style="list-style-type: none"> o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order <p><u>Software / Services Include:</u></p> <ul style="list-style-type: none"> • CarDetector Fixed LPR Software for LPR server • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> o LEARN Data Analytic Tools o Unlimited Commercial LPR data Access o Hosting, data and system management of LPR data o LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> o Image gallery of up to 50,000 images
Subtotal Price (Excluding sales tax)		\$89,495.00

Qty	Model #	Description
(1)	VS-ILP-4F2RE	<p>Intelligence Led Policing Package w/ (15) Fixed LPR Cameras (Reaper) - Fusion Centers and Up to 2000 Sworn</p> <p><u>Hardware Includes:</u></p> <ul style="list-style-type: none"> • Stationary Mount LPR Cameras - Quantity = 15 'Reaper' LPR Cameras <ul style="list-style-type: none"> o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order <p><u>Software / Services Include:</u></p> <ul style="list-style-type: none"> • CarDetector Fixed LPR Software for LPR server • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> o LEARN Data Analytic Tools o Unlimited Commercial LPR data Access o Hosting, data and system management of LPR data o LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> o Image gallery of up to 100,000 images
Subtotal Price (Excluding sales tax)		\$154,495.00

Commercial Data Access:

Qty	Model #	Description
(1)	VS-LDS-1A	<p>Vigilant 'Commercial Data' Access via LEARN - Up to 50 Sworn</p> <ul style="list-style-type: none"> • Local/State LEA Commercial LPR Data access - Up to 50 Sworn • Access to all Vigilant commercially acquired national vehicle location data • Unlimited access for agency wide unlimited users of all commercial LPR data and LEARN components • Includes full use of hosted/managed LPR server account via LEARN • Includes Vigilant's complete suite of LEARN data analytics • As per the Vigilant Solutions Software Service Agreement
Subtotal Price (Excluding sales tax)		\$4,995.00

Qty	Model #	Description
(1)	VS-LDS-1	Vigilant 'Commercial Data' Access via LEARN - Tier 1 <ul style="list-style-type: none"> • Local/State LEA Tier 1 Commercial LPR Data access - Up to 100 Sworn • Access to all Vigilant commercially acquired national vehicle location data • Unlimited access for agency wide unlimited users of all commercial LPR data and LEARN components • Includes full use of hosted/managed LPR server account via LEARN • Includes Vigilant's complete suite of LEARN data analytics • As per the Vigilant Solutions Software Service Agreement
Subtotal Price (Excluding sales tax)		\$7,500.00

Qty	Model #	Description
(1)	VS-LDS-2	Vigilant 'Commercial Data' Access via LEARN - Tier 2 <ul style="list-style-type: none"> • Local/State LEA Tier 2 Commercial LPR Data access - Up to 200 Sworn • Access to all Vigilant commercially acquired national vehicle location data • Unlimited access for agency wide unlimited users of all commercial LPR data and LEARN components • Includes full use of hosted/managed LPR server account via LEARN • Includes Vigilant's complete suite of LEARN data analytics • As per the Vigilant Solutions Software Service Agreement
Subtotal Price (Excluding sales tax)		\$22,500.00

Qty	Model #	Description
(1)	VS-LDS-3	Vigilant 'Commercial Data' Access via LEARN - Tier 3 <ul style="list-style-type: none"> • Local/State LEA Tier 3 Commercial LPR Data access - Up to 700 Sworn • Access to all Vigilant commercially acquired national vehicle location data • Unlimited access for agency wide unlimited users of all commercial LPR data and LEARN components • Includes full use of hosted/managed LPR server account via LEARN • Includes Vigilant's complete suite of LEARN data analytics • As per the Vigilant Solutions Software Service Agreement
Subtotal Price (Excluding sales tax)		\$47,995.00

Qty	Model #	Description
(1)	VS-LDS-4	Vigilant 'Commercial Data' Access via LEARN - Tier 4 <ul style="list-style-type: none"> • Local/State LEA and Fusion Center Tier 4 Commercial LPR Data access - Up to 2000 Sworn • Access to all Vigilant commercially acquired national vehicle location data • Unlimited access for agency wide unlimited users of all commercial LPR data and LEARN components • Includes full use of hosted/managed LPR server account via LEARN • Includes Vigilant's complete suite of LEARN data analytics • As per the Vigilant Solutions Software Service Agreement
Subtotal Price (Excluding sales tax)		\$89,995.00

Mobile 3-4 Camera LPR Systems:

Qty	Model #	Description REAPER MOBILE
(1)	Mobile LPR SYS-1 CDM-3-134-RE	Mobile LPR 3-Camera System w/ Integrated Processor (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none"> Qty=1 Combination IR / Color LPR Camera - 16mm lens package Qty=1 Combination IR / Color LPR Camera - 35mm lens package Qty=1 Combination IR / Color LPR Camera - 50mm lens package Cameras w/ integrated solid state DSPs (No moving parts) Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> Single point power connection Field installed GPS receiver for MDC (USB Connect) <u>Software:</u> <ul style="list-style-type: none"> CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> LPR vehicle license plate scanning / real time alerting Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$12,700.00

Qty	Model #	Description REAPER MOBILE
(1)	Mobile LPR SYS-2 CDM-4-1234RE	Mobile LPR 4-Camera System w/ Integrated Processor <u>Hardware:</u> <ul style="list-style-type: none"> Qty=1 Combination IR / Color LPR Camera - 16mm lens package Qty=1 Combination IR / Color LPR Camera - 25mm lens package Qty=1 Combination IR / Color LPR Camera - 35mm lens package Qty=1 Combination IR / Color LPR Camera - 50mm lens package Cameras w/ integrated solid state DSPs (No moving parts) Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> Single point power connection Field installed GPS receiver for MDC (USB Connect) <u>Software:</u> <ul style="list-style-type: none"> CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> LPR vehicle license plate scanning / real time alerting Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$14,700.00

Fixed LPR Cameras:

Qty	Model #	Description REAPER FIXED
(1)	Fixed LPR SYS-1 VSF-XXX-H-RE	Vigilant Fixed LPR Camera with Integrated Smart Processor <u>Hardware:</u> <ul style="list-style-type: none"> Integrated (Internal) solid state DSP Smart processor units - No moving parts <ul style="list-style-type: none"> Plug-N-Play IP based camera with Power Over Ethernet (POE) Includes field installed J-Box Combination IR and Color lens config to be selected at time of order <ul style="list-style-type: none"> Includes RAM mounting bracket <u>Software:</u> <ul style="list-style-type: none"> Direct connect to Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> Includes CarDetector LPR software for local server hosting LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		\$7,300.00

Qty	Model #	Description RAPIER LONG RANGE CAMERA
(1)	Fixed LPR SYS-3 (1)VSF-160--D	<p>CarDetector - Fixed Camera LPR System - 8 Camera System</p> <p><u>Hardware:</u></p> <ul style="list-style-type: none"> Qty=8 Digital Signal Processor (DSP) units - No moving parts <ul style="list-style-type: none"> Two video inputs (IR & Color Camera), One Ethernet output Qty=8 Long Range LPR Camera(s) with IR and Color video <ul style="list-style-type: none"> Capture license plates up to 160' from point of install Includes mounting adapter bracket, camera cable, breakout cable and power Supply Requires a PC <p><u>Software:</u></p> <ul style="list-style-type: none"> CarDetector LPR server software for up to 35 points of capture LPR software is compatible with Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> Centralized web based LPR system and data management Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		\$6,205.00

LPR Trailers:

Qty	Model #	Description TRINITY TRAILER
(1)	Roadside LPR Trailer Unit-1 VSF-2TT55SN-RE	<p>Vigilant 2-Camera Reaper LPR Trailer w/ Speed Radar</p> <ul style="list-style-type: none"> Semi-covert LPR Trailer Heavy Ruggedized Construction Solar Panels w/Battery Backup for multi-day operation Cellular Router with GPS Optional Speed Radar and Display Qty=(2) 1-Camera Reaper or Raptor 75mm LPR Systems Semi-Rugged Laptop STD One Year Warranty (Additional years are available) Does <u>NOT</u> include, Training, Travel, Shipping, Camera License keys, tax
Subtotal Price (Excluding sales tax)		\$45,245.00

Qty	Model #	Description RU-2 TRAILER ONE SINGLE LARGE MESSAGE BOARD
(1)	RU23450 ALPR Trailer	<p>RU2 ALPR Trailer with Vigilant Solutions 2 Camera ALPR system</p> <p><u>ALPR Trailer Details are to include:</u></p> <p>RU2 Fast-3450 VMS Radar Speed Display Trailer</p> <ul style="list-style-type: none"> • Full graphic, medium density, 40"H x 50"W active area LED array capable for 1 to 4 lines of text • Full graphic characters and complex animation • High speed blanking • Flashing digit violator alert • Traffic management arrows, and customization software for both text and animation <p><u>STANDARD FEATURES:</u></p> <ul style="list-style-type: none"> • Single directional K-band radar unit • One to Four lines of text; 2 @ 19", 3 @ 13", 4 @ 9" • Up to 40" Amber AlInGaP LED display characters • Display protected by 3/16" GE Lexan® with a smoked, non-glare finish • Automatic intensity adjustment to ambient light conditions • Keyed On/Off switch • Four (4) AGM aviation grade batteries (396 A/Hrs total) • Single cycle 24 hour ON/OFF clock • Flashing Digit Violator Alert • Directional Traffic Arrow Patterns • Minimum Display Speed / High Speed Cut-off • "Presence Only" VMS mode for power conservation • Unit defaults to last settings upon power up <p><u>CONSTRUCTION:</u></p> <ul style="list-style-type: none"> • 2" dia. tubular steel space-frame chassis • Polyester powder coat finish over high zinc epoxy primer • (2) <p>Extendable outrigger stabilizers with a swing down swivel tongue jack</p> <ul style="list-style-type: none"> • 4.80 x 13 ST tires on 5 lug automotive type hubs • 2" Class II ball coupler • Full 7" wide, 14 gauge steel fenders • 2000 lb rated axle • Upgraded Leaf spring suspension • Taper roller bearings • Curb Weight: 900 lbs. (est.) <p>INCLUDES * Training, Travel, Shipping, Camera Enclosures, 3 year warranty</p> <p>Does <u>NOT</u> include Camera License keys, tax</p>
Subtotal Price (Excluding sales tax)		\$43,500.00

Qty	Model #	Description : RU-2 TRAILER ONE SINGLE DISPLAY With 2ND MESSAGE BOARD
(1)	Fixed LPR TLR-1 VSF-2TR24SN-RE	<p>Vigilant Solutions Trailer with 2 Camera LPR System - 2 Camera System</p> <p><u>ALPR Camera Hardware Includes:</u></p> <ul style="list-style-type: none"> • LPR Integrated Camera(s) & LPR Processor with IR and Color video • OCR Engine • Power-over-Ethernet • Digital camera output • Camera with RAM ball mount and single point power wiring harness <p><u>ALPR software Includes:</u></p> <ul style="list-style-type: none"> • Car Detector Fixed Software <p><u>ALPR Trailer Includes:</u></p> <ul style="list-style-type: none"> • 2" O.D. / .087 wall tubular steel space frame construction • Powder coat finish over high-zinc epoxy primer • Units have directional K-band radar unit; <ul style="list-style-type: none"> ○ General <ul style="list-style-type: none"> ▪ Supply Voltage Range: 7.4 –24.0 VDC (12.6 VDC nominal) ▪ Supply Current: < 100ma. @12.6 VDC ▪ Environmental: -30°C to +65°C; 90% relative humidity at +37°C, non-condensing ▪ Units of Measure: User selectable (mph, km/h, ft/sec, m/sec) ▪ Target Speed Limits: User selectable from 1 – 150 mph ▪ Accuracy: + 1 MPH or km/h ▪ Size: 3.0"H x 3.0"W x 1.5"D, 8 oz. ○ Microwave: <ul style="list-style-type: none"> ▪ Frequency: 24.125 + .1 GHz (K-Band) ▪ Output Power (EIRP): < 20dBm ▪ Microwave Source: DRO or PHEMT ▪ Antenna Type: Planar Array ▪ Polarization: Linear ▪ Horizontal. Beam width: 12° ▪ Receiver Type: Dual Channel Low-Noise • Includes MUTCD compliant 18" x 24" R2-1 style "YOUR SPEED" aluminum regulatory sign, white Grade IV retro-reflective material, with overlay digits (0,2-6 digit numbers included, 7 available) • 34" x 36" x 12" storage box • Three (3) Leveling jacks • 2000 lb. axle, leaf spring suspension • 13" white steel wheels w/ 155/80D13 two (2) ply ST rated tires • 12 gauge formed fenders • DOT regulation lights (including side markers, cut out style, with flat 4-pin connector • LPR Camera Enclosure with Lexan Smoked lens • Length 101", Width 55" • Height: deployed 92.5", in tow 42.5" • 580 Lbs. curb weight, 30 Lbs. tongue weight • Display must be warranted against defects in materials and workmanship for at least 5 years • Radar device must be warranted against defects in materials and workmanship for at least 2 years • Product must meet or exceed "Buy American Act" at 41 U.S.C. §§ 10a-10c standards. <ul style="list-style-type: none"> ○ Requires that a product be manufactured in the U.S. of more than 50 percent U.S. parts, measured as a percentage of Cost of Goods Sold, to be considered "Made in USA" for government procurement purposes. <p>Power</p> <ul style="list-style-type: none"> • Battery(s) 4 x 12VDC 154 Absorbed Glass Mat (AGM) deep cycle batteries (4-days service) <ul style="list-style-type: none"> ▪ • Charger 10A single bank floating charger, internally mounted, external waterproof socket Timer • Single cycle 24 Hour ON/OFF timer • Up to four batteries total (charger upgraded as necessary) • 140 Watts Solar Panel for charging • Units have Keyed On/Off switch

		Vigilant Solutions Trailer with ALPR 2 Camera LPR System - 2 Camera System Continued-
		Display Features <ul style="list-style-type: none"> • 1-18" full graphic characters visible up to 1250' • 1 -10" X 50" VMS Signage (location TBD) • Voltage check • Automatic intensity adjustment to ambient light • Directional radar mounted in display • Radar sensitivity user programmable, 5 levels • Flashing digit violator alert • Amber LED traffic management arrows • Display equipped with High Speed Blanking settable in 1 MPH increments • Display equipped with amber LED Flashing Speed Violator alert settable in 1 MPH increments • Display equipped with Minimum Speed Display settable in 1 MPH increments • Violator Alerts (standard and optional) can be set in any order of hierarchy • Units operating parameters stored to non-volatile memory and defaults to last settings on power up • Dark mode data collection (if applicable) • Units have 3/16" GE Lexan® shielding with a tinted, non-glare finish <ul style="list-style-type: none"> ◦ Display may not fade or flare in direct sunlight • Sports mode • KPH & MPH selectable • Built in diagnostics <p>INCLUDES * Training, Travel, Shipping, Camera Enclosures, 3 year warranty</p> <p>Does <u>NOT</u> include Camera License keys, tax</p>
Subtotal Price (Excluding sales tax)		\$43,500.00

Qty	Model #	Description : KUSTOM SIGNAL TRAILER w/Traffic DATA RECORDING
(1)	Roadside LPR Trailer Kustomsmart-VMS	Vigilant 2-Camera Reaper LPR Trailer w/ Speed Radar <ul style="list-style-type: none"> • SMART VMS HT: LED Display Panel h x w (48" x 72") 4 LEDs/pixel - includes • 802.11 wireless • , EasyHost PC software and serial cable • Traffic Data Recording System w/ flash card (first license included) • SHIPPING & HANDLING COSTS • Internal cabinet to house the ALPR system • ALPR configuration includes low voltage notification and new programing module for message board • Price includes shipping, start-up and commissioning, travel, and training, • STD One Year Warranty (Additional years are available) • Does <u>NOT</u> include camera license keys, tax
Subtotal Price (Excluding sales tax)		\$51,000.00

Face Search (Facial Recognition):

Qty	Model #	Description
(1)	VS-FSHSL-1A	FaceSearch with Vigilant Image Gallery Access For up to 50 Sworn - Annual <ul style="list-style-type: none"> • Hosted access to agency/shared images and Vigilant Image Gallery • Agency wide • Image Enrollment Fees apply
Subtotal Price (Excluding sales tax)		\$4,995.00

Qty	Model #	Description
(1)	VS-FSHSL-1	FaceSearch with Vigilant Image Gallery Access For up to 100 Sworn - Annual <ul style="list-style-type: none"> • Hosted access to agency/shared images and Vigilant Image Gallery • Agency wide • Image Enrollment Fees apply
Subtotal Price (Excluding sales tax)		\$7,500.00

Qty	Model #	Description
(1)	VS-FSHSL-2	FaceSearch with Vigilant Image Gallery Access For up to 200 Sworn - Annual <ul style="list-style-type: none"> • Hosted access to agency/shared images and Vigilant Image Gallery • Agency wide • Image Enrollment Fees apply
Subtotal Price (Excluding sales tax)		\$22,500.00

Qty	Model #	Description
(1)	VS-FSHSL-3	FaceSearch with Vigilant Image Gallery Access For up to 700 Sworn - Annual <ul style="list-style-type: none"> • Hosted access to agency/shared images and Vigilant Image Gallery • Agency wide • Image Enrollment Fees apply
Subtotal Price (Excluding sales tax)		\$47,995.00

Qty	Model #	Description
(1)	VS-FSHSL-4	FaceSearch with Vigilant Image Gallery Access For up to 2000 Sworn - Annual <ul style="list-style-type: none"> • Hosted access to agency/shared images and Vigilant Image Gallery • Agency wide • Image Enrollment Fees apply
Subtotal Price (Excluding sales tax)		\$89,995.00

Qty	Model #	Description
(1)	VS-FSHIE-1	Annual Image Enrollment for Agency Gallery - 5,000 images <ul style="list-style-type: none"> • For use in facial recognition matching and alerting by FaceSearch and LineUp products • 5,000 images
Subtotal Price (Excluding sales tax)		\$750.00

Line Up: Facial Cataloguing & Streaming Facial Recognition:

Qty	Model #	Description
(1)	VS-LUNSL-1	LineUp Software <ul style="list-style-type: none"> • Customer hosted software for synchronization with required Agency Facesearch account • Deployment on agency provided server • One license required per LineUp server • FaceSearch account sold separately
Subtotal Price (Excluding sales tax)		\$4,995.00

Qty	Model #	Description
(1)	VS-LUNSW-1	LineUp Annual Software Warranty <ul style="list-style-type: none"> • Technical Support • Bug fixes • Minor version upgrades • Annual fee
Subtotal Price (Excluding sales tax)		\$749.00

Qty	Model #	Description
(1)	VS-FBNHL-1	FaceBox Appliance <ul style="list-style-type: none"> • Hardware/Software to connect up to (3) IP cameras to LineUp • FaceSearch and LineUp required • IP cameras sold separately
Subtotal Price (Excluding sales tax)		\$7,500.00

Qty	Model #	Description
(1)	VS-LUNVC-1	Vigilant Intelligent IP Video Camera <ul style="list-style-type: none"> • Smart HD Camera • 2-25' CAT Ethernet Cables • 1 Varifocal Lens • PoE Switch
Subtotal Price (Excluding sales tax)		\$1,995.00

Qty	Model #	Description
(1)	VS-FBNHW-1	FaceBox 1-Year Extended Warranty <ul style="list-style-type: none"> • Hardware warranty for FaceBox • Bug fixes • Technical Support • Minor version upgrades
Subtotal Price (Excluding sales tax)		\$750.00

Services:

Qty	Model #	Description
(1)	VS-CIP-I	Vigilant Competitive LPR Server - Integration Service <ul style="list-style-type: none"> • Includes software module for installation on competitive LPR server • Near-real-time monitoring and copying of new LPR data to LEARN account • Engineering services included for remote analysis of existing Non-Vigilant LPR data
Subtotal Price (Excluding sales tax)		\$4,500.00

Qty	Model #	Description
(1)	VS-CIP-M-01	Vigilant Competitive LPR Server - Data Migration Service <ul style="list-style-type: none"> • Engineering service to migrate historical data to LEARN account <ul style="list-style-type: none"> o NO disruption of existing server operations • Priced per system (mobile or fixed) for up to 10 Systems
Subtotal Price (Excluding sales tax)		\$1,000.00

Qty	Model #	Description
(1)	VS-CIP-S	Vigilant Competitive LPR Server - Account Access <ul style="list-style-type: none"> • Hosted/managed LEARN LPR server account <ul style="list-style-type: none"> o Access all competitive LPR data (From Non-Vigilant Server Integration) o Includes all LEARN SW updates w/ database optimization/maintenance • Priced per Non-Vigilant system on an annual basis
Subtotal Price (Excluding sales tax)		\$125.00

Qty	Model #	Description
(1)	SSU-LN-COM	Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account <ul style="list-style-type: none"> • New client account setup via national LPR server • Required for all hosted/managed LEARN client accounts
Subtotal Price (Excluding sales tax)		\$1,240.00

Qty	Model #	Description
(1)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$850.00

Qty	Model #	Description
(1)	VS-TRNG	Vigilant End User Training for LPR Systems <ul style="list-style-type: none"> • End user training for Vigilant products <ul style="list-style-type: none"> o Covers all client purchased applications o Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
Subtotal Price (Excluding sales tax)		\$1,200.00

Qty	Model #	Description
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$1,500.00

LEARN / Camera License Keys (Basic-Standard):

Qty	Model #	Description
(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> o Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> o Automated CarDetector software update management o Plate searching, mapping, data mining utilities o Stakeout, Associate Analysis and Locate Analysis o Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> o Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Model #	Description : Camera License Key (CLK)
(1)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> o Includes access to all LEARN and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		Mobile 3 cam \$1,500, 4 cam \$2,000 / Fixed \$500 per year

Qty	Model #	Description : Camera License Key (CLK)
(1)	VSPK1SVC-01	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Optional Service Package Benefits <ul style="list-style-type: none"> o Extended access to Vigilant 'Private Data' via CarDetector Mobile Hit Hunter o Unlimited access to Vigilant's Mobile Companion LPR application for Smartphones • Priced per camera per year for up to 14 total camera units • Requires Basic Service Package
Subtotal Price (Excluding sales tax)		Mobile 3 cam \$675, 4 cam \$900

Qty	Model #	Description
(1)	VSBSCSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> o Includes access to all LEARN and CarDetector software updates • Priced per camera per year for 15-30 total camera units • Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		Mobile 3 cam \$1,275, 4 cam \$1,700 / Fixed \$425 per year

Qty	Model #	Description
(1)	VSPK1SVC-02	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Optional Service Package Benefits <ul style="list-style-type: none"> o Extended access to Vigilant 'Private Data' via CarDetector Mobile Hit Hunter o Unlimited access to Vigilant's Mobile Companion LPR application for Smartphones • Priced per camera per year for 15-30 total camera units • Requires Basic Service Package
Subtotal Price (Excluding sales tax)		Mobile 3 cam \$570, 4 cam \$760

Qty	Model #	Description
(1)	VSBSCSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN and CarDetector software updates Priced per camera per year for 31-60 total camera units Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		Mobile 3 cam \$1,125, 4 cam \$1,500 / Fixed \$375 per year

Qty	Model #	Description
(1)	VSPK1SVC-03	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Optional Service Package Benefits <ul style="list-style-type: none"> Extended access to Vigilant 'Private Data' via CarDetector Mobile Hit Hunter Unlimited access to Vigilant's Mobile Companion LPR application for Smartphones Priced per camera per year for 31-60 total camera units Requires Basic Service Package
Subtotal Price (Excluding sales tax)		Mobile 3 cam \$495, 4 cam \$660

Qty	Model #	Description
(1)	VSBSCSVC-04	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN and CarDetector software updates Priced per camera per year for over 60 total camera units Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		Mobile 3 cam \$750, 4 cam \$1,000 / Fixed \$250 per year

Qty	Model #	Description
(1)	VSPK1SVC-04	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Optional Service Package Benefits <ul style="list-style-type: none"> Extended access to Vigilant 'Private Data' via CarDetector Mobile Hit Hunter Unlimited access to Vigilant's Mobile Companion LPR application for Smartphones Priced per camera per year for over 60 total camera units <ul style="list-style-type: none"> Requires Basic Service Package
Subtotal Price (Excluding sales tax)		Mobile 3 cam \$345, 4 cam \$460

Extended Hardware Warranty:

Qty	Model #	Description
(1)	CDMS32HWW	3-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 & 3 <ul style="list-style-type: none"> Full mobile LPR hardware component replacement warranty Applies to 3-Camera hardware system kit Valid for 2 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$3,000.00

Qty	Model #	Description
(1)	CDMS33HWW	3-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 4 <ul style="list-style-type: none"> Full mobile LPR hardware component replacement warranty Applies to 3-Camera hardware system kit Valid for 3 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$4,500.00

Qty	Model #	Description
(1)	CDMS34HWW	3-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5 <ul style="list-style-type: none"> • Full mobile LPR hardware component replacement warranty • Applies to 3-Camera hardware system kit • Valid for 4 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$6,000.00

Qty	Model #	Description
(1)	CDMS42HWW	4-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 & 3 <ul style="list-style-type: none"> • Full mobile LPR hardware component replacement warranty • Applies to 4-Camera hardware system kit • Valid for 2 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$4,000.00

Qty	Model #	Description
(1)	CDMS43HWW	4-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 4 <ul style="list-style-type: none"> • Full mobile LPR hardware component replacement warranty • Applies to 4-Camera hardware system kit • Valid for 3 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$6,000.00

Qty	Model #	Description
(1)	CDMS44HWW	4-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5 <ul style="list-style-type: none"> • Full mobile LPR hardware component replacement warranty • Applies to 4-Camera hardware system kit • Valid for 4 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$8,000.00

Accessories (Brackets, Communication Box, Covert Toolbox, Connectors)

Qty	Model #	Description
(1)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set <ul style="list-style-type: none"> • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen, Code3, TOMAR, Federal Signal, Argent S2 Light Bars • Mounts up to four (4) LPR cameras
Subtotal Price (Excluding sales tax)		\$1,095.00

Qty	Model #	Description
(1)	VS-FX-UNI-POLE-WALL-BRKT	Fixed LPR Camera Bracket <ul style="list-style-type: none"> • Pole or Wall Mount
Subtotal Price (Excluding sales tax)		\$349.00

Qty	Model #	Description
(1)	VS-TLBX-01	Vigilant Tactical Covert LPR Toolbox <ul style="list-style-type: none"> • 16 gauge Truck toolbox <ul style="list-style-type: none"> o With stainless steel mounting and locking hardware o Eight (8) different pre-positioned mounting points for easy and accurate capture. • For use on 1/2 and 3/4 ton pickups • For use with Reaper Mobile LPR Systems <ul style="list-style-type: none"> o Up to four (4) cameras per toolbox • Camera Systems purchased separately • Customer to supply laptop with cellular connectivity
Subtotal Price (Excluding sales tax)		\$11,000.00

Qty	Model #	Description
(1)	CAT6A M12 X-CODED FIELD PLUG	CAT6A M12 Connector <ul style="list-style-type: none"> • Required for extending Reaper camera cable length • Used in conjunction with RJ45 Field Plug - Sold Separately • Additional CAT6 cable not included
Subtotal Price (Excluding sales tax)		\$75.00

Qty	Model #	Description
(1)	VS-LBB-01-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Single Bracket <ul style="list-style-type: none"> • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen/Code3 Light Bars • Mounts up to two (2) LPR cameras on one side of vehicle
Subtotal Price (Excluding sales tax)		\$550.00

Qty	Model #	Description
(1)	BCAC1F1	Four Camera Reaper Communications Box with WiFi router <ul style="list-style-type: none"> • Complete communications and power management solution for up to four (4) Reaper fixed cameras • Enclosed in a vented NEMA 3R enclosure with fan for cooling • Includes power management and voltage protection for all components, as well as a router for communications between the cameras and the agency's LEARN account • Integrated GPS with integrated NTP server for accurate time stamps on all detections
Subtotal Price (Excluding sales tax)		\$3,800.00

Notes:

1. All prices are quoted in USD and will remain firm and in effect per the MPA agreement Terms and Conditions.
2. Above pricing excludes sales tax.
3. Services, training, licensing, additional warranty, installation etc. may be required where not specified above.
4. Access to LEARN is only allowed by SWORN direct personnel with an agency ORI or any crime analyst and civilian that is directly employed with such agency with a need to access LPR data.

EXHIBIT D

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is by and between the County of Los Angeles ("County") and Vigilant Solutions LLC ("Contractor") and made pursuant to the Software License Agreement Dated _____, 20__ (the "Agreement") between County and Contractor. Except as otherwise noted in this Certificate of Acceptance, the capitalized terms used herein shall have the same meanings ascribed to them as in the Agreement.

By signing below, County hereby acknowledges that the applicable deliverable meets the Acceptance Criteria (as defined in the body of the Agreement) and that County accepts such deliverable as of _____, 20__ (hereinafter "Acceptance").

Title of Contractor Deliverable: _____

Contractor Part Number: _____

_____ COUNTY ACCEPTS THE DELIVERABLE

_____ COUNTY REJECTS THE DELIVERABLE

In witness whereof, County and Contractor acknowledge Acceptance of the Applicable Deliverable by their signatures below.

COUNTY OF LOS ANGELES

Authorized Signature

Print Name

Print Title

Date

Authorized Signature

Print Name

Print Title

Date

EXHIBITS E – J

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PARTICIPATING ENTITIES

PARTICIPATING PUBLIC AGENCIES

COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES, INCLUDING BUT NOT LIMITED TO: STATES, COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES ("PARTICIPATING PUBLIC AGENCIES") MAY PURCHASE PRODUCTS OR SERVICES DEFINED IN SECTION 2 OF EXHIBIT C, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.

THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER.

PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.

THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.

THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY.

CONTRACTOR 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 VIGILANT SOLUTIONS LLC Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____

DATE: 6/28/2016

PRINTED NAME: STEVEN C. CINTRON

POSITION: CFO

CONTRACTOR'S EEO CERTIFICATION


VIGILANT SOLUTIONS LLC
 Contractor Name
2021 LAS POSITAS CT., STE. 101, LIVERMORE, CA 94551
 Address
81-0660957
 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

STEVEN C. CINTRON, CFO
 Authorized Official's Printed Name and Title

 Authorized Official's Signature
6/28/16
 Date

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Page 2 of 3

- 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

Page 3 of 3

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.

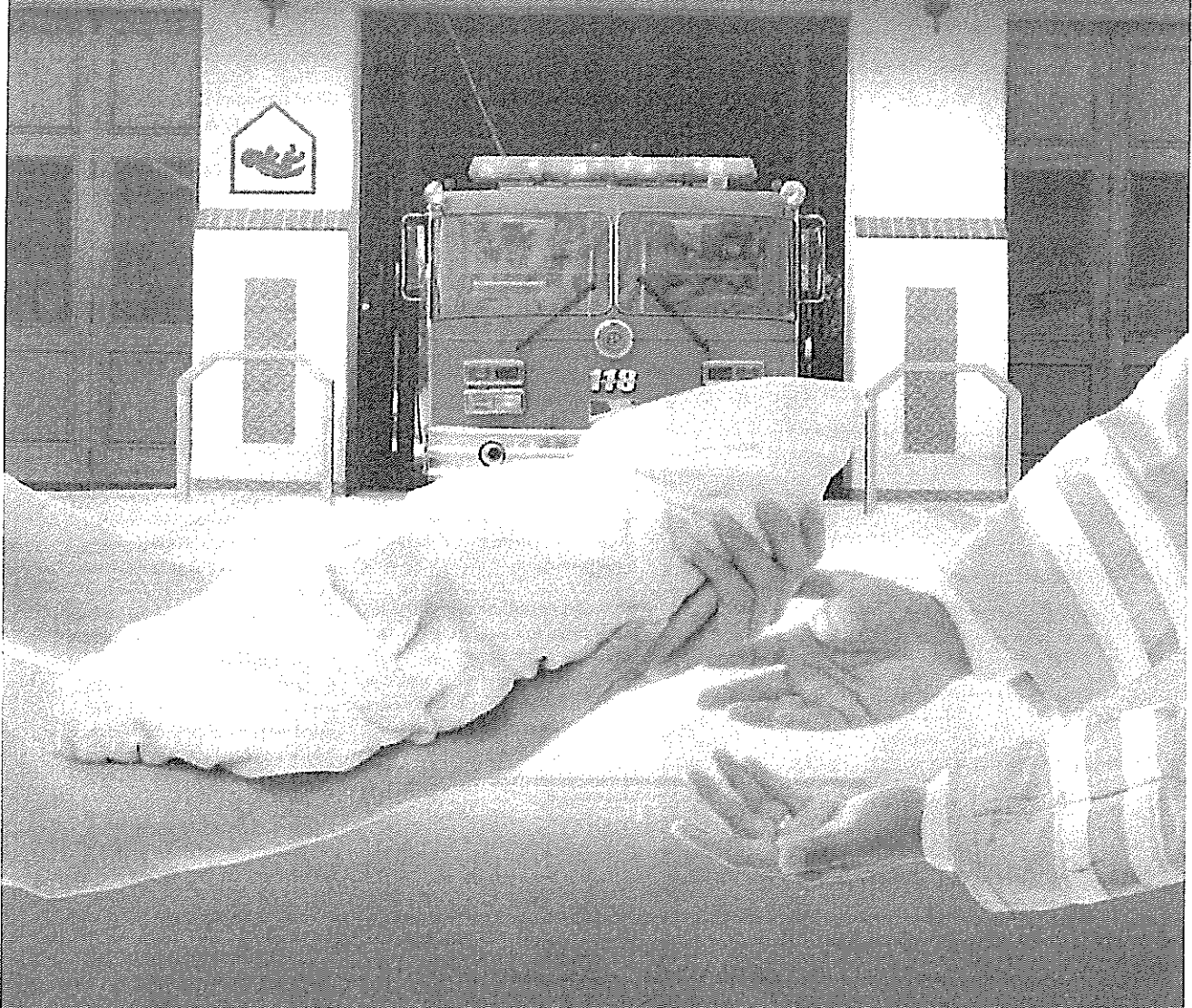
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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.babysafea.org



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?

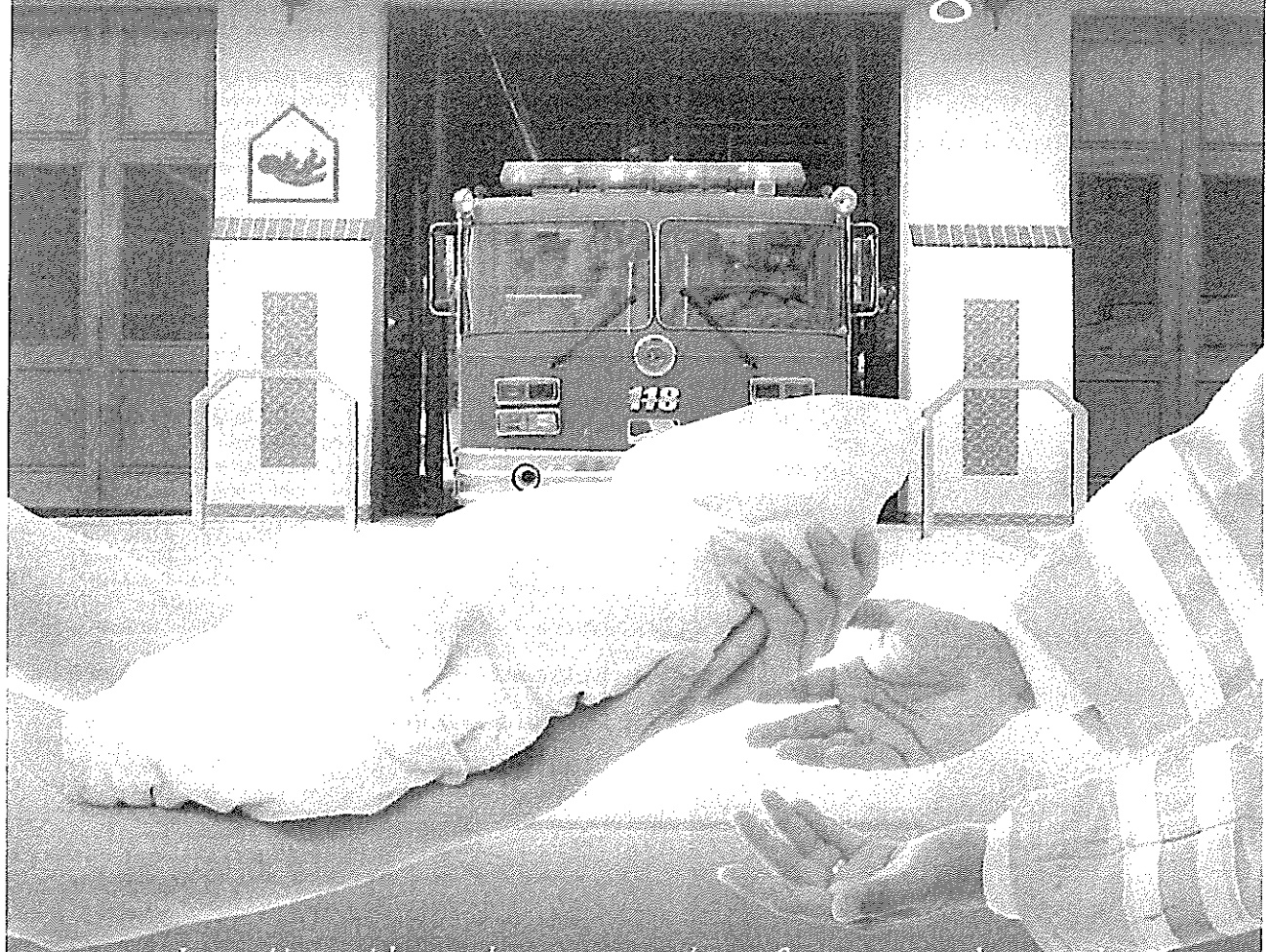
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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 Angeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafe-la.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.babysafeia.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, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

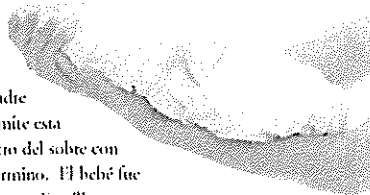
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto servirá 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.



INFORMATION SECURITY REQUIREMENTS

This Exhibit K sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement and any Business Associate Agreement between the parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit K (Information Security Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit K, capitalized terms shall have the meanings set forth in the Agreement.

1. SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit K, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) will be managed by a Mobile Device Management system. All workstations/PC's will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Agreement or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and

- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, County or its third party designee may annually, or more frequently as agreed in writing by the parties,

request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
 - i. **Personally Identifiable Information.** In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such

Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Agreement, and in particular the Confidentiality provisions of the Agreement, during the term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

