

The Public Library recommends that the Board approve the award of a sole source Consulting Services Agreement to Information Partners for technical consulting services including project planning, system design, developing business, technical and contract requirements, negotiation of an agreement with the ILS vendor, assisting in the acquisition and implementation of the ILS, and managing the overall project. Information Partners is one of the nation's leading consulting firms in the library automation field that specializes in assisting public and academic libraries with the implementation of library systems.

In previous engagements, Information Partners has conducted management reviews of the Public Library's Technical Services and Collection Development operations which have provided significant benefit to our operations and increased our efficiency. During the course of these projects, Information Partners gained an in-depth knowledge of Public Library policies, procedures and operations, which will facilitate and expedite the system migration process to ILS by at least a year.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of service excellence and organizational effectiveness. The implementation of the new Integrated Library System that is facilitated by this Agreement will enable the County Library to provide enhanced online services to our customers and will increase the efficiency and effectiveness of our acquisitions and collection development processes.

FISCAL IMPACT/FINANCING

We anticipate that the scope of services provided over the term of this Agreement shall not exceed \$765,450 which includes a five percent (5%) allowance for unanticipated services on an as-needed basis. This Agreement also includes an allowance for travel expense reimbursement for the consultant's staff not to exceed the amounts authorized for County employees during the term of the Agreement.

The cost for this Agreement will be paid from existing funds included in the Public Library's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the recommended Agreement shall not exceed three (3) years commencing upon the date of execution of the Agreement by County and Information Partners.

The consultant agrees to notify and assist its employees with the Federal Earned Income Tax Credit applications process; is required and has agreed to consider qualified GAIN/GROW participants for employment openings; and to comply with the Jury Duty Ordinance, the Safely Surrendered Baby Law and the County's Child Support Compliance Program.

The Library has determined that the Living Wage program (County Code Chapter 2.201) does not apply to the proposed Agreement. Upon final analysis and consideration of award, Information Partners was selected without regard to race, gender, color or creed.

The Agreement includes all currently required provisions and will be properly executed by the consultant. County Counsel has reviewed and approved this Agreement as to form.

Replacement of the County Library's current system with an upgraded Integrated Library System is the Public Library's highest priority information technology project and has been a critical need for several years. Funding for this project has been provided in the Public Library's FY 2005-2006 budget. This project is listed in the Public Library's FY 2005-06 and FY 2006-07 Business Automation Plans.

The Chief Information Office has interviewed the consultant, reviewed the Statement of Work and concurs with the use of Information Partners to support the Public Library's ILS project.

CONTRACTING PROCESS

On March 6, 2006, the Public Library notified the Board of our intent to negotiate this sole source Agreement. We have negotiated the technical terms and conditions of the Agreement with Information Partners based on a defined scope of work, while Information Partners agreed to all County required provisions. The fees contained in the agreement for the services provided are competitive and consistent with charges under the County's previous agreements with Information Partners for other services.

An award to a different consultant would create a significant delay in the implementation of the upgraded Integrated Library System. An alternate consultant would require a considerable amount of analysis time to replicate the recommended consultant's knowledge of the Public Library's internal business processes that are critical to the successful implementation of the upgraded Integrated Library System. In addition, use of an alternate consultant would also be cost prohibitive since the Public Library would incur additional costs for an alternate consultant to conduct the pre-analysis work that would be required prior to commencing the ILS implementation project. We believe that award of the Consulting Services Agreement to Information Partners provides the lowest risk to the County and the highest assurance of success for the acquisition and implementation of the upgraded Integrated Library System.

IMPACT ON CURRENT SERVICES

Library customers will benefit greatly from the upgraded Integrated Library System with its improved online catalog, Web portal and greater access to online services. The Public Library's internal operations will also benefit through increased efficiency and effectiveness in its acquisitions and collection development processes, and access to management information. Approval of this Consulting Services Agreement will significantly enhance the Public Library's ability to manage the complex acquisition and implementation of the upgraded Integrated Library System.

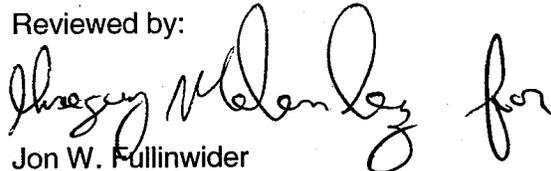
The Honorable Board of Supervisors
May 9, 2006
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Please return two fully conformed copies of the adopted Board Letter and Agreement to the Public Library, plus one copy to County Counsel, and one copy to the Chief Information Office.

Respectfully submitted,


Margaret Donnellan Todd
County Librarian

Reviewed by:


Jon W. Fullinwider
Chief Information Officer

MDT:JWF:FH:jm

Attachments

c: Chief Administrative Officer
County Counsel
Chief Information Office

CIO ANALYSIS

**APPROVAL OF PUBLIC LIBRARY WITH INFORMATION PARTERS, INC. FOR
CONSULTING SERVICES
(ALL SUPERVISOR DISTRICTS)
(3 VOTES)**

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

Contract Type:

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

New/Revised Contract Term: **Base Term:** 3 **Years** **# of Option Yrs** 0

Contract Components:

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

Project Executive Sponsor: Margaret Donnellan Todd, County Librarian

Budget Information :

Y-T-D Contract Expenditures	\$
Requested Contract Amount	\$765,450
Aggregate Contract Amount	\$765,450

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? No technology is provided under this agreement.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? Future acquisition will comply with County I/T Standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This sole source agreement engages the services of Information Partners, Inc. (Information Partners) to work with the Public Library to acquire and implement a replacement Integrated Library System (ILS). The Public Library is recommending that your Board delegate authority to the County Librarian to execute the consulting agreement with Information Partners for a term of 3 years commencing upon the date of execution of the Agreement by County and Information Partners, with a total maximum County obligation of \$765,450.

Background:

The Public Library is planning to replace its existing legacy library system, which was installed in 1988 and has reached the end of its useful life, with an upgraded Integrated Library System (ILS). The current system is the Public Library's core system that supports a number of essential business functions including the Library's catalog, access to online resources, checkout/check-in of library materials to customers, customer service management, acquisition and fund accounting for library materials orders, notice production and request processing. In order to ensure a successful project, the Public Library requires the services of Information Partners, a consultant specializing in library automation, to assist the Public Library with the complex migration to the upgraded ILS.

Under the proposed amendment, if authorized by your Board, Information Partners would provide consulting services in the following areas:

- Project Organization and Planning
- Project Management and Risk Mitigation
- Requirements and Workflow Analysis
- Process Redesign
- Finalization of System Requirements
- Contract Negotiations
- Implementation Planning
- Implementation of System Solution
- Management Status Reporting
- Post Implementation Review

Project Justification/Benefits:

The County Library has utilized Information Partners for previous engagements in which they were required to conduct reviews of the Department's Technical Services and Collection Development operations. The knowledge gained by Information Partners during these engagements and their expertise from having assisted with implementation of library systems in other public libraries will ensure the successful implementation of the replacement ILS.

Project Metrics:

The proposed Agreement has defined tasks and deliverables and the payments are capped as a not-to exceed amount for County accepted milestone deliverables. This ensures that the County will receive a usable product at each of the milestone deliverables.

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

There is no immediate impact on service delivery or operations. However, this agreement and consulting engagement is represented to be tightly tied to the County Library's ability to successfully implement a replacement ILS, which will enable service and operational improvements.

Alternatives Considered:

The Department considered trying to address the tasks of requirements identification and solicitation development with existing resources. They concluded that they have an inadequate number of staff with the knowledge and experience to complete this work. Utilizing a knowledgeable consultant was deemed to be the most cost and operationally effective approach to acquiring an ILS.

Project Risks:

The project risks relate to the Department's commitment to facilitate Information Partner's work.

Risk Mitigation Measures:

The risks described above are mitigated through the structured project management process that is documented within the Agreement. Additionally, the project costs are capped by the not-to-exceed limits on County accepted milestone deliverables.

This project will be placed in the Information Technology Tracking System and can be monitored against its milestone deliverables.

Financial Analysis:

The contract maximum for this consulting agreement is \$765,450 to be expended over the three year term of the Agreement. This includes a five percent contingency for unanticipated services on an as-needed basis. This agreement also includes an allowance for travel expense reimbursement for the consultant's staff not to exceed the amounts authorized for County employees during the term of the Agreement. Funding for this project has been provided in the Public Library's FY 2005-2006 budget.

CIO Concerns:

None.

CIO Recommendations:

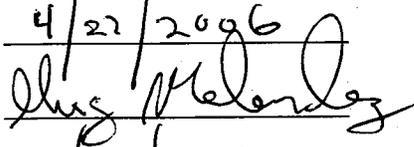
We recommend your Board's approval of the proposed agreement.

CIO APPROVAL

Date Received: 04/25/2006

Prepared by: Greg Melendez

Date: 4/27/2006

Approved: 

Date: 4/27/2006

CONSULTANT SERVICES AGREEMENT

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- A. STATEMENT OF WORK
- B. PAYMENT SCHEDULE
- C. CONTRACTOR'S EEO CERTIFICATION
- D. CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- E. JURY SERVICE PROGRAM CERTIFICATION
- F. COUNTY TRAVEL EXPENSE REIMBURSEMENT RATES

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT for the provision of consultant services is made and entered into this _____ day of _____, _____, by and between the County of Los Angeles on behalf of Public Library (hereafter "County") and Information Partners, Inc., a _____ corporation (hereafter "Contractor").

RECITALS

WHEREAS, the County has a need for, and desires to, replace its legacy library system that was installed in 1988 and has reached its useful life with a new Integrated Library System (ILS); and

WHEREAS, Contractor possesses specialized skills, training and experience in providing consulting services related to system implementation; and

WHEREAS, County desires to engage Contractor for consulting services related to ILS implementation; and

WHEREAS, Contractor is willing to provide such consulting services for and in consideration of the payment provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for such consulting services, including those contemplated herein.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E and F are attached to and form a part of this Agreement. Any reference throughout the base document and each of its Exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base document with all Exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document, and then to the Exhibits according to the following descending priority:

1. Exhibit A Statement of Work
2. Exhibit B Payment Schedule
3. Exhibit C Contractor's EEO Certification
4. Exhibit D Contractor Employee Acknowledgment and Confidentiality Agreement
5. Exhibit E Jury Service Program Certification
6. Exhibit F County Travel Expense Reimbursement Rates

2. ENTIRE AGREEMENT:

The body of this Agreement, and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

3. DEFINITIONS:

The terms and phrases in this Paragraph 3 in quotes and with initial letter capitalized, where applicable, shall have the meanings set forth below when used in this Agreement, throughout and hereafter.

Board of Supervisors

As used herein, the term "Board of Supervisors" shall mean County's Board of Supervisors.

Contractor

As used herein, the term "Contractor" shall mean Information Partners, Inc.

Contractor's Project Manager

As used herein, the term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 4.2 (Contractor's Project Manager).

County

As used herein, the term "County" shall mean the County of Los Angeles.

County's Project Manager

As used herein, the term "County's Project Manager" shall have the meaning set forth in Paragraph 4.1 (County's Project Manager).

Effective Date

As used herein, the term "Effective Date" shall mean execution of this Agreement by County and Contractor.

Fiscal Year

As used herein, the term "Fiscal Year" shall mean County's Fiscal Year which commences on July 1 and ends the following June 30.

Integrated Library System; ILS

As used herein, the terms "Integrated Library System" and "ILS" shall mean the library system to be implemented with Contractor's help at County's Public Library.

Librarian

As used herein, the term "Librarian" shall mean the Librarian of the County of Los Angeles.

Payment Schedule

As used herein, the term "Payment Schedule" shall mean Exhibit B (Payment Schedule).

Statement of Work

As used herein, the term "Statement of Work" shall mean Exhibit A (Statement of Work).

System Agreement

As used herein, the term "System Agreement" shall mean the agreement for ILS implementation.

Vendor

As used herein, the term "Vendor" shall mean the provider of ILS.

4. ADMINISTRATION OF AGREEMENT:

4.1 County's Project Manager

County's Project Manager for this Agreement shall be the County person who will monitor and evaluate Contractor's performance in the daily operation of the Agreement and provide direction to Contractor in the areas relating to policy, procedures and other matters within the purview of this Agreement. All work performed under this Agreement shall at a minimum be subject to the approval of the County's Project Manager or his/her designee. County's Project Manager for this Agreement shall be the following person:

Fred Hungerford, Assistant Director
County of Los Angeles Public Library
Phone: (562) 940-8412
Fax: (562) 803-3032
Email: fredh@gw.colapl.org

4.2 Contractor's Project Manager

Contractor's Project Manager for this Agreement shall be the person responsible for Contractor's performance of all services under, and ensuring Contractor's compliance with, this Agreement and

for reporting to County in the manner set forth in the Statement of Work. Contractor's Project Manager for this Agreement shall be the following Person:

Diane Mayo
Information Partners, Inc.
Phone: 216-397-9875
Fax: 216-932-4980
Email: infopartner@earthlink.net

4.3 Approval of Contractor's Staff:

4.3.1 County's Project Manager may require replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's Project Manager. Such replacement shall be mutually agreed to between County and Contractor. Contractor shall provide County with a resume of each such proposed initial staff member and proposed substitute and an opportunity to interview such person prior to his/her performance of any work hereunder.

4.3.2 In addition, Contractor represents and warrants that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

4.3.3 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff 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 to discharge its responsibilities hereunder in a timely and efficient manner.

4.3.4 In the event Contractor should ever need to remove any staff 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.

4.4 Meetings

All meetings between County and Contractor shall be held at mutually agreed upon locations in Los Angeles County or via telephone conference as mutually agreed and approved by County's Project Manager, as further provided in the Statement of Work.

5. SERVICES PROVIDED:

Contractor shall provide services to County as set forth in the Statement of Work, which is attached hereto and incorporated by reference. The services are marked as "optional" in such Statement of Work" shall be provided by Contractor only upon Notice to Proceed issued by County's Project Manager. Contractor shall provide all services under this Agreement in a

professional and workmanlike manner and consistent with generally accepted industry standards, as further provided herein.

6. APPROVAL OF WORK:

All tasks, subtasks, deliverables, goods, services and other work provided by Contractor under this Agreement must have the written approval of County's Project Manager, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

7. TERM:

The term of this Agreement shall commence upon the Effective Date and shall expire three (3) years thereafter or until Contractor has completed the work under Exhibit A (Statement of Work) required by County, which ever occurs first, unless sooner terminated in whole or in part as provided in this Agreement, including County's right to terminate for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor, improper consideration given/offered to County with respect to the award of the Agreement and breach of warranty to maintain compliance with County's Child Support Compliance Program.

8. MAXIMUM COMPENSATION AND PAYMENTS:

8.1 The Maximum Compensation for the term of this Agreement shall be \$765,450.00, which shall include all required and optional services and any contingency amounts, unless an amendment is executed by the parties in accordance with Paragraph 9 (Changes Notices and Amendments).

8.2 Payment to Contractor shall be made in arrears at the rates specified in Agreement Exhibit B (Payment Schedule), provided that Contractor is not in material default under any provision of this Agreement, as determined by County in its sole discretion, and has submitted a complete and accurate statement of payment due with documentation and deliverables attached supporting the statement of payment due. Contractor's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of Contractor.

8.3 Consultant shall submit to County's Project Manager its invoices, with documentation supporting the invoiced amounts, and the required deliverables.

8.4 Upon approval of the required deliverables, County's Project Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by this Agreement, and authorize payment of an accurate invoice as soon as possible after receipt of Contractor's billing. County will make a reasonable effort to effect payment within thirty (30) days following receipt of an invoice which is accurate as to form and content.

8.5 No Payment for Services Provided Following Expiration/Termination of Agreement: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and

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

9. CHANGE NOTICES AND AMENDMENTS:

County reserves the right to change, through negotiation, any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a Change Notice shall be prepared and signed by County's Project Manager and Contractor's Project Manager.
2. For any revision which materially affects the scope of work, price, or any term or condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by Contractor and the Librarian or his/her designee.
3. For any change affecting Contractor's project personnel, Contractor shall submit written notification and request to effect the change to the County's Project Manager, who, in his/her sole discretion, may accept or reject Contractor's written notification and request.

Notwithstanding anything to the contrary in this Paragraph 9, the Librarian, or his/her designee, may make changes to the scope of work or the payment obligations to Contractor via Change Notice, provided that such changes do not increase the Maximum Compensation under this Agreement.

10. CAPTIONS AND PARAGRAPH HEADINGS:

Captions and paragraph headings used throughout this Agreement, including all Exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

11. INDEMNIFICATION AND INSURANCE:

11.1 Indemnification:

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement. Contractor's obligations shall survive the expiration or termination of this Agreement.

11.2 General Insurance Requirements:

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

- 1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Fred Hungerford, Assistant Director, County of Los Angeles Public Library, 7400 East Imperial Highway, Downey, California 90242*, prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - (a) Specifically identify this Agreement.
 - (b) Clearly evidence all coverages required in this Agreement.
 - (c) 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.
 - (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - (e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- 3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- 4) Notification of Incidents, Claims or Suits: Contractor shall report to County:
 - (a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing

- within 24 hours of occurrence.
 - (b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
 - (c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
 - (d) 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.
- 5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - (a) Contractor providing evidence of insurance covering the activities of sub-contractors, or
 - (b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

11.3 Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars	(\$2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars	(\$1,000,000)
Personal and Advertising Injury:	One Million Dollars	(\$1,000,000)
Each Occurrence:	One Million Dollars	(\$1,000,000)
- 2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for any "auto".
- 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. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	(\$1,000,000)
Disease – policy limit:	One Million Dollars	(\$1,000,000)
Disease – each employee:	One Million Dollars	(\$1,000,000)

12. TERMINATION FOR DEFAULT:

12.1 County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

- (1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
- (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

12.2 In the event that County terminates this Agreement as provided in Paragraph 12.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

12.3 If, after County has given notice of termination under the provisions of this Paragraph 12, 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 Paragraph 13 (Termination for Convenience).

12.4 The rights and remedies of County provided in this Paragraph 12 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. TERMINATION FOR CONVENIENCE:

13.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, 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 ten (10) working days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 12 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

13.2 After receipt of a notice of termination, and except as otherwise directed by County:

1. Immediately stop services under this Agreement on the date and to the extent specified in such notice; and
 2. Contractor shall, within ten (10) working days of such termination, deliver to County any and all work completed or in progress, including all data, reports, deliverables and County's confidential information and the County Materials (as defined in Paragraph 17 (Proprietary Rights)) that relate to that portion of the Agreement and work terminated by County; and
 3. Contractor shall complete performance of such part of the work as shall not have been terminated by such notice.
- 13.3 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 thirty (30) days from the effective date of termination.
- 13.4 In the event it is determined by County that Contractor has been overcompensated, County shall notify Contractor of the overcompensation, and Contractor shall provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due to County.
14. TERMINATION FOR IMPROPER CONSIDERATION:
- 14.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to 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 the Contractor.
- 14.2 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 the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 14.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
15. TERMINATION FOR NON-APPROPRIATION OF FUNDS:
- 15.1 County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature

does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.

15.2 County shall make a good faith effort to notify Contractor, in writing, of such non-appropriation at the earliest time.

16. TERMINATION FOR INSOLVENCY:

16.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County; or
- (2) The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days; or
- (3) The appointment of a receiver or trustee for Contractor; or
- (4) The execution by Contractor of an assignment for the benefit of creditors.

16.2 The rights and remedies of County provided in this Paragraph 16 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

17. PROPRIETARY RIGHTS

17.1 Contractor and County agree that all materials, data and other information of any kind obtained from County personnel, and all materials, data, reports and other information of any kind developed by County or Contractor pursuant to and for delivery to County under this Agreement ("County Materials") are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 17 shall survive the expiration or other termination of this Agreement.

17.2 Notwithstanding the foregoing or anything to the contrary contained elsewhere herein, Contractor reserves all rights in and to any materials, products, reports, computer programs (source and object code), deliverables, inventions, tools, software, documentation utilities and standards developed by Contractor or a third party prior to or independent of any services and utilized to provide the services (collectively, the "Pre-existing Materials"). County Materials shall not include any Pre-existing Materials and such Pre-existing Materials shall remain the exclusive property of Consultant or a third party at all times, including any copyright, patent or other intellectual property right therein. In the event (and to the extent) that the services or the County Materials contain any Pre-existing Materials or other items or elements which may be proprietary to Contractor or a third party, Contractor grants County a perpetual, non-exclusive, non-transferable license to use such Pre-Existing Materials for County's internal purposes. Either party may (a) perform similar services or independently develop works competitive with or similar to the County Materials developed by Contractor for County, and (b) make use of the know-how acquired, principles learned or experienced gained during the performance of the services.

18. CONFIDENTIALITY:

Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Any employees and subcontractors or sub-consultants of Contractor that will perform services under this Agreement will sign and adhere to the attached Contractor Employee Acknowledgment and Confidentiality Agreement, attached hereto as Exhibit D. The Confidentiality Agreement shall be filed in Contractor's personnel records for the employee and Contractor shall provide a copy to County upon request.

19. RECORDS AND AUDITS:

19.1 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 shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent legally permissible. All such material, including, but not limited to, all financial records, employment records including time cards to the extent legally permissible, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County electronically or otherwise 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. If any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location, provided that Contractor's liability for such County incurred costs shall be subject to the transportation, meals and lodging expenditure limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

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

19.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 19 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

20. WARRANTY AGAINST CONTINGENT FEES:

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 any 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. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. CONFLICT OF INTEREST:

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

21.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

22. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include

improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. DISCLOSURE OF INFORMATION:

- 23.1 Contractor 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 person or entity, except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County's Project Manager. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.
- 23.2 However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:
- (1) Contractor shall develop all publicity material in a professional manner.
 - (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, which consent shall not be unreasonably withheld.
 - (3) Contractor may, without the prior written consent of County, indicate in its proposals and sales that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 23 shall apply.
- 23.3 Notwithstanding any other provision of this Agreement, either party may disclose information about the other which (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

24. EMPLOYMENT ELIGIBILITY VERIFICATION:

- 24.1 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).
- 24.2 Contractor shall obtain from all employees performing under this Agreement, prior to commencing any work hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they

may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

- 24.3 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. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 24 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, County shall have the right to participate in any such defense, at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.
- 24.4 In the event Contractor fails to comply with the provisions of this Paragraph 24, County may, in its sole discretion, terminate this Agreement for default.

25. COUNTY AUDITS SETTLEMENTS:

If, at any time during or within five (5) years after the expiration or termination thereof, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall, at County's sole discretion, either be: (i) repaid by Contractor to County by cash payment upon demand; or (ii) at County's sole option, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid by County to Contractor, provided that in no event shall County's payments to Contractor exceed the Contract Sum identified in Paragraph 8 (Maximum Compensation and Payments).

26. FAIR LABOR STANDARDS:

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, and its Special Districts, officers, employees and agents (hereinafter in this Paragraph 26 "County"), from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

27. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

- 27.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
- 27.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on, County agreements for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.
- 27.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of an agreement with County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an agreement with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.
- 27.4 If there is evidence that Contractor may be subject to debarment, County's Project Manager, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 27.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.
- 27.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's 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.

- 27.7 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 27.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting Contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, 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.
- 27.9 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 County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 27.10 The terms and procedures of this Paragraph 27 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.

28. CHILD SUPPORT COMPLIANCE PROGRAM:

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

- (1) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- (2) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD 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).

28.2 Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program:

Failure of Contractor to maintain compliance with the requirements set forth under Paragraph 28.1 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 12 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

29. COUNTY LOBBYISTS:

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 the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor of any County's lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

30. INDEPENDENT STATUS OF CONTRACTOR:

This Agreement is between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. This Agreement constitutes the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

31. DELEGATION AND ASSIGNMENT:

31.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, which consent shall not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 31, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties pursuant to Paragraph 9 (Change Notices and Amendments). Any payments by County to any approved delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be deductible, at County's sole discretion, against the claims which Contractor may have against County, whether under this Agreement or otherwise.

31.2 Shareholders, partners, members and/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 this Agreement, approval thereof by County shall be required, such disposition is an assignment requiring the prior written approval of County in accordance with applicable provisions of this Agreement.

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

32. SUBCONTRACTING:

32.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Paragraph 32. Any attempt by Contractor to subcontract any performance under this Agreement without the prior written consent of County shall be null and void and may be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.

32.2 If Contractor desires to subcontract any portion of its performance under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:

- (1) The reason(s) for the particular subcontract;
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
- (3) A detailed description of the work to be performed by the proposed subcontractor;
- (4) Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
- (5) A draft copy of the proposed subcontract agreement, which shall, at a minimum:
 - (a) include representations and warranties by subcontractor that subcontractor (i) is qualified to perform the work for which subcontractor has been hired; (ii) maintains all programs of insurance required by Paragraph 11.3 (Insurance Coverage Requirements) above, and (iii) is solely liable and responsible for any and all of its taxes, payments and compensation, including compensation to its employees;
 - (b) provide for indemnification by subcontractor of County and Contractor; and

- (c) agrees to adhere to the confidentiality and non-disclosure provisions under this Agreement;
 - (6) Unless otherwise determined unnecessary by County, copies of Certificates of Insurance from the proposed subcontractor which establish that the subcontractor maintains all required programs of insurance; and
 - (7) Other pertinent information and/or certifications requested by County.
- 32.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 32.4 Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees and agents (hereinafter in this Paragraph 32 "County") from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 32.5 Notwithstanding County's consent to any subcontracting, 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. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.
- 32.6 County's consent to any subcontracting shall not 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's right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and

other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.

- 32.7 Notwithstanding County's consent to any subcontracting, 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.
- 32.8 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the County's Project Manager, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
1. A fully executed copy of each subcontract entered into by Contractor; and
 2. Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required by Paragraph 11.3 (Insurance Coverage Requirements) above.

County's Project Manager is authorized to act for and on behalf of County with respect to approval of any subcontractor and subcontractor employees.

- 32.9 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 32 or a blanket consent to any further subcontracting.

33. 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 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.

34. COMPLIANCE WITH APPLICABLE LAWS:

- 34.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines and directives, 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 County rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.
- 34.2 Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents (hereafter in this Paragraph 34 "County"), 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 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 Paragraph 34.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by in writing by County, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

35. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the 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 in the agrees and consents that venue of any action brought hereunder shall be exclusively County of Los Angeles, California. As with respect to 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.

36. STAFF PERFORMANCE WHILE UNDER 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/her physical or mental performance.

37. PERFORMANCE UNDER EMERGENCY CONDITIONS:

37.1 Force Majeure:

In the event that performance by either party is rendered impossible (permanent or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, County shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

37.2 Contractor's Performance during Civil Unrest or Disaster:

Contractor and its subcontractors recognize 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 riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of the Agreement, full performance by Contractor and its subcontractors during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance

remains physically possible without endangering Contractor's or subcontractors' employees. Failure to comply with this requirement shall be considered a material breach by Contractor, for which County may immediately terminate this Agreement.

38. LIQUIDATED DAMAGES:

If Contractor fails to perform agreed upon services under this Agreement, or does not complete such services within the agreed upon time specified herein, County's Project Manager may at his/her discretion reduce Contractor's billing by up to ten percent (10%) of the total billing and/or suspend Contractor's assigning work for a period to be determined by County, provided that the delays were not caused by County.

39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

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

40. CONSIDERATION OF GAIN/GROW 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/GROW participants by job category to Contractor. Contractor shall contact the nearest GAIN/GROW office to obtain referrals. A list of GAIN/GROW offices may be obtained via the internet at: www.ladpss.org/dpss/gainservices/default.cfm.

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

41. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/ON RE-EMPLOYMENT LIST:

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

42. SAFELY SURRENDERED BABY LAW:

42.1 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 the 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.

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

43. NONDISCRIMINATION AND COMPLIANCE WITH CIVIL RIGHTS LAWS:

43.1 Contractor certifies and agrees 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, sexual orientation or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

43.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification (Exhibit C).

43.3 Contractor shall take affirmative action to 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.

43.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status, sexual orientation or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

43.5 Contractor certifies 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.

- 43.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 43 when so requested by County.
- 43.7 If County finds that any of the provisions of this Paragraph 43 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. 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.
- 43.8 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 terminating or suspending this Agreement, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 12 (Termination for Default).

44. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM:

44.1 Jury Service Program:

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

44.2 Written Employee Jury Services Policy:

- 44.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 44.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

44.2.2 For purposes of this Paragraph 44, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with 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 agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 44. The provisions of this Paragraph 44 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

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

44.2.4 Contractor's violation of this Paragraph 44 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

45. AUTHORIZATION WARRANTY:

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

46. USE OF RECYCLED-CONTENT PAPER PRODUCTS:

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

47. COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT

County retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

48. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE REQUESTS FOR PROPOSALS:

Contractor understands and agrees that neither Contractor nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of Contractor's services rendered pursuant to this Agreement, whether as a prime contractor or subcontractor, or as a consultant to any other prime consultant or subcontractor. Any such involvement by Contractor shall result in the rejection by County of the bid or proposal by the prime contractor in question.

49. VALIDITY AND SEVERABILITY:

49.1 Validity:

The invalidity, unenforceability or illegality 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.

49.2 Severability:

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

50. WAIVER:

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

51. NON-EXCLUSIVITY:

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

52. NOTICE OF DISPUTES:

Contractor shall bring to the attention of County's Project Manager and dispute between County and Contractor regarding the performance of services under this Agreement. If County's Project Manager is not able to resolve the dispute, the County Librarian, or his/her designee, shall resolve it.

53. NOTICE OF DELAYS:

Except 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 immediately, but no later than within five (5) working days, give to the other party notice thereof, with all relevant information with respect to such actual or potential delay.

54. NOTICES:

All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Librarian shall have the authority to execute all notices. Addresses and persons to be notified may be changed by either party by giving 10 days prior written notice thereof to the other party.

To Contractor: Information Partners, Inc.
11470 Euclid Avenue, No. 404
Cleveland, Ohio 44106-3926
Attention: Diane Mayo, Vice President

To County: County of Los Angeles Public Library
7400 East Imperial Highway
Downey, CA 90242
Attention: Fred Hungerford, Assistant Director

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IN WITNESS WHEREOF, County and Contractor by their authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES
PUBLIC LIBRARY

By _____ Date _____
MARGARET DONNELAN TODD
County Librarian

CONTRACTOR: Information Partners, Inc.

By Diane Mayo
Name Diane Mayo
Title Vice President

APPROVED AS TO FORM
County Counsel

RAYMOND G. FORTNER, JR.

By _____
VICTORIA MANSOURIAN
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
CONSULTANT SERVICES

OBJECTIVE

The County of Los Angeles (COUNTY), through its PUBLIC LIBRARY, requires consulting services to assist the COUNTY with the requirements documentation, acquisition, and implementation of a comprehensive Integrated Library System (ILS) to support a number of essential functions including checkout/check-in of library materials to customers, customer service management, acquisition and fund accounting for library materials orders, notice production, and request processing.

BACKGROUND

The PUBLIC LIBRARY will be replacing its legacy ILS that was installed in 1988, which has reached the end of its useful life. The ILS is the PUBLIC LIBRARY's core system that supports a number of essential functions including the checkout/check-in of library materials to customers, customer service management, acquisition and fund accounting for library materials orders, notice production, and request processing. In order to ensure a successful project, the PUBLIC LIBRARY requires the services of Information Partners, Inc. (CONSULTANT) to assist the Department with the complex migration to the new system. CONSULTANT will provide technical services for planning, designing, developing technical and contract requirements, implementing, and managing the overall project.

SCOPE

CONSULTANT shall be required to provide consulting services to PUBLIC LIBRARY in the following areas:

- Project Organization and Planning
- Project Management and Risk Mitigation
- Requirements and Workflow Analysis
- Process Redesign
- Finalization of System Requirements
- Contract Negotiations
- Implementation Planning
- Implementation of System Solution
- Management Status Reporting
- Post Implementation Review

PROJECT STAFFING AND RESPONSIBILITIES

CONSULTANT shall provide:

1. A Project Manager to act on behalf of the COUNTY, from project kick-off through ILS acceptance. CONSULTANT Project Manager shall, in coordination with PUBLIC LIBRARY Project Director, assemble, train and lead the Project Team to complete all Tasks and Deliverables in the ILS Project.
2. A Technical Consultant to evaluate the existing PUBLIC LIBRARY server room facility and plan for the facility's relocation to the COUNTY's Downey Data Center. Also, the Technical Consultant will be responsible for reviewing ILS network requirements and workstation configurations.

TASKS AND DELIVERABLES

CONSULTANT shall complete each Deliverable as specified, unless otherwise agreed upon by the COUNTY.

Task #1.0 – Develop and Present ILS Project Plan for System Contract Negotiations and Contract Preparation

CONSULTANT shall prepare an ILS Project work plan for ILS acquisition including a Work Breakdown Structure and Project Schedule for COUNTY review and approval. This work plan must include COUNTY and CONSULTANT tasks, subtasks, milestones, deliverables, baseline start and end dates, actual start and end dates, names and job title of personnel responsible for each step and dependencies to complete each of the items identified.

CONSULTANT shall prepare and submit for COUNTY review and approval an ILS project plan for ILS acquisition for all project activity from inception of this SOW through completion of Task and Deliverable #7.0. CONSULTANT shall submit initial ILS Project work plan for ILS acquisition within 10 days from date of execution of this SOW and update the plan as necessary. A current updated plan shall be submitted each month with a written status report described in Deliverable #2.0.

Deliverable #1.0 – ILS Project Plan for System Contract Negotiations and Contract Preparation

CONSULTANT shall deliver an initial ILS Project work plan for system acquisition and submit updated versions with each monthly written status report described in Deliverable #2.0.

Task #2.0 – Participate in Status Meetings and Develop and Present Status Reports

CONSULTANT shall prepare for COUNTY review and approval written monthly status reports for COUNTY Project Director using COUNTY's status report format.

CONSULTANT shall meet with COUNTY Project Director at mutually agreed upon intervals to discuss project status, milestone accomplishments, outstanding issues, planned resolutions, and coming week's activities.

Deliverable #2.0 – Status Meetings and Reports

CONSULTANT shall deliver monthly ILS Project status reports in a format acceptable to COUNTY. At a minimum it shall describe work planned for the reporting period that was completed, work planned for the reporting period that was not completed, work completed that was not planned for the reporting period, work planned for the next reporting period and a running total of expenditures to date.

CONSULTANT shall meet with COUNTY Project Director at mutually agreed upon intervals to discuss project status, milestone accomplishments, outstanding issues, planned resolutions, and upcoming activities. Invoices will be submitted monthly upon acceptance of the report.

Task #3.0 – Establish Project Organization and Governance Structure

CONSULTANT shall develop a project organization document for COUNTY approval, which establishes a formal project structure and governance to direct project resources to achieve project goals and objectives. The ILS project shall cross several PUBLIC LIBRARY functional lines and an effective project structure is required that clearly describes roles and responsibilities to facilitate execution of tasks and achieve project success. To complete the project organization document CONSULTANT shall conduct sessions with PUBLIC LIBRARY leadership, senior managers, stakeholders, and the designated project team to ensure a common understanding of project goals and expectations and to assign necessary resources and expertise. The project organization document shall at a minimum include:

- Project organization chart outlining proposed project organization and roles and responsibilities of all members; and
- Description of seven project functional and technical teams that will be required to effectively manage the project.

Deliverable #3.0 – Project Organization Document

CONSULTANT shall provide PUBLIC LIBRARY with a project organization document, which at a minimum addresses the requested elements.

Task #4.0 – Analyze and Document Business and Technical Requirements

CONSULTANT shall develop a business and technical requirements discussions document which will identify and document unique requirements of PUBLIC LIBRARY. This document will be used to assess the degree of fit between the COUNTY's functional and technical requirements and the functionality resident in the SirsiDynix Unicorn Library Management System, which is the latest version of PUBLIC LIBRARY's legacy ILS. SirsiDynix (VENDOR) is PUBLIC LIBRARY's preferred vendor for the acquisition and implementation of the ILS. This document will establish a baseline for discussions with SirsiDynix which are discussed in Task and Deliverable 5.0. To complete the business and technical requirements document the

CONSULTANT shall, at a minimum:

- Perform interviews with key library stakeholders;
- Review current business processes associated with the legacy application;
- Gain an understanding of current legacy system processing requirements by reviewing relevant materials (e.g., available statistics on collections and services, including circulation, reserves, inter-library loans); and
- Review other planning documents, network diagrams, and technical infrastructure and service data as available.

Deliverable #4.0 – Business and Technical Requirements Discussion Document

CONSULTANT shall provide PUBLIC LIBRARY with a business and technical requirements discussion document.

Task #5.0 – Participate in Vendor/Public Library Meetings

CONSULTANT shall participate in VENDOR/PUBLIC LIBRARY meetings that will be held to discuss PUBLIC LIBRARY's business and technical requirements, expected VENDOR relations and the VENDOR's development plans, both short-term and long-term support strategy, and willingness to partner with PUBLIC LIBRARY on implementation and enhancements to the ILS. CONSULTANT will advise PUBLIC LIBRARY of any strategies and concerns to facilitate these discussions and future VENDOR negotiations and will document the results of these meetings.

Deliverable #5.0 – Vendor/Public Library Meeting Documentation

CONSULTANT shall provide PUBLIC LIBRARY with documentation of the results from VENDOR/PUBLIC LIBRARY meetings and provide written strategies and concerns to facilitate vendor negotiations discussed in Task and Deliverable #7.0.

Task #6.0 – Document Public Library Custom Functional and Technical Requirements

Pending successful conclusion of VENDOR/PUBLIC LIBRARY meetings discussed in Task and Deliverable #5.0, CONSULTANT shall develop and present a requirements matrix suitable for inclusion in proposed COUNTY VENDOR Agreement. This requirements matrix shall document functional requirements (organized by functional area) and technical requirements that require customization work to address identified gaps between PUBLIC LIBRARY requirements and VENDOR's Unicorn Library Management System.

Deliverable #6.0 – Public Library Custom Functional and Technical Requirements

CONSULTANT shall provide PUBLIC LIBRARY with written requirements matrix suitable for inclusion in proposed COUNTY VENDOR Agreement, which identifies custom functional and technical requirements.

Task #7.0 – Support Vendor Negotiations and Vendor Agreement Preparation

CONSULTANT shall provide services to PUBLIC LIBRARY to support negotiations between the VENDOR and the COUNTY and proposed VENDOR Agreement preparation. These services shall include, but are not limited to:

- Attending meetings of VENDOR, PUBLIC LIBRARY, County Counsel, and any other entity designated by COUNTY.
- Assisting PUBLIC LIBRARY in preparation of SOW and terms and conditions to be included in proposed VENDOR agreement.
- Advising PUBLIC LIBRARY of any strategies and concerns to facilitate VENDOR negotiations.
- Proposing and drafting VENDOR Agreement provisions for submission to County Counsel, and PUBLIC LIBRARY.

Deliverable #7.0 – Vendor Agreement Preparation Documentation

CONSULTANT shall deliver to PUBLIC LIBRARY:

- Minutes of all VENDOR negotiation meetings.
- Provide written proposed provisions for inclusion in VENDOR Agreement.

Task #8.0 – Provide ILS Project Implementation Management

Under the direction of COUNTY Project Director, CONSULTANT shall provide project management services to all PUBLIC LIBRARY project team members responsible for system implementation. CONSULTANT shall work regularly with the VENDOR project manager to ensure VENDOR Agreement compliance, VENDOR Agreement commitments are met, and that the ILS project meets its objectives. CONSULTANT services shall not exceed 157 consulting days.

Subtask #8.1 – Provide Project Management Services and Oversight

Under direction of COUNTY Project Director, CONSULTANT shall provide oversight, guidance, and leadership to all PUBLIC LIBRARY project team members for system implementation.

Subtask #8.2 – Provide Scope, Deliverable, and Schedule Oversight

CONSULTANT shall work with the VENDOR project manager from ILS project inception to implementation in order to successfully manage ILS project scope and schedule, and ensure high quality deliverables. To complete this task, CONSULTANT shall, at a minimum work with VENDOR and PUBLIC LIBRARY, and the COUNTY'S Internal Services Department (ISD) to:

- Define ILS functional and technical specifications, which will be subject to COUNTY approval prior to ILS implementation;
- Define and establish ILS technical environments (i.e., installation and configuration of hardware and system software);
- Review and validate ILS network architecture requirements to ensure appropriate communication requirements;

- Define and implement ILS software configurations, application modifications, system interfaces, reports, and forms to support PUBLIC LIBRARY business requirements;
- Define and execute a data conversion strategy including documenting a detailed definition of the database conversion requirements, mapping data from the existing data structures to the new structures, identifying clean-up processing as needed, planning for required statistical capture in the operational environment;
- Review and evaluate converted data using acceptable conversion test scripts and test results reports to ensure accuracy;
- Planning and execution of ILS software testing, including integrated system testing, user acceptance testing, performance testing, and regression testing;
- Preparing and implementing a training strategy for COUNTY technical staff and end-users;
- Preparing technical support plan and procedures for staffing and implementing technical support; and
- Planning and executing production cut-over strategy.

Deliverable #8.0 – ILS Project Implementation Management

CONSULTANT shall deliver bi-monthly ILS Project status reports in a format acceptable to COUNTY. At a minimum it shall describe work planned for the reporting period that was completed, work planned for the reporting period that was not completed, work completed that was not planned for the reporting period, work planned for the next reporting period and a running total of expenditures to date. Invoices will be submitted monthly upon acceptance of the report.

CONSULTANT shall meet with COUNTY Project Director at mutually agreed upon intervals to discuss project status, milestone accomplishments, outstanding issues, planned resolutions, and upcoming activities.

Task #9.0 – Analyze and Document PUBLIC LIBRARY Server Room Facility Relocation to COUNTY’S Downey Data Center

CONSULTANT shall work with PUBLIC LIBRARY and the COUNTY’S ISD to ensure the successful relocation of PUBLIC LIBRARY’S Server Room to the COUNTY’S Downey Data Center (DATA CENTER).

Subtask #9.1 – Perform Server Room Relocation Assessment

CONSULTANT shall work with PUBLIC LIBRARY to validate equipment and application software inventories for moving all servers, data telecommunications, and data network environments. This shall include HVAC, space and power requirements. Also, this assessment should provide a physical layout of the equipment in the DATA CENTER location to optimize rack and space usage.

Subtask Deliverable #9.1 – Server Room Relocation Assessment and Plan

CONSULTANT shall deliver an assessment and plan that includes system hardware and software inventories, move logistics, and additional required information as necessary.

Subtask #9.2 – Develop Detailed Server Room Relocation Plan

This task consists of developing a detailed move plan necessary to guarantee the successful relocation of PUBLIC LIBRARY'S technology assets with minimum business disruption to the DATA CENTER. To complete this task, CONSULTANT shall, at a minimum work with PUBLIC LIBRARY and ISD to:

- Identify technical and business dependencies;
- Identify the logical groups of equipment to be moved. Each move group should be planned for and scheduled to optimize the successful assembly and installation;
- Identify appropriate resources and contingency plans;
- Identify necessary quality assurance information such as assembly documentation and application and network test plans; and
- Establish a realistic relocation schedule with associated start and end dates.

Subtask Deliverable #9.2 – Detailed Server Room Relocation Plan

CONSULTANT shall deliver a plan that at a minimum includes the information elements described above. CONSULTANT shall work with PUBLIC LIBRARY and ISD to obtain necessary approvals to implement the plan.

Subtask #9.3 – Manage Server Room Relocation Implementation

Under direction of COUNTY Project Director, CONSULTANT shall provide oversight, guidance, and leadership for all tasks and activities necessary to successfully implement the detailed relocation plan of PUBLIC LIBRARY Server Room technology assets to the DATA CENTER.

Subtask Deliverable #9.3 – Server Room Relocation to COUNTY's Downey Data Center

CONSULTANT shall execute the detailed relocation plan and provide successful test results report.

Task #10.0 – Ensure Public Library Desktop and Peripherals Compatibility and ILS Client Configuration

CONSULTANT shall work with PUBLIC LIBRARY to ensure compatibility between PUBLIC LIBRARY desktop and peripherals and ILS application. Also, CONSULTANT shall ensure appropriate ILS client configuration.

Subtask #10.1 – Perform Desktop and Peripheral Assessment

CONSULTANT shall work with PUBLIC LIBRARY to validate desktop and peripheral inventories and work with VENDOR to ensure compatibility with latest ILS software release.

Subtask Deliverable #10.1 – Desktop and Peripheral Compatibility Report

CONSULTANT shall deliver a report that documents the compatibility of existing PUBLIC LIBRARY desktop and peripherals with latest ILS software release. This report should also include a plan to upgrade and/or replace non-compatible desktop and peripheral devices.

Subtask #10.2 – Evaluate and Recommend New Peripherals

CONSULTANT shall work with PUBLIC LIBRARY to evaluate and recommend new peripherals based on the COUNTY's space and ergonomic requirements. Peripherals categories shall include printers, barcode readers and scanners. These new peripherals should improve performance and must be compatible with latest ILS software release.

Subtask Deliverable #10.2 – Recommended New Peripherals Report

CONSULTANT shall provide a report that identifies alternative peripheral products by category for PUBLIC LIBRARY consideration, the strengths and weaknesses of each, and the recommended peripherals to be acquired and the rationale supporting this recommendation.

Subtask #10.3 – Provide Desktop Client and Peripheral Configuration Procedures

CONSULTANT shall work with VENDOR to develop detailed configuration procedures necessary to install VENDOR ILS client software and necessary peripheral drivers. These procedures should be reviewed and approved by VENDOR.

Subtask Deliverable #10.3 – Desktop Client and Peripheral Configuration Procedures

CONSULTANT shall provide detailed configuration procedures necessary to install VENDOR ILS client software and necessary peripheral drivers for PUBLIC LIBRARY approval.

Task #11.0 – Perform ILS Post-Implementation Evaluation and Review

CONSULTANT shall work with PUBLIC LIBRARY program staff and end users to assess the effectiveness of the ILS implementation and recommend process improvements to optimize ILS utilization and functionality. CONSULTANT shall also identify future ILS software enhancements to improve PUBLIC LIBRARY business processes.

Deliverable #11.0 – ILS Post-Implementation Evaluation Report

CONSULTANT shall provide a report that identifies recommended PUBLIC LIBRARY actions (e.g., process improvements, further training, better support services, etc.) and ILS software enhancements that will improve PUBLIC LIBRARY business processes.

Task #12.0 – Optional Services

In the event that discussions at VENDOR/PUBLIC LIBRARY meetings and subsequent negotiations are unsuccessful, PUBLIC LIBRARY at its sole discretion may elect to have CONSULTANT complete the following tasks and deliverables.

Task #12.1 – Define ILS Functional and Technical Requirements

CONSULTANT shall leverage the work performed in Task and Deliverable 4.0 to develop and present comprehensive functional and technical requirements matrix for implementation of the ILS suitable for inclusion into a Request for Proposals (RFP). This requirements matrix shall document functional requirements (organized by functional area) and technical requirements required by PUBLIC LIBRARY. To complete the business and technical requirements document the CONSULTANT shall, at a minimum:

- Perform interviews with key library stakeholders;
- Review current business processes associated with the legacy application;
- Gain an understanding of current legacy system processing requirements by reviewing relevant materials (e.g., available statistics on collections and services, including circulation, reserves, inter-library loans); and
- Review other planning documents, network diagrams, and technical infrastructure and service data as available.

Deliverable #12.1 – Public Library Custom Functional and Technical Requirements

CONSULTANT shall provide PUBLIC LIBRARY with written requirements matrix for implementation of an ILS suitable for inclusion in a RFP.

Task #12.2 – Develop RFP Solicitation Document

CONSULTANT shall prepare a RFP document as directed by PUBLIC LIBRARY. The RFP document shall include vendor qualification requirements, statement of work for technology and implementation services, functional requirements, general system requirements, technical requirements, interface requirements, conversion requirements, a sample of COUNTY'S standard agreement with contractual terms and conditions, and a format for vendor response.

Deliverable #12.2: RFP Solicitation Document

CONSULTANT shall submit to COUNTY a RFP solicitation document as directed by the PUBLIC LIBRARY

Task #12.3 – Develop Vendor Proposal Evaluation Methodology and Evaluation Instruments

CONSULTANT shall develop a vendor response evaluation methodology and associated evaluation instruments consistent with COUNTY procurement guidelines. The evaluation methodology measurement shall include a point allocation system to facilitate differentiation of vendors based on their responses and performance in systems demonstrations or site visits.

The methodology shall include scripted demonstrations of candidate systems based on scenarios developed by CONSULTANT, in consultation with PUBLIC LIBRARY staff.

CONSULTANT shall prepare a vendor response document based on a weighted scale, conducive to comparative analysis and reporting.

Deliverable#12.3 – Vendor Proposal Evaluation Methodology and Evaluation Instruments

CONSULTANT shall submit to PUBLIC LIBRARY a vendor response evaluation methodology and associated evaluation instruments consistent with COUNTY procurement guidelines.

Task #12.4 – Support Vendor Selection Process

CONSULTANT shall direct the vendor selection process following the methodology developed under Task and Deliverable #12.3. CONSULTANT shall prepare a written vendor selection report based on the methodology.

Deliverable #12.4 – Vendor Selection Report

CONSULTANT shall submit a written vendor selection report for PUBLIC LIBRARY approval.

ANTICIPATED DAYS AND WORK LOCATIONS

Work will be performed at PUBLIC LIBRARY headquarters, other County locations as required and in CONSULTANT's offices in Cleveland, Ohio.

Deliverable No.	Description	Estimated Consulting Days
1.0	ILS Project Plan for System Contract Negotiations & Contract Preparation	12
2.0	Status Meetings and Reports	15
3.0	Project Organization Document	17
4.0	Business & Technical Requirements Discussion Document	13
5.0	Vendor/Public Library Meeting Documentation	4
6.0	Public Library Custom Functional & Technical Requirements	1
7.0	Vendor Agreement Preparation Documentation	8
8.0	ILS Project Implementation Management	157
9.1	Server Room Relocation Assessment & Plan	15.5
9.2	Detailed Server Room Relocation Plan	9
9.3	Server Room Relocation to COUNTY's Downey Data Center	6
10.1	Desktop & Peripheral Compatibility Report	6
10.2	Recommended New Peripherals Report	8
10.3	Desktop Client & Peripheral Configuration Procedures	10
11.0	ILS Post-Implementation Evaluation Report	8
12.1	Public Library Custom Functional and Technical Requirements	5
12.2	RFP Solicitation Document	5
12.3	Vendor Proposal Evaluation Methodology and Evaluation Instruments	10
12.4	Vendor Selection Report	11
Total Amount		320.5

SUPPORT SERVICES EXPENSES

All support services expenses, such as telephone and clerical support, are included in the consulting fee.

TRAVEL EXPENSES

Reasonable travel and lodging expenses for CONSULTANT's staff will be reimbursed at COUNTY rates see Exhibit C. All such expenses shall be supported by adequate documentation substantiating the validity of the claimed expense. CONSULTANT travel time is not billable to the COUNTY.

Mileage traveled between temporary residence and project worksites for CONSULTANT staff who reside outside of Los Angeles County will be reimbursed at COUNTY rates, see Exhibit C.

Travel and lodging expenses shall not exceed \$108,000.

EXHIBIT B
PAYMENT SCHEDULE

Deliverable No.	Description	Payment
1.0	ILS Project Plan for System Contract Negotiations & Contract Preparation	\$4,000
2.0	Status Meetings and Reports	\$30,000
3.0	Project Organization Document	\$34,000
4.0	Business & Technical Requirements Discussion Document	\$26,000
5.0	Vendor/Public Library Meeting Documentation	\$8,000
6.0	Public Library Custom Functional & Technical Requirements	\$2,000
7.0	Vendor Agreement Preparation Documentation	\$16,000
8.0	ILS Project Implementation Management	\$314,000
9.1	Server Room Relocation Assessment & Plan	\$31,000
9.2	Detailed Server Room Relocation Plan	\$18,000
9.3	Server Room Relocation to COUNTY's Downey Data Center	\$12,000
10.1	Desktop & Peripheral Compatibility Report	\$12,000
10.2	Recommended New Peripherals Report	\$16,000
10.3	Desktop Client & Peripheral Configuration Procedures	\$20,000
11.0	ILS Post-Implementation Evaluation Report	\$16,000
12.1	RFP Solicitation Document	\$10,000
12.2	Vendor Proposal Evaluation Methodology and Evaluation Instruments	\$10,000
12.3	Vendor Selection Report	\$20,000
12.4	Support Vendor Selection Process	\$22,000
	Travel Expenses (Do Not Exceed)	\$108,000
	SubTotal	\$729,000
	Appropriation for Contingency (5%)	\$36,450
Total Amount		\$765,450

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

Information Partners, Inc.

Contractor Name

11470 Euclid Avenue, #404, Cleveland, Ohio 44106

Address

31-1822887

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

Diane Mayo, Vice President

Authorized Official's Printed Name and Title


Authorized Official's Signature

April 25, 2006

Date

EXHIBIT D

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, Information Partners, Inc., has entered into a Contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

Employer Acknowledgment

I understand that Information Partners, Inc. is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance under such Agreement.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, Information Partners, Inc., and the County of Los Angeles.

NM 4/25/04 (Initial and date)

Confidentiality Agreement

As an employee of Information Partners, Inc., you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the Contract between Information Partners, Inc. and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

" . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . "

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

" . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . . "

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with Information Partners, Inc. or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

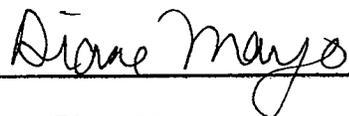
Signature  Dated 4/25/06
Printed Name Diane Mayo
Position/Title Vice President

EXHIBIT D

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AND CONFIDENTIALITY AGREEMENT**

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I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, Information Partners, Inc., and the County of Los Angeles.

JKB 4/25/06 (Initial and date)

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" . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . "

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I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature  _____ Dated 4/25/06 _____
Printed Name James K. Barrentine _____
Position/Title President _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <u>INFORMATION PARTNERS, INC.</u>		
Company Address: <u>11470 EUCLID AVENUE #404</u>		
City: <u>CLEVELAND</u>	State: <u>OHIO</u>	Zip Code: <u>44106</u>
Telephone Number: <u>216-397-9875</u>		
Solicitation For (Type of Goods or Services): <u>consulting services</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>DIANE MAYO</u>	Title: <u>VICE PRESIDENT</u>
Signature: <u><i>Diane Mayo</i></u>	Date: <u>4-25-06</u>

COUNTY TRAVEL EXPENSE REIMBURSEMENT RATES

- Lodging: \$180.00 plus all taxes included on the receipt for a single occupancy hotel accommodation.
- Meals: \$10.75 breakfast; \$14.00 lunch; and \$35.25 dinner, or not to exceed \$60.00 per day when three meals are purchased on any one day.
- Air Fare: CONSULTANT travelers are expected to travel in Coach class.
- Mileage: 41.0 cents per mile.

County rates in effect will be approved as set forth by the Auditor Controller at the time of travel.