



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: July 17, 2024

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: John Leonard, 3rd Supervisorial District

CEO MEETING FACILITATOR: Thomas Luscombe

This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. DISCUSSION ITEM(S):

- A) Board Letter:
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS - Jennifer Revuelta, Principal Analyst

- B) Board Letter:
EMPLOYEE RELATIONS COMMISSIONER (ERCOM) RE-APPOINTMENT
TO SECOND TERM
CEO/LABOR & COMP - Greg Kandaharian, Principal Analyst

- C) Board Letter:
APPROVAL OF SOLE SOURCE AMENDMENT ONE WITH SIRSI
CORPORATION DBA SIRSIDYNIX FOR CONTINUED MAINTENANCE
AND SUPPORT OF LA COUNTY LIBRARY'S INTEGRATED LIBRARY
SYSTEM (ILS) AND FOR IMPLEMENTATION OF ILS SOFTWARE-AS-A-
SERVICE (ILS SaaS)
LIBRARY/CIO – Binh Le, Assistant Director of Information Systems and
Grace Reyes, Administrative Deputy

- D) Board Memo:
ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE SOLE SOURCE
AMENDMENTS TO AGREEMENT NO. H-707926 WITH DATIX (USA) INC. FOR
SAFETY INTELLIGENCE SOFTWARE AND SERVICES AND AGREEMENT
NO. H-705957 WITH VIZIENT INC. FOR PATIENT SAFETY INCIDENT DATA
AGGREGATION SOFTWARE AND SERVICES
DHS/CIO – Julio Alvarado, Director of Contract Admin. & Mntr.,
Dr. Arun Patel, Medical Director and
Roberto Avitia, Assistant Nursing Director

- E) Board Memo:
NOTIFICATION OF INTENT TO RESUME NEGOTIATIONS FOR SOLE
SOURCE AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) FOR THE
ASSESSOR MODERNIZATION PROJECT (AMP) PHASE V
ASR/CIO – Steven Hernandez, Assistant Assessor and
Kevin Lechner, Assistant Chief Information Officer

4. PRESENTATION ITEM(S):

- A) CEO/RM - RISK MANAGEMENT INFORMATION SYSTEM (RMIS) ANNUAL
UPDATE

5. ADJOURNMENT

UPCOMING ITEM(S) FOR JULY 24, 2024:

- A) LACoFD/CIO - NOTICE OF INTENT TO NEGOTIATE AN AMENDMENT TO EXTEND SOLE SOURCE CONTRACT NO. FR10534 WITH PERATON, INC., FOR MAINTENANCE SERVICES FOR THE COMPUTER-AIDED DISPATCH SYSTEM
- B) LASD/CIO - APPROVE CONTRACT WITH SENTINEL OFFENDER SERVICES, LLC TO PROVIDE LOS ANGELES COUNTY OFFENDER MONITORING SERVICES
- C) RR/CC - NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH LEXISNEXIS VITALCHEK FOR RECORDS PAYMENT AND PROCESSING SYSTEM SERVICES
- D) AD/CIO - APPROVAL OF SOLE SOURCE AMENDMENT TO AGREEMENT WITH RTZ ASSOCIATES, INC. FOR AREA AGENCY ON AGING AUTOMATED TRACKING AND REPORTING SYSTEM
- E) CEO/RE - FIFTEEN-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
900 CORPORATE CENTER DRIVE, MONTEREY PARK
- F) CEO/RE - SECOND AMENDMENT TO THE OPTION TO LEASE AGREEMENT WITH THE LUNDQUIST INSTITUTE FOR BIOMEDICAL INNOVATION AT THE HARBOR-UCLA MEDICAL CENTER CAMPUS FOR A BIOSCIENCE TECHNOLOGY PARK
- G) TTC - ISSUANCE AND SALE OF LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY LEASE REVENUE BONDS, 2024 SERIES H

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/17/2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$765,000 (all funds) \$80,000 (NCC)	Funding Source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> • Add two (2) new employee classifications to the Probation Department; and • Reclassify 25 positions in the Departments of Arts and Culture, Chief Executive Officer (CEO), Fire, Health Services, Medical Examiner, and Sheriff. 	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov	



CEO August 6, 2024 General Reclass Board Letter Summary

CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov

Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov

This Board Letter includes:

1. Add two (2) new employee classifications to the Probation Department; and
2. Reclassify 25 positions in the Departments of Arts and Culture, Chief Executive Officer (CEO), Fire, Health Services, Medical Examiner, and Sheriff.



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

August 6, 2024

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by adding two (2) new employee classifications and reclassifying 25 positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6-Salaries, of the County Code to:

1. Add two (2) new employee classifications to the Probation Department; and
2. Reclassify 25 positions in the Departments of Arts and Culture, Chief Executive Officer (CEO), Fire, Health Services, Medical Examiner, and Sheriff.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board of Supervisors (Board) has requested submission of classification and compensation letters on a periodic basis throughout the year to implement recommended actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

These recommendations will ensure the proper allocation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A and B). This is a primary goal of the County's classification and compensation system. These actions are recommended based upon generally accepted

professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper allocation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

New Employee Classifications

On May 2, 2023, the Board adopted a motion delegating authority to the Chief Executive Officer on Agenda Item 72-F (Constitutional and Optimal Levels of Care for Probation Youth) for the approval of salaries, positions, and persons to be employed by the Probation Department in any newly created or modified existing classifications for the limited purpose of supporting the County's compliance with the State Board of State and Community Corrections regulations and the California Department of Justice Consent Decree, as they apply to the juvenile halls. As a result of this delegated authority, two (2) new classifications, Internal Affairs Investigator, Probation (Item No. 8639) and Safety and Security Specialist (Item No. 2746), were created (Attachment A).

CEO worked with the Department of Auditor-Controller to create these new classifications in the County's payroll system to expedite the recruitment of positions and meet regulatory requirements. We are recommending amending Section 6.28.050 - Tables of Classes of Positions with Salary Schedule and Level for these two (2) new classifications.

Positions assigned to the new Internal Affairs Investigator, Probation classification are peace officers assigned to the Probation Department to independently conduct complex, confidential, and sensitive criminal and administrative investigations of alleged misconduct and/or violations of law by departmental employees, non-departmental employees, including visitors and service providers, and adults or youth under the purview of the Probation Department. Positions assigned to the new Safety and Security Specialist classification are hourly, as-needed, non-peace officer positions assigned to provide security in and around departmental facilities and properties across the County.

Reclassifications

There are 25 positions in six (6) departments that are being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately allocated in the recommended classes.

Implementation of Strategic Plan Goals

These recommended actions support the County’s Strategic Plan North Star 3 – Realize Tomorrow’s Government Today, Focus Area Goal B – Diverse and Inclusive Workforce, Strategy 2 – Fairness and Equity.

FISCAL IMPACT/FINANCING

The total cost resulting from the recommended reclassifications is \$765,000 and the net County cost portion is \$80,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Charter authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6-Salaries, of the County Code, has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these classification and compensation recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JDS:AYH
JR:AS:mmg

Enclosures

The Honorable Board of Supervisors
8/6/2024
Page 4

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

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BL (Draft 1).docx

DRAFT

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

**CLASSIFICATIONS RECOMMENDED FOR
ADDITION TO THE CLASSIFICATION PLAN**

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	8639	Internal Affairs Investigator, Probation	NO	115C
Horizon/ Choices	2746	Safety and Security Specialist	FH \$44.80	

DRAFT

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

ARTS AND CULTURE

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Program Associate, Arts and Culture Item No. 8805A NMO 97L Non-Represented	1	Senior Program Associate, Arts and Culture Item No. 8814A NMO 102L Non-Represented

The subject Program Associate, Arts and Culture position reports to a Division Director, Arts and Culture and is responsible for a highly specialized portfolio of public art projects across the County of Los Angeles. The duties include managing the full scope of art design and development and the coordination of capital project appropriations and budgetary allocations. The position will work directly with departmental management and external stakeholders to ensure successful completion for each project.

The duties and responsibilities of the subject position meet the classification criteria for Senior Program Associate, Arts and Culture. Therefore, we recommend upward reallocation of the subject position to Senior Program Associate, Arts and Culture.

CHIEF EXECUTIVE OFFICER

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Application Developer II Item No. 2521A N2MO 104B Represented	2	Senior Application Developer Item No. 2525A NMO 109A Represented
1	Information Systems Support Analyst II Item No. 2535A N2MO 104E Non-Represented	1	Senior IT Technical Support Analyst Item No. 2547A NMO 103E Represented

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

CHIEF EXECUTIVE OFFICER (Continued)

1	Network Systems Administrator II Item No. 2559A NMO 105E Represented	1	IT Technical Support Analyst II Item No. 2546A NMO 99E Represented
2	Principal Information Systems Analyst Item No. 2594A NMO 115G Non-Represented	1	Departmental Information Security Officer II Item No. 2612A N23 S12 Non-Represented
		1	Database Administrator Item No. 2620A NMO 116G Non-Represented

The two (2) subject Application Developer II positions are assigned to the Solutions unit of the Information Technology (IT) Service Division and are responsible for leading the identification, analysis, and resolution of complex application problems. The positions also code, test, and debug the more difficult applications to enhance existing business applications and interfaces. Incumbents in the class of Application Developer II analyze, design, develop, code, test, and maintain more routine application systems. The duties and responsibilities of the subject positions meet the classification criteria for Senior Application Developer, a class that performs analysis, design, development, coding, testing, and maintenance of more complex application systems. Therefore, we recommend upward reallocation of the subject positions to Senior Application Developer.

The subject Information Systems Support Analyst II position is assigned to the Operations unit of the IT Service Division and is responsible for managing and maintaining Service Desk tools (Computer imaging, SysAid support ticket management, and Asset management tools). The position also acts as the lead for small teams working on installation, configuration, or deployment of computing hardware or software. Incumbents in the class of Information Systems Support Analyst II perform information systems support analysis in a technical field. The duties and responsibilities of the subject position meet the classification criteria for Senior IT Technical Support Analyst, a class that provides comprehensive technical support services for multi-faceted or technically sophisticated assignments and work independently, often at remote sites. Duties include installation, configuration, testing, troubleshooting, and repair of hardware, software, networking, and applications. Therefore, we recommend downward reallocation of the subject position to Senior IT Technical Support Analyst.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

CHIEF EXECUTIVE OFFICER (Continued)

The subject Network Systems Administrator II position is assigned to the Operations unit of the IT Service Division and is responsible for providing technical support using remote software tools to install, troubleshoot, configure, and repair problems with computer hardware, peripherals, and software. The position also creates user instructions and guidelines and provides training materials and technical training. Incumbents in the class of Network Systems Administrator II are responsible for the daily operation and administration of network and server operating systems. The duties and responsibilities of the subject position meet the classification criteria for IT Technical Support Analyst II, a class that provides technical information technology support services, including installation, configuration, testing, troubleshooting and repair of hardware, software, networks, and applications. Therefore, we recommend downward reallocation of the subject position to IT Technical Support Analyst II.

The first subject Principal Information Systems Analyst position is assigned to the Security unit of the IT Service Division and is responsible for reviewing IT security compliance applications and ensuring policies, standards, and procedures are developed and implemented according to departmental security protocols and policies as well as industry best practices. Incumbents in the class of Principal Information Systems Analyst perform specialized and complex information systems analysis and design tasks. The duties and responsibilities of the subject position meet the classification criteria for Departmental Information Security Officer II, a class that leads the information security function for a large or complex department and are responsible for the development and delivery of a comprehensive departmental information security strategy. Therefore, we recommend upward reallocation of the subject position to Departmental Information Security Officer II.

The second subject Principal Information Systems Analyst position is assigned to the Solutions unit of the IT Service Division and is responsible for designing, implementing, and maintaining databases. The position also designs and implements database security for applications, including creating database users, designing and assigning roles, and granting and denying database privileges. Incumbents in the class of Principal Information Systems Analyst perform specialized and complex information systems analysis and design tasks. The duties and responsibilities of the subject position meet the classification criteria for Database Administrator, a class that performs a full range of activities required to support databases running on enterprise-level database management system software. Therefore, we recommend upward reallocation of the subject position to Database Administrator.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

FIRE - PREVENTION

No of Pos.	Present Classification	No of Pos.	Classification Findings
6	Forestry Technician Item No. 0326A NMO 78F Represented	6	Forestry Assistant Item No. 0328A NRO 101E Represented

The six (6) subject Forestry Technician positions are assigned to the Forestry Division and report to Deputy Forester positions in various locations. The duties and responsibilities of the subject positions meet the classification criteria for Forestry Assistant, a class that is responsible for performing forestry duties at a County reforestation nursery or is assigned to one of the major forestry programs. Therefore, we recommend upward reallocation of the subject positions to Forestry Assistant.

HEALTH SERVICES – HARBOR CARE SOUTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Physician Specialist (Non Megaflex) – Surgery - Neurological Item No. 5476A-84 N43 D35 Represented	1	Senior Physician, Surgery - Neurological Item No. 5456A-84 N42 E37 Non-Represented

The subject Physician Specialist (Non Megaflex) position is assigned to the Harbor-UCLA Medical Center (Harbor) and reports to Chief Physician II, Surgery-Vascular. The position serves as the Chief, Division of Neurosurgery and oversees division operations to enhance effectiveness and efficiency of the neuro-care service delivery.

Specific duties include overseeing surgical areas, providing full administrative and technical supervision to medical providers assigned to the division, as well as rotating neuro residents, delivering direct patient care in neuro clinics and operating rooms, working with the Chair of the Department of Surgery to ensure the needs of Harbor patients are met, participating in quality improvement and other committees necessary to maintain the Level 1 Trauma Center, and reviewing division workload and productivity reports, clinic and operating room throughput, performance, and operational metrics, and using data trends to identify and drive clinic innovations and efficiencies.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – HARBOR CARE SOUTH (Continued)

The duties and responsibilities of the subject position meet the classification criteria for Senior Physician, Surgery-Neurological. The position is responsible for the supervision and coordination of professional staff development and in-service training programs and for the preparation, review, and approval of medical and technical diagnoses, decisions, records, and reports. Therefore, we recommend upward reallocation of the subject position to Senior Physician, Surgery-Neurological.

HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Physician Specialist (Non Megaflex) – Internal Medicine – General Item No. 5476A-92 N43 D11 Represented	2	Senior Physician – Internal Medicine - General Item No. 5456A-92 N42 E13 Non-Represented

The first subject Physician Specialist (Non Megaflex) position reports to the Chief Medical Officer and functions as the Medical Director of Primary Care. The position is responsible for the oversight of outpatient primary care operations including developing, coordinating, and evaluating primary care services and initiatives to maintain the Patient Centered Medical Homes (PCMH). Specific duties include providing technical and administrative oversight to staff, reviewing, and addressing all clinical issues of outpatient primary care and coordinating efforts and assisting with aligning strategic priorities in order to support PCMH initiatives that promote high quality delivery of services.

The duties and responsibilities of the subject position meet the classification criteria for Senior Physician. Positions allocated to this class have administrative responsibilities including budget preparation, control for the program or unit, and development and execution of policies for the particular unit or program. Therefore, we recommend upward reallocation of the subject position to Senior Physician.

The second subject Physician Specialist (Non Megaflex) position reports to the Chief Medical Officer and serves as the Medical Director of Specialty Care which is responsible for providing clinical direction for the operations of outpatient specialty care. In this role, the position is responsible for planning, monitoring, and overseeing the capacity, infrastructure, and models of delivery of outpatient specialty care services, identifying key

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER (Continued)

areas in need of continuous process improvement and develops and implements solutions; determining standards for specialty care and diagnostics offered; and providing both administrative and technical supervision to staff. The duties and responsibilities of the subject position meet the classification criteria for Senior Physician, a class that has full technical and supervisory responsibility for a small program or a unit within a larger program. Therefore, we recommend upward reallocation of the subject position to Senior Physician.

MEDICAL EXAMINER

No of Pos.	Present Classification	No of Pos.	Classification Findings
8	Senior Clerk Item No. 1140A NMVO 78K Represented	8	Senior Typist-Clerk Item No. 2216A NMVO 79J Represented

The eight (8) subject Senior Clerk positions support the Public Services and Investigation Divisions. The primary duties and responsibilities of the positions will include corresponding with mortuaries; reviewing and entering death certificates in the Electronic Death Registration System; preparing and submitting requests for medical and other relevant records; entering decedent data and record case circumstance information; and generating death certificates for County burial. The duties and responsibilities of the subject positions meet the classification criteria for Senior Typist-Clerk. Therefore, we recommend upward reallocation of the subject positions to Senior Typist-Clerk.

SHERIFF - ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Paralegal Item No. 9232A NMWO 92E Non-Represented	1	Supervising Paralegal Item No. 9234A NMXO 98E Non-Represented

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

SHERIFF - ADMINISTRATION (Continued)

The subject Paralegal position is assigned to the Office of Constitutional Policing, Constitutional Policing Team. The position will report to the Director, Office of Constitutional Policing (UC) and will supervise four (4) Paralegals. The duties and responsibilities meet the classification criteria for Supervising Paralegal, a class that supervises a staff of Paralegals providing a full range of legal support services to attorneys including legal research; drafting of documents such as motions, points and authorities, interrogatories, and answers; and gathering information. Therefore, we recommend upward reallocation of the subject position to Supervising Paralegal.

DRAFT

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding and establishing the salaries for two employee classifications; and
- Adding, deleting, and/or changing certain employee classifications and

number of ordinance positions in the departments of Arts and Culture, Chief Executive Officer, Fire, Health Services, Medical Examiner, and Sheriff.

DAWYN R. HARRISON
County Counsel

By:
POUYA BAVAF
Senior Deputy County Counsel

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salaries for two employee classifications; and add, delete and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL
<u>8639</u>	<u>INTERNAL AFFAIRS INVESTIGATOR, PROBATION</u>	<u>10/01/2024</u>	<u>NO</u> <u>115C</u> <u>NO</u> <u>116E</u>
<u>2746</u>	<u>SAFETY AND SECURITY SPECIALIST</u>	<u>10/01/2024</u>	<u>FH 44.80</u> <u>FH 46.25</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classifications added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8805A	6 <u>5</u>	PROGRAM ASSOCIATE,ARTS AND CULTURE

8814A 40 11 SR PROG ASSOCIATE,ARTS AND CULTURE

SECTION 3. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2521A	2	APPLICATION DEVELOPER II
2535A	4	INFO SYSTEMS SUPPORT ANALYST II
2559A	4	NETWORK SYSTEMS ADMINISTRATOR II

SECTION 4. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2620A</u>	<u>1</u>	<u>DATABASE ADMINISTRATOR</u>
<u>2612A</u>	<u>1</u>	<u>DEPTL INFO SECURITY OFFICER II</u>
<u>2546A</u>	<u>1</u>	<u>IT TECHNICAL SUPPORT ANALYST II</u>
<u>2547A</u>	<u>1</u>	<u>SENIOR IT TECHNICAL SUPPORT ANALYST</u>

SECTION 5. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2594A	3 <u>1</u>	PRINCIPAL INFO SYSTEMS ANALYST

2525A 3 5 SENIOR APPLICATION DEVELOPER

SECTION 6. Section 6.52.010 (Department of Medical Examiner) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1140A	8	SENIOR CLERK

SECTION 7. Section 6.52.010 (Department of Medical Examiner) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2216A	24 <u>32</u>	SENIOR TYPIST-CLERK

SECTION 8. Section 6.76.015 (Fire Department - Prevention) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0328A	24 <u>27</u>	FORESTRY ASSISTANT
0326A	13 <u>7</u>	FORESTRY TECHNICIAN

SECTION 9. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5476A	339 <u>338</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5456A	34 <u>32</u>	SENIOR PHYSICIAN

SECTION 10. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5476A	209 <u>207</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5456A	6 <u>8</u>	SENIOR PHYSICIAN

SECTION 11. Section 6.120.010 (Sheriff - Administration) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9234A</u>	<u>1</u>	<u>SUPERVISING PARALEGAL</u>

SECTION 12. Section 6.120.010 (Sheriff - Administration) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9232A	5 <u>4</u>	PARALEGAL

SECTION 13. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[GENRECLASSAUG2024ASCEO]

DRAFT

FINAL
5/7/24



**Internal Affairs Investigator,
Probation**

Class Code:
8639

COUNTY OF LOS ANGELES
Established Date: TBD
Revision Date: TBD

SALARY RANGE

\$9,518.27 - \$12,149.36 Monthly

DEFINITION/STANDARDS:

DEFINITION:

Under general direction, conducts complex, confidential, and sensitive criminal and administrative investigations for the Probation Department.

CLASSIFICATION STANDARDS:

Positions in this class are peace officers assigned to the Probation Department and typically report to a higher-level manager. Positions independently conduct complex, confidential, and sensitive criminal and administrative investigations of alleged misconduct and/or violations of law by departmental employees, non-departmental employees, including visitors and service providers, and adults or youth under the purview of the Probation Department. Incumbents in this class enforce applicable laws and regulations ensuring fairness, thoroughness, and objectivity of investigations and are required to carry a firearm while in the performance of their duties. Assignments require incumbents in this class to use care and discretion in the handling of confidential and sensitive criminal and administrative case information, which may significantly impact departmental operations or support decisions made by higher-level management.

Incumbents must exercise and demonstrate comprehensive knowledge of applicable laws, regulations, and departmental policy to conduct criminal and administrative investigations, as well as advanced knowledge of criminal and/or administrative investigative techniques and procedures, information and intelligence gathering processes, and interviewing/interrogation techniques to effectively investigate allegations of criminal or administrative misconduct. Incumbents must also possess abilities and skills to effectively collect, process, and secure evidence; effectively develop techniques, methods, and skills to conduct criminal and administrative investigations; establish, develop, and maintain cooperative relationships with other

law enforcement and governmental agencies; write clear and concise reports; and communicate effectively.

EXAMPLES OF DUTIES:

The duties below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

Conducts complex, confidential, comprehensive, and sensitive criminal and administrative investigations by thoroughly researching alleged misconduct and/or violations of the law.

Prepares affidavits to present to a court of law and obtains valid arrest/search warrant that will withstand judicial review.

Prepares or works with County Counsel or prosecuting attorneys to prepare criminal or administrative subpoenas to further investigative efforts.

Coordinates tactical operations and prepares operational plans to gather facts, evidence, and information supporting an investigation.

Serves as a liaison with Courts, State, federal, and local law enforcement agencies to further ongoing criminal and administrative investigations.

Interviews witnesses and interrogates suspects in investigations to identify violations of law and/or policies using industry standard investigative techniques.

Analyzes written, visual, and/or audio evidence to effectively investigate allegations of misconduct and violations of the law.

Develops, documents, and utilizes informants in compliance with departmental policy and the law.

Makes arrests for violations of the law to ensure institutional and public safety using established law enforcement techniques.

Conducts searches of persons or property to collect evidence and ensure officer safety, utilizing established law enforcement techniques and equipment.

Conducts covert, physical, mobile, and/or electronic surveillance of suspects in compliance with the law and department policy.

Responds in person at various hours to conduct investigations in areas under the jurisdiction of the Probation Department.

Prepares criminal cases for referral to the District Attorney for prosecution.

Prepares cases for the department for administrative personnel actions.

Testifies in administrative hearings, civil litigations, and criminal proceedings as a witness regarding investigative findings and conclusions.

Prepares detailed investigative reports documenting findings, conclusions, and recommendations for disciplinary action or criminal prosecution, if warranted.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

A Bachelor's degree from an accredited college or university -AND- Four (4) years of progressively responsible experience conducting criminal* or administrative personnel investigations as a peace officer** at the level of Assistant Probation Director.

*Criminal investigations must have been in an investigative unit, or in a specialized unit or task force, performing duties such as: apprehend and arrest suspects; develop field operation/investigation plans and safely execute them; develop relationships with informants; examine a variety of records to locate links in chains of evidence or information; gather in-depth background data and information; identification and surveillance of suspected criminal activity and location; identify, gather, preserve, verify, and analyze pertinent records and all types of evidence, including photographs, taking measurements, and drawing diagrams/sketches; identify, locate, and interview/interrogate suspects or witnesses and analyze their testimony; investigate complaints of civil, criminal, and/or administrative misconduct; monitor electronic surveillance equipment; plan, coordinate, and participate in law enforcement actions involving criminal suspects, and work undercover, as well as participate in covert investigations and raids; prepare the case for legal proceedings and/or testify in court proceedings; report facts and statements; work with other law enforcement agencies and the courts; write and serve search warrants and administrative subpoenas; and write arrest and investigative reports.

**Qualifying peace officer experience must be consistent with Penal Code Section 830, and specifically defined in one of the following Penal Code sections: 830.1, 830.2, 830.3, or 830.5.

LICENSE:

A valid California Class C Driver License is required to perform essential job functions.

PHYSICAL CLASS:

4 – Arduous

OTHER REQUIREMENTS:

Active peace officer status in the State of California.

SPECIALTY REQUIREMENTS:

COMMENTS:

N:\CLASSIFICATION\PROBATION\Consultations\Internal Affairs\Class Spec\8639 Internal Affairs Investigator Probation - FINAL.docx



County of Los Angeles
SAFETY AND SECURITY SPECIALIST

CLASS CODE	2746	SALARY	\$44.80 Hourly
ESTABLISHED DATE	June 30, 2023	REVISION DATE	June 30, 2023

DEFINITION/STANDARDS

Performs a variety of tasks related to the security and safety of the Los Angeles County departmental facilities and personnel.

CLASSIFICATION STANDARDS:

Positions allocated to this class are non-peace officer positions assigned to provide security in and around departmental facilities and properties and typically report to the on-site supervising officer or manager. Positions are required to carry a firearm while in the performance of their duties. Positions in this class must be able to effectively communicate with staff, clients, and the public, and must possess a high degree of professionalism and integrity. Incumbents must distinguish between circumstances in which counseling, admonition, and/or explanation will serve best to maintain a peaceful environment or where the intervention of peace officer personnel is necessary and respond to and/or report situations appropriately.

EXAMPLES OF DUTIES

Monitors access control systems and responds to alarms and emergency situations.

Monitors and upholds all departmental policies at all entrance points of the departmental facilities.

Conducts proper screening of all public, internal and external personnel, and visitors.

Conducts routine patrols to ensure the safety and security of departmental facilities and parameters.

Supports departmental staff within the facility, as needed.

Conducts searches of departmental facilities (internal and external) and vehicles.

Maintains accurate and detailed logs, reports, including incident reports.

Communicates effectively with management, staff, clients, and the public.

May be responsible for creating work schedules for other safety and security specialists, including assessing staffing requirements, coordinating with team members, and ensuring adequate coverage for shifts.

Performs other safety and security related duties as assigned.

REQUIREMENTS

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option I:

Graduation from high school or equivalent –AND– Three (3) years of prior peace officer experience from a Federal, state, county, or local law enforcement agency –AND– Completion of a P.O.S.T. academy or completion of a Federal, state, county, or local law enforcement training academy with a verifiable certificate or transcript –AND– A current, valid California Guard Card –AND– A current, valid California Exposed Firearm Permit.

Option II:

Graduation from high school or equivalent –AND– Must have three (3) years of prior military experience –AND– Completion or graduation from a military law enforcement training academy or program that provided instruction on the use of police powers in an armed capacity equivalent to a peace officer, which must include general arrest authority –AND– A certificate or transcript of equivalent training to a peace officer –AND– A current, valid California Guard Card –AND– A current, valid California Exposed Firearm Permit.

LICENSE:

A valid California Class C Driver License is required.

PHYSICAL CLASS:

4 – Arduous

OTHER REQUIREMENTS:

Age: Must be 21 years of age at time of filing.

Applicants must be able to perform the essential functions of this classification, with or without a reasonable accommodation.

SPECIALTY REQUIREMENTS:

COMMENTS:

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/17/2024	
BOARD MEETING DATE	8/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Executive Office	
SUBJECT	EMPLOYEE RELATIONS COMMISSIONER RE-APPOINTMENT TO SECOND TERM	
PROGRAM	Employee Relation Commission	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	ERCOM Commissioner's term has ended and a new appointment is needed.	
COST & FUNDING	Total cost: \$200.an hr. Max 20 hrs. a month.	Funding source: Executive Office Budget
	TERMS (if applicable): Three (3) Year Term.	
	Explanation:	
PURPOSE OF REQUEST	The first term of the ERCOM Commissioner has ended.	
BACKGROUND (include internal/external issues that may exist including any related motions)	ERCOM Commissioner Najeeb Khoury was first appointed to serve as commissioner on March 1, 2021. As stated in the Los Angeles County Code (County Code) Section 5.04.100, all appointments to ERCOM shall be made by the Board of Supervisors (Board). ERCOM Commissioner Khoury's term ended this year. Commissioner Khoury has honorably served on ERCOM during his first term. ERCOM is comprised of a total of three Commissioners and his re-appointment will allow ERCOM to continue to function at full capacity with no interruptions.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Greg Kandaharian, Principal Analyst, gkandaharian@ceo.lacounty.gov	

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101
ceo.lacounty.gov

Chief Executive Officer

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

August 06, 2024

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

Dear Supervisors:

**EMPLOYEE RELATIONS COMMISSIONER (ERCOM) RE-APPOINTMENT TO SECOND TERM
(ALL DISTRICTS)
(3-VOTES)**

SUBJECT

Re-Appointment of Mr. Najeeb Khoury to the position of Commissioner on the three-member Employee Relations Commission.

IT IS RECOMMENDED THAT THE BOARD:

Approve the re-appointment of Commissioner Khoury to serve as ERCOM Commissioner effective March 1, 2024.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As stated in the Los Angeles County Code (County Code) Section 5.04.100, all appointments to ERCOM shall be made by the Board of Supervisors (Board).

ERCOM Commissioner Khoury's term ended this year. Commissioner Khoury has honorably served on ERCOM during his first term. His re-appointment will allow ERCOM to continue to function in its capacity with no interruptions.

The CEO, in conjunction with County labor partners, now formally recommend the re-appointment of Mr. Khoury.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote North Star III, Realize Tomorrow's Government Today, by pursuing the development of our workforce.

FISCAL IMPACT/FINANCING

Funding for the Employee Relations Commissioner is included in the Fiscal Year 2023-2024 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

ERCOM is the administrative body that governs labor relations for the County. ERCOM determines appropriate bargaining units, who will represent them, and what classifications will be represented in each unit. ERCOM also decides whether anyone violated the Employee Relations Ordinance, and if so, the appropriate remedy.

On March 1, 2021, the Board appointed Mr. Khoury to the position of Commissioner on the Employee Relations Commission. This appointment was based on a joint nomination between the County and a committee of employee organizations pursuant to the Ordinance, Section 5.04.100. Pursuant to the Ordinance, commissioners are to serve at the pleasure of the Board for three-year terms.

As Commissioner Khoury's term ends, the CEO and a committee of its labor partners jointly submit Commissioner Khoury's name for re-appointment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The re-appointment of Mr. Khoury will ensure the Commission is operating at full capacity and in the efficiency of public services.

The Honorable Board of Supervisors

8/6/2024

Page 3

Respectfully submitted,

FAD:JMN:MM

JDS:GK:mlj

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources

Draft

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/17/2024		
BOARD MEETING DATE	8/6/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	LA COUNTY LIBRARY		
SUBJECT	Approval of Sole Source Amendment One with Sirsi Corporation Db a SirsiDynix for Continued Maintenance And Support of LA County Library's Integrated Library System (ILS) and for Implementation off ILS Software-As-A-Service (ILS SaaS)		
PROGRAM	COUNTY LIBRARY		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please explain why: Proprietary product, the ILS Software can only be maintained and supported by SirsiDynix and they do not license, certify or otherwise endorse any third party to provide maintenance and support of their proprietary technology.		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	The current agreement with SirsiDynix will expire on December 19, 2024.		
COST & FUNDING	Total cost:	Funding source:	
	\$12,619,080.56	Library's Operating Budget	
	TERMS (if applicable): 17 YEARS		
	Explanation: Current Contract \$4,500,000 for 7 years and Amendment One \$8,119,080.56 for 10 years for an aggregate total of \$12,619,080.56.		
PURPOSE OF REQUEST	Requesting to amend an existing sole source agreement for Integrated Library System (ILS) maintenance and support with SirsiDynix to extend the term and upgrade the current ILS by migrating to a fully cloud-based software-as-a-service solution.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The current Library ILS software is maintained by SirsiDynix through a 7-year sole source contract that was awarded by the Board on 11/21/ 2017. The ILS is based on Sirsi's proprietary Commercial Off-The-Shelf Software and includes customizations and third-party products to meet Library requirements. SirsiDynix now offers the ILS as a fully cloud-based software-as-a-service solution that maintains the existing ILS functionality that Library contracted for in the current agreement and piloted, with further system enhancements that will benefit the Library.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Binh Le (Library), Assistant Director Information Systems, 562.940.8418, ble@library.lacounty.gov Grace Reyes (Library), Administrative Deputy, 562.940.8406, greyes@library.lacounty.gov Greg Melendez (CEO), Deputy Chief Information Officer, 213.253.5628, gmelendez@cio.lacounty.gov		



LA COUNTY LIBRARY

7400 Imperial Hwy, Downey, CA 90242 | 562.940.8400



SKYE PATRICK
Library Director

COUNTY OF LOS ANGELES
SUPERVISORS

HILDA L. SOLIS
1st District

HOLLY J. MITCHELL
2nd District

LINDSEY P. HORVATH
Chair, 3rd District

JANICE HAHN
4th District

KATHRYN BARGER
5th District

August 6, 2024

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

Dear Supervisors:

**APPROVAL OF SOLE SOURCE AMENDMENT ONE WITH SIRSI CORPORATION
DBA SIRSIDYNIX FOR CONTINUED MAINTENANCE AND SUPPORT OF
LA COUNTY LIBRARY'S INTEGRATED LIBRARY SYSTEM (ILS) AND FOR
IMPLEMENTATION OF ILS SOFTWARE-AS-A-SERVICE (ILS SaaS)
(ALL DISTRICTS – 3 VOTES)**

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

SUBJECT

LA County Library (Library) is requesting approval to amend their existing sole source agreement for Integrated Library System (ILS) Maintenance and Support with Sirsi Corporation DBA SirsiDynix to extend the term and to upgrade the current ILS by migrating to a fully cloud-based software-as-a-service solution.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the sole source amendment with Sirsi Corporation DBA SirsiDynix for continued maintenance and support of the LA County Library's ILS and software-as-a-service solution is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a project according to Section 15378 of CEQA.
2. Approve and delegate authority to the County Librarian, or designee, to execute Amendment One, Attachment A, to Sole Source Agreement Number ILS-1701 with Sirsi Corporation DBA SirsiDynix (Sirsi or SirsiDynix) to extend the term by adding five (5) years with an additional five (5) one-year extensions, for a total contract term of seventeen (17) years, which will upgrade the current ILS by migrating to a fully cloud-based software-as-a-service solution (ILS SaaS). This Amendment One will increase the Contract Sum

by \$8,119,080.56 for the additional work and term, which will increase the maximum Contract Sum to \$12,619,080.56 for the complete term. Of the \$8,119,080.56 added by Amendment One, \$36,700 is for Implementation Work, \$6,735,317.13 is for Subscription Software and Maintenance Fees for up to ten (10) years, and \$1,347,063.4 is for Pool Dollars for Optional Work, as needed.

3. Delegate authority to the County Librarian, or designee, with approval as to form from County Counsel, to execute Change Notices and Amendments to the Agreement, as applicable, or otherwise modify the Agreement as set forth in the Agreement in order to: (a) add and/or update standard County contract provisions as required by your Board or the Chief Executive Officer (CEO); (b) exercise term extensions; (c) modify the statement of work or system requirements without materially impacting the scope of work under the Agreement; (d) provide written consent to an assignment of rights and/or delegation of duties pursuant to the Assignment and Delegation provision under the Agreement; (e) acquire Optional Work, as needed for the ILS, using Pool Dollars allocated for the term of the Agreement without increasing the maximum Contract Sum of \$12,619,080.56; and (f) to terminate for convenience the Agreement, as needed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The ILS is Library's core business system that supports several essential functions, including the Library's catalog and online reference services, processing customer requests for library materials, checkout/check-in of library materials, customer service management, acquisition of library materials and customer notifications. The public is very accustomed to using the Library's ILS system, therefore replacing the system would be very disruptive to our patrons, who are of all ages ranging from children to senior citizens. The current Library ILS software is maintained by SirsiDynix through a 7-year sole source contract that was awarded by the Board on November 21, 2017. The ILS is based on Sirsi's proprietary Commercial Off-The-Shelf Software (COTS) and includes customizations and third-party products to meet the Library's requirements. As a proprietary product, the ILS Software can only be maintained and supported by SirsiDynix and they do not license, certify or otherwise endorse any third party to provide maintenance and support of their proprietary technology. The current agreement with SirsiDynix will expire on December 19, 2024.

SirsiDynix now offers the ILS as a fully cloud-based software-as-a-service solution ("ILS SaaS") that maintains the existing ILS functionality that Library contracted for in the current Agreement and piloted, with further system enhancements that will benefit the Library. Maintaining continuum of use for the Library's patrons, who have grown accustomed to the ILS, is important to not disrupt their access to Library's services due to switching to a new system and changing the way they utilize the Library system.

Approval of the recommended actions will allow Library to upgrade the current ILS to the ILS SaaS and extend the existing Agreement for up to an additional ten (10) years.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The County Strategic Plan directs the provisions of North Star 3, Focus Area Goal F. Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

Under the terms of the recommended Amendment One, SirsiDynix will upgrade the ILS to an ILS SaaS and will continue to provide maintenance and support over the additional five (5) years and five (5) one-year automatic extensions, increasing the Contract Sum by \$8,119,080.56 from \$4,500,000 to \$12,619,080.56. Annual funding for Amendment One is \$811,908.06 and is included in Library's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Agreement Number ILS-1701 with Sirsi was awarded by the Board on November 21, 2017. The Agreement permits amendments as approved by the Board. On July 7, 2023, pursuant to the Board's Sole Source Policy 5.100, Library provided a notification of its intent to enter into negotiations for a new sole source agreement with SirsiDynix for continued maintenance and support of the ILS software and hosting services of Library's ILS software (Attachment B). The Sole Source Checklist is attached (Attachment C) in compliance with this Board policy.

Library has negotiated the terms and conditions of the Amendment with SirsiDynix, which largely remains the same as the current agreement but has been updated to include current County required provisions, and SirsiDynix has agreed to all County required provisions.

County Counsel has reviewed and approved the Amendment as to form. In compliance with Board Policy 6.020 "Chief Information Office Board Letter," the CIO reviewed the information technology (IT) components of this request and recommends approval of the Amendment. The CIO Analysis is attached, Attachment D.

The recommended Amendment One will become effective following your Board approval, should it be granted, and execution by the County Librarian.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow Library to upgrade the current ILS to the ILS SaaS and extend the existing Agreement for up to ten (10) years.

CONCLUSION

Please return to LA County Library an adopted Board Letter.

Honorable Board of Supervisors
August 6, 2024
Page 4

If there are any questions or there is a need for additional information, please contact me at (562) 940-8400.

Respectfully submitted,

Reviewed by:

SKYE PATRICK
County Librarian

PETER LOO
Chief Information Officer

SP:YDR:GR

Attachments

c: Chief Executive Office
County Counsel

HOA.104841547.1



AMENDMENT NUMBER ONE**TO
AGREEMENT NO. ILS-1701
FOR
INTEGRATED LIBRARY SYSTEM (ILS) MAINTENANCE AND SUPPORT**

This Amendment Number One (together with all exhibits, attachments, and schedules hereto, if any, "Amendment No. 1") is entered into by and between the County of Los Angeles, by and through Los Angeles County Library ("County") and Sirsi Corporation DBA SirsiDynix ("Contractor"), effective as of December 20, 2024 ("Effective Date of Amendment No. 1"), based on the following recitals ("Recitals"):

RECITALS

1. **WHEREAS**, County and Contractor have entered into Agreement No. ILS-1701 for Symphony Integrated Library System ("ILS" or "System") Maintenance and Support and Related Services, dated as of December 20, 2017 (together with all exhibits, attachments, and schedules thereto, the "Agreement"), where Contractor provided to County its proprietary ILS for use by the County in its Library operations.

2. **WHEREAS**, the current Agreement's term extends through December 19, 2024.

3. **WHEREAS**, Contractor now offers the ILS as a more fully cloud-based software-as-a-service solution ("ILS SaaS") that maintains the existing ILS functionality that County contracted for in the Agreement, with further system enhancements that will benefit the County.

4. **WHEREAS**, County and Contractor, pursuant to this Amendment No. 1, and as provided for in Paragraph 5.3 (Amendments) of the Agreement, wishes to amend the Agreement to: 1) extend the term by adding five (5) years to the Initial Term of Amendment No. 1 and five (5) one-year terms to the Extended Term of Amendment No. 1; 2) migrate to and upgrade the ILS to the ILS SaaS by (a) provisioning the SaaS environment and data migration effort as set forth in Exhibit A.1 (Statement of Work for ILS SaaS Migration), b) completing the professional services as set forth in Exhibit A.1 (Statement of Work for ILS SaaS Migration), and (c) continuing to provide Maintenance Services, Support Services and Subscription services, for the ILS SaaS as further described in Exhibit A.1 (Statement of Work for ILS SaaS Migration) and Exhibit B.1 (Service Level Agreement for ILS SaaS) attached to this Amendment No. 1; and 3) increase the Contract Sum to account for the extended Term and additional work related to the ILS SaaS; and in each case, subject to the terms and conditions of this Agreement, including Amendment No. 1.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, County and Contractor hereby agree as follows:

1. **RECITALS**. The Recitals to this Agreement are incorporated by reference as if fully set forth herein.

2. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, paragraph references in this Amendment No. 1 refer to paragraphs in the Agreement, or as amended by this Amendment No. 1.
3. Paragraph 1.1 (Interpretation) is deleted in its entirety in the Agreement and is replaced as follows:

"1.1 Interpretation. The provisions of this document (hereinafter "Base Agreement), along with Exhibits A and A.1 (collectively, "Exhibit A"), B and B.1 (collectively, "Exhibit B"), C and C.1 (collectively, "Exhibit C"), D, E, F, G, H, I and I.1 (collectively, "Exhibit I"), and J, including Attachments and Schedules thereto, all attached hereto, described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any Work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, then such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A - Statement of Work

Attachment A.1 - System Requirements

Attachment A.2 - Products

Attachment A.3 - Operating Environment Specifications

Attachment A.4 - System Architecture

Exhibit A.1 – Statement of Work for ILS SaaS Migration

Attachment A.1.1 – ILS SaaS Migration Work

Appendix 1: Implementation Services Deliverables

Appendix 2: Software Subscription - Long Descriptions

Appendix 3: Platinum Premier Services

Appendix 4: Training Overview

Attachment A.1.2 – Intentionally Omitted

Attachment A.1.3 – VPN Requirements

Attachment A.1.4 – System Requirements for ILS SaaS

Exhibit B - Service Level Agreement

Schedule B.1 - Information Security Requirements

Schedule B.2 - Compliance with Encryption Requirements

Schedule B.3 - Software as a Service Security and Privacy Requirements

Schedule B.4 - Application Security Requirements

Exhibit B.1 – Service Level Agreement for ILS SaaS

Schedule B.1.1 - Information Security & Privacy Requirements

Schedule B.1.2 - Software-as-a-Service (SaaS) Security and Privacy Assessment

Schedule B.1.3 – Application Security Requirements

Exhibit C - Pricing Schedule

Schedule C.1 - Optional Work Schedule

Exhibit C.1 – Pricing Schedule for ILS SaaS

Exhibit D - Administration of Agreement

Exhibit E - Confidentiality and Assignment Agreement

Exhibit F - Contractor's EEO Certification

Exhibit G - Jury Service Ordinance

Exhibit H - Safely Surrendered Baby Law

Exhibit I – Third Party Product Terms

Exhibit I.1 – Third Party Product Terms for ILS SaaS

Exhibit J - Source Code Escrow Agreement

4. Paragraph 1.3 (Definitions) is amended in the Agreement to delete the following defined terms in their entirety and replace the defined terms as revised below:

"1.3.24 COUNTY; LIBRARY

The term "County" or "Library" shall mean the County of Los Angeles, California.

1.3.34 DEFICIENCY CREDITS

The term "Deficiency Credit(s)" shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor's failure to timely correct Deficiencies, as further specified in Exhibit B (Service Level Agreement) and following the Effective Date of Amendment No. 1, in Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.44 DOWNTIME

The term "Downtime" shall mean the time during which the System or any component thereof is unavailable, including Unscheduled Downtime and Scheduled Downtime, as further specified in Exhibit B (Service Level Agreement) and following the Effective Date of Amendment No. 1, in Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.47 FIXED HOURLY RATE

The term "Fixed Hourly Rate" shall mean the hourly rate as specified in Exhibit C (Pricing Schedule), and following the Effective Date of Amendment No. 1, Exhibit C.1 (Pricing Schedule for ILS SaaS), for Professional Services and Programming Modifications that Contractor may provide in the form of Optional Work upon County's request therefor.

"1.3.50 INTEGRATED LIBRARY SYSTEM; ILS; ILS SAAS

The terms "Integrated Library System", "ILS", and "ILS SaaS" shall have the same meaning as "System".

1.3.55 MAINTENANCE FEES

The term "Maintenance Fee(s)" shall mean and include the fees to be paid by County to Contractor for the provision of Maintenance and Support for the Software, including Perpetually-Licensed Products and Term-Licensed Software, in accordance with the terms of this Agreement, including Exhibit C (Pricing Schedule) and following the Effective Date of Amendment No. 1, in Exhibit C.1 (Pricing Schedule for ILS SaaS).

1.3.56 MAINTENANCE SERVICES

The term "Maintenance Services" shall mean any goods or services provided under this Agreement for maintaining the System, including but not limited to updates, corrections, enhancements and other Updates to the System, Interfaces, data extractions, system availability, data security and reports, as further specified in Exhibit B (Service Level Agreement) and

following the Effective Date of Amendment No. 1, in Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.57 MAXIMUM FIXED PRICE

The term "Maximum Fixed Price" shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 6.1.3 (Optional Work) and Section 4 (Optional Work) of Exhibit A (Statement of Work) and following the Effective Date of Amendment No. 1, in Exhibit A.1 (Statement of Work for ILS SaaS Migration).

1.3.64 PRICING SCHEDULE

The term "Pricing Schedule" shall mean prices, rates and other fees for Work, including Optional Work, provided by Contractor to County pursuant to the Agreement, as identified as Exhibit C (Pricing Schedule) and Exhibit C.1 (Pricing Schedule for ILS SaaS).

1.3.72 SERVICE LEVEL AGREEMENT

The terms "Service Level Agreement" and "SLA" shall mean and refer to the provisions of Exhibit B (Service Level Agreement) including all Schedules thereto, and for the ILS SaaS, shall mean and refer to the provisions of Exhibit B.1 (Service Level Agreement for ILS SaaS) including all Schedules thereto.

1.3.75 SEVERITY LEVEL

The term "Severity Level" shall mean the applicable Deficiency severity level for correcting Deficiencies, as further specified in Exhibit B (Service Level Agreement) and for the ILS SaaS, as further specified in Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.85 SUPPORT HOURS

The term ""Support Hours" shall mean the hours during which Contractor shall provide Maintenance and Support under the Agreement, as further described in Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.84 SUBSCRIPTIONS

The term "Subscriptions" shall mean any products and/or services provided by Contractor under this Agreement through Contractor-hosted System Environment, which includes the ILS SaaS, and including Maintenance and Support and License for such products and/or services,

together with any Third Party Products to which County may subscribe under the Agreement.

1.3.86 SUPPORT SERVICES

The term "Support Services" shall mean any goods or services provided under this Agreement in support of the System, including by providing a help-desk and correcting Deficiencies, all in compliance with the provisions of Exhibit B (Service Level Agreement) and for the ILS SaaS, in Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.87 SYSTEM

The term "System" shall mean and include Products and Hardware residing in the System Environment, and as of Amendment No. 1, shall include the ILS SaaS.

1.3.92 SYSTEM PERFORMANCE

The term "System Performance" shall mean the performance of the System with respect to System Response Time and System Availability, in Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.88 SYSTEM AVAILABILITY

The term "System Availability" shall mean, during a particular calendar month, availability of the System as specified in Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.93 SYSTEM PERFORMANCE DEFICIENCY

The term "System Performance Deficiency" shall mean the System not meeting any of the System Performance Requirements, as further specified in Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.94 SYSTEM PERFORMANCE REQUIREMENTS

The term "System Performance Requirements" shall mean the requirements for System Performance, including those specified in Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.95 SYSTEM REQUIREMENTS

The term "System Requirements" shall mean business, operational, technical, security and/or functional requirements relating to the operation or utilization of the System, including those specified in Attachment A.I (System Requirements), and for the ILS SaaS, as may be further specified in Attachment A.1.4 (System Requirements for ILS SaaS), or as otherwise documented in this Agreement or that are part of the Pre-Existing Agreement.

1.3.96 SYSTEM RESPONSE TIME

The terms "System Response Time" shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in Exhibit B (Service Level Agreement), and for the ILS SaaS, as may be further specified in Exhibit B.1 (Service Level Agreement for ILS SaaS).

1.3.110 WORK

The term "Work" shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including but not limited to Maintenance and Support and Optional Work, and pursuant to any Amendments to this Agreement."

5. Introductory Paragraph 6 (Work) and Paragraph 6.1 (Scope of Work) are deleted in their entirety in the Agreement and are replaced as follows:

"6. WORK

In exchange for County's payment to Contractor of the fees set forth herein, Contractor shall (a) on a timely basis provide, complete, deliver and/or implement all Work set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit A.1 (Statement of Work for ILS SaaS Migration); and Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS), including but not limited to Maintenance Services, Support Services and any Optional Work; and (b) grant to County a License to the Products, as specified in Paragraph 9.1 (License). Contractor shall perform all Work in accordance with Exhibit A (Statement of Work) with all Attachments thereto, Exhibit A.1 (Statement of Work for ILS SaaS Migration) with all Attachments thereto, Exhibit B (Service Level Agreement) with all Schedules thereto, and Exhibit B.1 (Service Level Agreement for ILS SaaS) with all Schedules thereto, at the applicable rates and prices specified in Exhibit C (Pricing Schedule) and Exhibit C.1 (Pricing Schedule for ILS SaaS) with all Schedules thereto.

6.1 SCOPE OF WORK

6.1.1 CONTRACTOR PERSONNEL

Contractor shall at all times ensure adequate staffing in order to provide the Work and to otherwise fulfill its obligations under this Agreement. County acknowledges and agrees that, unless otherwise specified in any Work Order, Contractor may perform Work through employees of subsidiaries under Contractor's control. Contractor represents and warrants that any Work performed by such employees of subsidiaries shall comply with the requirements of the Agreement and the Work to be provided hereunder. Contractor shall also remain liable and responsible for and the performance of Work by any such employee.

6.1.2 MAINTENANCE AND SUPPORT

Contractor shall provide to County services relating to maintenance and support of the System, including Subscription, Maintenance Services and Support Services, as provided in, and in accordance with, this Agreement, including Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS) with any Schedules thereto (hereinafter "Maintenance and Support"). Maintenance and Support obligations shall commence upon the Effective Date of the Agreement and shall continue through the term of this Agreement.

6.1.3 OPTIONAL WORK

Upon County's written request and execution of an Amendment or Change Notice, as applicable, pursuant to the terms of this Agreement, Contractor shall provide Optional Work, to be paid for using Pool Dollars, including Programming Modifications, Additional Products and Professional Services in accordance with this Paragraph at the applicable pricing terms set forth in Exhibit C (Pricing Schedule) and Exhibit C.1 (Pricing Schedule for ILS SaaS). Programming Modifications and Additional Products shall only include those products and services relating to the requirements not reflected on the Effective Date in the Specifications, including System Requirements, as determined by County's Project Director or designee.

Upon County's request and Contractor's agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit C (Pricing Schedule) and Exhibit C.1 (Pricing Schedule for ILS SaaS), including the Fixed Hourly Rate. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Work following agreement by the parties with respect to such Work Order and the Maximum Fixed Price. Upon completion by Contractor and approval by County in accordance with the terms of this Agreement of such Optional Work, Schedule C.1 (Optional Work Schedule) shall be updated accordingly to add such items of Optional Work by a Change Notice to this Agreement.

Upon completion by Contractor and Approval by County of Optional Work, (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work shall become part of and be incorporated into the System; (ii) additional Hardware shall become part of and be incorporated into the Hardware that is part of the Operating Environment; and (iii) System Requirements and Specifications shall be updated to include the new and/or updated requirements and specifications as a result of such Optional Work."

6. New Paragraphs 7.1.1 (Initial Term of Amendment No. 1) and 7.2.1 (Extended Term of Amendment No. 1) is added to Paragraph 7 (Term) of the Agreement as follows:

"7.1.1 INITIAL TERM OF AMENDMENT NO. 1

The term of Amendment No. 1 shall commence upon the Effective Date of Amendment No. 1 and shall expire five (5) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term" of Amendment No. 1).

7.2.1 EXTENDED TERM OF AMENDMENT NO. 1

At the end of the Initial Term of Amendment No. 1, County may, at its sole option, extend this Agreement for up to five (5) additional one year periods (hereinafter "Extended Term") one (1) year at a time, subject to, among others, County's right to terminate earlier for convenience, default of Contractor, non-appropriation of funds, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term of Amendment No. 1, or the Extended Term of Amendment No. 1, as applicable, the remaining option(s) shall automatically lapse.

County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term of Amendment No. 1, as applicable, County notifies in writing Contractor that it elects not to extend the Agreement pursuant to this Paragraph 7 (Term), as delegated by the Board to the Department."

7. Paragraph 8.1 (Maximum Contract Sum) of Paragraph 8 (Contract Sum and Payments) is deleted in its entirety in the Agreement and is replaced as follows:

"8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 6.4 (Approval of Work). If

County does not approve Work in writing, no payment shall be due Contractor for that Work. The Contract Sum for Amendment No. 1, including all applicable taxes, authorized by County hereunder shall not exceed **Eight Million One Hundred Nineteen Thousand and Eighty Dollars and Fifty-Six Cents (\$8,119,080.56)**, as further detailed in Exhibit C.1 (Pricing Schedule for ILS SaaS), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 5 (Changes to Agreement). The Contract Sum for the total Agreement including Amendment No. 1, is \$12,619,080.56 as detailed in Exhibit C (Pricing Schedule) and Exhibit C.1 (Pricing Schedule for ILS SaaS). The Contract Sum hereunder shall cover the authorized payments for all System components provided or maintained and supported by Contractor under the Agreement, including the License granted hereunder, Subscription, Maintenance and Support, Optional Work and any other goods and services that may be provided by Contractor to County under the Agreement.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Section 1 (County Key Personnel) in Exhibit D (Administration of Agreement)."

8. Paragraph 9.5 (Third Party Products) is deleted in its entirety in the Agreement and is replaced as follows:

"9.5 THIRD PARTY PRODUCTS

In the event Contractor provides any Third Party Product to County in connection with this Agreement, Contractor shall obtain, at Contractor's sole cost and expense, license equivalent to the license granted to County in Paragraph 9.1 (License) for County and County's agents and assigns to use the Third Party Product for County's business purposes and activities as provided in this Agreement. Contractor shall support and maintain, at no additional cost to County beyond the applicable Service Fees, all Third Party Products in accordance with the terms of this Agreement as Products.

In the event Contractor provides any Third Party Product to County in connection with this Agreement for which Contractor is obligated to ensure that County accepts and is bound by third-party terms and conditions (hereinafter "Third Party Product(s) With Independent Conditions"), the following shall apply: (a) Contractor shall specifically identify in writing all Third Party Products With Independent Conditions in Exhibit I (Third Party Product Terms), Exhibit I.1 (Third Party Product for ILS SaaS), or the applicable Work Order; (b) Contractor shall attach to Exhibit I (Third Party Product Terms), Exhibit I.1 (Third Party Product for ILS SaaS), or the applicable Work Order written copies of all third-party license agreements applicable to County; and (c) Contractor warrants that: (i) it has the

right to license any Third Party Product With Independent Conditions licensed to County under this Agreement; (ii) the Third Party Product With Independent Conditions does not, and the use of the Third Party Product With Independent Conditions by County as contemplated by this Agreement will not, infringe any intellectual property rights of any third-party; and (iii) unless specifically provided otherwise herein, County shall have no obligation to pay any third-party any fees, royalties or other payments for County's use of any Third Party Product With Independent Conditions in accordance with the terms of this Agreement. Third Party Products shall be deemed Products for the purpose of this Agreement. To the extent County has agreed to the independent conditions associated with a Third Party Product and there is a conflict between the terms of this Agreement and the independent conditions set forth in Exhibit I (Third Party Product Terms) and Exhibit I.1 (Third Party Product for ILS SaaS), the terms of this Agreement shall control to the extent permitted by law."

9. Paragraph 10.2 (Standard of Services) is deleted in its entirety in the Agreement and is replaced as follows:

"10.2 STANDARD OF SERVICES

All Services, developed Programing Modifications and other Work under the Agreement shall be provided in a professional, competent and timely manner by appropriately qualified Contractor personnel in accordance with this Agreement and consistent with Contractor's best practices. Furthermore, Contractor shall comply with the description and representations (including, but not limited to, any documentation, Specifications, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including but not limited to Exhibit A (Statement of Work) and Exhibit A.1 (Statement of Work for ILS SaaS Migration) including all attachments thereto, and Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS) including all attachments thereto.

If Contractor's Services or other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A (Statement of Work), Exhibit A.1 (Statement of Work for ILS SaaS Migration), Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS). In addition to any other remedies set forth herein, Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the System or by any other tools introduced by Contractor into the System for the purpose of performing Services or other Work under this Agreement or otherwise."

10. Paragraph 10.4 (Service Levels) is deleted in its entirety in the Agreement and is replaced as follows:

"10.4 SERVICE LEVELS

10.4.1 Contractor represents and warrants that when operated in conformance with the terms of this Agreement, the System and/or Services (as applicable) shall achieve and maintain the service levels (hereinafter "Service Levels") set forth in Exhibit B (Service Level Agreement), Exhibit B.1 (Service Level Agreement for ILS SaaS), Exhibit A (Statement of Work), Exhibit A.1 (Statement of Work for ILS SaaS Migration), and in this Agreement, as applicable. Furthermore, the service level of Maintenance and Support Services shall not degrade during the term of the Agreement.

10.4.2 Contractor further represents and warrants that the System shall meet the System performance requirements within Contractor's or any of its subcontractors' control, including but not limited to those relating to System response time and as further specified in Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS), with all attachments thereto. A System Performance Deficiency, as defined in Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS), may be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee, for the purpose of determining the applicable required Deficiency resolution time and County remedies, including Deficiency Credits."

11. Paragraph 10.5 (System Warranties) is deleted in its entirety in the Agreement and is replaced as follows:

"10.5 SYSTEM WARRANTIES

With respect to the ILS, Contractor hereby warrants to County that the Products shall be free from any and all Deficiencies during the term of the Agreement. With respect to the ILS SaaS, Contractor warrants that subscription use of the ILS SaaS, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation. All Deficiencies reported or discovered shall be corrected in accordance with Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS). During any warranty period for provision of Optional Work, Contractor shall correct all Deficiencies at no cost to County.

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement the ILS and ILS SaaS:

1. The System components are capable of interconnecting and/or interfacing with each other and County systems, either through integration or, as applicable, industry standard interface protocols, and when taken together, the System components and County Systems will be capable of delivering the functionality

needed by County to meet the applicable Specifications, System Requirements and/or Work Order requirements. The System must also be interoperable at all times during the term of this Agreement.

2. The System shall be fully compatible with the rest of the System Environment; and any enhancements or upgrades shall be backward compatible with any County browser(s) and operating system version(s) compliant with Contractor minimum required configuration.
 3. Contractor shall support the current Version Release of Products and the most recent prior two (2) Version Releases for the ILS. This would not apply to the ILS SaaS.
 4. None of the Third Party Products that may be incorporated into the System Solution require execution by County of software licenses with third parties.
 5. The System as a whole shall be capable of delivering all of the functionality and meeting all Specifications and other requirements set forth in this Agreement, including System Requirements, Specifications, Service Levels specified in Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS) and any applicable Work Order requirements."
12. Paragraph 10.12 (Remedies for Breach of Warranty) is deleted in its entirety in the Agreement and is replaced as follows:

"10.12 REMEDIES FOR BREACH OF WARRANTY

County's remedies under the Agreement for the breach of the warranties set forth herein shall include the repair or replacement by Contractor, at its own expense, of non-conforming System components and any other remedies and corrective actions afforded to County under Exhibit B (Service Level Agreement) and Exhibit B.1 (Service Level Agreement for ILS SaaS), including assessment of Deficiency Credits.

Failure by Contractor to timely perform its obligations set forth in this Paragraph 10.1.12 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 15.1 (Termination for Default)."

13. New Paragraph 13.2.3 (Information Security and Privacy Requirements for ILS SaaS) is added to Paragraph 13 (Confidentiality and Security) of the Agreement as follows:

"13.2.3 INFORMATION SECURITY AND PRIVACY REQUIREMENTS FOR ILS SAAS

For the ILS SaaS, Contractor shall also comply with the requirements set forth in Schedule B.1.1 (Information Security and Privacy Requirements) to Exhibit B.1 (Service Level Agreement for ILS SaaS).”

14. New Paragraph 64 (Compliance with County’s Women in Technology Hiring Initiative) is added to the Agreement as follows:

"64. COMPLIANCE WITH COUNTY’S WOMEN IN TECHNOLOGY HIRING INITIATIVE

At the direction of the Board, the County has established a “Women in Technology” (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov."

15. New Paragraph 65 (Compliance with Fair Chance Employment Hiring Practices) is added to the Agreement as follows:

"65. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Agreement."

16. New Paragraph 66 (Compliance with the County Policy of Equity) is added to the Agreement as follows:

"66. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

may subject the Contractor to termination of contractual agreements as well as civil liability."

17. New Paragraph 67 (Prohibition from Participation in Future Solicitation(s) is added to the Agreement as follows:

"67. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

18. New Paragraph 68 (Prohibition from Participation in Future Solicitation(s) is added to the Agreement as follows:

"68. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN AGREEMENT PROCEEDING

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County."

19. New Exhibit A.1. New Exhibit A.1 (Statement of Work for ILS SaaS Migration), and its attachments and appendixes attached to this Amendment No. 1 are hereby added to the Agreement.
20. New Exhibit B.1. New Exhibit B.1 (Service Level Agreement for ILS SaaS) and its schedules attached to this Amendment No. 1 are hereby added to the Agreement.
21. New Exhibit C.1. New Exhibit C.1 (Pricing Schedule for ILS SaaS) attached to this Amendment No. 1 is hereby added to the Agreement.
22. Exhibit D. Exhibit D (Administration of Agreement) is deleted in its entirety and is replaced by the revised Exhibit D attached to this Amendment No. 1.
23. New Exhibit I.1. New Exhibit I.1 (Third Party Product Terms for ILS SaaS) attached to this Amendment No. 1 is hereby added to the Agreement.

24. This Amendment No. 1 shall become effective as of the Effective Date of Amendment No. 1 identified in the Recitals, which is the date upon which all of the following has occurred:
 - 23.1 An authorized officer of Contractor has executed this Amendment No. 1;
 - 23.2 Los Angeles County Counsel has approved this Amendment No. 1 as to form;
 - 23.3 The Board of Supervisors has approved this Amendment No. 1 and delegated authority to the County Librarian to execute;
 - 23.5 The County Librarian has executed this Amendment No. 1.
25. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
26. Contractor and the person executing this Amendment No. 1 on behalf of Contractor represent and warrant that the person executing this Amendment No. 1 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of the Agreement, as amended by this Amendment No. 1, and that all requirements of Contractor to provide such actual authority have been fulfilled.
27. This Amendment No. 1 may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER ONE

TO
AGREEMENT NO. ILS-1701
FOR
INTEGRATED LIBRARY SYSTEM (ILS) MAINTENANCE AND SUPPORT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

COUNTY OF LOS ANGELES

**CONTRACTOR,
SIRSI CORPORATION DBA
SIRSIDYNIX**

By: _____

Skye Patrick
County Librarian

DocuSigned by:
By: Scott Worthington
BDD0DF0E60CF45B...

Scott Worthington
General Counsel

APPROVED AS TO FORM FOR THE
COUNTY OF LOS ANGELES:

DAWYN R. HARRISON
County Counsel

By: 

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT A.1

**STATEMENT OF WORK
FOR ILS SAAS MIGRATION**

1. OVERVIEW

This Agreement is amended to add the Work needed for Contractor to migrate the County from its current ILS to Contractor's ILS Software as a Service ("ILS SaaS" or "System") environment. This Exhibit A.1 (Statement of Work for ILS SaaS Migration) consists of instructions, tasks, subtasks, deliverables, goods, services and other work to be provided by Contractor as Work under the Agreement. Contractor shall continue to be responsible for Maintenance and Support services as part of Subscription services for the migrated ILS, and for any Optional Work which may be requested by County and agreed to by the parties.

As detailed herein in this Exhibit A.1 and its attachments, Contractor must provide a dedicated virtual environment which provides direct command line access to the production server. Contractor must allow County access to API functionality within the production environment. The dedicated virtual environment must include a test server and a training server for County to test new features and ILS software upgrades and conduct ongoing internal trainings.

Contractor must include a web-based interface to the ILS that allows for access to all ILS features and without installing software on every staff computer. This would not include web-based offline function or API-based Radio-Frequency Identification (RFID) options. The ILS, once successfully migrated, must be fully functional in all modern web browsers.

Contractor shall provide an ILS that includes the ability to adapt to County needs and trends. Contractor must have a vision for the future to allow for growth and incorporation of products and services that allow County to offer improved services to customers. Contractor shall demonstrate that vision during performance of the services by implementing a system that allows for incorporation of new products and services and allows County to offer improved services to customers and shall provide training to County on all such functionalities. These new products and services may include but are not limited to cloud-based and mobile services; user-centered designs and functionality; flexible integration of electronic, digital, and physical resource management; and open-source business strategies.

2. PROJECT SCOPE – ILS SAAS MIGRATION

Contractor will provide a platform migration from County's current locally hosted ILS to the ILS SaaS, in accordance with Attachment A.1.1 (ILS SaaS Migration Work).

3. ACCESS REQUIREMENTS – Intentionally Omitted.

4. VPN REQUIREMENTS

Access to Contractor Workflows client will be limited to VPN use only, in accordance with Attachment A.1.3 (VPN Requirements). Contractor shall work with County's technical contacts to setup both ends of the VPN tunnel.

5. PRODUCT LICENSES

5.1. SYMPHONY/ILS SAAS AND RELATED PRODUCT LICENSES

Under the Agreement, Contractor shall provide and/or continue to provide to County Licenses for the Products licensed under this Agreement or the Pre-Existing Agreement, including Perpetually-Licensed Products and Term-Licensed Products listed in Attachment A.1.1 (ILS SaaS Migration

Work), Appendix 2 (Software Subscription Long Description). County will notify Contractor when Licenses will be de-commissioned, and support and licensing will no longer be required.

2.2 SUBSCRIPTIONS

Under the Agreement, Contractor shall provide and/or continue to provide to County Subscriptions listed in Attachment A.1.1, (ILS SaaS Migration Work), Appendix 2 (Software Subscription Long Description). County will notify Contractor if Subscriptions will no longer be required by County.

6. SYSTEM MAINTENANCE AND SUPPORT – SYMPHONY/ILS SAAS

System Subscription, Maintenance Services, and operational Support Services shall be provided by Contractor in accordance with Exhibit B.1 (Service Level Agreement for ILS SaaS), with all schedules thereto, and the Base Agreement and shall include, but not be limited to:

- (A) Providing Updates, including, as appropriate, for Application Software, Subscriptions and Operating Software, if and when available. Unless required elsewhere in the Agreement (e.g., to maintain compliance with applicable law, etc.);
- (B) Installing such Updates, either individually or in together with other Updates, as agreed to by County;
- (C) For Product upgrades, updates, new releases, etc., including Updates for Software;
- (D) Responding to operational Support Services requests made by County;
- (E) Support for all System issues/problems, including those caused by or related to Contractor-provided System, Operating System, Database Software, Subscriptions and Software.
- (F) Support for System Software fixes, patches, etc.;
- (G) Access to knowledgeable Contractor personnel (i.e., Help Desk) who can answer questions on the use of the System or provide analysis on solutions to operational problems County may encounter during the Support Hours;

ATTACHMENT A.1.1
ILS SAAS MIGRATION WORK

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1.0 Project Summary

Contractor is providing a platform migration from County's current locally hosted Symphony Integrated Library System ("ILS") to Symphony SaaS (Software as a Service) Integrated Library System ("ILS SaaS" or "System").

1.1 Project Scope

Project Management & System Implementation

- Task 1 – Full installation and software integrations from local hosted to Symphony SaaS.
- Task 2 – Evaluation of system – Custom Consulting & Post Go-Live
- Task 3 – Transition & Maintenance Mode

The scope of this engagement includes all activities required to support the deliverables and activities described above, including:

1. Project management
2. Software installation
3. Consulting services
4. Data Migration
5. Testing
6. End user training (Part of Platinum Premier)
7. Integration with third party systems
8. Technical support
9. Ongoing maintenance

TASK 1:

2.0 Project Timeline – LOCAL TO SAAS MIGRATION

	Project Description	Project Total Duration	74 days
	Joint Contract Signed		
Section	Task-1 - Local to SaaS Migration	Resource Name	Duration
	Local to SaaS Migration Kick-Off		15 days
2.0 - 2.6	Final Review of Project Delivery, Schedule Project Schedule: <i>Note: Final determination of the timeframe to be identified within the first 15 days of project after final review and finalization.</i>	Project Manager, County	15 days
3.0.1	County Planning Stage		14 Days
	Platform Migration Checklist - Symphony SaaS	County	5 days
	Platform Migration Meeting	Product Delivery	1 day
3.0.2	Platform Migration Setup		

	Create Instance on SaaS - Symphony - Dedicated Server	SaaS Team	2 days
	Server Setup & Availability - Symphony - Dedicated Server	SaaS Team	1 day
	Setup for Embedded Oracle to Full Oracle Migration	Product Delivery	1 day
	Complete Oracle to Oracle Migration - Same OS - Test	Product Delivery	3 days
	Testing Supported by Consulting	County, Consulting	1 day
3.0.3	Platform Migration - Production		9 days
	Platform Migration Meeting	Product Delivery	1 day
	Complete Oracle to Oracle Migration - Same OS - Production	Product Delivery	3 days
	Workflow Pins Security Check - Symphony	Product Delivery	1 day
	Enable Monitoring - Symphony	SaaS	1 day
	Setup Nightly HIR - Symphony	SaaS	1 day
	Quality Check	County, Product Delivery	1 day
	SaaS Go-Live	County	1 day
3.0.4	Test System - Copy of new SaaS environment		4 days
	Create Instance on SaaS Server - Symphony Test	SaaS	1 day
	Check Server Availability - Symphony Test	SaaS	1 day
	Install - Symphony Test System	Product Delivery	1 day
	Production to Test Server Copy Over	Product Delivery	1 day
	<i>Live SaaS Milestone - 1 (60%)</i>		
4.0	Task 2 - Evaluation of System - Consulting Services	Resource Name	17 days
	Data Export and Load Into Online Interface	Data Services	1 day
	Review Consulting Services	Consultant, County	1 day
	Fit Gap Analysis - prep	Consultant	1 day
	Fit Gap Analysis - Session #1	Consultant, County	1 day
	Fit Gap Analysis - Session #2	Consultant, County	1 day
	Fit Gap Analysis - Session #3	Consultant, County	1 day
	Review Policies - Session #4	Consultant	10 days
4.0.1	Testing and Review		11 days
	Review Data	Consultant, County	1 day
	Testing Period		2 days
	Data Resolution	Data Services	1 day
	Fit Gap Analysis - Final System Configuration	Consultant, County	4 days
	Custom Work - Quality Check	Consultant, County	2 days
	Testing Signoff	County	1 day
4.0.2	Final Week Before Evaluation Transition		
	Final Data Call	Data Services Consultant, County	
	Review Data Issues Log	Consultant	
	Final Preparation for Transition	Consultant, County	

	<i>Evaluation of System - Milestone 2 – (40%)</i>		
5.0	Task 3 - Transition & Maintenance Mode		
	Transition Configuration - 50 Hours to be used in 18 months		
	Post Transition - Copy Production to Test Environment		
	Create Training Environment		
	Copy Production to Training		
	Annual Maintenance Support		

2.1 Contractor Responsibilities

The Contractor Project Manager is the County's primary point of contact for this engagement. Contractor project manager is accountable for ensuring resource availability, managing communications across project teams, monitoring project progress at the macro level against the project timeline and ensuring that the work items included in each release are appropriately developed based on the scope and requirements of the project.

The Contractor Project Manager and other key personnel shall support overall Project objectives and work effectively with the Library's Project Manager, Project team and Project Stakeholders, and shall function as the liaisons between the Library's Project Manager and Contractor on all matters relating to the Project.

While Contractor employees are located on-site, Contractor shall provide, as required, its own hardware/computer equipment and software to fully satisfy all operational requirements of the Contract. All associated costs must be included in the established pricing for this contract as no reimbursement is authorized for such items. Contractor's equipment and software must be compatible with the system and software used by the Library, including the appropriate Microsoft Office and Microsoft Project systems.

The Contractor shall continuously coordinate with the Library's Project manager. In doing so, Contractor shall maintain, and make available to Library, a detailed directory of the team and contact points, including (but not limited to) company, name, and title.

The Contractor shall coordinate implementation activities included under the various sections of the Scope of work to assure efficient and orderly completion of each part of the Project.

Contractor shall have sole responsibility to coordinate Contractor's work to meet Project requirements and to notify the Library of all conflicts that cannot be accommodated through proper coordination of the project.

Unless noted otherwise, one (1) electronic copy of all documentation shall be provided.

Contractor shall keep accurate and detailed computerized / written records of progress on the Project during all stages and maintain frequent contacts by telephone, site visits, meetings, etc., with all parties involved in the Project.

Contractor will rely on the County's Project Manager to provide all information necessary for satisfactory performance of the required tasks. SirsiDynix will direct all communication to and take direction from the County's project manager. Project meetings should be scheduled on a regular basis and will serve as a means of identifying emerging issues and reporting on progress. The initial meetings may be brief, but subsequent meetings may be longer or scheduled more often to address project priorities.

2.2 County's Responsibilities

The County will designate in writing a Project Manager, responsible for all Contractor coordination activities. The County will provide a full time Project Manager and Business Analyst for this project and access to technical personnel. The County will assign the Project Manager as primary contact and point of authorization. This single point of contact will be responsible for facilitating all communications between County and Contractor. The timeliness of communication and review will directly affect Contractor's ability to meet agreed upon schedule deadlines. All project deliverables must be signed-off within County's standard business processes and according to project plan. Payment process for undisputed invoices will conform to County's standard business practice which is generally 30 days. In the event it extends beyond 30 days, County will notify Contractor when payment will be remitted. The County Project Manager and project team will be responsible for contributing to and reviewing Weekly Progress Reports, reporting Project Issues, and updating the Project Plan.

The County will make available the necessary technical, business, testing and training personnel to support the deployment throughout the project. Failure to provide personnel in a timely manner, as defined in the approved Project Management Plan (deliverable milestone 1), may cause delays in delivery of the solution.

County leadership will continue to support the project with the necessary resources and commitment to transition and change that this project will entail; County will provide needed departmental liaisons and access as needed.

The County will be responsible for ensuring that all discovery, discussion, workshop and training sessions are attended by County personnel, as scheduled.

2.3 Project Status Reporting

The Contractor Project Manager and the Library Project Manager will agree on a template in order to provide project status to the project sponsorship. The communication plan will reflect the timing, the attendance list, the medium for the meeting, and roles for the status meeting. Contractor will facilitate the status meetings throughout the project.

Project status meetings will be held on a regular basis, as scheduled, and agreed upon in the approved project plan. This helps ensure that all project staff are up to date on the current project status, possible issues and risks, and planned activities in the coming weeks and months. Contractor recommends weekly progress meetings during implementation phase and monthly calls ongoing during operations.

The project management team attends this meeting along with various staff from both teams who are involved in that week's activities. This meeting generally lasts no longer than one hour and gives an overview of the week's accomplishments and challenges. It also discusses strategies and plans for the

following week. Contractor will review and follow up on issues and action items from the previously held meeting. In addition to monitoring project performance, this meeting facilitates the identification and monitoring of project risks, which is the most effective way to keep a project on schedule.

2.4 Coordination Meetings

There may be need of either Library or Contractor to call for a Coordination Meeting for the following reason: The subject of the meeting will be an item or event under their control, or it will be one under the control of others with which the Library and/or Contractor must coordinate.

2.4.1 Special Progress Reports

When an event of unusual and significant nature occurs at the site, a report will be generated to inform the stakeholders of the event and its significance to the project. When such events are known or predictable in advance, the event will be identified as a risk and analyzed for its affect to the project. The Risk Register is used to monitor and evaluate the risks to the project.

2.5 Project Management Plan (PMP) Documentation

Within fifteen (15) calendar days after execution of the Project kickoff meeting, a project management plan (PMP) will be reviewed by the County project management team. The PMP fully describes the Project, and Risk requirements for executing the work planned for each phase of the Project. It provides a comprehensive plan for assisting County to control, direct, coordinate and evaluate the work performed during each Project task. Within ten (10) calendar days after receiving the Draft Project Management Plan, County will hold review sessions providing feedback to Contractor.

As a minimum, the PMP shall include the following:

1. Project Characteristics described in general terms that reflect the requirements of County
2. Project Schedule
3. Project Organization

The Project Schedule (Section 2.0) defines the sequence of events for the project. Contractor is solely responsible for the scheduling of the contract Scope of Work. The County’s Project Manager will review and approve the final tasks that appear in Contractor’s Project Schedule. The level of detail shall be satisfactory to the County. The Project Schedule begins on the day after the Effective Date of Amendment No. 1 and concludes with the date of closure of the project.

2.6 Deliverable Ownership

The following table identifies the roles and responsibilities associated with Documentation and delivery of required deliverables services. The table attempts to define the lead role, but it is expected that both Contractor and the County will work collaboratively to develop the documentation. An “L” Lead (develop core document), “R” Review, “S” Support, or “A” Approve is placed in the column under the party that will be responsible for performing the task.

Deliverables	Contractor County	
Project Kick-Off – Meeting	L	A

Project Management Plan – Schedule, Timeline, Communication & Risk	L	S
Application hardware and system software requirements documentation	L	S
Data conversion Mapping Files	L	R
Weekly Progress Report – Meeting Minutes	L	R
Application hardware and system software requirements documentation	L	S
Fit Gap Profiling Analysis	L	S
User Acceptance Testing Plans and Schedule	L	S
User Acceptance Testing documentation	L	S
User Acceptance Testing Scripts	A	L
Weekly Progress Report – Risk and Issues Logs	L	A
As-Is Process Documentation	L	A
Project Acceptance and Closure	L	A
Service Level Agreement	L	A
Monthly Progress Reports – Narrative Report	L	A
Monthly Progress Reports – Progress Schedule	L	S, A
Test schedule	L	R
Documentation of test results	S	L
On-Going Training (Platinum Priemer Services)		
Distribution of Training Material to all end users		

3.0 Implementation Overview

Contractor has completed more ILS conversions than any other major library software vendor. Contractor staff manages well over 1,000 implementation projects every year.

SirsiDynix Implementation Team

Contractor is made up of carefully chosen and highly qualified full-time employees who are dedicated to serving the needs of County. Contractor staff includes experienced librarians, technical support, and research and development personnel. The Contractor implementation/installation team is composed of:

Project Manager: This is County's primary point of contact during the Migration to SaaS and review of Implementation business rules/policies and configuration. County works with Contractor's Project Manager to plan, schedule, and interface with other departments.

Data Services: This team converts and transfers County's library data into the new System. The Data Services team will also extract current business rules and policies and load them into a profiling online tool.

Consulting: The Consulting team works with County to set up County's review of County's business rules/policies. The Consultants will also guide the site on how to roll out extensive changes to existing rules/policies.

Product Delivery: This team works with County to make sure County's hardware, networking, and operating systems are fully functional.

The Project Manager and any other required staff are available for meetings and discussions with County staff and can be contacted via email at any point.

Project Implementation

The migration and implementation timetable are normally worked out by mutual agreement between the Contractor Project Manager and the County's system administrator. Contractor will provide a detailed schedule with specific dates for each necessary project activity within fifteen (15) days of contract execution for Amendment No. 1.

Following the Effective Date of Amendment No. 1, the County is assigned a Contractor Project Manager. The Project Manager works with County's system administrator to keep County informed and on schedule through each phase of the migration and implementation.

The Contractor's Project Manager performs the following:

- Organizes internal meetings with appropriate Contractor staff to kick off County's implementation project.
- Sends the project launch literature and related materials to County and arranges an initial call to gather basic information and plan County's schedule.
- Coordinates with County's project team.
- Acts as County's primary Contractor contact during the implementation.
- Guides County through the data mapping process.
- Ensures proper resources are available to meet critical milestones of County's schedule.
- Reports to County weekly via phone with status reports to keep everyone apprised of project progress.
- Brings necessary Contractor staff into the project at appropriate times.
- Performs quality control checks at critical intervals in County's project.
- Assists County with the transition from the implementation phase to Client Care

In the beginning phases of each implementation project, Contractor team members hold meetings with the County to confirm specifications and discuss the migration process.

During initial meetings, the general structure of the project is explained to the County and broad timescales agreed upon. The project manager then works with the County and Contractor's global scheduling team to apply dates to every individual task. The final agreed schedule is then sent to the County. Where changes to the plan are subsequently required, they are again coordinated by the Project Manager with the County and scheduling team.

The above communication activities are tracked by the Contractor Project Manager via internal project planning software. This allows the Director of Project Management and Vice President of Professional Services to review the status and progress of each project on a weekly basis.

Success is determined by monitoring the completion of these activities in a timely manner via project reviews in weekly staff meetings and through individual PM status updates. If these activities are not completed successfully, resources are re-allocated to correct this.

Surveys are also sent to the County. If project communication is not satisfactory to the County, the Contractor's Management Team investigates further to rectify as needed.

Business Rules / Policy Review

Contractor's Consulting Services will conduct a full System policy review using the Contractor's Policy Profiling Tool. Over a series of sessions, the Consultant will guide the library through analysis of their current business rules / policies.

In depth conversations will be held when considering the impact of policy decisions on the system and carefully

weighing the pros and cons of each choice.

This process includes training on the various policies and their implications.

If any discussions result in the possibility of extensive changes to data within System, the County can discuss with their SureSailing Consultant the best process for implementing the changes incrementally lessening the impact on staff and patrons.

Final System Configuration

Contractor's Consulting Services will conduct a full Final System Configuration which includes the following topics. The sessions are held over 4 days. This service will provide the library with a good understanding of what Contractor's Consulting Services provides to new customers first implementing the System.

- Properties & Staff Logins
- Cataloging Configuration
- Notice Reports & other critical reports

3.0.1 County Planning Stage



- Platform Migration Checklist - Symphony SaaS
 - Inventory WorkFlows clients and hardware devices in the field which will require an IP/DNS update on the day of go live
 - Identify staff to make needed update IP addresses in those devices at each location on the day of go live
 - Determine if the Contractor's backup strategy is right for County or plan backup procedures for the new hardware (not applicable for SaaS migrations)
 - Ensure current ILS server has enough accessible disk space to make a backup of the current ILS application tree (/sirsi/Unicorn or d:\sirsidynix\Unicorn) and a copy of the current database.
- Platform Migration Meeting
 - Plan DNS and IP updates within the libraries network and web infrastructure

- Plan network security for the new hardware (determine whether VPN configuration will be needed for SaaS migration)
- Plan communication with staff and patrons during the migration downtime or limited functionality (Symphony Bridge)
- If the County plans to use the Symphony Bridge process to limit public services downtime, plans for technical services staff activities should be made for the 2–3-day production migration.

3.0.2 Platform Migration Setup

Platform Migration Setup

- Create Instance on SaaS - Symphony - Dedicated Server
- Server Setup & Availability - Symphony - Dedicated Server
- Setup for Embedded Oracle to Full Oracle Migration
- Complete Embedded to Oracle to Full Oracle Migration - Same OS – Test
- Testing Supported by Consulting
 - Contractor connects to the County’s current ILS server via ssh (Unix/Linux) or Remote Desktop/Logmein123 (Windows) to confirm approved remote connectivity is in place before the migration begins.
 - Contractor connects to the County’s new ILS server via ssh (Unix/Linux/SaaS) or Remote Desktop/Logmein123 (Windows) to confirm the server is staged according to the Contractor’s server specifications.
 - Contractor transfers Symphony application files to the new ILS server.
 - Contractor configures a Symphony application template for use during the migration.
 - Contractor installs and configures the new database engine (Oracle for SaaS).
 - Contractor transfers the application files between the libraries current ILS server and the new ILS server (or SaaS Cloud Hardware) to test transfer rates.
 - These processes above do not require downtime on the County’s current ILS server.

County Network Configuration

- (SaaS) The Contractor’s SaaS team will work with the network administrator at the County to configure and test VPN connectivity.

**Please refer to Contractor’s Remote Access Requirements for approved security access methods.

3.0.3 Platform Migration – Production

Production Migration – Production

- Platform Migration Meeting
- Complete Embedded Oracle to Full Oracle Migration - Same OS – Production
- Workflow Pins Security Check – Symphony
- Setup Nightly HIR – Symphony
- Quality Control

- Contractor compares counts for each table migrated to the new ILS server.
- Contractor reviews each export and import report to ensure all records are processed.
- Contractor has tools to check the database integrity following the platform migration.
- The County will be given a period of time (typically 2-3 hours) to perform quality control activities replicating key activities performed by each functional department within their organization.
 - With the exception of Unicode conversions, the County's day to day activities will not change therefore there are no training needs for a platform migration.
- SaaS Go-Live
 - County sends out any prepared messages to staff or patrons related to the limited activities during the migration time.
 - Contractor halts all services on the current ILS server as early as possible the morning the migration begins.
 - The County will remain down while the application tree and database files are duplicated on the current production server.
 - Contractor will setup the Symphony Bridge process which will limit libraries activities to current circulation functions.
 - This process typically takes 3-4 hours the morning the migration begins. Many times, much of this time transpires before the County typically opens for the day.
 - Upon setup of the Symphony Bridge process, Contractor starts all Symphony services on the County's current ILS server.
 - The Contractor Project Manager will notify the County when County may begin public services on County's current ILS server following reconfiguration.
 - Contractor exports the backup of the current database to text files.
 - For current Oracle customers, it may be more efficient for Contractor to use Oracle tools for this step.
 - Contractor transfers the database export and the backup copy of the current ILS Application tree to the new Application Server.
 - Contractor merges the backup of the application with the new install performed on the new ILS server.
 - If the County has purchased a Unicode migration, a conversion tool is executed to convert the character set of each database backup file. In addition, Contractor will use conversion tools to convert applicable application files from an Ansel to Unicode.
 - Contractor imports all exported data files into the Database engine installed on the new ILS server.
 - If the County has full site licenses for Oracle and it is installed on a remote server, Contractor will work with the County to execute the import into the remote Oracle database.
 - Contractor uses Oracle Data Pump (expdp/impdp), Oracle Import (imp), Oracle SQL loader (sqlldr) and MSSQL bcp based on the migration being performed.
 - Contractor halts all services on the current ILS server after closing on the last day of the migration.
 - Contractor disables the Symphony application the current ILS server.
 - Contractor extracts all circulation activities that have been performed on the County's current ILS server during the Symphony Bridge process.

- Contractor transfers and loads all circulation activities on the new ILS server sync'ing the activities on the new production server before going live.
- Contractor informs the County all activities are complete.
- The County's network team will begin working with all branches to update IP addresses and DNS (if applicable) throughout the networked devices (WorkFlows, SIP devices, RFID devices, etc.)
- The County updates website messages and redirects to the new ILS server.

** If the County does not utilize the Symphony Bridge process, the current Symphony application will be unavailable for the duration of the migration.

** Also, Symphony Bridge does require the County to be migrating to a new ILS server. Migrations, where the County is switching database Engines or Character Sets on the same hardware, are not able to use the Symphony Bridge process.

3.0.4 Test System – Copy of New SaaS Environment

- Create Instance on SaaS Server - Symphony Test
- Check Server Availability - Symphony Test
- Install - Symphony Test System
- Production to Test Server Copy Over
 - Contractor exports the current Oracle database text files.
 - For current Oracle customers, it may be more efficient for Contractor to use Oracle tools for this step.
 - Contractor transfers the database export and a backup copy of the current ILS Application tree to the new Application Server.
 - Contractor merges the backup of the application with the new install performed on the new ILS server.
 - If the County has purchased a Unicode migration, a conversion tool is executed to convert the character set of each database backup file. In addition, Contractor will use conversion tools to convert applicable application files from an Ansel to Unicode.
 - Contractor imports all exported data files into the database engine installed on the new ILS server.
 - If the County has full site licenses for Oracle and it is installed on a remote server, Contractor will work with the County to execute the import into the remote Oracle database.
 - Contractor uses Oracle Data Pump (expdp/impdp), Oracle Import (imp), Oracle SQL loader (sqlldr) and MSSQL bcp based on the migration being performed.
- Quality Control
 - Contractor compares counts for each table migrated to the new ILS server.
 - Contractor reviews each export and import report to ensure all records are processed.
 - Contractor has tools to check the database integrity following the platform migration.

- The County will be given a period of time (typically 2-3 hours) to perform quality control activities replicating key activities performed by each functional department within their organization.
 - With the exception of Unicode conversions, the County's day to day activities will not change therefore there are no training needs for a platform migration.

TASK 2:

4.0 Evaluation of System – Consulting Services

- Data Export and Load Into Online Interface
- Review Consulting Services
- Fit Gap Analysis – Prep

- Fit Gap Analysis Session #1
 - Contractor Consulting Services will conduct a full Symphony policy review using the Contractor's Policy Fit Gap Profiling Tool. Over a series of sessions, the Consultant will guide the County through analysis of their current business rules / policies.
 - In depth conversations will be held when considering the impact of policy decisions on the system and carefully weighing the pros and cons of each choice.
 - This process includes training on the various policies and their implications.
 - If any discussions result in the possibility of extensive changes to data within Symphony, the site can discuss with their SureSailing Consultant the best process for implementing the changes incrementally lessening the impact on staff and patrons.
- Fit Gap Analysis Session #2
 - Platform Migration – Consultant will assist the County with reviewing and testing the data after the test platform migration.
- Fit Gap Analysis Session #3
 - Contractor Consulting Services will conduct a full Symphony Final System Config which includes the following topics. The sessions are held over 4 days. This service will provide the County with a good understanding of what Contractor Consulting Services provides to new customers first implementing Symphony.
 - Properties & Staff Logins
 - Cataloging Configuration
 - Notice Reports & other critical reports
- Fit Gap Analysis Session #4
 - Review (Existing) Custom Work – Contractor Consulting Services will review custom work to identify any issues with custom work that would obviously cause errors post migration, e.g., hard-coded directory paths. This includes the following custom work:
 - Symphony Custom Reports
 - CGI-Scripts (e-payments)
 - Cronjob Scripts

The Consultant will be available for a round of testing post migration of financial integration and other critical custom work. The Consultant will resolve any issues that arise due to the migration.

Limits

Valid for a period of 90 calendar days from the date recorded above.

(Locally hosted systems only) Remote access complying with [Contractor's access requirements](#) is a prerequisite.

Custom work is guaranteed to work only with the version of software installed on the customer's system at delivery.

A limited testing period of 30 working days applies to all custom work.

Please see the [Contractor Professional Services Custom Work Terms & Conditions](#) for full details, including exceptions.

Data Protection

Contractor respects County's data. Contractor may receive or extract user data from County's system as part of this project. Contractor will discard all copies of any such data no later than the end of the 30 day testing period. This includes:

- User data sent by County in email attachments.
- Copies of user data on the consultants' PCs, including networked drives.
- Copies of user data on County's and Contractor servers.

It remains County's responsibility to manage the data that appears in finished reports.

4.0.1 Testing & Review

The County may report any issues where the latest implementation documentation was not followed, for a period of 90 days from the Go Live Date. After 90 days, issue resolution may require consulting time.

Items County wish to consider as part of the scope of County's acceptance testing include:

- Review Data
- Testing Period
- Data Resolution
- Fit Gap Analysis - Final System Configuration
- Custom Work - Quality Check
- Testing Signoff
 - Testing access to all appropriate County data from both staff clients and public clients
 - Testing of connectivity
 - Testing of data integrity
 - Testing of accessing and importing records
 - Testing access to the County's data using Z39.50 by other libraries
 - Testing EDI
 - Testing of required functionality
 - Testing of reports
 - Testing output to all printers
 - Testing input from reader pads
 - Testing standalone circulation

4.0.2 Final Week Before Evaluation Transition

- Final Data Call
- Review Data Issues Log
- Final Preparation for Transition

TASK 3:

5.0 Transition & Maintenance Mode

- Transition Configuration & Consulting – 50 credits to be used for any modifications determined in the policy profiling.
 - To be used in 18 months.
 - Testing access to all appropriate County data from both staff clients and public clients
- Production to Test Server Additional Copy Over
 - The Test System installation includes installation of Full Oracle and creating a duplicate copy of the current production system. This offering is for current or new SaaS customers only at no charge performed by Contractor.
 - Requires no downtime and not required immediately.
- Create Training Environment
- Production to Training Server Copy Over

6.0 Warranty and Security Considerations

Contractor provides SLA to the County prior to Go-live. The SLA will be completed and signed at the earliest opportunity during the project.

Contractor provides access to technical experts for as long as the software is licensed.
Contractor's Customer Support team provides support beginning with go-live.

When a call or email is received one of Contractor's staff is available to assist County Mon-Fri with Critical Care available 24x7x365.

Customers have the ability to email and/or call the customer support team. A call or email from a customer initiates the process for handling and prioritizing potential issues. Customer support representatives will document the issue and create a ticket. Customer support representatives are well-trained in the software and make every effort to resolve the issue/questions at the initial point of contact. If support representatives are unable to resolve the issue, the ticket is escalated to a Support Supervisor for review with a Software Engineers. Upon investigating, the Contractor Product Manager may be able to resolve the issue on the spot, in which case she will alert customer support of the resolution, and a support representative will contact the user letting them know the issue has been resolved. If the Contractor Product Manager cannot resolve the issue and it is determined that a development change is needed, the requests (and related system changes) are handled and prioritized in a backlog of development changes.

Contractor warrants that the Software will function substantially in accordance with its Documentation. As the County's sole exclusive remedy for breach of this warranty, Contractor will, at its option, fix the defective Software. Contractor will not be responsible for any breach of warranty under conditions of modification by the County, End User or a third party, or if the Software has been misused, or damaged; or any malfunctioning of the Software caused by hardware or network configuration or malfunctioning or by third party Software or services.

Contractor fully understands the requirement for properly storing, securing, and guaranteeing critical data and applications are always accessible. With that in mind, Contractor has developed a comprehensive data governance plan which outlines organizational policies and standards regarding data security and individual privacy protection.

7.0 Project Assumptions/Risks

Based on the current knowledge of the project, the project assumptions are listed below. If an assumption is invalidated at a later date, the activities and estimates may need to be adjusted accordingly as mutually agreed to by the parties:

1. Contractor assumes the County will have the proper resources to implement the software.
2. Contractor assumes all costs and work have been identified in this SOW.
3. Any additional cost or work required for this project will be identified and requested through a Change Request process.
4. All equipment needed to run the software is identified or known to be available at the County at this time.

Known risks identified with this project have been included below. A plan will be put into place to mitigate the impact of each risk to the project.

1. Current process As-Is documentation details not enough to understand differences in software future state.
2. Integration scope is altered and extended causing go-live issues.
3. Test plans not detailed enough to handle all business needs.
4. Equipment needed to run the software is not identified or available at the County.
5. The County availability for User Acceptance testing.
6. The County organizational change management not thorough enough to gain acceptance of new software.

APPENDIX 1: Implementation Services Deliverables

Data Services (CONVERSION & MIGRATION)

Symphony Oracle to Oracle Platform Migration (remote)

Symphony Test Oracle to Oracle Platform Migration (remote)

Product Delivery

BLUEcloud Analytics Private Intelligence Server Installation

A new BLUEcloud Analytics (BCA) Shield agent will be installed on the ILS server, and data extraction will be completed. A BCA MicroStrategy project is then created, and MicroStrategy data cubes are published. BCA user logins are created and configured, followed by Quality Check on the new BCA instance. Finally, customer records are updated.

SaaS Dedicated Virtual Environment Setup

Setup and configuration of a SaaS Dedicated Virtual Environment

Symphony Oracle to Oracle Platform Migration, (remote)

Migration includes installation of Oracle and migration of existing ILS software, configuration and data as exists on current system. In addition, all configurations necessary for Unicode are performed.

Symphony SaaS Test System Installation

The Test System installation includes installation of Oracle (if applicable) and creating a duplicate copy of the current production system. This offering is for current or new SaaS customers only.

Symphony Test System - Additional Production to Test Server Copy

Includes an additional production to test server copy over performed by Contractor. Must have purchased a Test System Software Installation. Price is per copy over.

Symphony SaaS Training System Installation

The Training System installation includes installation of Oracle (if applicable) and creating a duplicate copy of the current production system.

Symphony Training System – Production to Training Server Copy

SirsiDynix SymphonyWeb Installation for One Production Instance

Building of a dedicated web server environment which includes the installation of software components necessary for securing and optimizing the transactions. Included in the installation is the configuration of the software in setting up the proper hosts, ports and user properties for one Symphony catalog server instance.

SirsiDynix Symphony SaaS VPN Connection Initial Service Setup

Services cover working with the site technical contact to setup both ends of the VPN tunnel.

- schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

APPENDIX 2: Software Subscription - Long Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Statement of Work (SOW).

SymphonyWeb Core Package *SaaS hosted environment includes Cataloging, Circulation, and Public Access modules.* Additional functions include: an Oracle license, a Z39.50 server, Authority Control, Backup Circulation, and Reports. Authority Control: Links authority- controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. SirsiDynix Symphony complies with Bath Profile release. SirsiDynix Symphony complies with Z39.50, provides broadcast searching as a standard.

SirsiDynix SaaS Hosting

SirsiDynix hosting for ILS software subscriptions, Includes:

- **Reduced Hardware Costs.** All server resources are managed by SirsiDynix, including CPU, memory, disk, server-side networking, etc. All-inclusive resources – no back-office capital expenses for servers, networking, performance, and disk storage.
- **Dedicated Server Capacity, and no additional cost for Server upgrades.** If more performance is required based on usage or SirsiDynix software enhancements, servers will be upgraded or replaced.
- **Enterprise-class SAN storage.**
- **System Reliability and Redundant Server Components.** All production SaaS server components are redundant, CPU, memory, disks, and networking cards—ensuring system reliability.
- **High bandwidth internet capacity and Commercial VPNs,** including redundant uplinks to multiple Tier-1 and Tier-2 internet providers
- **Enterprise-class backup and recovery.** For all our SaaS solutions we perform daily backups of every application server, using standard full and incremental backup strategy.
- **Proactive System Management and Predictive Component Monitoring.** SirsiDynix uses a number of applications to monitor our hosted operations. These products are in place around the world and proactively monitor and alert SaaS engineers to variances in performance and availability ensuring Customer systems are available around the clock.
- **Aggressive Security Management Features.** Systems are actively monitored for security and regularly patched to the latest OS security and stability releases. All systems are protected via enterprise class firewalls and other security devices.
- **Virtualization and partitioning.**
- **Scalable Database Architecture for Added Flexibility.** All systems are licensed for and implemented on Oracle RDBMS.
- **Full Functionality.** Full range of software solutions hosted for all types and sizes of libraries which include the full range of SirsiDynix modules.
- **First class customer service.** All sites receive 24 x 7 Critical Care support.
- **Upgrades that meet the Library's timeline.** SirsiDynix software upgrades are scheduled by the site but performed by SirsiDynix Administrators.

SaaS Dedicated Virtual Environment

A dedicated virtual environment which provides direct command line access to the production server. Access to the command line is granted via the sirsi user and no root access is allowed. This is typically used to allow customers access to API functionality within the production environment.

Symphony SaaS Acquisitions Software

Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, & processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together.

Symphony SaaS 9xx / EDI for Acquisitions

9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems.

SaaS Vendor Integration Protocol Software (VIP)

VIP uses web services to connect to databases of participating book vendors (currently supports: Ingram, Baker & Taylor, BWI and ULS) to check item availability, and begin order creation.

SaaS Serials Software

Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Acquisitions. As the County receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

BLUEcloud Analytics Platform Pro, Annual Subscription (Advanced statistical and graphical reporting)

The BLUEcloud Analytics Platform provides a web- based, cloud-hosted suite of data-mining and OLAP tools with the following functionality: • *Unique view of data warehouse for analysis of County's institution, collections, and users* • Supports advanced and predictive analysis to establish trends and patterns • Presentations for effectively communicating to boards and administrators • *Drill anywhere capabilities, users can view summary-to-detail-level data* • Robust security, flexible information distribution/collaboration, and easy self-service analysis • Ability to print, download, and e-mail data and graphs in a variety of formats (Microsoft Excel® and PowerPoint®) This Pro package provides 5 years of transaction data, unlimited Reporter accounts, unlimited Creator account, 250MB of Custom Data Storage and 15 Premium Feature Credits. These Credits expire at the end of each subscription year.

MobileStaff, Annual Subscription

MobileStaff enables County's staff to work wherever they are, with or without a data connection. Features include: Mobile circulation. Perform common tasks like check-ins, checkouts and renewals. *Register new users by scanning driver's license* (selected regions only) or by manually entering user information.

- Flexible inventory. Integrates with *Bluetooth scanners to make taking inventory* faster and easier. *Efficient shelving*. Provides real-time lists of candidates for weeding and items needed to fill holds. MobileStaff lists include filters designed specifically for County staff.

SmartPort Unlimited Users

SirsiDynix Symphony SmartPort Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to County's own database. An unlimited number of SmartPort Z39.50 copy cataloging user licenses are included.

BLUEcloud Analytics Private Intelligence Server, Annual Subscription

An add on to BLUEcloud Analytics that provides dedicated resources for subscribing customers along with the ability to use templates to limit access to PII in consortia settings.

Symphony NCIP Software Interface Per Certified Vendor

SirsiDynix Certified Solutions Providers offer *NCIP-certified products* to Contractor's customers. Contractor certifies that their products are compliant.

Symphony Universal SIP2 (Unlimited Licensing)

SirsiDynix Certified Solutions Providers offer SIP2-certified products to Contractor's customers. Contractor certifies that their products are compliant. This interface price encompasses all Contractor Certified SIP2 vendors. *ALL of County's known vendors* are certified with Contractor covered under this solution. *If at any point the County wishes to add a SIP2 licenses, this is free of charge via Contractor technical support.*

Debt Collection Agency Interface, 90-DAY TRIAL

If the Trial is not canceled before the 90-day Trial period expires 4/30/2024 Contractor will automatically bill the for the full amount of the quote. Services fees will still be invoiced if Trial is canceled.

SirsiDynix Symphony SaaS Debt Collection Agency Interface

SirsiDynix Symphony Debt Collection Agency Interface includes debt collection reports that output information on overdue fines, bills, and referral fees. This interfaces directly with Unique Management.

SaaS Test / Training System

Contractor will provide 3 *licensed environments that can be assigned as Library requires*. Typically, these environments are test, training and production. A Symphony Test / Training System can be loaded with generic policies and data so County can test policy changes before initiating changes to the production server. County can test upgrades/updates prior to applying those to the production server, and/or use the test system for on-going training of staff and new staff. Test file customization and global changes will not affect County's catalog and database. Recommended server specifications have been provided.

Unicode Server Extension

SirsiDynix Symphony Unicode Server Extension enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. In addition, library users accessing County's electronic library can search, store, and retrieve Unicode-based international character sets as well.

Unicode Server Extension Test / Training System

Our SirsiDynix Unicode Server Extension Test System enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. This license enables County to test policy changes and configurations before applying the changes to County's Unicode-compliant production system.

Symphony SaaS VPN Subscription

Contractor SaaS offers four types of solutions to secure the traffic between the County and Contractor's

hosted server. These options can be used in various combinations to provide a suitable solution for the County. A very important step in this is a detailed discussion of network topology between Contractor SaaS network engineers and Customer network personnel. This step should be performed before Contractor quotes are finalized.

- Stunnel

- o Stunnel is an open-source application that acts as a proxy service to add TLS encryption to the Workflows desktop client and SIP2 (self-issue kiosk) traffic.

- o This solution requires that the Stunnel client be installed on the staff PC or kiosk to establish an encrypted connection to the Contractor SaaS network.

- o This solution is generally the most reliable, the easiest to maintain long-term, and the most practical.

- Site-to-Site VPN

- o This is a network-to-network tunnel that encrypts all traffic between the customer firewall and the SirsiDynix SaaS firewall. Contractor supports both single tunnels and multiple tunnel configurations. Site-to-Site tunnels are built with the IKEv2 methodology. Various cryptographic suites are available to choose from. For this option, Contractor will work with County's IT organization and/or network representatives to establish a VPN tunnel from County's networks to SaaS. In the event that County's network topology is complex and requires additional tunnels, or large numbers of user licenses, then additional charges may apply.

- Software Client VPN

- o This requires a software client install on the staff user workstation which encrypts the traffic from the workstation all the way to the Contractor firewall.

- o This client is for Windows PCs only.

- VPN Net Extender

- o This is a lightweight VPN tunnel built on the SSL protocol and is not as intrusive to customer networks as IPSec tunneling. It can be implemented with a browser or with a lightweight client software. This method also supports mobile data devices.

- o The use of this product involves additional "per client" charges and is not included as part of the standard VPN Subscription.

- Caveats

- o Updating of the associated client software is the customers responsibility.

- o Software Client VPN use is allowed in addition to the site-to-site VPN option at no additional charge. It is useful for off-network or roaming users, bookmobiles, etc.

- o Contractor cannot provide technical support for the customer end of a VPN tunnel configuration. It is the customer's responsibility to obtain proper technical support for a VPN solution from their in-house IT, upstream network providers, and/or third-party consulting services.
- o There are practical limits to the number of software VPN client and SSL/VPN sessions that Contractor can support per customer. Please discuss these with Contractor SaaS technical personnel.
- o Role-based VPN Client accounts are supported for Circulation desks only. All other users must use a unique authentication credential
- o The software VPN clients supported by Contractor firewalls is documented in the Contractor VPN PowerPoint available from County's Sales representative. Contractor cannot support any of the Cisco VPN software clients, as they use a proprietary protocol.
- o VPN client support for MAC users is not supported
- o SSL/VPN requires single-session unique user credentials for all accounts or Contractor will not authenticate VPN against any 3rd party or customer authentication service.
 - Additional Information
- o Public access to Symphony Workflows is prevented at the firewall. Symphony Workflows access will be firewalled and only available via one of the secure methods mentioned above.
- o Firewall whitelisting to customer specified public IP address ranges can be accommodated should a suitable secure solution not be found.
- o Public access to County's catalog is not affected by the VPN unless County requires it for a private/proprietary catalog.

Enterprise Discovery (OPAC)

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their *collections more searchable and discoverable* than ever before. Capitalizing on *fuzzy search logic* technology never before available to libraries, SirsiDynix Enterprise delivers leading- edge *faceted search capabilities, simplified search* interfaces, and much more.

Web Services, Basic for SirsiDynix Enterprise

Web services is used by Enterprise to communicate with the ILS. This includes, but not limited to, My Account information, Real-time Availability Check (RTAC), and other functions.

SirsiDynix eResource Central Gateway Services Software, Annual Subscription

The ERC Gateway seamlessly integrates up to 17 certified vendors. eResource Central Gateway Services provides eBook, Audio, etc. integration which allows libraries to provide seamless access to all library resources via a single user interface.

SirsiDynix eRC Connector for Overdrive Magazines Software, Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of Overdrive Magazines through Enterprise Discovery.

SirsiDynix eRC Connector for OverDrive Software, Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one OverDrive main account through SirsiDynix Enterprise Discovery OPAC.

SirsiDynix eRC Connector for Freegal Software, Annual Subscription Provides access through SirsiDynix eResource Central Gateway Services to the approved content to be discovered seamlessly

within Enterprise Discovery.

SirsiDynix eRC Connector for Web Services Connector for Hoopla Software, Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content to be discovered seamlessly within Enterprise Discovery.

Web Services Connector for OverDrive, Annual Subscription

The SirsiDynix Web Services Connector allows the library to interface with the OverDrive third party vendor product. The library's web services instance will have the vendor clientID installed by SirsiDynix. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

Web Services Gateway for 3rd Party Apps, Annual Subscription

The SirsiDynix Web Services Gateway allows the library to purchase a connector from a certified 3rd Party to connect to their services. The 3rd party will be required to complete a non-disclosure agreement with SirsiDynix.

Web Services SDK for Libraries Internal Use, Annual Subscription

The SirsiDynix Web Services SDK internal license allows:

1. Library staff or contracted employees to develop its own applications to interface with SirsiDynix systems through this instance of web services.
2. Develop its own applications to interface with SirsiDynix systems with the assistance of a third party or subcontractor.

The library is responsible for their own agreements with their sub-contractor that upholds the agreement that the library has with SirsiDynix regarding these web services. Any application source code will be owned by the library. The web services should be installed by the library by downloading from the Customer Support Portal, and the license will be generated and installed by SirsiDynix to allow access to the SDK documentation. SirsiDynix may install the instance of web services for an additional fee.

Syndetics Unbound Base Package, Annual Subscription

Syndetics Unbound Base Package - Syndetics and LibraryThing Elements including:

Cover Images, Upgraded Cover Images, Summaries, Author Info, Reading Levels, Video Games, Tag Cloud, Book Profiles, Series, Video and Music, Awards, First Chapter/Excerpts, TOCs, Professional Reviews (NYT Full Text, Publisher's Weekly, Library Journal, School Library Journal, HornBook, BookList, Choice, Kirkus, BookSeller + Publisher, Guardian), Patron Reviews, Recommendations, Other Editions, Lists (Bestseller, Media Mention, Citations, LT User Lists, Librarian Lists, Genre), Shelf Browse, and Book Display Widget

Syndetics Unbound Services

Enriched Content Code Installation

Enriched Content Element Installation

APPENDIX 3: Platinum Premier Services

Platinum Premier

20% off ALL qualifying future services purchases Training

- Unlimited access to online eLearning training courses for 50 users
- Web access to customizable electronic training documentation
- Five distance group training or consulting courses

Best Practices and Custom Consulting

- Annual review and account planning
- 20 custom consulting hours: Global database changes, Web Services assistance, Enterprise Customization, Symphony Custom Reports, Search Index changes, Database Analysis or integration with Third Party Vendors
- SureSailing monthly - Regularly scheduled two-hour calls with a senior consultant to review best practices, report setup and configuration, system administration, planning for upgrades and enhancements, and answer general questions
- Enterprise Q and A - monthly call with a senior consultant to review Enterprise
- Developer Subscription • For Symphony - Enhanced API Subscription/Training with Contractor's Symphony Data Control if the system OS is Linux.
- For Horizon - Advanced SQL Training/Assistance
- Web Services SDK for County's internal use
- Web Services Gateway for 3rd Party Apps

Customer Service and Support

- Dedicated Phone number
- Weekend and evening upgrade support
- Priority call handling and resolution

Data Enhancement Services

- Quarterly Authority Processing update (initial Authority Processing required before service can be scheduled)
- Annual Bibliographic Analysis to provide a series of reports on the content of the bibliographic database for quality control

APPENDIX 4: Training Overview

Contractor Introduction to Training

The goal for Contractor training classes is to educate the County to use Contractor Software with confidence. Contractor training classes are instructionally designed to explain and demonstrate the functionality in Contractor Software, in order to provide the County personnel with the knowledge to use the Software successfully. Contractor recommends a blended training approach to include private instructor led, as well as self-paced courses through Mentor.

Unlimited eLearning Subscriptions

The library of online/self-paced classes in Contractor Mentor covers dozens of different topics, from basic/introductory/overview sessions (such as Symphony Essential Skills and Cataloging Basics) to trainings for specific administrative topics (Circulation Map). Self-paced classes generally take 15-30 minutes per session. Access to self-paced trainings is provided for an unlimited number of courses for 50 users through County's Platinum Premier Subscription; these Subscriptions allow each of the licensed users to have unlimited repeat viewings of any required self-paced trainings during the subscription period. These repeat viewings allow the 50 users to watch the initial self-paced training classes (such as Circulation Basics) early in the implementation/configuration process, and again as a refresher prior to go-live, and beyond.

Contractor self-paced courses are not just videos. The courses are:

- Interactive – Most lessons have a simulated practice
- SCORM Compliant – All of the classes are delivered via a Learning Management System, so that County can track employee learning progress. This is an excellent tool for identifying employees that may need a little extra assistance.
- Instructionally Designed – Each class is written by a Subject Matter Expert (SME). It is then reviewed by an additional SME. After this initial review process, Contractor's Curriculum Developer uses instructional design methodologies to structure the course in the best possible way for learners.

County will have 50 staff logins with unlimited self-paced training. This is 50 seats from the Platinum Premier services.

- Self-paced classes that can be taken as part of implementation and ongoing:
 - Essential Skills (pre-requisite to all other classes)
 - Requests
 - Enterprise End User
 - BLUEcloud Products
 - MobileCirc
 - BC Cataloging

- BC Circulation
- BLUEcloud Analytics

Ongoing Learning Opportunities

Contractor believes strongly that the success of County's staff lies in continuing education. Therefore, Contractor offers monthly and quarterly instructor led training opportunities (Free), and 24/7 access to Contractor's ever growing library of self-paced, interactive courses. County's Platinum Premier Subscription grants County staff access to the full self-paced library (not just those free to all), as well as five seats in any instructor led, online group sessions throughout the year, as well as additional instructor led sessions only available to Contractor's Platinum customers. County's BLUEcloud Analytics subscription also grants ongoing access to group courses for the more advanced users who will be tasked with creating within BcA.

Documentation

Contractor makes all training guides available electronically, via the Support Center. Additionally, Contractor will provide specialized training outlines to County's trainers, which help to guide those trainers in developing and delivering internal training.

Note: Contractor also regularly schedules ongoing online/instructor-led training sessions (as "group" sessions that are open to any Contractor libraries which are priced per registration/connection).



VPN REQUIREMENTS - Site-to-Site VPN Tunnel Worksheet

Doc id: s2sworksheet v1.2

County staff access using the Contractor Workflows client will be limited to **VPN use only** as a matter of course. Public access to the Workflows service will be blocked at the Contractor firewall. If the County requires access outside of the tunnel(s) established during the initial configuration, a tunnel configuration change or a software VPN client will be required. Access to the SIP and Z39.50 services may be optionally restricted to VPN only, as desired by the County. Public catalog access, unless specifically requested by the County, will be open to the internet on port 80 and/or 443 (requires SSL subscription). The County must notify Contractor SaaS engineers if access to the public interface requires IP based restriction.

ATTACHMENT A.1.3

Disclaimer:

- **Cisco VPN client software products are proprietary and are not compatible with or supported by the Contractor VPN solution. Changes to existing configurations are subject to additional charges. VPN tunnels to Cisco Meraki devices are not supported.**
- *Software VPN client connection policies are standardized across all customers and will not be changed.*
- *Contractor is not responsible for notification or enforcement of County security policies regarding VPN use.*

Items in red are unique to the configuration and to be discussed with SaaS technical personnel.

CONTRACTOR SaaS	United States	Canada	EMEA	APAC
Firewall DNS name	citadel.sirsi.net			
Firewall IP address	67.220.104.4			
IKE Unique ID	SDSAASE5500A			
Published IPs:	206.187.xx.yy /??			

Note: References to '**ZZZZ**' below are the County site's unique SaaS Site Code, referenced in all SaaS County-specific setups. If multiple VPN tunnels are required, add table rows as required. This requires review at the contract negotiation stage.

County location	VPN Tunnel ID (assigned by SAAS)	County firewall WAN IP address	pre-shared key (assigned by SAAS)	County published Networks (indicate NAT if used)
Example library 1	ZZZZ	123.10.234.55	sirsi!/ZZZZ!/ /	192.168.0.0/24 NAT

Sites with failover firewalls with active/active configuration must supply the secondary IP address

VPN Policy Type: Site-to-Site Main Mode.

Note: Sites with dynamic WAN IP addresses must use Aggressive mode and IKE peer secondary authentication

VPN Tunnel Authentication Method: IKEv1 using Pre-shared Key

IKE Proposal: (Phase 1)

DH Group: Group 2 (alternates available: Group 1, Group 5, Group 14)

Encryption: 3DES (alternates available: DES, AES-128, AES-192, AES-256)

Authentication: SHA1 (alternates available: MD5)



VPN REQUIREMENTS - Site-to-Site VPN Tunnel Worksheet

Doc id: s2sworksheet v1.2

Lifetime: 28,800 s (alternates available: any value agreed upon by both sides)

IPSec Proposal: (phase 2)

Protocol: ESP (alternates available: AH)

Encryption: 3DES (alternates available: AES-128, AES-192, AES-256)

Authentication: SHA1 (alternates available: MD5)

Lifetime: 28,800 s (alternates available: any value agreed upon by both sides)

Enable keep-alive: Yes

NAT Traversal: Yes

County Contact Network Administrator(s)	Email	Phone

When County's link is up, County should be able to ping one of the IP's in County published IP list above, and see County VPN counters move. This link will not conflict with any existing split-tunnel VPNs.

Note: If the County site uses web proxy servers, the WAN IP of the proxy servers must be in the published networks list, or must route around the firewall providing the route to the VPN tunnel.

Contractor offers two Software VPN options:

1. **Dell Sonicwall IPSec VPN client** for Windows (32-bit or 64-bit). This is an installed software client that enables a single PC to connect a split-tunnel VPN to the SAAS server(s) detailed in this worksheet. This software does require Administrator or Power User access for installation.
2. **Dell Sonicwall SSL/VPN NetExtender** for Windows, Mac, Linux, & Android. This SSL/VPN product uses HTTPS to accomplish the tunnel and is for extremely restrictive network environments, such as .Gov and .Mil sites. The SSL/VPN is only allowed for customers that cannot use the IPSec software solution and may involve additional per user costs. The software takes the form of a thin client application download enabled by Active-X or Java, depending on the browser used, and does not require privileged access to install.

Software VPN Login credentials are encouraged to contain a domain name for each user ID County wishes to have registered as a VPN user. (ex: johnsmith@yourdomain) Each login is single-use. The same person cannot log into the VPN from multiple machines at the same time. Role-based accounts are allowed for common workstations, such as circulation desks. (ex: circ1@yourdomain) Passwords should be reasonably complex. Contractor reserves the right to refuse overly simplistic passwords, at our discretion. Please submit a list of logins County wishes Contractor to register for VPN use. If County wishes to assign County's own passwords, please include those with the list, or Contractor can generate passwords as needed.

The County and Contractor understand and agree with the following:

1. All configurations documented within are considered final
2. The County has read and understands the limitations and disclaimers set forth in this worksheet and within the Contractor SaaS VPN presentation
3. Changes to existing configurations may be subject to additional charges as Optional Work



VPN REQUIREMENTS - Site-to-Site VPN Tunnel Worksheet

Useful links to show how to set up VPN tunnels for various types of network hardware.

Cisco

<ftp://ftp.sonicwall.com/pub/info/vpn/CiscoPIX.pdf>

http://www.cisco.com/en/US/products/hw/vpndevc/ps2030/products_configuration_example09186a008052c9d4.shtml

Netgear

ftp://ftp.sonicwall.com/pub/info/vpn/SonicWALL_IKEVPNTunnel_NetgearFVS318.pdf

Netopia

<http://www.unixwiz.net/techtips/netopia-sonicwall-IKE.html>

Juniper Netscreen

ftp://ftp.sonicwall.com/pub/info/vpn/SonicWALL_IKEVPNTunnel_NetScreen.pdf

Fortigate

<http://kc.forticare.com/default.asp?SID=&Lang=1&id=1657>

Checkpoint

<http://www.vpn-technology.com/Interoperability/SonicWALL%20VPN%20with%20CheckPointNG.pdf>

ATTACHMENT A.1.4
SYSTEM REQUIREMENTS

ATTACHMENT A.1.4

SYSTEM REQUIREMENTS FOR ILS SAAS

The System provided and maintained pursuant to the Agreement shall meet all System Requirements specified in this Attachment A.1.4 below, as of the Effective Date of Amendment No. 1. System Requirements shall be deemed updated if and to the extent they are modified as a result of any Application Modifications provided by Contractor under the Agreement.

1. TECHNICAL REQUIREMENTS

- 1.1. The system must accept and fully process circulation transactions from Biblioteca/3M Models 6210, 6410, 6420 & 7410 self-charge workstations via the SIP2 protocol, without limit on the number of self-charge workstations in use. Must also support Biblioteca/3M Intelligent return system model 2820 & 2830 using SIP2.
- 1.2. Must be able to authenticate users to third party subscription resource, including but not limited to: Overdrive, OneClickdigital, Hoopla, Freegal, Zinio for libraries, and Lynda.com using the SIP2 protocol.
- 1.3. The system must support use of all Communico modules via Web Services API and SIP2 for user authentication and all circulation transactions.
- 1.4. The database must comply with the Unicode standard for the representation of text, encoding form UTF-16, in storage and display.
- 1.5. Staff client software must be compatible with existing County desktop hardware.
- 1.6. The system must support use of DTech Laptop kiosk (model number pending) using SIP2 authentication for users and circulation of laptops.
- 1.7. System must support data exchange between System and County's authorized credit/debit card processor.
- 1.8. System must have ability to accept and fully process circulation transactions via API or SIP2.
- 1.9. System must support VPN connectivity between County and Contractor's SaaS Environment.
- 1.10. Contractor shall offer a dedicated virtual environment which provides direct command line access to the production server. Contractor shall provide access to all database schema and data dictionary including naming and definitions.
- 1.11. County will have the ability to export data from all database tables and import data using Contractor's Sirsi web services and/or APIs.
- 1.12. Contractor shall provide API access for County to develop applications to interface with Contractor systems on their own or with assistance of third party.

2. BUSINESS SYSTEM REQUIREMENTS

- 2.1. Define the indexing and display parameters for the bibliographic database.
- 2.2. Offer multiple displays of the record, including:
 - 2.2.1. A Machine Readable Cataloging (MARC) format record with all tags and subfields;
 - 2.2.2. A library-defined full record display that maps the MARC data into a more user-friendly display format;

- 2.2.3. A library-defined brief record display that maps the MARC data into a more user friendly display format.
- 2.3. Display brief records whenever a search retrieves more than one result.
- 2.4. All MARC and full record displays should have the option to display all item or holding records linked to that record.
- 2.5. Access to indexes and display formats should be common across all modules.

3. DATA ELEMENTS AND INDEXING

- 3.1. Support the full MARC21 bibliographic format, including tags, indicators and subfield codes as specified by MARC21, for all formats.
- 3.2. Support the full MARC21 Authority Format, including tags, indicators and subfield codes as specified by MARC21.
- 3.3. County specifies whether each field is indexed as a heading, as keywords, or as both, if possible. Some fields cannot be indexed as a heading and vice versa.
- 3.4. Keyword indexes, searchable and retrievable, both in and out of context. That means it should be possible to search for keywords within the context of a particular index (author, title, subject, etc.) or to search for any occurrence of keywords regardless of the field in which they appear.
- 3.5. Search limiting includes: type of record/format, publication date, form of item, target audience, and language.
- 3.6. Display multiple windows and records simultaneously on a workstation's screen to facilitate copy and paste or cut and paste.
- 3.7. Specify the functions available at every level of log-on and particular actions within each function that are reserved for higher levels of authorization.
- 3.8. Overlay existing established authority records from bibliographic utilities, either in batches or singly, based on Library of Congress (LC) record number or utility control number.

4. ACQUISITIONS AND FUND ACCOUNTING

- 4.1. Load bibliographic records into the catalog to create order records from a wide variety of bibliographic sources.
- 4.2. Manage orders based on purchase orders, including; placing, canceling, checking-in and invoicing all orders.
- 4.3. Support firm orders, serial orders and standing orders for all types of material formats.
- 4.4. Maintain profiles for an unlimited number of suppliers.
- 4.5. Transmit orders and receive status and invoicing information electronically using Electronic Data Interchange (EDI) X12 standard to suppliers.
- 4.6. Accept acknowledgment and invoicing information from vendors, if available.
- 4.7. Display current order status for any title retrieved from the system.

- 4.8. Transmit distribution and call number information for each title in electronic orders.
- 4.9. Generate claims and update cancellations electronically and in print.
- 4.10. Allow multiple order records to be linked to a single bibliographic record.
- 4.11. Retrieve and display orders by purchase order number, order-for location, and supplier as well as any standard bibliographic search.
- 4.12. Display complete ordering data for any selected order record.
- 4.13. Receive and load invoice information in machine readable format.
- 4.14. Receive items before invoices, invoices before items, and invoices and items at the same time.
- 4.15. Receive and pay invoices for which no item receipt is expected (i.e., serial invoices).
- 4.16. Maintain an unlimited number of funds.
- 4.17. Manage fund accounting with nesting of funds.
- 4.18. Run at least two fiscal years at the same time.
- 4.19. Contractor shall offer web-based application for County to access acquisitions tasks and processes.

5. CATALOGING AND INVENTORY

- 5.1. Support real-time importing/processing of bibliographic records from OCLC.
- 5.2. Authority records can be loaded in either in real-time or batch processing.
- 5.3. Identify duplicate records during batch load and create a report for review
- 5.4. Automatically validate tagging, indicators, and subfields in bibliographic records when importing records from a utility and when creating original records on the local system.
- 5.5. Full-text editing available, including, "cut/paste" between multiple records in the system or between records from other sources and records in the system.
- 5.6. Create, edit, and store for re-use MARC work forms.
- 5.7. Input, store and properly display multilingual characters and diacritics.
- 5.8. Move item records from one bibliographic record to another.
- 5.9. Print spine labels during item creation.
- 5.10. Add items without printing spine labels.
- 5.11. Print individual bibliographic records in either MARC or non-MARC format in their entirety rather than screen by screen from any workstation.
- 5.12. Contractor supports the RDA standard and any future industry standards.
- 5.13. Contractor shall offer web-based application for County to access to catalog, inventory, and edit item and bibliographic records.

6. CIRCULATION

- 6.1. Calculate loan periods automatically based on a library defined matrix of patron and material types.

- 6.2. Change loan periods, when necessary.
- 6.3. Require a patron's ID number to be scanned or keyed only once when checking out items regardless of the number of items being checked out.
- 6.4. Renew materials by scanning the barcodes or by displaying all of the items checked out to a patron and renew them by selecting the number(s) corresponding to the title or marking a checkbox.
- 6.5. Alert operators to delinquency status and when the patron has the maximum number of items checked out and/or exceeds outstanding fines or bills owed.
- 6.6. Support three types of check-in:
 - 6.6.1. Standard check-in;
 - 6.6.2. Book-drop check-in, back dating to the previous business day; and
 - 6.6.3. In-Library use check-in, for all materials used within the library each day.
- 6.7. Override delinquencies by authorized operators.
- 6.8. Use a PC to check-out and check-in materials when the ILS system is not functioning.
- 6.9. Move items between agencies to fill holds.
- 6.10. Allow borrowers to renew materials independently online.
- 6.11. Create a calendar listing of closed days per location to calculate overdue charges.
- 6.12. Calculate overdue charges and lost/long overdue charges automatically based on a library defined matrix of patron and material types.
- 6.13. Automatically restrict a patron's borrowing privileges when charges have reached library defined limits.
- 6.14. Calculate all overdue charges when items are returned.
- 6.15. Enter payment or waive charges for all charges, partial payments or selected/individual items.
- 6.16. Send multiple notices: overdue, bill, hold, and hold cancellation.
- 6.17. Set the intervals for notifications.
- 6.18. Library to determine the format and content of each notice.
- 6.19. Send notices via email.
- 6.20. Interface with a collection agency.
- 6.21. Set collection agency parameters on the basis of the number of overdue items and/or the value of overdue items.
- 6.22. Create, modify and/or delete borrower records online.
- 6.23. Create a brief patron record for immediate use (name, address, phone number and patron type) to retrieve the record at a later time for complete registration.
- 6.24. Automatically transfer all patron information, including; fines, outstanding loans, overdue information and holds to a new barcode number when a patron is re-registering or replacing a lost card.
- 6.25. Library to designate certain circulating materials as non-holdable.

- 6.26. Borrowers can cancel holds on their own record.
- 6.27. Borrowers receive online messaging if they are unable to place a hold on a particular item.
- 6.28. Allow borrowers to specify designate library.
- 6.29. Allow staff to place holds for multiple titles after selecting a patron's record.
- 6.30. Place item-specific holds.
- 6.31. Produce borrower notification by print, e-mail, telephone or text. Multiple items are able to be accommodated on one notice.
- 6.32. Borrower has the option to choose type of notification.
- 6.33. Produce a "purchase alert" report when the number of holds on a title exceeds a specified ratio to number of items owned.
- 6.34. Produce a report of holds that have remained unfilled for longer than a library-specified period of time.
- 6.35. Contractor shall offer web-based application for County to access to process circulation transactions.

7. ONLINE PUBLIC ACCESS CATALOG

- 7.1. Provide a Web-based interface to the library's Online Public Access Catalog (OPAC).
- 7.2. Develop OPAC screens in various languages such as Spanish and non-roman languages such as Chinese.
- 7.3. Include a patron authentication function, either through SIP2, Webservices API or custom API interface, which verifies patron membership and status in order to:
 - 7.3.1. link directly to online subscription resources, E-books, music, streaming media, etc.
 - 7.3.2. place holds
 - 7.3.3. renew materials
 - 7.3.4. pay fines
- 7.4. Capability to perform keyword searches and to browse headings by author, title, or subject.
- 7.5. Keyword searches search any or all MARC fields designated by the Library.
- 7.6. Browse searches should support implicit truncation.
- 7.7. Allow limiting searches by format, language, and branch location.
- 7.8. Library designates what the default search mode is if the user does not specify.
- 7.9. Ignore leading articles (a, an, the) entered by the patron in title browse searches.
- 7.10. Ignore punctuation in headings searches.
- 7.11. Searches are not case sensitive (upper/lower case).
- 7.12. Allow borrowers to select individual or all records from a hit list to include in a personal listing of materials and allow the user to print or email this list.

- 7.13. Hit lists display icons signifying material type.
- 7.14. Possible to place holds on an on-order title before it is received.
- 7.15. Basic help screens on specific topics can be edited by the library.
- 7.16. Support online credit/debit card payments of library fines using County's approved processor:.
- 7.17. OPAC shall meet all federal ADA requirements.
- 7.18. OPAC shall be available in responsive mobile version without losing any features.

8. REPORTS

- 8.1. Provide statistical reports for all Core ILS Modules by patron and item categories when relevant and for an operator-specified period of time including checkouts, renewals, holds, acquisitions and fund accounting activities.
- 8.2. Provide maintenance reports for County personnel to run regular backend activities.
- 8.3. Import and export bibliographic and item data, order, and patron records.
- 8.4. Contractor shall offer web-based application for County to access to statistical, maintenance, and bibliographic reporting.

EXHIBIT B.1

SERVICE LEVEL AGREEMENT FOR ILS SAAS

This Service Level Agreement ("SLA") for ILS SaaS (or "System") is hereby made part of and incorporated into Agreement Number ILS-1701 entered into on December 20, 2024 ("Agreement"). All terms used herein and in the Agreement, not defined herein, shall have the same meaning as in the Agreement. If there is any inconsistency between the terms of this SLA and the Agreement, the terms of this SLA will govern. This Exhibit B.1 sets forth the scope of, and Contractor's service level commitment regarding the System, including Maintenance Services, Support Services, correction of Deficiencies and other County remedies for Contractor's failure to meet the service level commitment specified herein.

Contractor shall provide Maintenance and Support, including Maintenance Services and Support Services, as specified in the Base Agreement, Exhibit A.1 (Statement of Work for ILS SaaS Migration) and this Exhibit B.1 (Service Level Agreement for ILS SaaS), as more fully described below. Maintenance and Support shall commence upon the Effective Date of Amendment No. 1, as provided in the Base Agreement, and shall continue for the term of the Agreement.

1. DEFINITION OF TERMS

“Client Care Incident” is defined as any time County contacts Contractor's Client Care for help with the System.

“Covered Services” is defined as the Maintenance and Support Services referred to in the Base Agreement and this Exhibit B.1 required for the System.

“Customer Error Incident” is defined as any Covered Services unavailability related to County’s applications, County’s Data, or County’s equipment, or the acts or omissions of any user of the Covered Service.

“Emergency Maintenance” is defined as downtime of the Covered Services due to the application of urgent patches or fixes, or other urgent maintenance recommended by Contractor’s vendor’s that is performed outside of Scheduled Maintenance.

“Facility Maintenance” means, with respect to Covered Services, periods of time where Covered Services might be adversely impacted due to colocation partner maintenance periods.

"Force Majeure" means outages caused by occurrences beyond Contractor' reasonable control or unforeseeable circumstances for which Contractor is not responsible, including war, acts of terrorism, revolutions, unrest, natural disasters, catastrophic events such as epidemics, nuclear accidents, floods, strikes and lawful lock-outs.

“Reduced Functionality” means, with respect to Covered Services, a situation where server performance effectively limits the number of Users to a number lower than normal. Examples of this could include, but are not limited to, failover to an alternate server with less CPU or RAM resources, recovery of a RAID array, excessive web hits by robots, spiders, or Denial of Service (“DOS”) attacks.

“Scheduled Maintenance” means, with respect to Covered Services, periods of time where Covered Services will not be available due to planned maintenance. Examples of this kind of maintenance includes server or infrastructure hardware changes, defective parts replacement, operating system changes and patches, nightly application or database restarts, application upgrades or reports requiring downtime of Covered Services, Facility Maintenance, planned network outages between Contractor and the Internet, by colocation vendors, cloud providers, and/or Tier-1 Internet providers, planned power tests and outages

“System Availability” means, with respect to Covered Services, application services functioning as intended without any significant interruption at the times as specified in clause 2 (System Availability).

“Services Not Covered” Refer to Exhibit B – Services Not Covered for terms and definitions.

“Unscheduled Outage” means, with respect to Covered Services, application outages caused by an unplanned event or changes in items such as, but not limited to, loss of electrical power, server hardware, network or disk infrastructure and Internet connectivity. Examples of an Unscheduled Outage include, but are not limited to, server panic crash, server hardware failure, network failure, interrupted or degraded Internet connectivity upstream of the Contractor firewall.

2. SYSTEM AVAILABILITY

The System and Covered Services will be available 24/7 at 99.9% with the exception of Scheduled Maintenance periods or any events or occurrences due to the products, services, and/or actions of 3rd parties beyond Contractor’s reasonable control, including but not limited to any Force Majeure events, which result in Reduced Functionality or an Unscheduled Outage.

Scheduled Maintenance will only be performed after two (2) weeks notice, unless otherwise agreed to by County. Contractor may perform maintenance on some or all of the Covered Services in order to upgrade hardware or software that operates or supports the Covered Services, implement security measures, or address any other issues it deems appropriate for the continued operations of the Covered Services.

In the event the Covered Services are not available the County is only, as an exclusive remedy, entitled to Deficiency Credit(s) as outlined below if the County: (1) provides written notice to Contractor of the circumstances giving rise to this credit request, (2) provides such written notice no later than the last business day of the calendar month following the month within which Contractor failed to meet the System Availability, and (3) identifies the relevant Client Care incident(s) relating to the event(s) during which the System Availability was not met and for which the County seeks credit(s). For any billing month in which Contractor fails to meet the System Availability, County will receive one credit based on the credit structure set forth in clause 3 (Credit Policy).

Contractor will not offer credits for any downtime caused by Customer Error Incidents or Emergency Maintenance.

3. DEFICIENCY CREDIT POLICY

At County's request, Contractor will calculate County's System Availability during a given calendar month. If Contractor has failed to meet the System Availability of 99.9% in a given calendar month Contractor will credit County's account for non-availability of the Covered Services according to the following schedule(s). Such credits may only be used to secure any and all future services from Contractor relating to this SLA ("**Deficiency Credit**").

The length of a System Availability interruption shall be measured from the time the interruption is reported until Contractor has taken the necessary steps under the control of Contractor to restore the System Availability. Interruptions will only be counted if Contractor confirms that the non-availability is due to an occurrence under Contractor's control. Any unused Deficiency Credits shall expire upon termination of this Agreement. County must request Deficiency Credits in writing no later than the last business day of the calendar month following the month the Covered Services unavailability giving rise to County's credit request.

System Availability Interruption	Deficiency Credit (*)
Less than 44 minutes in a calendar month	No Credit
44 minutes to 4% of hours in a calendar month	5%
4% to 6% of hours in a calendar month	10%
6% to 12% of hours in a calendar month	25%
12% of hours or more hours in a calendar month	50%

* (Percentage of the total County monthly fees due to Contractor for that calendar month. The total credit from all Services Level Agreements is not to exceed 50% of such fees due to Contractor for that calendar month.)

4. **RESERVED**

5. **FURTHER OBLIGATIONS OF CONTRACTOR**

A. Scheduled Maintenance. To the best of Contractor's ability, Scheduled Maintenance is planned, and will only be performed after two (2) weeks notice, unless otherwise agreed to by County. In emergency situations, notice of Scheduled Maintenance may be sent to County less than 24 hours in advance.

B. Monitoring and Documentation. Contractor is solely responsible for maintaining adequate monitoring of County Covered Service availability time, reporting of all monitoring results, and project status documentation to satisfy examination of the Covered Services set forth in this SLA.

Contractor is not responsible for monitoring County availability to access the Internet, nor is Contractor responsible for monitoring the County ability to access Covered Services via the Internet. Monitoring and documentation is solely for internal Contractor use and in no way releases the County from reporting Covered Service issues to SirsiDynix Client Care.

6. **MAINTENANCE SERVICES**

Contractor shall provide Maintenance Services for the System as identified in the Base Agreement, and as part of Covered Services. As part of Maintenance Services, Contractor shall include provision of Updates in the form of Version Releases or patches and Subscription support (comprehensively hereinafter referred to as "Maintenance Services"). Maintenance Services shall be provided by Contractor for all System within Contractor's control, including Contractor's Application Software including Third Party Products, Third Party Software and any Subscriptions whether provided directly by Contractor or a third party. Updates, corrections, and enhancements to Products of third parties will only be provided if made available by such third parties.

6.1 PRODUCTS

6.1.1 PRODUCT UPDATES

As part of Maintenance Services, Contractor shall, at no additional cost beyond the applicable Maintenance Fees, provide Updates to Products including System Software and Subscriptions (and, if needed, support to install such Updates), which shall include Version Releases, software patches and program updates, Customizations, updates to installed Subscriptions and any Replacement Products, to keep current with County's and Contractor's technology standards, industry standards, regulatory and statutory changes provided by Contractor to any customer base at no charge and to remain in compliance with the terms of the Agreement, including this Exhibit B.1 and Attachment A.1.4 (System Requirements for ILS SaaS). Without limiting the other provisions of this Agreement, including, without limitation, this Exhibit B.1, such Updates shall be provided to County at least once every six (6) months, if available, unless otherwise agreed to by County and Contractor.

Contractor's provision of such Updates and support shall be provided at no additional cost to County beyond any Maintenance Fees. If a major problem in the System (e.g., a security problem such as closing "back doors" and/or other intrusion-related problem) is identified by Contractor, County or any third party, Contractor shall provide to County, within two (2) Business Days of Contractor's knowledge of the existence of such problem, either an Update curing such problem or a workaround and a mitigation plan approved by County's Project Manager for curing such problem.

6.1.2 SCHEDULING AND INSTALLATION OF UPDATES

Contractor shall ensure that the Updates include compatibility with all System components, including Software, Subscriptions, Third Party Products and any County Software approved by Contractor. Within seven (7) Business Days after release of an Update, Contractor shall provide to County a notice of the availability of the Update, if applicable. County and Contractor shall then agree on a timeframe for the validation and installation of such Update by Contractor, not to exceed ten (10) Business Days from Contractor's notice, unless mutually agreed to by County and Contractor. Such Updates shall be provided and installed at no additional cost to County beyond the applicable Maintenance Fees. County, at its discretion, may forgo an Update, until the release of a later Update. County and Contractor shall then agree on a timeframe for the validation and installation of the cumulative Updates, not to exceed ten (10) Business Days from Contractor's notice of the latest announced Update, unless mutually agreed to by County and Contractor. Such cumulative Updates shall be provided and installed at no additional cost to County beyond the applicable Maintenance Fees.

In the event it is determined that any required Update is not compatible with the other System components, Contractor shall provide County with a workaround to protect the integrity of the System until such time as the issue is permanently corrected by Contractor.

7. SUPPORT SERVICES

Contractor's responsibilities for supporting the operation of the System (hereinafter "Support Services") shall include diagnosing the cause of the problem reported and timely correction of all Deficiencies caused by the System (including Contractor's Software, Third Party Products or Subscriptions) or otherwise by Contractor.

Requests for Support Services will be submitted to Contractor's Customer Support or Client Care by authorized County staff via telephone, electronic mail (email) or through the Contractor's support website or any other reasonable means agreed to by County and Contractor. Contractor shall utilize and maintain an incident tracking system for tracking and reporting all Deficiencies/issues identified by either County or Contractor.

County's Project Manager or designee will oversee the proper functioning of the System. This individual will also act as the liaison between County and Contractor as necessary to promptly advise and assist in the resolution of all Deficiencies.

Support Services described herein shall be provided to County by Contractor at no additional cost to County beyond the applicable Maintenance Fees.

8. REMEDIES UNDER THE AGREEMENT

Customer's remedies under statutory law, including claims for damages, shall, in accordance with the provisions of the Agreement and the limitations of liability set forth therein, remain unaffected by the remedies set forth in this SLA.

EXHIBIT A – Covered Services

Contractor considers the following services to be covered by this SLA. These are services considered critical to the daily business processes.

SirsiDynix Symphony, to include e-Library, iBistro, and iLink with supported versions being the current General Availability (“GA”) release and one (1) major release version prior to GA, but only if such release is within two (2) years of its date of release.

SaaS-Hosted Web Services

SirsiDynix Enterprise/Portfolio with supported version being the current GA release

ERes with supported version being the current GA release

EXHIBIT B – Services Not Covered

Contractor considers the following services to not be covered by this SLA. These are either not critical to daily business continuity, or dependent upon 3rd parties outside of Contractor control. Contractor cannot warrant nor provide remedy for outages, reduced functionality, and/or delays caused by a 3rd party’s products, services, actions, etc.

Any product or offering not listed under Covered Services, in particular:

On-Premise ILS Web Services, MobileCirc,

Any 3rd party database search integrations with companies, if any.

SCHEDULE B.1.1 TO EXHIBIT B.1
INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Schedule I (Information Security and Privacy Requirements) (“Schedule”) is attached to and forms a part of that certain AGREEMENT NO. ILS-1701 FOR INTEGRATED LIBRARY SYSTEM (ILS) MAINTENANCE AND SUPPORT, dated as of the Effective Date of Amendment No. 1 (together with all Exhibits, Attachments, and Schedules thereto, all as amended from time to time, the (collectively, the “Agreement”), between the County of Los Angeles (“County”) and Sirsi Corporation DBA SirsiDynix (“Contractor”). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

The County is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Schedule sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information security, Confidentiality, Availability, and Integrity of such Information. The Information security and privacy requirements and procedures in this Schedule are to be established by the Contractor before the Effective Date of the Agreement, if not already established, and maintained throughout the term of the Agreement.

These requirements and procedures are minimum standards and are in addition to the requirements of the Agreement and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Schedule may constitute a material, non-curable breach of Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Schedule and the Agreement, the more stringent provision on Contractor and protective provision of the County shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity.
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County. The same meaning as “County Data” under the Agreement.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information system via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Agreement.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies,

standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;

- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System software and/or other Services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any State and Federal law governing the protection of personal Information, (ii) any State and Federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

In addition to the confidentiality provisions contained in the Agreement, Contractor agrees as follows:

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Agreement. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) Days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) Days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR STAFF

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Schedule, as set forth in the Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a. **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b. **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c. **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d. **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f. **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 22.b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Schedule shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Schedule, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Schedule; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Agreement.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Schedule.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor shall at all times comply with Section 13.3 (Protection of Electronic County Information – Data Encryption Standards) of the Agreement.

All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will reasonably maintain the latest operating system security patches, and the latest virus definitions.

Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County Project Director within ten (10) Days of termination or expiration of the Agreement or at any time upon the County's request. On termination or expiration of this Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication (when required by County's policies and security standards), use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a security or privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via email and confidential data identified will be encrypted and telephoned.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell

Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Sorin Godea
Departmental Information Security Officer, Library
7400 Imperial Highway
Downey, CA 90242
(562) 940-8553
sgudea@library.lacounty.gov

- b. Include the following Information in all notices:
- The date and time of discovery of the Incident,
 - The approximate date and time of the Incident,
 - A description of the type of County Information involved in the reported Incident, and
 - A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, and/or law enforcement agencies are the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Agreement and Schedule, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all

notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, with reasonable advance notice to Contractor, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Schedule, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Schedule, the County may exercise its termination rights underneath the Agreement.
- c. Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit

will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Contractor will be permitted to monitor the audit so that Contractor can protect System integrity and security, and data.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County Indemnitees from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks that results from the act or omission of Contractor, its employees, subcontractors, or agents (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other

equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.



Software-as-a-Service (SaaS) Vendor Security and Privacy Assessment

Version 1.0

References: 6.100 – Information Technology and Security Policy
6.107 – Information Technology Risk Assessment
6.108 – Auditing and Compliance

Countywide Information Security Strategic Plan

Developed by: Countywide Application Security Engineering Team

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5.0 Revision History..... Error! Bookmark not defined.

1.0 Purpose

This document will be used to evaluate and compare the vendors' information security and privacy postures but is not limited to assisting in the award of a contract.

2.0 Scope

This document will provide a baseline for the evaluation of a vendor hosted and maintained application and to determine the vendor's overall security and privacy posture.

3.0 Definitions

Software as a Service (SaaS) is a software distribution model in which applications are hosted by a vendor or service provider and made available to customers over the Internet.

SSAE 16, or Statement on Standards for Attestation Engagements 16, is a reporting standard for all service auditors' reports. It is a regulation created by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA) for redefining and updating how service companies report on compliance controls. SSAE 16 consists of SOC1, SOC2, and SOC3 reports.

4.0 SaaS Vendor Security & Privacy Assessment

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
4.1.0	General Information		
4.1.1	Are all services (e.g., application hosting, data repository, data backup) provided within the contiguous United States? Where?	Yes. COLA would be hosted in Atlanta, GA.	
4.1.2	Do you require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data)	Yes.	
4.1.3	Are you covered by Cyber Security Liability Insurance?	Yes.	
4.1.4	Is there one person assigned to lead, manage and be accountable for security? Is that person at least at a director level?	Yes. We have a Corporate Information Security Officer, dedicated to security.	
4.1.5	Does your company comply with a recognized information security management framework, for example, ISO 27000 series, NIST 800 series, etc.?	Yes. SirsiDynix SaaS is accredited according to the NIST SP 800-53 standard, which meets or exceeds the requirements set forth in the ISO 27000 Series. Additionally, our US SaaS hosted offerings operate out of a Tier III+ facility (http://www.qualitytech.com/data_centers/southeast/)	

		<p>atlanta_ga.aspx) which is one of the largest data centers in the world. The Atlanta data center has achieved SSAE 16 Type II / SOC 1 and SOC 2 compliance.</p>	
<p>4.1.6</p>	<p>Is there a security awareness training program in place for all employees? Describe the program and frequency of re-certification and/or re-education.</p>	<p>Yes. The SirsiDynix Security Awareness and Training Program has been developed using the US NIST SP 800-50, Building an Information Technology Security Awareness and Training Program.</p> <p>SirsiDynix employees are made aware of their responsibilities regarding awareness of and compliance with security policies, procedures, standards, and applicable regulatory requirements through onboarding and the required annual security awareness training. This also covers responsibilities for maintaining a safe and secure work environment and securing sensitive data</p>	

		<p>on electronic media and hard copies.</p> <p>SirsiDynix provides specific security training for all employees during onboarding as well as annual refresher training.</p> <p>Employees in high-risk roles are provided additional security training specific to their roles.</p>	
4.2.0	Hosting Environment		
4.2.1	Do you separate your environments from each other, physically and logically (e.g., development, quality assurance, user acceptance testing, staging, production, training environments)?	Yes	
4.2.2	Is there a Host Intrusion Prevention (HIPS) or Detection (HIDS) system implemented on your servers?	Yes. We have implemented a managed detection and response (MDR) solution that functions as anti-malware, HIDS, and professional incident response for all users' workstations. We have also implemented a similar network detection and response (NDR) solution in the NOAM production environment and corporate network	

4.2.3	Is there a Network Intrusion Prevention (NIPS) or Detection (NIDS) system implemented for your internal network?	Yes	
4.2.4	Is there a perimeter firewall in place?	Yes	
4.2.5	Is there a web application firewall (WAF) in place?	No	

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
4.2.6	Is there a security event and information management (SEIM) system in place?	Yes	
4.2.7	Are formalized change management procedures in place, including adequate separation of duties?	Yes	
4.2.8	Are physical access controls in place to ensure appropriate access to IT resources in the hosted environment and, at the minimum, consistent with NIST Special Publication 800-14?	Yes	
4.3.0	Audit and Compliance		
4.3.1	Are you required to comply with any regulations and legislations? Which one(s)? (e.g., HIPAA/HITECH, PCI)	Yes. COPPA.	
4.3.2	Do you possess one or more third-party certifications/attestations, some examples are: 1) PCI 2) SSAE 16 Service Organization Control (e.g., SOC Type 2 Attestation) Please provide an executed copy.	Yes. SirsiDynix SaaS is accredited according to the US NIST SP 800-53 standard, which meets or exceeds the requirements set forth in the ISO 27000 Series. Additionally, our SaaS hosted offerings based in the U.S. operate out of a Tier III+ facility (http://www.qualitytech.com/da	

		ta_centers/southeast/atlanta_ga.aspx). The Atlanta data center has achieved SSAE 16 Type II / SOC 1 and SOC 2 compliance. A copy of the SOC 2 reports has been provided with this document.	
4.3.3	How often are IT security audits performed?	Both internal and external audits are conducted at least annually.	
4.3.4	What types of audits (e.g., penetration (blind and intelligent), vulnerability, and compliance) are performed?	SirsiDynix performs the following: <ul style="list-style-type: none"> • Annual security audits per International Organization for Standardization (ISO) 27001 • quarterly vulnerability scans • intelligent penetration testing against Enterprise and Symphony 	
4.3.5	Who performs these audits (e.g., third-party, internal, or both)?	Third parties	
4.4.0	Data Access, Segregation, Encryption, and Destruction		
4.4.1	Is AES-256 encryption or stronger used for all data in storage and consistent with NIST Special Publication 800-57?	Yes. 100% of systems known to contain sensitive information make use of AES-256 encryption for data transmission; for hosted services systems this is only applicable if client authorization has been obtained.	
4.4.2	Is AES-128 encryption or stronger used for all data in transit and consistent with NIST Special Publications 800-52 and 800-57?	Yes.	

4.4.3	Is backup media encrypted? If so, please describe how it is achieved.	Yes. SirsiDynix encrypts all backup media and stores the encryption keys at the primary data center with backups of the keys being stored at a designated alternate location.	
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No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
4.4.4	Are encryption keys centrally managed and consistent with NIST Special Publication 800-57?	Yes	
4.4.5	Is a dedicated environment available for storage of customer data?	Yes	
4.4.6	If it is a shared environment, how is the customer data segregated from other shared environments?	COLA data is stored in a dedicated environment. For smaller customers, multiple customers are typically installed on a single server with each customer being logically separate from the next. Data is delivered through an enterprise level SAN fabric environment.	
4.4.7	Are role-based access controls defined for the infrastructure, hardware, software, and data?	Yes	
4.4.8	Do you have a documented methodology for data backup?	Yes	

4.4.9	Do you have a documented data destruction process for customer data, including storage media?	Yes	
4.5.0	Application Security		
4.5.1	Describe your application's architecture and the different tiers.	<p>Symphony is partitioned into an elegant, multi-tiered architecture with four main layers:</p> <ol style="list-style-type: none"> 1. Data management 2. Application logic 3. Web Services 4. Presentation <p>Symphony routes transactions through these layers using efficient processes to computing resources in order to meet your needs.</p>	
4.5.2	Describe your coding practices.	<p>SirsiDynix follows the SCRUM development methodology, an iterative and incremental Agile software development framework for managing software development.</p> <p>SirsiDynix Development is</p>	

		<p>divided into teams. Each team is typically made up of five developers, a Quality Assurance specialist (tester), a documentation specialist (technical writer), and a product specialist. As needed, additional members are brought in to consult or to add technical advice. A team lead monitors compliance with established processes and standards. Development is divided into monthly sprints of work, with coding, testing, and documentation of features developed during each sprint.</p>	
4.5.3	Do you incorporate best practices and recommendations provided in the OWASP Developer's Guide and OWASP Cheat Sheet Series to implement and enhance your secure software engineering?	Yes. SirsiDynix follows the SCRUM development methodology in conjunction with Open Web Application Security	

		Project (OWASP) and NIST SP 800-53-standard security reviews of product code throughout the process. Department Security Managers act as SCRUM masters for security-related reviews.	
4.5.4	Do you perform web application vulnerability testing/scanning (e.g., static, dynamic)?	Yes	
4.5.5	If no, is it being performed by a third-party vendor?	n/a	
4.5.6	Do you have documented procedures for the scanning (e.g., frequency, by whom, remediation)?	Yes	
4.5.7	What authentication mechanisms are supported?	<p>SirsiDynix solutions support a variety of staff and patron authentication methods, including the following:</p> <ul style="list-style-type: none"> • Symphony ILS authentication (patrons and staff are authenticated against Symphony database) • SIP and NCIP protocols (supported in 	

		<p>Symphony and Enterprise)</p> <ul style="list-style-type: none">• LDAP (Lightweight Directory Access Protocol) (supported in Symphony staff client and Enterprise)• ILS Web Services (supported in all products)• Single Sign-On (SSO).<ul style="list-style-type: none">◦ Enterprise / BLUEcloud Central. SirsiDynix offers an SSO solution using CAS. As CAS is a versatile product, our authN solution can delegate to most of the identity providers (IdP) being used in the industry. Some examples	
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		<p>are ADFS (Active Directory Federation Services), Azure AD, Shibboleth, any SAML IdP and also social authN IdPs such as Google, Facebook, and others.</p> <ul style="list-style-type: none"> ◦ Symphony Java Staff Client. SSO is supported via Kerberos / Active Directory. ◦ SymphonyWeb. Planned SSO support via CAS. 	
	Are password complexity, lifetime, and history settings configurable by the customer?	Yes	
4.5.8	Can the SaaS application be integrated with an existing Identity Management system?	Yes	
4.5.9	Is two-factor (i.e., multi-factor) authentication supported?	If the site has only one active directory, MFA can be supported via LDAP	

		<p>with SymphonyWeb. This would provide MFA authentication when staff initially log into the network. SirsiDynix plans to support Single Sign-On for SymphonyWeb in 2023 which would also provide additional MFA options. For end user (patron) MFA, SirsiDynix plans to support MFA for Enterprise Admin in version 5.2.1, projected release Q2, 2023.</p>	
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No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met <small>(Description required with feedback)</small>
4.5.10	What Type of cookies are used (i.e., persistent or non-persistent)?	Persistent (however they do not collect or store any PII, nor can they be used to track individual users' activities across other websites other than those within the tool).	

4.5.11	Is there any confidential information stored in the cookie?	No.	
4.5.12	Do you have user audit trail capabilities for: <ul style="list-style-type: none"> All user transactions Successful/unsuccessful user logons (e.g., date, time, IP address) <input type="checkbox"/> Changes to user access 	Yes	
4.5.13	Does the application or service provide appropriate role-based access?	Yes	
4.5.14	Does the application or service provide adequate monitoring and escalation via dashboard alerts, email, or other auditable system of communication?	Yes	
4.5.15	Do you offer API access?	Yes	
4.5.16	Are API unit calls authenticated (OAuth) and encrypted (128-bit or greater)?	No. Symphony API calls are not encrypted and are not OAuth authentication-based. However, Web Services calls are authenticated (but not using OAuth) and use TLS 1.2 or 1.3 for encryption.	
4.6.0	Incident Response Management		
4.6.1	Do you have a documented Incident Response Plan?	Yes	
4.6.2	Do you have an established computer incident response team?	Yes	
4.6.3	Is the Incident Response Plan tested? How often?	Yes, our IRP plan is tested annually.	
4.6.4	Do the incident response team members have clearly defined roles and responsibilities?	Yes	
4.6.5	Will your response team be open to enhance the Service Level Agreement in case of a potential data breach/data compromise?	Personnel will respond to incidents as quickly as is reasonable.	
4.6.6	Is there a formal process/procedure in place for notifying customers when a suspected or actual breach occurs?	Yes	

4.6.7	Do you provide investigative support in case of a breach? What type?	Yes. One of the Department Security Officer's responsibilities is Investigating all actual security violations (with appropriate technical assistance) to determine the cause and the actions required to prevent recurrence.	
4.6.8	Do you provide periodic updates on the application status if a breach occurs? How often?	Yes. Our Incident Response Plan includes activation of a communications plan, which includes notifying customers and updating as applicable.	
4.6.9	After the incident is resolved, is a post-mortem conducted? Are procedures updated accordingly?	Yes	
No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
4.7.0	Business Continuity and Disaster Recovery		
4.7.1	Are there disaster recovery and business continuity plans in place?	Yes	
	1) At what level (e.g., tabletop exercises, periodic validations) are they tested?	Tabletop exercises as well as validation of functionality for a sampling of systems during restorations when performing upgrades or similar activities.	
	2) Are the plans available for review?	Yes	
	3) Is this part of the standard services? If not, what are available non-standard services provided?	Yes.	
	4) Are up-time SLAs defined that include RTO and RPO?	Yes.	

	5) Are RTO and RPO defined by the customer/client?	No. SirsiDynix has established RTO and RPO objectives.	
4.7.2	Do you have a DR/BCP Audit Program in compliance with an industry standard (e.g., ISO, NIST)?	Yes	
4.7.3	Is Business Impact Analysis (BIA) an integral part of your customer engagement to assist with recovery objectives?	Yes	
4.7.4	How many outages or failures have you experienced in the past 12 months?	Two	
4.7.5	For each outage or failure in the past 12 months, provide the following:		
	1) Type of outage or failure?	Server	
	2) Cause of the outage or failure?	Process exhaustion at server level	
	3) Time of occurrence?	10:16 – 10:45 a.m.	
	4) Duration?	29 minutes	
	5) Time to recover?	29 minutes	
	6) Number of customers impacted?	8	
	1) Type of outage or failure?	Timing	
	2) Cause of the outage or failure?	VMware – locked file	
	3) Time of occurrence?	4:36 -5:21 a.m.	
	4) Duration?	45 minutes	
	5) Time to recover?	45 minutes	
	6) Number of customers impacted?	1	
4.7.6	How many outages or failures have you experienced in the past 13 and 36 months?	6	

Los Angeles County Information Technology Standards



APPLICATION SECURITY REQUIREMENTS

References: Board of Supervisors Policy 6.100 Information Security Policy
Board of Supervisors Policy 5.200 Contractor Protection of Electronic County Information
County Web Application Secure Coding Standards
County Password Security Standard
Database Security Standard
County Windows Server Baseline Security Standard
Information Technology (IT) Risk Management Standard (CSC 18: Application Software Security)
OWASP Application Security Verification Standard v3

Developed by: Applications Cybersecurity Workgroup

Los Angeles County Information Technology Standards

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Revision History

DATE	NEW VERSION NUMBER	MODIFIED BY:	DESCRIPTION of CHANGE
10/6/2016	2.1	Security Engineering Team - Applications Security	Final version for ISSC Approval
12/7/2018	2.2	Ralph Johnson CISO	Transfer to new template and minor revisions.

Los Angeles County Information Technology Standards

Introduction

The requirements outlined in this document must be addressed for every software application deployed and/or used by the County of Los Angeles irrespective of hosting environment (on premises, external platform or software-as-a-service) or development source (county, third-party or COTS).

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System's security capabilities that must be met throughout the use of the application.

Requests for exceptions to any specific requirements within this document must be reviewed by the Departmental Information Security Officer or Office of the CISO based on the risks. Request should specifically state the scope of the exception along with justification for granting the exception, the potential impact of the risks associated with granting the exception and any mitigation measures that will be undertaken to minimize these associated risks. The Departmental Information Security Officer and/or OCISO will review such requests, confer with the requesting project team and approve as appropriate.

Standards

Application Name	Symphony
Describe the Application	
Integrated Library System	
Application Owner or Primary Contact	SirsiDynix / Gary Voran
Email and Telephone Number of Owner or Primary Contact	gary.voran@sirsidynix.com / 800-288-8020 x 5758

Section	Security Requirements	Meets Rqmts (Y/N)	Comments, describe how this control is met. Indicate Any Compensating Controls if Requirements Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Security Standard (ASVS)	Y	
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard	Y*	*We have completed and largely comply with the SaaS Vendor Security Privacy Assessment.

Los Angeles County Information Technology Standards

Section	Security Requirements	Meets Rqmts (Y/N)	Comments, describe how this control is met. Indicate Any Compensating Controls if Requirements Not Met
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard	Y	
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)	Y	
3.3	Application login must be integrated with a central department and/or county authentication mechanism (e.g., AD)	Y	
3.4	System encrypts passwords before transmission	Y	Included as standard
3.5	Ensure passwords are hashed and salted before storage (using current algorithm)	Y	
3.6	For public facing applications, implement multi-factor authentication for applications with sensitive (e.g., password) and/or confidential information (e.g., PII, PHI)	Y	
4.0	Authorization (Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges	Y	
4.2	<p>Users accessing resources hold valid credentials to do so, for example:</p> <p>User interface (UI) only shows navigation to authorized functions</p> <p>Server-side authorization checks for every function</p> <p>Server-side checks do not solely rely on information provided by user</p>	Y	

Los Angeles County Information Technology Standards

Section	Security Requirements	Meets Rqmts (Y/N)	Comments, describe how this control is met. Indicate Any Compensating Controls if Requirements Not Met
4.3	<p>Role and permission metadata is protected from replay or tampering by using one of the following:</p> <ul style="list-style-type: none"> Tokens/tickets expires after a single use or after a brief period Standard authorization/authentication protocol (e.g., SAML, OAuth) 	Y	
5.0	Configuration Management (Database and Application Configuration Security)		
5.1	Database Security: System restricts users from directly accessing the database	Y	
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)	Y	
5.3	Application/database connection credentials need to be encrypted in transit and in storage	Y	Included as standard
5.4	Application/database connection and service accounts must comply with least privilege principle (must not be database admin account)	Y	
6.0	Data Security		
6.1	Sensitive (e.g., password) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., Board of Supervisors Policy No. 5.200)	Y	Included as standard
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)	Y	Included as standard
7.0	Audit logging and reporting		

Los Angeles County Information Technology Standards

Section	Security Requirements	Meets Rqmts (Y/N)	Comments, describe how this control is met. Indicate Any Compensating Controls if Requirements Not Met
7.1	Application provides audit reports such as configuration, user accounts, roles and privileges	Y	
7.2	Auditing and logging an event in the system must include, at a minimum: Successful and unsuccessful logons to application Security Configuration changes (add, delete users, change roles/group permissions, etc.) Sensitive business transaction/functions (e.g., override approvals) All logged information is handled securely and protected as per its data classification All access or viewing of PHI or PII	Y*	*We comply with all but the last item. Only changes to the db are tracked; the ability to access or view data is limited to those who have the authority to do so based on their login, but it is not logged.
7.3	The event parameters logged must include: User or system account ID Date/time stamp IP address Error/event code and type Type of transaction User device or peripheral device involved in transactions Outcome (success or failure) of the event	Y	Audit trails are provided by Symphony and database logging capabilities. Symphony automatically maintains a history log of all transactions which update the db, held as a daily transaction log on the server. Includes username, workstation, date & time, and transaction type.
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements	Y	
8.0	Reference		
8.1	County Web Application Secure Coding Standards	Y	
8.2	County Password Security Standard	Y	
8.3	Database Security Standard	Y	

Los Angeles County Information Technology Standards

Section	Security Requirements	Meets Rqmts (Y/N)	Comments, describe how this control is met. Indicate Any Compensating Controls if Requirements Not Met
8.4	County Windows Server Baseline Security Standard	Y	
8.5	Information Technology (IT) Risk Management Standard (CSC 18: Application Software Security)	Y	
8.6	Board of Supervisors Policy No. 5.200 - Contractor Protection of Electronic County Information	Y	
8.7	OWASP Application Security Verification Standard v3	Y	

EXHIBIT C.1 – PRICING SCHEDULE FOR ILS SAAS

Exhibit C.1
Pricing Schedule For ILS SaaS

EXHIBIT C.1 – PRICING SCHEDULE FOR ILS SAAS

This Exhibit C.1 (Pricing Schedule for ILS SaaS) sets forth the pricing and payment terms for the Work to be provided by Contractor under this Agreement pursuant to Amendment No. 1.

1. Contract Sum

Contract Sum shall be the maximum County obligation under the Agreement and shall include any and all amounts that may be paid by County to Contractor for the Work, required and optional, that may be provided by Contractor to County during the term of the Agreement. The Contract Sum for Amendment No. 1, unless modified in accordance with the terms of the Agreement, including any and all sales tax amounts, if applicable, is **\$8,119,080.56** and the Contract Sum for the total Agreement is **\$12,619,080.56** and includes the following components:

Contract Sum Components	Not-To-Exceed Amount
One-Time Implementation Fees for ILS SaaS Upgrade	\$36,700.00
Subscription Software and Maintenance Fees for 10 Years for ILS SaaS	\$6,735,317.13
20% Pool Dollars for Amendment No. 1	\$1,347,063.43
Contract Sum for Amendment No. 1	\$8,119,080.56
Contract Sum Before Amendment No. 1	\$4,500,000.00
Contract Sum for Total Agreement	\$12,619,080.56

As of the Effective Date of Amendment No. 1, there shall be no further requirement for Source Code escrow for the System, and as a result, the Subscription Software and Maintenance Fees for the ILS SaaS does not include Source Code escrow costs. Prior to the Effective Date of Amendment No. 1, the deposit and maintenance of Source Code for all System Software in Source Code escrow or otherwise availability of the Source Code pursuant to the terms of the Agreement shall be at no cost to County. Consequently, the Maintenance Fees included in the Contract Sum for the Total Agreement are inclusive of any and all fees and costs associated with Contractor's compliance with the Source Code escrow requirements under the Agreement, including Paragraph 9.6 (Source Code) of the Base Agreement.

2. One-Time Implementation Fees for ILS SaaS Migration

The one-time implementation and migration fees for the ILS SaaS Migration as contained in Exhibit A.1- Statement of Work for ILS SaaS Migration, including all attachments thereto, is set forth below. Task 1 will be invoiced following the full migration and Tasks 2 & 3 will be invoiced based on hours worked, per the Fixed Hourly Rate in Section 4.0 and will not exceed \$18.200.

EXHIBIT C.1 – PRICING SCHEDULE FOR ILS SAAS

Task	Section	Initial Implementations Components	Not To Exceed Amount
1	2.0 & 3.0	Initial Migration Cost	\$18,500
2 & 3	4.0 & 5.0	As-Needed In-House Consulting Services (Based on Fixed Hourly Rate Below)	\$18,200
		Total	\$36,700

3. Subscription and Maintenance Fees

3.1 Subscription and Maintenance Fees include:

- Core software licenses for 500,000 to 4,000,000 titles; and
- WorkFlows licenses for 1,500 users.

3.2 Required Work:

This Section specifies the annual Subscription and Maintenance Fees for Products (see table) required to be maintained by Contractor pursuant to the terms of the Agreement. Fees shall not increase during the Initial Term of Amendment No. 1 for five (5) years and will remain at \$248,265.76 annually, and shall be subject to an increase thereafter during the Extended Term for five (5) years, capped at 1% annually.

EXHIBIT C.1 – PRICING SCHEDULE FOR ILS SAAS

Services Fees - Required Work

County of Los Angeles Public Library	Initial Term					Extended Term					Total
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
SaaS Product Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Symphony SaaS Core	\$248,265.76	\$248,265.76	\$248,265.76	\$248,265.76	\$248,265.76	\$250,748.42	\$253,255.90	\$255,788.46	\$258,346.35	\$260,929.81	\$2,520,397.73
Oracle License	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Cataloging	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Circulation	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Test System	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Acquisitions	\$28,289.41	\$28,289.41	\$28,289.41	\$28,289.41	\$28,289.41	\$28,572.30	\$28,858.03	\$29,146.61	\$29,438.07	\$29,732.45	\$287,194.52
Serials	\$8,625.97	\$8,625.97	\$8,625.97	\$8,625.97	\$8,625.97	\$8,712.23	\$8,799.35	\$8,887.35	\$8,976.22	\$9,065.98	\$87,570.98
BLUECloud Analytics	\$9,812.36	\$9,812.36	\$9,812.36	\$9,812.36	\$9,812.36	\$9,910.48	\$10,009.59	\$10,109.68	\$10,210.78	\$10,312.89	\$99,615.23
Web Services	\$1,030.30	\$1,030.30	\$1,030.30	\$1,030.30	\$1,030.30	\$1,040.60	\$1,051.01	\$1,061.52	\$1,072.13	\$1,082.86	\$10,459.62
Debt Collect	\$6,590.00	\$6,590.00	\$6,590.00	\$6,590.00	\$6,590.00	\$6,655.90	\$6,722.46	\$6,789.68	\$6,857.58	\$6,926.16	\$66,901.78
BLUECloud MobileStaff	\$4,779.59	\$4,779.59	\$4,779.59	\$4,779.59	\$4,779.59	\$4,827.39	\$4,875.66	\$4,924.42	\$4,973.66	\$5,023.40	\$48,522.47
Enterprise Discovery	\$11,615.17	\$11,615.17	\$11,615.17	\$11,615.17	\$11,615.17	\$11,731.32	\$11,848.63	\$11,967.12	\$12,086.79	\$12,207.66	\$117,917.38
eResource Central	\$13,715.26	\$13,715.26	\$13,715.26	\$13,715.26	\$13,715.26	\$13,852.41	\$13,990.94	\$14,130.85	\$14,272.15	\$14,414.88	\$139,237.53
Unbound Subscription	\$87,457.51	\$87,457.51	\$87,457.51	\$87,457.51	\$87,457.51	\$88,332.09	\$89,215.41	\$90,107.56	\$91,008.64	\$91,918.72	\$887,869.96
BLUEcloud Analytics Private Intelligence Server	\$6,900.00	\$6,900.00	\$6,900.00	\$6,900.00	\$6,900.00	\$6,969.00	\$7,038.69	\$7,109.08	\$7,180.17	\$7,251.97	\$70,048.90
Premier Platinum Services	\$87,244.00	\$87,244.00	\$87,244.00	\$87,244.00	\$87,244.00	\$88,116.44	\$88,997.60	\$89,887.58	\$90,786.46	\$91,694.32	\$885,702.40
SirsiDynix SaaS Hosting Fee	\$149,121.00	\$149,121.00	\$149,121.00	\$149,121.00	\$149,121.00	\$150,612.21	\$152,118.33	\$153,639.52	\$155,175.91	\$156,727.67	\$1,513,878.64
VPN	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Grand Total	\$663,446.33	\$663,446.33	\$663,446.33	\$663,446.33	\$663,446.33	\$670,080.79	\$676,781.60	\$683,549.42	\$690,384.91	\$697,288.76	\$6,735,317.13

EXHIBIT C.1 – PRICING SCHEDULE FOR ILS SAAS**4. Optional Work**

Any agreed-upon Optional Work shall be provided by Contractor in accordance with the terms of the Agreement including Paragraph 6.1.2 (Optional Work) of the Base Agreement. No travel or living expenses will be reimbursed by County to Contractor in addition to those included in the agreed-upon Fixed Hourly Rate for Optional Work as described below.

The total amount of \$1,347,063.43 allocated for Pool Dollars under this Amendment No. 1 to the Agreement is the maximum amount County may expend during the term of the Agreement for Optional Work after the Effective Date of Amendment No. 1 that may be provided by Contractor in accordance with the terms of the Agreement.

Description	Not To Exceed Amount
20% Pool Dollars – Optional Work	\$1,347,063.43

As of the Effective Date of Amendment No. 1, Contractor shall use the Fixed Hourly Rate specified below for quoting and providing Optional Work. This rate shall be used to calculate the Maximum Fixed Price for any Optional Work and shall not increase during the term of the Agreement.

Roll / Classification	Fixed Hourly Rate
Professional Services	\$195 / hour

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S PROJECT MANAGER:

Name: Gary Voran
 Title: Director, New Account Development
 Address: Sirsi Dynix
3300 Ashton Blvd., #500, Lehi, Utah 84043
 Telephone: (800) 288-8020 ext. 5758
 Facsimile: _____
 E-Mail Address: gary.voran@sirsidynix.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Scott Worthington
 Title: General Counsel/Secretary
 Address: 3300 N Ashton Blvd Ste 500, Lehi, UT 84043
 Telephone: (801) 223-5200
 Facsimile: _____
 E-Mail Address: legal@sirsidynix.com

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Scott Worthington
 Title: General Counsel/Secretary
 Address: 3300 N Ashton Blvd Ste 500, Lehi, UT 84043
 Telephone: (801) 223-5200
 Facsimile: _____
 E-Mail Address: legal@sirsidynix.com

EXHIBIT I.1
THIRD PARTY PRODUCTS FOR ILS SAAS

EXHIBIT I.4 – THIRD-PARTY PRODUCTS FOR ILS SAAS

As of the Effective Date of Amendment No. 1 to the Agreement, the following Third Party Products will be provided by Contractor. Should this change during the term of the Agreement, this Exhibit will be updated to reflect any additional Third Party Products.

Third Party Products			
	Name	Vendor	Purpose / Function
1	Unbound	ProQuest-Syndetic Solutions	Enhanced Catalog Content
2			
3			

SKYE PATRICK
Library Director



July 5, 2023

TO: Supervisor Janice Hanh, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Kathryn Barger

FROM: Skye Patrick
County Librarian

NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE NEGOTIATIONS WITH SIRSI CORPORATION, DBA SIRSIDYNIX, FOR THE LA COUNTY LIBRARY'S INTEGRATED LIBRARY SYSTEM

This is to inform you that LA County Library (Library) intends to enter into negotiations for a new sole source agreement with Sirsi Corporation DBA SirsiDynix (SirsiDynix) for maintenance, support and hosting of Library's Integrated Library System (ILS) software. The ILS is Library's core business system and critical platform that supports several essential functions, including Library's catalog and online reference services, processing of customer requests for library materials, checkout/check-in of library materials, customer service management, acquisition of library materials and customer notifications.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for new sole source contract at least six months prior to the agreement's expiration date. Library's current agreement with SirsiDynix will expire on December 19, 2024.

BACKGROUND

In 2006, your Board approved an Agreement with SirsiDynix to install and maintain a new ILS to replace the Library's legacy ILS system which had reached the end of its useful life. On November 15, 2016, your Board approved an Amendment to extend the term of the Agreement for up to one year. On November 21, 2017, your Board approved a replacement Sole Source Agreement with SirsiDynix for a term of four years with three one-year extensions for continued maintenance and support of Library's ILS.

7400 E Imperial Hwy, Downey, CA 90242 | 562.940.8400 | LACountyLibrary.org



COUNTY OF LOS ANGELES SUPERVISORS

HILDA L. SOLIS
1st District

HOLLY J. MITCHELL
2nd District

LINDSEY P. HORVATH
3rd District

JANICE HAHN
4th District

KATHRYN BARGER
5th District

The Honorable Board of Supervisors
July 5, 2023
Page 2

JUSTIFICATION

The SirsiDynix ILS is a proprietary commercial off-the-shelf software. Since its installation, Library requested SirsiDynix to create and add several customizations, including those meant to meet requirements of the Board and other County Departments, as well as moving item and user records from multiple third-party vendors into the ILS.

SirsiDynix also developed significant enhancements including a mobile application, a data analytics tool and new public-facing catalog. Further, Library piloted SiriDynix's cloud-based software as a service (SaaS) solution and will explore the feasibility of full migration.

The current ILS system from SirsiDynix has proven to be robust and flexible, capable of handling the volume of the collection and the number of users, in addition to meeting the needs of the County and the Library. Implementing a new ILS system, would lead to a major disruption to Library business operations and a potential for loss of productivity.

CONCLUSION

Unless otherwise instructed by your Board, Library will proceed with the negotiations with SirsiDynix for a new ILS software maintenance, support and hosting contract four weeks after the date of this memo. Library anticipates returning to the Board in Fall of 2024 for approval of a new Agreement with SirsiDynix.

Should you have any questions or require additional information, please contact me or Yolanda Pina, Chief Deputy Director, at (562) 940-8412 or YPina@library.lacounty.gov.

SP:YP:GR

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

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
Date Existing Contract First Approved: _____

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

Chief Executive Office_____
Date



Chief Information Office

Peter Loo
CHIEF INFORMATION OFFICER

DRAFT

Attachment II

CIO

ANALYSIS

BOARD AGENDA DATE:

8/6/2024

SUBJECT: SUBJECT:

**Approval of Sole Source Amendment One with Sirsi Corporation
DBA SirsiDynix for Continued Maintenance and Support of
LA County Library's Integrated Library System (ILS) and for Implementation of
ILS Software-as-a-Service (ILS SaaS)**

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: ILS-1701

SUMMARY:

The LA County Library (Library) is requesting authorization to execute a sole source Amendment One for five years with an additional five one-year extensions with Sirsi Corporation DBA SirsiDynix (SirsiDynix) for continued maintenance and support of the LA County Library's existing, on-premises ILS and the upgrade and migration of the current ILS to SirsiDynix's fully cloud based SaaS solution. The Library is further requesting authorization to amend the Agreement with SirsiDynix to add/update County contract provisions, exercise term extensions, modify the statement of work or system requirements and utilize pool dollars, provide consent for to an assignment of rights and/or delegation of duties, and if necessary, terminate for convenience. Finally, the Library is recommending the Board find the Amendment is exempt from the California Environmental Quality Act.

The ILS is Library's core mission critical business system. It allows patrons to search, reserve, and check-out library materials and to access online research resources. Also, it supports the management of eight million barcoded items in the Department's collection, tracks the procurement of those materials, and provides analytics and insights to the Library's managers. The Library's current agreement with SirsiDynix for the existing ILS system software support maintenance and support expires December 19, 2024.

This Amendment will support the upgrade and migration of Library's on-premises ILS hosted at County's central data center to SirsiDynix's fully cloud-hosted SaaS solution. The Amendment scope of services includes tasks and deliverables for: project management, platform migration and software installation, system design and configuration, data migration and validation, system testing and defect resolution, final system acceptance, and system maintenance and support services. When fully implemented, the Library's ILS SaaS is expected to ensure the reliability and availability of this key business system with guaranteed levels of Levels of Service, backups, and data recovery; to provide on-demand scalability scale to meet Library's growing data or transactional demands; to streamline system maintenance and support and reduce risks; and to enable faster access to the latest system software features and capabilities through continuous software updates.

Contract Amount: Amendment Contract sum is \$8,119,080.56

FINANCIAL ANALYSIS:	
SirsiDynix Contract costs:	
Base Contract	\$ 4,500,000¹
Amendment One-Time Costs:	
Implementation Services	\$ 36,700 ²
Subtotal One-Time Costs:	\$ 36,700
Amendment Ongoing Annual Costs:	
Years 1-5 Symphony SaaS Core Fees	\$ 1,241,328.80 ^{3,4}
Years 1-5 SaaS Hosting Fees.....	\$ 745,605.00 ^{3,5}
Years 1-5 Premium Platinum Services Fees	\$ 436,220.00 ^{3,6}
Years 1-5 Software Subscription Fees.....	\$ 894,077.85 ^{3,7}
Years 6-10 Symphony SaaS Core SaaS Fees	\$ 1,279,068.93 ⁸
Years 6-10 SaaS Hosting Fees.....	\$ 768,273.64 ⁸
Years 6-10 Premium Platinum Services Fees	\$ 449,482.40 ⁸
Years 6-10 Software Maintenance Fees	\$ 921,260.51 ⁸
Subtotal Ongoing Costs:	\$ 6,735,317.13
Contract Pool Dollars (20 percent of Service Fees)	\$ 1,347,063.43⁹
Total – Amendment Sum	\$ 8,119,080.56
Total – Maximum Contract Sum	\$ 12,619,080.56
Notes:	
¹ Base contract maximum Contract sum authorized by the Board on November 17, 2017.	
² Professional services for project management, platform migration and software installation, system design and configuration, data migration and validation, system testing and defect resolution, and final system acceptance.	
³ Fees are fixed for initial five-year term.	
⁴ Core ILS application software includes Cataloging, Circulation, and Public Access modules, Oracle DBMS license, virtual private network encryption services, and software capabilities to integrate with other libraries and 3 rd party systems. Full description is listed in Appendix 2 of the ILS SaaS Migration Statement of Work.	
⁵ Includes server, storage, networking, backup and recovery, and security management.	
⁶ Technical support, priority-service request handling and resolution, access to eLearning training courses and instructor-led online courses, best practices and custom consulting, and data enhancement services.	
⁷ Includes products for business analytics and reporting tools, and interfaces to various non-County databases and catalogs. Full description is listed in Appendix 2 of the ILS SaaS Migration Statement of Work.	
⁸ Fees are capped at one percent increase annually for extended term of five years.	
⁹ Contract pool dollars for optional ILS products and services to address changes in technology and business requirements approved by Library in accordance with the terms of the Contract. The fees for services are fixed at a rate of \$195/hour.	

RISKS:

1. **Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs of the Library business users. The project Executive Sponsor is the County Librarian, Skye Patrick. The Project Director is the Library’s Departmental CIO, Binh Le. The Project Manager is Library’s IT Manager over Enterprise Applications, Steve Duarte.

2. **Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract has provisions to ensure acceptable contractor performance and correction of deficiencies. These include termination or suspension for convenience or for default; Performance Requirements that include deductions for failure to meet the required performance indicators and are assessed on either a per-occurrence or a per-occurrence per day basis; and a Service Level Agreement that guarantees service availability and service credits to be levied if guarantees are not met.

3. **Information Security Review** – The information technology security risk was analyzed by Library’s Information Security Officer and a County Deputy Information Security Officer. No information security concerns were raised. The project was assessed as low risk, the system only contains limited personally identifiable information (PII) data that is not required. As part of their due diligence, they reviewed the most recent third-party assessment (Service Organization Control Type 2) to ensure adherence to National Institute of Standards and Technology (NIST) 800-53 standard, which identifies system security and privacy controls. In addition, the vendor completed the County’s SaaS Vendor Security and Privacy Questionnaire that supplemented the third-party assessment. Finally, the Contract includes Technology Errors and Omissions (E&O) insurance with limits \$5 million and Cyber security insurance with limits of \$5 million during the term of the Amendment.

4. **Contract Risks** – No contract risks have been identified. County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

GREG MELENDEZ, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, CHIEF INFORMATION OFFICER

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/17/2024		
BOARD MEETING DATE	Not Applicable		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Health Services (DHS), Department of Public Health (DPH), and Department of Mental Health (DMH).		
SUBJECT	ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE SOLE SOURCE AMENDMENTS TO AGREEMENT NO. H-707926 WITH DATIX (USA) INC. FOR THE SAFETY INTELLIGENCE SOFTWARE AND SERVICES AND AGREEMENT NO. H-705957 WITH VIZIENT INC. FOR PATIENT SAFETY INCIDENT DATA AGGREGATION SOFTWARE AND SERVICES		
PROGRAM	DHS Quality, Patient Safety, and Risk Management		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please explain why: It is in the best interest of the County to extend both Agreements because both Datix and Vizient are uniquely positioned to continue to provide: (i) Safety Intelligence (SI) Software with the necessary tools to implement proactive risk management and mitigation strategies and offer appropriate remedies to unsafe events at County health facilities, (ii) patient safety organization (PSO) services to improve patient safety and reduce the incidence of events that adversely affect patient safety, (iii) data analytics regarding events and reports submitted to the SI from the County and provide analyses, reports, best practices guidance, and other resources to improve patient safety.		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	The Agreements with Vizient Inc. and Datix (USA) Inc. will expire on December 31, 2024. DHS intends to extend the Agreement No. H-705957 with Vizient on a sole source basis due to its unique market position in PSO. DHS currently plans to conduct a competitive solicitation for SI Software, products and services and meantime intends to extend the Agreement No.H-707926 with Datix (USA) Inc. to prevent a disruption in its current safety practices and to continue to comply with its legal obligations.		
COST & FUNDING	Total cost:	Funding source:	
	To Be Determined	Sufficient appropriations in DHS Budget for Fiscal Year 2024-2025 and funding will be requested in future years.	
	TERMS (if applicable):		
Explanation: Cost will be determined after negotiations are completed.			
PURPOSE OF REQUEST	Approval of delegation of authority to amend both Agreements to extend the term of each Agreement.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On April 2, 2019, Board approved the request to bifurcate Agreement number H-705957 to execute a restated agreement with Vizient, Inc. and to execute a new agreement with Vizient Inc.'s subcontractor, Datix (USA) Inc. On May 1, 2019, LA County and Vizient Inc. restated the Agreement to enable LA County to collect and voluntarily report information for analysis of patient safety events to improve patient safety services. On May 1, 2019, LA County and Datix (USA) Inc. entered into the Agreement to configure, install, and implement the SI software platform, maintain regular updates and supportive services for the SI software platform. Both Agreements were executed with an initial term through December 31, 2021, and LA County's sole option to extend the Agreements terms for up to one (1) additional three-year period to expire December 31, 2024.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Dr. Arun Patel, Medical Director, apatel3@dhs.lacounty.gov , (213) 288-8283 and Roberto Avitia, Assistant Nursing Director, ravitia@dhs.lacounty.gov ,		



Health Services
LOS ANGELES COUNTY

July 17, 2024

**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District


Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice K. Hahn
Supervisor Kathryn Barger

FROM: Christina R. Ghaly, M.D. 
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO
NEGOTIATE SOLE SOURCE AMENDMENTS TO
AGREEMENT NO. H-707926 WITH DATIX (USA) INC.
FOR SAFETY INTELLIGENCE SOFTWARE AND
SERVICES AND AGREEMENT NO. H-705957 WITH
VIZIENT INC. FOR PATIENT SAFETY INCIDENT DATA
AGGREGATION SOFTWARE AND SERVICES**

Christina R. Ghaly, M.D.
Director

Nina J. Park, M.D.
Chief Deputy Director, Population Health

Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.
Administrative Deputy

This is to advise the Board of Supervisors (Board) that the Department of Health Services (DHS) intends to request approval to amend (i) Agreement No. H-707926 (Datix Agreement) with Datix (USA) Inc. (Datix) for use of its Safety Intelligence software and services and (ii) Agreement No. H-705957 (Vizient Agreement) with Vizient Inc. (Vizient) for patient safety incident data aggregation software and "Patient Safety Organization" services, to extend the term of each Agreement. Both the Datix Agreement and the Vizient Agreement (collectively, Agreements) also include the Department of Mental Health (DMH) and the Department of Public Health (DPH). However, since the Agreements are managed by DHS, this notice is being provided by DHS.

Board Policy No. 5.100 requires written notice to the Board when departments do not have delegated authority to extend the term of a current contract beyond its original term.

Datix

Datix provides an adverse event reporting platform known as "Safety Intelligence" (SI Software), which is used by LA County for reporting patient safety events, managing malpractice claims, and handling patient complaints. The Board approved an agreement with Datix effective May 1, 2019, through December 31, 2021, with an option to extend the term for a one three-year period. DHS plans to extend the Datix Agreement on a sole source basis.

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8050
Fax: (213) 481-0503

www.dhs.lacounty.gov

*"To advance the health of our
patients and our communities by
providing extraordinary
care"*

www.dhs.lacounty.gov



The SI Software provides LA County with the necessary tools to implement proactive risk management and mitigation strategies and offer appropriate remedies to unsafe events at LA County health facilities. This is achieved by allowing any staff to enter information about an actual adverse care event, a near miss, or an unsafe condition, that is then routed to the appropriate management for review, and if necessary, implementation of appropriate corrective action. The SI Software is also used to ensure compliance with certain laws and regulations. For example, timely reporting of certain patient safety events to regulatory agencies is required by California Health and Safety Code Section 1279.1 and helps to avoid late reporting penalties. DHS uses the SI Software to ensure that events that may be reportable to the California Department of Public Health and other agencies are received by facility regulatory and compliance staff as soon as they are reported by staff using the SI Software. Having the SI Software also ensures compliance with California Health and Safety Code 1279.6(b)(2), which requires health facilities to have a patient safety event reporting system. It also supports compliance with Board Policy No. 8.040 (Procedures to Ensure the Legal Protections of Patient Safety Work Product and Reporting to a Third-Party Patient Safety Organization), (Patient Safety Board Policy), which requires LA County health care facilities to enter event information in the Safety Intelligence event reporting system, as an essential component of LA County's Patient Safety Evaluation System (PSES). Finally, the SI Software complies with HIPAA requirements and State/Federal regulations, as well as requirements of the Joint Commission's National Patient Safety Goals and the Patient Safety and Quality Improvement Act of 2005.

DHS is beginning the procurement process for a replacement solution for the SI Software in the next six months. Since its initial purchase of the SI Software, the market for similar products and solutions has grown considerably. In the next six months, DHS will release a Request for Information (RFI) to better understand the market and capabilities of potential vendors. Depending on the results of the RFI, DHS plans to conduct a competitive solicitation. In the meantime, DHS needs to extend the Datix Agreement, to prevent a disruption in its current safety practices and continue to comply with its legal obligations regarding patient safety management.

Vizient

Vizient is a Patient Safety Organization (PSO) that aggregates patient safety incident data from the SI Software for its members, including DHS. Pursuant to the Patient Safety Board Policy, and related laws, LA County is required to collect data, conduct analysis, and report information to the PSO for the primary purpose of improving patient safety. Information from the SI Software is periodically uploaded to Vizient where it is added to the collected data from other organizations that participate in the Vizient PSO. Vizient in turn submits that data to the Federal agency for Healthcare Research and Quality, as required under the Patient Safety and Quality Improvement Act of 2005 (PSQIA).

Participation in a PSO helps DHS improve patient safety and reduce the incidence of events that adversely affect patient safety. Consistent with its charge as a PSO under the PSQIA and under the Vizient Agreement, Vizient provides LA County health facilities with data analytics regarding events and reports submitted to the SI Software from LA County, and provides analyses, reports, best practice guidance, and other resources to improve patient

safety. In addition, establishment of a PSES, (pursuant to the Patient Safety Board Policy), and submission to a PSO provides health facilities that participate in a PSO with privilege and confidentiality protection of event reports that may be helpful in certain risk cases. The Board approved an agreement with Vizient effective May 1, 2019, through December 31, 2021, with an option to extend the term for one three-year period. DHS plans to extend the Vizient Agreement on a sole source basis due to Vizient's unique market position as a PSO.

Vizient, the largest single PSO that reports to the agency for Healthcare Research and Quality, has built a network of members that allows it to hold a unique market position, with the value of its PSO services increasing as more organizations use its services. Vizient's members include one-third of the academic medical centers across the United States, and members benefit from regularly connecting with similarly situated colleagues to discuss a variety of safety topics. As a member of the Vizient network, DHS can use reports provided by Vizient to understand and target specific patient safety areas of concern. Vizient has a large market penetration in academic medical centers, and this creates valuable opportunities for collaboration where DHS can learn from experiences and best practices of similar organizations that readily share information and expertise with other Vizient members. For example, DHS staff currently participate in the Vizient advisory group related to a gap analysis for ambulatory care.

Conclusion

DHS has determined that Datix and Vizient are uniquely positioned to continue to provide the SI Software and PSO services. In each case, DHS will commence negotiations no earlier than four weeks from the date of this notification unless otherwise instructed by the Board.

If you have any questions, you may contact me, or your staff may contact Dr. Arun Patel, Director, DHS Quality Patient Safety and Risk Management by email at APatel3@dhs.lacounty.gov.

CRG:ra

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/17/2024	
BOARD MEETING DATE	N/A	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Office of the Assessor (Assessor)	
SUBJECT	Notification of Intent to Resume Negotiations for Sole Source Agreement with Oracle America, Inc. (Oracle) for the Assessor Modernization Project (AMP) Phase V	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Each AMP phase is heavily dependent on data structures, business rules, and system components established and developed in the preceding phases. Maintaining the same vendor is critical for the project to remain on track. Introducing a new vendor to the ongoing AMP project would introduce new risk, significantly disrupt the project process, create major delays, and increase costs.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Phase IV concludes with 4 months of production support after system go-live in July 2024, thereby ending Phase IV in November 2024. Phase V should begin in November/December 2024.	
COST & FUNDING	Total cost: \$TBD	Funding source: Funding to be requested in FY 2024-25 Supplemental Changes Budget Request
	TERMS (if applicable):	
	Explanation: Phase V will provide software development and operational support for the successful delivery of the 2025 Roll and replace the final major legacy systems of the Assessor.	
PURPOSE OF REQUEST	The Assessor needs to resume negotiations with Oracle for Phase V of AMP, which will be the final phase of legacy system replacement efforts.	
BACKGROUND (include internal/external issues that may exist including any related motions)	AMP is a five-phase agile development project that began in 2015 using Oracle as the sole contractor. Three (3) of the phases have been successfully completed. Phase IV has already delivered major milestones and has a scheduled system cutover in July 2024. The Phase IV contract is scheduled to be completed by November 2024.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Steven Hernandez, Assistant Assessor, 213-974-3123, SHernandez@assessor.lacounty.gov • Kevin Lechner, Assistant CIO, 213-893-0905, KLechner@assessor.lacounty.gov 	



JEFFREY PRANG
Assessor

STEVEN M. HERNANDEZ, ESQ.

ASSISTANT ASSESSOR
COUNTY OF LOS ANGELES

500 WEST TEMPLE STREET, ROOM 320
LOS ANGELES, CALIFORNIA 90012-2770

assessor.lacounty.gov
(213) 974-3101



*Valuing People
and Property*

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Steven M. Hernandez
Assistant Assessor

DATE: July 17, 2024

SUBJECT: **NOTIFICATION OF INTENT TO RESUME NEGOTIATIONS FOR SOLE SOURCE AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) FOR THE ASSESSOR MODERNIZATION PROJECT (AMP) PHASE V**

This is to update your Board on the negotiations with Oracle America, Inc. (Oracle) on the Assessor Modernization Project (AMP).

On May 17, 2023, we presented our plan at Operations (Ops) Cluster to enter sole source negotiations with Oracle for Phase V of AMP. Our notice envisioned a proposed contract including both operational support and stabilization for the successful delivery of the 2024 Roll and further development of additional features in AMP system. Based on the negotiations with Oracle, and with advice from the Chief Information Office (CIO) including related budgetary and funding issues, we separated these portions into two contracting vehicles.

On August 21, 2023, we provided an update to your Board regarding the change from a proposed new contract to amending the existing Sole Source Agreement for AMP Phase IV. On October 17, 2023, your Board authorized Amendment Four to Phase IV to 1) extend the Phase IV schedule based on outcome of testing, 2) address the operational support and stabilization services after Phase IV Go-Live, and 3) make changes to the Statement of Work as operationally necessary.

With AMP scheduled to go-live in July 2024, and Phase IV support to end November 2024, we are seeking approval to resume negotiations with Oracle for Phase V of AMP. Phase V of AMP, which will be the final phase for legacy system replacement efforts, will provide software development and operational support for the successful delivery of the 2025 Roll, and replace the final major legacy systems of the Assessor including the

Each Supervisor
July 17, 2024
Page 2

IBM AS/400 (AS400) and the Possessory Interest Database Management System (PIDBMS). The duration of Phase V is anticipated to be 16 months.

Oracle continues to provide the most complete solution to address the business needs of the Assessor for the successful completion of AMP. Oracle has provided professional service, met project expectations, and is committed to the success of AMP. The Assessor's continued partnership with Oracle will provide project continuity, cost savings and timely delivery of a fully integrated and modernized assessment system.

Unless otherwise directed by your Board, the Assessor will resume contract negotiations with Oracle for AMP Phase V within two (2) weeks from the date of this notification.

Should you have any questions or require additional information, please contact me directly at (213) 974-3101.

SMH:st

c: Chief Executive Office
Chief Information Office
Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services Department
Treasurer and Tax Collector
Registrar-Recorder/County Clerk

PROGRAM DESCRIPTION

The County of Los Angeles (County) has contracted with Ventiv Technology for claims management and related services under RMIS. RMIS manages, administers, and reduces risk exposures Countywide.

SCOPE

Liability and Workers' Compensation Claims Management, Advanced Workers' Compensation Claims Management, Corrective Action Plans, Matter Management, Disability/Leave Management, Disability Compliance, Loss Control, Public Records Act Management.

STATUS

In production with all scope, including several items from Amendment 5 covering work for the Liability Program and Board of Supervisors. There is ongoing production support.

FINANCE

The County has been billed \$31,437,096.48 to date. Total maximum budget is \$76,877,668.59.

ACCOMPLISHMENTS/HIGHLIGHTS

- Disability/Leave Management and Disability Compliance Program
 - Implemented Disability Compliance Program.
 - Delivered Cross Module System Access.
 - Delivered Protected Leave Management enhancement to Leave Reason program logic.
 - Completed interface to support Short-Term and Long-Term Disability claims and payment information from the Third-Party Administrator into RMIS.

- Liability Claims Program
 - Expanded Interface between Legal Budget/Invoicing System (T360) and RMIS to provide additional details to streamline approved invoices.
 - Expanded Application Programming Interface (API) by insurance type to streamline County Counsel's risk management system, CRM.
 - Expanded various data elements visible to the Board of Supervisors.
 - Enhanced the Claimant Alias feature for the Board of Supervisors.
 - Delivered Daily Liability Data Extracts to County External Vendor.
 - Changes made to support transition of Third-Party Administrator.

- Workers' Compensation Program
 - Delivered County Counsel's Workers' Compensation Claims Unit Correspondence and Packaging Features.
 - Delivered Additional Daily Workers' Compensation Data Extracts for County External Vendor.
 - Completed Loss Portfolio Transfer of Workers' Compensation claims opened 07/01/1969 to 09/30/1988.
 - Enhanced Custom Workers' Compensation Duplicate payment verification.

**VENTIV CLAIMS – PROJECT AO-18-411 – RISK MANAGEMENT INFORMATION SYSTEM (RMIS)
ANNUAL UPDATE (06/01/2023 – 06/01/2024)**

- Delivered program to import Industrial Accidents (IA) Payroll Data into RMIS for Workers' Compensation reporting.
- Imported historical hard copy Workers' Compensation claims documentation into RMIS from legacy systems.
- Delivered Vendor Interface changes to deactivate vendors not in eCAPS.

GENERAL

- Modifications made to support business requirements of County Enterprise Risk Information Center Dashboards (Countywide/Department).
- Documented County Counsel and Fire Department program Module 5 Business Requirements and Amendment 6 approved by the Board of Supervisors.

KEY ACTIVITIES FOR NEXT PERIOD (6/1/2024 – 06/01/2025)

- Liability Claims Program
 - Continue monitoring synchronization between County Counsel's CRM and RMIS
 - Changes and training to support transition of Third-Party Administrator
 - Migrate TWR (Trust Warrant Request) payment interface into GAX (Encumbered Payment Request) interface to eCAPS.
 - Expand Corrective Action Plan Program.
- Workers' Compensation Program
 - Execute Loss Portfolio Transfer of Workers' Compensation claims opened 10/01/1988 to 06/30/1993.
 - Automate the creation of the employee direct deposit vendor records in eCAPS from RMIS Vendor/Customer Creation 1 (VCCI) interface, thus eliminating manual entry into two systems.
 - Implement Electronic Adjudication Management System (EAMS) JetFile Module for County Counsel's Workers' Compensation Claims Unit.
- Disability/Leave Management and Disability Compliance Program
 - Deliver Corporate Training Environment Enhancements.
 - Deliver Configurable Mass Email Capability to County Stakeholders.
 - Promote Short-Term and Long-Term Disability claims and payment information from Third-Party Administrator into RMIS Production.
 - Enhance RMIS to support additional business requirements for Protected Leave Management workflows (Amendment 7).
 - Deliver Occupational Health Program Record Tracking to streamline County's Pre-Employment/Post-Offer (PEPO) program activities (Amendment 7).
- Incident Reporting, Asset and Policy Management, OSHA Reporting
 - Finalize Import of County Voyager Asset Management information into RMIS.
 - Enhance Incident Report forms to track additional details.

**VENTIV CLAIMS – PROJECT AO-18-411 – RISK MANAGEMENT INFORMATION SYSTEM (RMIS)
ANNUAL UPDATE (06/01/2023 – 06/01/2024)**

GENERAL

- Departmental Chief Executive Office – Risk Management Branch Dashboard Rollout – Instructor Lead Training.
- Upgrade RMIS and Reporting Engine to latest version.
- Deliver Amendment 6 Module 5 – County Counsel’s Workers’ Compensation Claims Unit and Fire Department.
- Prepare and Execute Amendment 7.
- Continue production support for all programs and engagement of all stakeholders.
- Chief Executive Office – Risk Management Branch continue to support business stakeholder reporting needs.