



County of Los Angeles
**CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER**

WILLIAM T FUJIOKA
Chief Executive Officer

DATE: March 13, 2014
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Three (3) minutes are allowed for each item.

1. Call to order – Santos H. Kreimann
 - A) **Board Letter – APPROVAL OF A SOLE SOURCE AGREEMENT FOR SOLARAY CONSULTING SERVICES**
Assessor – Sharon Moller or designee
 - B) **Board Letter – INVESTIGATIONS OF POSSIBLE CRIMINAL ACTIVITY WITHIN COUNTY GOVERNMENT POLICY REVISION**
A-C – Wendy Watanabe or designee
 - C) **Upcoming IT Items**
CIO – Richard Sanchez or designee
2. Public Comment
3. Adjournment

DRAFT

March 18, 2014

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 A SOLE SOURCE AGREEMENT
FOR SOLARAY CONSULTING SERVICES
(All Supervisorial Districts)
(4 Votes)**

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

SUBJECT

Request approval of a sole source Agreement with Solaray, L.L.C. for the provision of Enterprise System Architecture consulting for the Assessor.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Assessor, or his designee, to sign a sole source Agreement and the standard County Agreement with Solaray, L.L.C. (Solaray) for the provision of enterprise architect services for the Assessor (Department), effective upon Board approval, for a period not to exceed twelve months, with a maximum obligation of \$290,000 for the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of this recommendation will authorize the Assessor, or his designee, to execute a sole source Agreement, substantially similar to Exhibit I, that will provide Enterprise System Architecture consulting services to support the Department's system modernization plan not to exceed 12 months. Solaray offers services that will maximize Assessors' evaluation, integration and development to ensure compliance and implementation of an efficient annual roll procedure.

The Department is recommending a sole source Agreement with Solaray on the basis that this company currently has the most knowledge of potential systems and architecture along with in-depth knowledge of our current computing environment and operating procedures that is a result of work performed for the County. Solaray has unique qualifications, expertise and knowledge of our legacy systems that will facilitate the modernization implementation. In accordance with Board policy 5.100, the CEO approved Sole Source Checklist is attached.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports Goal 1, Operational Effectiveness – Strategy 2, Organizational Effectiveness and Strategy 5, Information Technology of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the Agreement with Solaray, effective upon Board approval, for the term not to exceed 12 months, is \$290,000. Funding is included in the Fiscal Year (FY) 2013-14 Adopted Budget S&S Appropriation and will be requested from the Designation in future fiscal years.

FACTS AND BACKGROUND

The Assessor currently uses over 120 aging applications which have limited functionality, are difficult to maintain, risky to enhance, and are paper intensive.

In alignment with the County and departmental strategic plan, the Assessor would like to mitigate these inefficiencies by modernizing the computing environment. In March 2013, we hired an ITSSMA consultant, Dan Gielan, to work with our team of subject matter experts (Team) to examine our needs going forward.

The Team evaluated other Counties' systems and researched products that were available on the market. Qualified vendors demonstrated their products to our Team.

Most of the products were developed for standard, cyclical assessments. California assessment is significantly more complicated than standard assessments because it is event driven (Prop 13). The systems designed for cyclical assessment lack the architecture and flexibility to adapt to California's legislative requirements and business needs. When evaluating the systems other California counties use they did not meet the needs of a county of our size and complexity.

After a twelve-month discovery process, Mr. Gielan proposed a conceptual architecture for an enterprise assessment system. This can be accomplished through use of modern

tools such as a Rules Engine and Workflow Engine. In short, we need an Enterprise Solution.

Authorizing the Interim Director to execute an agreement with Solaray will allow us to implement modernization of the Assessor's computing environment.

PROVISIONS/LEGAL REQUIREMENTS

The services provided under this Agreement will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The Department has determined that these services do not fall under the Proposition A guidelines and therefore are not subject to the Living Wage Ordinance.

The Agreement includes all of the Board of Supervisors' recent mandated provisions.

County Counsel has approved the Agreement (Exhibit A) as to use and form. The Chief Information Officer concurs with the Department's recommendation.

CONTRACTING PROCESS

The enterprise architect was originally acquired through an RFP process in 2013. To maintain his services we are requesting approval of this sole source agreement at the same rate received through the competitive bid process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the Department to modernize and integrate the legacy systems to best provide services to constituents.

Respectfully submitted,

Sharon Moller
Interim Director

SM:GR:SH:jc

Attachment

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

Each Supervisor
September 21, 2010
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Chief Information Officer
Director, Auditor-Controller

SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
√	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p> <p>Mr. Gielan was originally acquired through an RFP in 2013. He has been an effective part of our subject matter expert team for the last twelve months. We will be moving forward with implementing his proposed conceptual architecture for an enterprise assessment system.</p> <p>Authorizing the Interim Director to execute an agreement with Solaray will allow us to begin the implementation while preparing a RFP to be released later this year to onboard a system architect for the remaining five (5) years of the modernization.</p>
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➤ Other reason. Please explain:
<hr style="width: 100%;"/> Deputy Chief Executive Officer, CEO	<hr style="width: 100%;"/> Date



**CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
SOLARAY LLC
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES**

FEBRUARY 2014

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CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SOLARAY, LLC
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

This Contract, including all Exhibits and Attachments, is made and entered into this ____ day of February, 2014 by and between the County of Los Angeles (hereinafter “County”) on behalf of its Assessor Department (hereinafter “Assessor” or “Department”) and Solaray LLC, a California corporation (hereinafter “Contractor”), located at 1223 Wilshire Blvd, Suite 7555, Santa Monica, California 90403.

RECITALS

WHEREAS, County may contract with private businesses for consulting services (hereinafter “Services”) relating to the modernization of its Assessor Legacy Systems when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, the Department has recommended to County’s Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein.

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

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter “Base Contract”), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I and J and all schedules thereto, attached hereto, and Exhibits K and L, not attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the “Contract”. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base Contract and the Exhibits and Schedules thereto, or between Exhibits and Schedules, such conflict or inconsistency shall be resolved by giving precedence

first to this Base Contract and then to the Exhibits and Schedules according to the following descending priority.

- EXHIBIT A – Statement of Work
- EXHIBIT B – Pricing Schedule
- EXHIBIT C – Project Schedule – Schedule of Services
- EXHIBIT D – Contractor’s EEO Certification
- EXHIBIT E – County’s Administration
- EXHIBIT F – Contractor’s Administration
- EXHIBIT G – Acknowledgment, Confidentiality and Assignment Agreement
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law
- EXHIBIT J – Defaulted Property Tax Reduction Program Ordinance
- EXHIBIT K – Request for Proposals (RFP) for BCP Consulting Services
- EXHIBIT L – Contractor’s Proposal

1.2 ENTIRE CONTRACT

This Contract, including all Exhibits and Schedules thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

2. DEFINITIONS

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

2.1 AGENCY

As used herein, the term “Agency” shall mean any one of the County Departments or agencies which may receive Services under this Contract.

2.2 BASE CONTRACT

As used herein, the term “Base Contract” shall have the meaning specified in the Recitals above.

2.3 BUSINESS DAY

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

2.4 BOARD OF SUPERVISORS; BOARD

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

2.5 CONFIDENTIALITY AGREEMENT

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement).

2.6 CONSULTANT

As used herein, the term “Consultant” shall mean any one of the persons providing Services under the Contract on behalf of Contractor.

2.7 CONTRACT

As used herein, the term “Contract” shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtasks, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

2.8 CONTRACT SUM

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

2.9 CONTRACTOR

As used herein, the term “Contractor” shall mean the sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder.

2.10 CONTRACTOR’S ADMINISTRATION

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.1 (Contractor’s Administration).

2.11 CONTRACTOR’S PROJECT MANAGER

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.2 (Contractor’s Project Manager).

2.12 COUNTY

As used herein, the term “County” shall mean the County of Los Angeles, California.

2.13 COUNTY’S ADMINISTRATION

As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.1 (County’s Administration).

2.14 COUNTY’S PROJECT DIRECTOR

As used herein, the term “County’s Project Director” shall have the meaning specified in Paragraph 6.2 (County’s Project Director).

2.15 COUNTY’S PROJECT MANAGER

As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.3 (County’s Project Manager).

2.16 DAY(S)

As used herein, the term “day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.

2.17 DELIVERABLES(S)

As used herein, the term “Deliverable(s)” and “deliverable(s)”, whether singular or plural, shall mean the Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.18 DETAILED WORK PLAN

As used herein, the term “Detailed Work Plan” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

2.19 DEPARTMENT; ASSESSOR

As used herein, the terms “Department” and “Assessor” shall mean County’s Assessor Department.

2.20 DIRECTOR

As used herein, the term “Director” shall mean the Director of Assessor Department.

2.21 EFFECTIVE DATE

As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Contractor.

2.22 EXTENDED TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

2.23 FISCAL YEAR

As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.24 FIXED PRICE AMOUNT

As used herein, the term “Fixed Price Amount” shall be the not-to-exceed amount specified in Exhibit B (Pricing Schedule) for the provision of required Services by Contractor to County under the Contract in accordance with Exhibit A (Statement of Work).

2.25 INITIAL TERM

As used herein, the term “Initial Term” shall have the meaning specified in Paragraph 4 (Term of Contract).

2.26 MAXIMUM FIXED PRICE

As used herein, the term “Maximum Fixed Price” shall mean a not-to-exceed amount to be paid by County to Contractor for Optional Services provided by Contractor pursuant to an agreed upon Work Order following County’s request therefor.

2.27 SYSTEM

As used herein, the term “System” shall mean the Assessor systems including all interfaces as expanded through modernization.

2.28 ASSESSOR SYSTEM MODERNIZATION CONSULTING SERVICES

As used herein, the term “Assessor System Modernization Consulting Services” shall have the same meaning as “Services”.

2.29 ASSESSOR SYSTEM MODERNIZATION RFPs

As used herein, the term “Assessor System Modernization RFPs” shall mean the requests for proposals to be issued by County for the acquisition, implementation and maintenance of components to be used in, and are part of the Assessor System Modernization, with relation to which Contractor shall provide Services under this Contract.

2.30 VENDORS

As used herein, the terms “Vendors” shall mean the vendors selected by County to provide components for the Assessor System Modernization as a result of the Respective RFPs.

2.31 MILESTONE

As used herein, the term “Milestone” shall mean any of the Statement of Work milestones, as further defined in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

2.32 RAN BOARD

As used herein, the term “RAN Board” shall mean and refer to the Remote Access Network Board.

2.33 OPTIONAL SERVICES

As used herein, the term “Optional Services” shall mean Services that may be provided by Contractor to County upon County’s request therefor and the parties’ agreement on a Work Order, including a Maximum Fixed Price.

2.34 POOL DOLLARS

As used herein, the term “Pool Dollars” shall mean the amount allocated under the Contract for the provision by Contractor of Optional Services as provided herein, all requested and approved by County in accordance with the terms of this Contract.

2.35 PRICING SCHEDULE

As used herein, the term “Pricing Schedule” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).

2.36 PROJECT CONTROL DOCUMENT; PCD

As used herein, the terms “Project Control Document” and “PCD” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

2.37 PROJECT PLAN

As used herein, the term “Project Plan” shall have the meaning specified in Deliverable 1 (Project Control Document) of Exhibit A (Statement of Work).

2.38 REQUEST FOR PROPOSALS; RFP

As used herein, the terms “Request for Proposals” and “RFP” shall mean and refer to the County Request for Proposals (RFP) for Assessor Systems Modernization Consulting Services, as a result of which Contractor was selected to provide Services hereunder.

2.39 REQUIRED SERVICES

As used herein, the term “Required Services” shall mean the consulting services relating to the MBIS RFP that are required to be provided by Contractor during the term of this Contract pursuant to Exhibit A (Statement of Work).

2.40 PROJECT SCHEDULE

As used herein, the term “Project Schedule” shall mean and refer to the project timeline set forth in Exhibit C (Project Schedule).

2.41 STATE

As used herein, the term “State” shall mean the State of California, USA.

2.42 STATEMENT OF WORK; SCOPE OF WORK

As used herein, the terms “Statement of Work” and “Scope of Work” shall mean the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Statement of Work).

2.43 TASK(S)

As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.44 WORK ORDER

As used herein, the term “Work Order” shall mean the agreed upon terms of any component of Optional Services to be provided by Contractor to County pursuant to this Contract.

3. WORK

- 3.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work) and any applicable Work Order.
- 3.2 If Contractor provides any tasks, subtasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 Upon completion by Contractor and approval by County of the Services requested by County and set forth in Exhibit A (Statement of Work), County will update the log of Services in Exhibit C (Project Schedule) accordingly.

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon the Effective Date and shall continue for four (4) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).
- 4.2 At the end of the Initial Term, County may, at its sole option, extend this Contract for two (2) additional one-year term (hereinafter “Extended Term”). County shall be deemed to have exercised its extension option automatically, without further act, unless, no later than thirty (30)

days prior to the expiration of the Initial Term, the Director, in his/her sole discretion, notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 4.2.

- 4.3 As used throughout this Contract, the word “term” shall include the Initial Term and the Extended Term, to the extent County exercises its option under this Paragraph 4.
- 4.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).
- 4.5 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

5. CONTRACT SUM

- 5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract, including all Required Services and any Optional Services, and shall not exceed as detailed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein or authorized by a Work Order. Contractor shall be entitled to reimbursement for travel and lodging outside the boundaries of the County provided such travel is authorized in advance by the Project Director.
- 5.3 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. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director, with a copy to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

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

5.5 INVOICES AND PAYMENTS

- 5.5.1 Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor’s payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in a Work Order, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods,

services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.

5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor's amounts for Services shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.

5.5.3 Contractor shall submit all invoices to Department's Accounts Payable Manager, with a copy to County's Project Manager and County's Project Director, within thirty (30) calendar days following County's approval and acceptance of the Services invoiced at the addresses set forth in Exhibit E (County's Administration). The invoices shall be in a form approved by County's Project Director and shall meet the following requirements:

- (a) Invoices must contain the Contract Number.
- (b) Invoices must include the number(s) and description of the Deliverable(s) and/or Work Order being invoiced.
- (c) Upon approval by County's Project Director, payments will be processed by County in a timely manner.

5.5.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable Work Order.

5.5.5 County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.5.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6. ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY'S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (herein "County's Administration"), as referenced in this Paragraph 6 below, is set forth in Exhibit E (County's Administration). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County's Administration) shall also

include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY'S PROJECT DIRECTOR

County's Project Director will be responsible for ensuring that the objectives of this Contract are met. County's Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County's Project Director or designee.

6.3 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contractor. County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County's Project Manager will on a regular basis interface with Contractor's Project Manager. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to the technical, business and operational standards and requirements of this Contract.

7. ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (herein "Contractor's Administration"), as referenced in this Paragraph 7 below, is set forth in Exhibit F (Contractor's Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor's performance of all Services under the Contract and ensuring Contractor's compliance with this Contract. Contractor's Project Manager shall interface with County's Project Manager no less than weekly and shall be available during business hours acceptable to County for telephone/email contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

7.3 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall provide qualified personnel to provide Services and other work under the Contract, including any and all Consultants. County has the absolute right to approve or disapprove any member of Contractor's Administration or any Consultants providing Services under the Contract and any proposed changes in Contractor's Administration staff or Consultants, including but not limited to Contractor's Project Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of poor performance, malfeasance, impropriety or violation of Contractor or County rules by the employee.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.4.1 At any time prior to or during term of this Contract, County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. All fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.
- 7.4.3 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

7.5 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

8. CHANGE NOTICES AND AMENDMENTS

- 8.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.
- 8.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's Project Director, or designee, and Contractor's Project Manager. Consistent with the foregoing, County's Project Director is specifically authorized to execute Change Notices for the acquisition of Optional Services using Pool Dollars and to update Exhibit C (Project Schedule).
- 8.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s). Notwithstanding the foregoing, the Director is

specifically authorized to execute any Amendment for increases in the Contract Sum by up to ten percent (10%) cumulatively above the Contract Sum as of the Effective Date.

- 8.4 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Director.

9. ASSIGNMENT AND DELEGATION

- 9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment.
- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract by County. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 9.4 For any change affecting Contractor's Administration or Contractor's project personnel, Contractor shall submit to County Project Director, with a copy to County's Project Manager, written notification and request to effect the requested change. County's Project Director or designee may accept or reject such notification.

10. AUTHORIZATION WARRANTY

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

11. BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County

employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

12. COMPLIANCE WITH APPLICABLE LAW

- 12.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 12.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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.

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

14.1 JURY SERVICE PROGRAM

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

14.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 14.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- 14.2.2 For purposes of this Paragraph 14, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 14. The provisions of this Paragraph 14 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.
- 14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 14.2.4 Contractor's violation of this Paragraph 14 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. CONFLICT OF INTEREST

- 15.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 15.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description

of all relevant circumstances. Failure to comply with the provisions of this Paragraph 15 shall be a material breach of this Contract.

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

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

17. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT

18.1 RESPONSIBLE CONTRACTOR

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

18.2 CHAPTER 2.202 OF THE COUNTY CODE

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

18.3 NON-RESPONSIBLE CONTRACTOR

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

18.4 CONTRACTOR HEARING BOARD

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

18.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 18 shall also apply to subcontractors of County contractors.

19. CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County’s policy to encourage all County Contractors to voluntarily post County’s “Safely Surrendered Baby Law” poster in a prominent position at Contractor’s place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. County’s Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

20. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

- 20.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 20.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

22. COUNTY’S QUALITY ASSURANCE PLAN

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

23. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

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

24. EMPLOYMENT ELIGIBILITY VERIFICATION

- 24.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 24.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

26. FAIR LABOR STANDARDS

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

27. FORCE MAJEURE

- 27.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described

above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 27 as “force majeure events”).

- 27.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 27, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 27.3 In the event Contractor’s failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

28. GOVERNING LAW, JURISDICTION AND VENUE

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

29. INDEPENDENT CONTRACTOR STATUS

- 29.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 29.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 29.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers’ Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 29.4 Contractor shall adhere to the provisions stated in Paragraph 41 (Confidentiality).

30. INDEMNIFICATION

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

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 30 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

31. INSURANCE

31.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 31, including Paragraph 31.4 (Insurance Coverage Requirements), of this Base Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

31.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- 31.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 31.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 31.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 31.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or

suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

31.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

31.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

31.3.2 FAILURE TO MAINTAIN INSURANCE

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

31.3.3 INSURER FINANCIAL RATINGS

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

31.3.4 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

31.3.5 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or

relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

31.3.6 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

31.3.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

31.3.8 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

31.3.9 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

31.3.10 SEPARATION OF INSURED

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

31.3.11 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

31.3.12 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

31.4 INSURANCE COVERAGE REQUIREMENTS

31.4.1 GENERAL LIABILITY

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

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

31.4.2 AUTOMOBILE LIABILITY

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

31.4.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

31.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

32. LIQUIDATED DAMAGES

32.1 If, in the judgment of the Director, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereunder, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:
- (a) Deduct from Contractor's payment, pro rata, those applicable portions of the monthly amounts due to Contractor; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
 - (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 32.3 The action noted in Paragraph 32.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 32.4 This Paragraph 32 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 32.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

33. APPROVAL OF WORK

All tasks, subtasks, "work products" (deliverables), services or other work performed by Contractor are subject to the written approval of County's Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by County.

34. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 34.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 34.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 34.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in

compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 34.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 34.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 34.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. NON-EXCLUSIVITY

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

36. NOTICE OF DELAYS

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

37. NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Director and County's Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Director, with assistance from County's Project Manager, is not able to resolve the dispute, the Director or designee shall resolve it.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

40. NOTICES

- 40.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County's Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit F (Contractor's Administration).

Addresses may be changed by either party giving ten (10) day's prior written notice thereof to the other. The Director's designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

- 40.2 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

41. CONFIDENTIALITY

- 41.1 Contractor shall maintain the confidentiality of all records and information, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information privacy and security and the protection of confidential records and information.

- 41.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 41, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 41 shall be conducted by Contractor and

performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 41.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that each Consultant and any other person performing work for or on behalf of Contractor shall sign and adhere to the terms and conditions set forth in Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.

42. PUBLIC RECORDS ACT

- 42.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted by Contractor in response to the Request for Proposals resulting in this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 42.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43. PUBLICITY

- 43.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:
- Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director or designee. County shall not unreasonably withhold written consent.
- 43.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor

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

- 44.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 44.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 44.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

45. RECYCLED BOND PAPER

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

46. SUBCONTRACTING

- 46.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 46.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County's request:

- (a) A description of the work to be performed by the subcontractor;
- (b) A draft copy of the proposed subcontract; and
- (c) Other pertinent information and/or certifications requested by County.

- 46.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 46.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 46.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 46.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 46.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 46.8 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

49. TERMINATION FOR CONVENIENCE

- 49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) days after the notice is sent.
- 49.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 49.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.
- 49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 49. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 44 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

- 50.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:
- (a) Contractor has materially breached this Contract; or
 - (b) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required either under this Contract; or
 - (c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

- 50.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 50.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 50.2.
- 50.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 51.3, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.
- 50.4 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default under the provisions of this Paragraph 50, or that the default was excusable under the provisions of Paragraph 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).
- 50.5 The rights and remedies of County provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51. TERMINATION FOR IMPROPER CONSIDERATION

- 51.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor’s performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 51.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller’s Employee Fraud Hotline at (800) 544-6861.
- 51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

52. TERMINATION FOR INSOLVENCY

52.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

55. VALIDITY

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

56. WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies specified in this Paragraph 55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57. WARRANTY AGAINST CONTINGENT FEES

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

58. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

59. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPS

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

60. PROPRIETARY RIGHTS

- 60.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all information, data, plans, diagrams, reports and other documents and records (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. Contractor shall ensure that each Consultant and any other person providing work for or on behalf of Contractor shall fully execute Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.
- 60.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 60.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 60.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 60.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 60.4 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 60.3 above or for any disclosure which County is required to make under any state or federal law or order of court.
- 60.6 All the rights and obligations of this Paragraph 60 shall survive the expiration or termination of this Contract.

61. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration) upon request.

62. INTELLECTUAL PROPERTY INDEMNIFICATION

- 62.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 62.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, software or services product; or

- Replace the questioned equipment, software or services product with a non-questioned item;
or
- Modify the questioned equipment, software or services product so that it is free of claims.

62.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

63. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

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

COUNTY:

By _____
Director

CONTRACTOR:
Solaray LLC

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
VICTORIA MANSOURIAN
Senior Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

1. OBJECTIVE

The County of Los Angeles Office of the Assessor (Department) intends to obtain the services of one (1) consultant to act as the Department's Enterprise Architect for the purpose of planning and implementing an Enterprise Systems Architecture (ESA) for the Department, and the various interfaces with County agencies and external entities.

2. BACKGROUND

The County of Los Angeles Office of the Assessor establishes a taxable value and completes an assessment roll for all property subject to property taxation. This includes all real estate and personal property (businesses, manufactured homes, boats, and airplanes) located throughout the entire county. The County encompasses 4,100 square miles and 88 cities with property rolls of over \$1 trillion. The Assessor's Office services the County through the main office at the Hall of Administration in Los Angeles, four (4) District Offices geographically dispersed through the County, and a satellite office in Lancaster.

The Assessor's computing environment includes an IBM mainframe (hosted offsite), an IBM iSeries midrange, 100+ Windows Servers, two (2) Storage Area Network, and at least 1,500 workstations. The property database consists of 2.7 million parcels. Many of the core applications are on legacy systems which have several serious limitations. For example, the Property Database, which was implemented twenty years ago, uses IBM mainframe technology, and that presents challenges including but not limited to:

- The complex batch processing nature of the system means that it can sometimes take weeks for transactions to be fully processed through the system.
- Many Departmental business functions are not automated and much of the Department's data is not in electronic form, which is needed for current Departmental business processes.
- There are over 70 aging applications that have been implemented on the mainframe, midrange, DOS, and Windows Servers. These applications are not integrated in an Enterprise Architecture.
- The existing mainframe application(s) has been in operation since the 1960s. The applications have been patched numerous times throughout the decades. Since it is a legacy design, it is difficult to customize the applications to address new business requirements.

As part of its overall technology strategy, and as a result of a recent feasibility study, the Office of the Assessor intends to redevelop the Property Assessment system and several other major systems.

3. SCOPE OF WORK

The Consultant shall continue his work as the Department's Enterprise Architect by guiding the effort to plan and implement an enterprise architecture. This includes the following tasks involving the replacement of the property assessment system and other legacy systems:

Consultant shall provide verbal and written (via email regularly, memo monthly) status updates at least once a week and more frequently if requested. Consultant shall also attend project meetings as directed by the Project Manager and executive meetings as needed.

Task 1: Program and Project Administration:

Consultant shall provide guidance and recommendations on best practices to County Project Director, County Project Manager and other key stakeholders on program and project administration including: project planning/scheduling, requirements gathering, documentation and verification, scope management, integration management, risk management, time management, cost management, quality management, human and material resource management, communications management, implementation/execution and migration management, testing, change management, user acceptance strategies and identifying critical success factors.

Deliverable 1.1: Architecture Definition Document

The Architecture Definition Document provides a qualitative view of the solution and aims to communicate the intent of the architected solution.

Deliverable 1.2: Architecture Requirements Specification

The Architecture Requirements Specification provides a quantitative view of the solution, stating measurable criteria that must be met during the implementation of the architecture. It provides a set of quantitative statements that outline what an implementation project must do in order to comply with the architecture.

Task 2: Design and Development Management:

Consultant shall provide guidance and recommendations on software development standards, policies and best practices. This includes the recommendation for the establishment of an integrated development environment, guidance on quality assurance, testing, issue tracking, service level agreements, release management, resource skill set assessment and training.

Task 3: New Infrastructure Design and Implementation:

Consultant shall provide guidance and recommendations on configuration management and on the purchase of software and hardware tools needed to design and implement an infrastructure sufficient to meet the needs of the new property assessment systems. This includes the following software products and tools: data cleanup and conversion, records management, electronic master property record (document imaging and conversion), mobility support, case management, business rules engine, workflow engine, integration product, service oriented architecture, messaging, electronic data interchange, business intelligence and more.

Deliverable 3.1: Application portfolio management

Includes management of “AS IS” information (application, infrastructure, information, business, organization), assessment and recommendation to eliminate over laps.

Task 4: Advise Partner Departments:

Consultant shall provide guidance and recommendation to other county departments not limited to the Auditor-Controller, Treasurer & Tax Collector, and Registrar Recorder for the purpose of enhancing the communication and exchange and integration of information with the Assessor and amongst each other.

4. WORK HOURS AND LOCATION –

This is a full time position that may require work beyond normal business hours based on the needs of the Office of the Assessor. Work shall be performed at the Assessor's main office in Los Angeles with occasional visits to other facilities. Contractors should reside in Southern California during the multi-year duration of the contract as telecommuting is not permitted.

Work location:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Work may be required between standard office hours that will be set by the Project Manager between Monday ~ Friday 7:30 a.m. - 6:00 p.m.

Periodic trips to other departments in Los Angeles County may be required. The Office of the Assessor does not provide parking.

EXHIBIT B
PRICING SCHEDULE
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

REQUIRED SERVICES AND CONTRACT SUM

All Required Services shall be provided by Contractor and any of its Consultants under the Contract in accordance with Paragraph 3 (Work) of the Base Contract and Exhibit A (Statement of Work) following approval and acceptance by County. Contractor shall provide all Required Services specified in Exhibit A (Statement of Work) at the Fixed Annual Hourly Rate of \$118 for a contract total not to exceed \$290,000.

EXHIBIT C
PROJECT SCHEDULE
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

Activity	Time Targets
Obtain Enterprise Components	03/01/2014-10/01/2014
Obtain Business Best of Breed (RFP)	03/01/2014-03/01/2015
Initial Design and Framework	07/01/2014-04/01/2015
Gap Assessment and Agile Utilization to Close Gaps	04/01/2015-07/01/2017
Parallel Execution of 2017 Roll	07/01/2015-07/15/2015
Compare Executions Results and Identify Each and Every Deviation	07/15/2017-01/02/2018
Initial Go Live	01/02/2018
Corrections, Enhancements, and Adjustments	01/02/2018-03/01/2019

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION

Solaray, LLC
Company Name

1223 Wilshire Blvd, Suite 755, Santa Monica, California, 90403
Address

04-358-2118
Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION

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

Signature

Date

Dan Gielan, President
Name and Title of Signer (please print)

EXHIBIT E
COUNTY'S ADMINISTRATION
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

NAME: _____

TITLE: _____

ADDRESS: Los Angeles County Assessor

500 W Temple St.

Los Angeles, CA 90012

TELEPHONE: (xxx) xxx-xxxx

E-MAIL ADDRESS: _____

COUNTY'S PROJECT MANAGER:

NAME: _____

TITLE: _____

ADDRESS: Los Angeles County Assessor

500 W Temple St.

Los Angeles, CA 90012

TELEPHONE: _____

E-MAIL ADDRESS: _____

DIRECTOR:

NAME: _____

TITLE: _____

ADDRESS: Los Angeles County Assessor

500 W Temple St.

Los Angeles, CA 90012

TELEPHONE: _____

E-MAIL ADDRESS: _____

EXHIBIT F
CONTRACTOR'S ADMINISTRATION
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

NAME: Dan Gielan
TITLE: Solaray, LLC
ADDRESS: 1223 Wilshire Blvd, Suite 755
Santa Monica, CA 90403
TELEPHONE: (424) 245-6374
FACSIMILE: _____
E-MAIL ADDRESS: dgielan@solarayllc.com

CONTRACTOR'S EXECUTIVE:

NAME: Dan Gielan
TITLE: Solaray L.L.C
ADDRESS: 1223 Wilshire Blvd, Suite 755
Santa Monica, CA 90403
TELEPHONE: (424) 245-6374
FACSIMILE: _____
E-MAIL ADDRESS: dgielan@solarayllc.com

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY
AND
ASSIGNMENT AGREEMENT
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT
AGREEMENT

PROJECT NAME Assessor Systems Modernization Consulting Services

CONTRACTOR/EMPLOYER NAME Solaray LLC

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER _____

GENERAL INFORMATION

The organization identified above (“Contractor”) is under contract (“Contract”) to provide certain services (“Services”) to the County of Los Angeles (“County”). County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement (“Agreement”).

EMPLOYEE STATUS ACKNOWLEDGMENT

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

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

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

CONFIDENTIALITY AGREEMENT

My work may be concerned with services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with County. County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this Agreement to be eligible to perform work for my employer under the County Contract. I have read this Agreement and have taken due time to consider it prior to signing.

I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any data or information obtained while performing work under the above-referenced Contract between my employer and County. I agree

to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

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

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire", or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this Agreement or the above referenced Contract.

I acknowledge that violation of this Agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: _____ DATE: ____/____/____

PRINTED: _____ POSITION: _____

EXHIBIT H
JURY SERVICE ORDINANCE
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

EXHIBIT I
SAFELY SURRENDERED BABY LAW
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

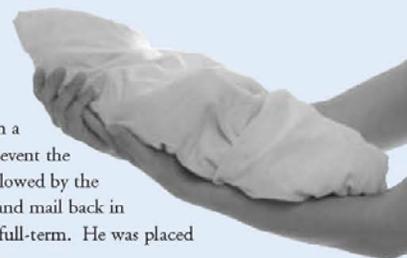
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



EXHIBIT J
DEFAULTED PROPERTY TAX REDUCTION
PROGRAM ORDINANCE
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT K
REQUEST FOR PROPOSALS (RFP)
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

TO BE INCORPORATED BY REFERENCE

EXHIBIT L
CONTRACTOR'S PROPOSAL
FOR
ASSESSOR SYSTEMS MODERNIZATION CONSULTING SERVICES

TO BE INCORPORATED BY REFERENCE



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

WENDY L. WATANABE
AUDITOR-CONTROLLER

March 18, 2014

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:

**INVESTIGATIONS OF POSSIBLE CRIMINAL ACTIVITY
WITHIN COUNTY GOVERNMENT POLICY REVISION
ALL DISTRICTS
(3 VOTES)**

SUBJECT

Approve the amendment to Board of Supervisors (Board) Policy 9.040, Investigations of Possible Criminal Activity Within County Government, as approved by the Audit Committee, to include updates and revisions, and extend the Sunset Review Date for five years from the date on which the amended Policy is approved by your Board.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached revised Board Policy 9.040, Investigations of Possible Criminal Activity Within County Government, which includes updated relevant authorities and language, provides details of the County Fraud Hotline function, and clarifies the role and authority of the Auditor-Controller (A-C) with respect to Countywide investigations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 1981, your Board approved Policy 9.040, which mandates that the proper authorities be notified of any suspected criminal activity by a County employee or agency contracting with the County. The Policy specifies your Board's designation of the Sheriff's, District Attorney, and the A-C as the only County agencies with the

authority to conduct criminal investigations.

The recommended updates and revisions implement various ministerial changes, better align the Policy with the County's current fraud reporting and investigative processes, address the A-C's Fraud Hotline Database (which was implemented in 2006, after the last Sunset Review Date), and codify the A-C's reporting and notification requirements.

For example:

- The A-C will provide oversight and accountability for investigations by maintaining a confidential Fraud Hotline database of all reported allegations;
- The A-C will provide a semi-annual Fraud Hotline Status Report to your Board, and notice to Counsel when a County contractor is referred to the District Attorney due to possible criminal activity;
- The Policy is revised to be consistent with Department of Human Resources policies, procedures, and guidelines related to employees' obligation to cooperate with official investigations.

The Policy also contains clarifications to ensure that all departments are aware of their obligation to cooperate with investigations of fraud, waste, and abuse within County government, and the A-C's authority to access official records necessary to complete our audits and investigations.

Implementation of Strategic Plan Goals

Approval of the revised Board Policy is consistent with the County's Strategic Plan Goal Number 1, Operational Effectiveness. By clarifying and defining the responsibilities of departments and the investigative authorities, the Policy will increase the effectiveness of the fraud and misconduct reporting, investigation, and result notification cycle.

FISCAL IMPACT/FINANCING

There is no direct fiscal impact related to the recommended adoption of this revised policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

- On September 9, 1981, on the motion of Supervisor Michael D. Antonovich, your Board established procedures for the investigation of possible criminal activity within the County, specifically, that such suspected activity will be immediately referred to the Sheriff's, the A-C, and/or the District Attorney, as applicable. Departments were directed to not conduct their own criminal investigations. The

recommended amendments will align Policy 9.040 with recent developments related to the A-C's investigative responsibilities.

- On October 1, 1988, the A-C established the County Fraud Hotline to allow County employees and private citizens to anonymously report suspected fraudulent or inappropriate activity involving County employees and/or vendors.
- On September 1, 1998 and on July 1, 2003, the A-C issued memos to each department and district head, reinforcing that the A-C is the central repository for fraud, waste, and abuse allegations, and that the A-C is responsible for logging and tracking such allegations, as well as determining the most appropriate agency to investigate.
- California Government Code Section 53087.6, which was enacted in 2008, authorizes county A-Cs to maintain an anonymous whistleblower hotline for individuals to report information regarding suspected fraud, waste, or abuse by local government employees. This Code Section also provides the authority to conduct investigative audits, and requires that certain information related to whistleblower hotline complaints is kept confidential.
- California Penal Code Section 830.13 provides that A-C investigators serve in a peace officer capacity with respect to the service of search warrants during the scope of their employment.
- Los Angeles County Code Section 2.10.010, Bookkeeping and Auditing of Accounts, provides that bookkeeping and auditing of accounts of all County offices and departments shall be subject to the inspection and control of the A-C, under the supervision and direction of the Board.
- County Counsel has reviewed the amended Policy. Additionally, as required by your Board, County policy revisions other than an extension of the Sunset Review Date must be presented to, and approved by the Audit Committee. The A-C presented the Policy amendments to the Audit Committee and received final approval on December 18, 2013.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Policy revisions will provide all departments and employees with clear guidance on their respective roles in reporting and investigating potential criminal activity within County government. This policy strengthens the County's Fraud Hotline Program, which is designed to minimize the occurrence of fraud, waste, and abuse. Also, the Policy as revised will reinforce Countywide policies that direct inter-department cooperation, which is critical to an effective investigation process.

The Honorable Board of Supervisors
March 18, 2014
Page 4

Respectfully submitted,



Wendy L. Watanabe

WENDY L. WATANABE
Auditor-Controller

WLW:RGC:GZ:RHL:AMS

Attachment

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



Los Angeles County
BOARD OF SUPERVISORS POLICY MANUAL

Policy #:	Title:	Effective Date:
9.040	Investigations of Possible Criminal Activity Within County Government	09/08/81

PURPOSE

Mandates that the proper authorities be notified of any suspected criminal activity relating to fraud, waste, or misuse of County resources by a County employee or agency contracting with the County.

REFERENCE

California Government Code Section 53087.6

California Penal Code Section 830.13

County Code 5.02.06 - Retaliation for reporting fraud, waste, or misuse of County resources prohibited

Board of Supervisors Policy Manual Section 6.109 – Security Incident Reporting

Los Angeles County Code Section 2.10.010 – Bookkeeping and auditing of accounts – Control authority

September 8, 1981 Board Order, Synopsis 89

November 17, 1987 Board Order 70 instructing the CAO, Sheriff's, County Counsel and Auditor-Controller to develop a detailed guideline for handling suspected employee theft

October 4, 1991 Auditor-Controller "Special Investigations Unit History" Guidelines for Handling the Investigation and Reporting of Employee Misconduct (Promulgated in December 1987 and revised in December 1992)

September 1, 1998 Auditor-Controller "Employee Fraud Hotline Investigations" memo to each department and district head

POLICY

The Board of Supervisors has designated the Sheriff's, District Attorney, and Auditor-Controller as the only County agencies with the authority to conduct criminal investigations relating to fraud, waste, or misuse of County resources of misconduct within County government. These agencies have agreed that in all instances when it is suspected that a County employee or an agency contracting with the County has engaged in committed a criminal activity, the Auditor-Controller's Office of County Investigations (OCI) Special Investigations Unit (SIU) is to be notified immediately. OCI The SIU will contact the appropriate law enforcement agency if it is determined necessary. If applicable, the Auditor-Controller will report the investigation findings to the Board, the concerned department head and the Chief Administrative Officer. Pursuant to established protocol, OCI will notify County Counsel when a County contractor is referred to the District Attorney for possible criminal violations.

Also, No department may is to conduct any internal investigation without first notifying OCI the Auditor-Controller's SIU. This ensures that only one department is investigating allegations of improprieties, and that all investigations are appropriately tracked. In order to provide Countywide oversight and accountability for investigations, the Auditor-Controller shall maintain a confidential Fraud Hotline Database of all allegations reported to OCI.

OCI may investigate, or refer out for investigation, allegations of misconduct reported to the Fraud Hotline. Departments shall report their investigative findings and conclusions to OCI within 90 days of receipt of a referral. Depending on the nature of the allegations and the outcome, the Auditor-Controller will report the results of his/her investigations to the Board of Supervisors, the appointing authority, and/or the Chief Executive Officer, as appropriate. The Auditor-Controller shall, if requested, honor requests for confidentiality from the District Attorney and Sheriff's. In addition, the Auditor-Controller will provide a semi-annual report to the Board of Supervisors summarizing the results of all closed investigations.

County departments, special districts, commissions, and other entities under the control of the Board of Supervisors, and their officers and employees, shall cooperate fully with official investigations. Except to the extent prohibited by law, the Auditor-Controller shall have access to and the authority to examine and reproduce, any and all books, accounts, reports, vouchers, correspondence files, and all other records, as well as the property, facilities, and premises of the County, its departments, special districts, and commissions, as may be material and relevant to his/her audits and investigations. Any officer or employee of any agency or entity having control of such records or property shall permit the Auditor-Controller access to, and examination and reproduction thereof, upon request of the Auditor-Controller or his/her designee. The Auditor-Controller shall comply with all statutory requirements of confidentiality, and assert all applicable privileges, with regard to records obtained in the course of its audits and investigations.

Any request to withhold access to records, information, or facilities that are not otherwise legally restricted from the Auditor-Controller must be approved by the Board of Supervisors.

RESPONSIBLE DEPARTMENT

Auditor-Controller

DATE ISSUED/SUNSET DATE

Issue Date: September 8, 1981

Review Date: August 21, 2003

Review Date: March 18, 2014

Sunset Date: September 8, 2003

Sunset Date: September 8, 2013

Sunset Date: March 18, 2019

Board IT Agenda Items

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
CIO	Amendment Number Two to Contract between the County of Los Angeles and SourceCorp BPS, Inc. for Document Imaging Services	Add the Assesor and Coroner to existing Contract for document imaging services for digitizing documents and optical media. Funding Source: Departments' FY 2013-14 and FY 2014-15 Operating Budgets Existing Agreement #: Not Specified	\$4M	Operations	3 years, through August 2017	3/11/2014
DPH	Board Agreement for Children's Health Outreach Initiative (CHOI) Application Development Services	Board Agreement with Codai, Inc., for provision of application development, maintenance and support services for Children's Outreach Initiative (CHOI) Funding Source: 100% funded by First 5 LA and MAA Reimbursement funds Existing Agreement: N/A	\$320,000	Health & Mental Health Services	3 years	3/11/2014
TTC	Sole source contract with Bid4Assets, Inc. (Bid4Assets) to provide online auctions of tax defaulted property services.	Requesting 1) approval of sole source contract with Bid4Assets to conduct online auctions of tax defaulted property; 2) delegated authority to exercise the extensions to the contract; and 3) delegated authority to execute future Amendments to modify the terms of the Statement of Work that do not materially alter the contract, and/or to add and/or change certain terms and conditions in the contract. Funding Source: N/A \$0 Contract Sum Existing Agreement: N/A	\$0. (Bid4Assets will assess its own fees to the winning bidder of the online auction.)	Operations	Three years with two one-year options and six month-to month extensions.	3/18/2014
DPW	Information Technology Student Interns Program	This action is to award two contracts for an Information Technology Student Interns Program to the following universities: <u>California State University Fullerton</u> , Auxiliary Services Corporation; and <u>California State University Dominguez Hills</u> , College of Business Administration and Public Policy, to provide information technology students with paid internships. Funding Source: DPW FY 2013-14 Internal Service Fund Existing Agreement: N/A	\$300,000/yr	Community & Municipal Services	3 years + two 1-yr extensions + six one-month extensions (66 months total)	3/18/2014

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
ASSR	Agreement with Solaray, LLC., for Enterprise Architect	Sole Source Agreement with Solaray, LLC., for Enterprise Architect. Approx. Board Date: TBD Funding Source: Assessor's FY 2014-15 Operating Budget Existing Agreement: N/A	\$290,000	Operations	One year	
ARTS COMM	Ticketing and Donor Relations System from Ticketsage, Inc. for the Ford Theatres	This Agreement is for a Ticketing, Donor Relations and Marketing System for the Ford Theatres. Approx. Board Date: TBD Funding Source: Arts Comm. FY 2014-15 Operating Budget Existing Agreement: N/A	\$170,000	Health & Mental Health Services, Operations	4 years, with 3 1-year options	
PD	Agreement with PCG Consulting to Perform CMS Consulting Services	Analyze Case Management System alternatives, develop strategy and make recommendations. Approx. Board Date: TBD Funding Source: Department's FY 2014-15 Operating Budget Existing Agreement: N/A	\$252,785	Public Safety	12 months	
DRP	Permit and Land Management Solutions (PALMS) Implementation Project	Award a two-year contract to Tyler Technologies Inc. to provide a commercial-off-the-shelf (COTS) solution for the Permit and Land Management Solutions (PALMS) Implementation Project. Approx. Board Date: TBD Funding Source: DRP FY 2013-14 Operating Budget Existing Agreement: N/A	TBD	Operations	2 years	
CIO	Approval of Revisions to Board IT Security Policies 6.100-6.112	All of the Board's Information Technology (IT) Security Policies has been revised to address currency and technology evolution. Some of the major revisions to highlight are: consistent use of language, newly defined terms, appropriate use of technology, further clarification of the Countywide Information Security Program, and support of recent IT capabilities in the area of mobile and portable devices (i.e., County-owned only), internet, social media, and internet storage websites. Approx. Board Date: TBD Funding Source: N/A Existing Agreement: N/A	\$0	Operations	N/A	

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
CIO/CEO/DHS/DMH & DCFS	Countywide Master Data Management (CWMDM)	<p>Implement a Master Data Management solution for the entire County, to include:</p> <ol style="list-style-type: none"> 1. Development and maintenance of a catalog of enterprise data objects. (Data entities, Authoritative sources, Attributes, Values, Access control and policies). 2. Development and maintenance of a catalog of existing system interfaces. 3. Development of policies for enterprise information management. 4. Building of an Enabling Infrastructure (shared service) for enterprise information management, including Master Data Management; Enterprise Messaging and Service Bus; and Data Analytics. <p>Funding Source: ITF, CEO IT Fund, and PIF Existing Agreement: N/A</p>	TBD	Operations	TBD	
LASD	Multimodal Biometric Identification System (MBIS)	<p>Development of an automated biometric identification system to replace current Cogent system.</p> <p>Approx. Board Date: TBD Funding Source: RAND Board Existing Agreement: N/A</p>	TBD	Public Safety	TBD	
CIO	Enterprise IT Security and Privacy Awareness Training Content	<p>Acquisition, content customization, and implementation of the enterprise IT Security and Privacy Awareness training content for use in the County's Learning Net (or Library Management System - LMS). This training content includes HIPAA/HITECH, security best practices, etc. to support Board Policy # 6.111 Security Awareness Training.</p> <p>Approx. Board Date: TBD Funding Source: ITF Existing Agreement: N/A</p>	\$240,000	Operations	N/A	

