



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

SACHI A. HAMAI
Chief Executive Officer

DATE: March 31, 2016
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 – James Blunt / Gevork Simdjian

- A) **Board Letter – SELF-HELP LEGAL ACCESS CENTERS AMENDMENT NO. 2**
DCBA – Brian Stiger or designee

- B) **Board Letter – REQUEST FOR BOARD APPROVAL OF DELEGATE AUTHORITY TO ENTER SOLE SOURCE AGREEMENT FOR SERVICES WITH SABA SOFTWARE, INC. FOR LEARNINGNET UPGRADE.**
DHR – Lisa Garrett or designee

- C) **Board Letter - DEPARTMENT OF PARKS AND RECREATION AMERICANS WITH DISABILITIES ACT EMERGENCY SHELTER IMPROVEMENT PROJECTS – CAPITAL PROJECT NOS. 87248, 87249, 87250, 87251, 87252, 87253**
ISD – Dave Chittenden or designee

2. Public Comment

3. Adjournment



Brian J. Stiger
Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF
CONSUMER AND BUSINESS AFFAIRS**

Members of the Board
Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich

"To Enrich Lives Through Effective and Caring Service"

April 19, 2016

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:

**DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS:
APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 77605
WITH NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
TO PROVIDE ADDITIONAL FUNDING FOR
THE SELF-HELP LEGAL ACCESS CENTERS PROGRAM FOR
CONTRACT OPTION YEAR 2015-16
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Proposed Amendment No. 2 to Agreement 77605 (Contract) will amend the Contract with Neighborhood Legal Services of Los Angeles County (NLS) to provide \$100,000 in additional funding for the Self-Help Legal Access Centers (SHLAC) Program for contract option year 2015-16 to open a new center in Chatsworth.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign Amendment No. 2 to Agreement No. 77605 with NLS to provide additional funding for the SHLAC Program for contract option year 2015-16.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 9, 2011, your Board approved this Agreement with NLS to operate and staff the SHLAC program. The term of the Contract is three (3) years with the option to extend

the Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. On August 21, 2015, the Director of Consumer and Business Affairs, exercising Board delegated authority, notified NLS that the term of the Contract was extended by one (1) year, exercising option year 2 of the Contract.

The SHLAC program assists nearly 130,000 self-represented litigants throughout Los Angeles County every year. Due to the Court's decision to move the family law courtrooms from San Fernando courthouse to Chatsworth courthouse in late 2014 self-help services are now needed at the Chatsworth courthouse.

Approval of Amendment No. 2 will provide funding in the current fiscal year to help launch self-help services at the Chatsworth courthouse. This funding will allow NLS to provide the needed self-help services at Chatsworth during the current contract year that ends August 31, 2016.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1: Operational Effectiveness; and Goal 3: Integrated Services Delivery by enabling the department to provide responsive and quality services to County residents.

FISCAL IMPACT/FINANCING

Approval of Amendment No. 2 will add \$100,000 to the total contract sum. The total contract sum, including funds expended to date during the past three contract years, will increase to \$11,007,500.

These funds are Net County Cost that are included in the Department of Consumer and Business Affairs Fiscal Year 2015-16 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SHLAC pilot project was initiated in 2000 at a single location and expanded to several other locations in the intervening years. From the inception of the SHLAC program, NLS has operated and managed the SHLACs, providing assistance to people who go to court without an attorney. NLS does not provide actual legal representation under the SHLAC program. Each SHLAC is staffed with a trained lawyer, knowledgeable professionals and volunteers who assist visitors with form preparation, service of process and understanding courtroom procedures.

On August 9, 2011, your Board approved this Contract, which continued the SHLAC program. This will be the second Contract amendment.

Amendment No. 2 will amend the Contract to provide \$100,000 in additional funding for services to be rendered in 2015-16.

Board of Supervisors

April 19, 2016

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The attached Amendment No. 2 has been reviewed by County Counsel and approved as to form.

IMPACT ON CURRENT SERVICES

By amending the Contract, the SHLACs will expand services to provide the service to the public at nine existing centers and expand services to litigants at the Chatsworth Self-Help Center. SHLAC services include, but are not limited to: assisting visitors with correctly completing required court forms, providing information concerning service of court papers on involved parties, and providing counseling on how to prepare and present their own case to a judge. Counseling and assistance is provided to visitors on civil law matters including, but not limited to, family law, landlord/tenant, name change, and guardianship.

CONCLUSION

Please return one adopted copy of this letter to the Department of Consumer and Business Affairs and two (2) signed copies of the Amendment No. 2.

Respectfully submitted,

BRIAN J. STIGER
Director

BJS:WM:AC

Attachment (1)

c: County Counsel

**AMENDMENT NO. 2
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
FOR
DEVELOPMENT AND MANAGEMENT OF
SELF-HELP LEGAL ACCESS CENTERS (SHLAC)**

AGREEMENT NO. 77605

This Amendment No. 2 to Agreement No. 77605 is made and entered into this ____ day of _____, 2016 by and between the County of Los Angeles, hereinafter referred to as COUNTY, and Neighborhood Legal Services of Los Angeles County, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, on August 9, 2011 COUNTY and CONTRACTOR entered into Agreement No. 77605 (Agreement), whereby CONTRACTOR was to operate and staff the Self-Help Legal Access Centers (SHLACs) for unrepresented litigants in Los Angeles County; and

WHEREAS, Amendment No. 1 to the Agreement dated October 14, 2014 amended the Agreement to provide for additional staffing and services at the existing centers in the Northwest District (Van Nuys, San Fernando, and Santa Monica), and increase the total contract sum;

WHEREAS, on August 6, 2014, the Agreement was extended to exercise option year 1 of the Agreement pursuant to Paragraph 4.1 of the Agreement;

WHEREAS, on August 21, 2015 the Agreement has been extended to exercise option year 2 of the Agreement pursuant to Paragraph 4.1 of the Agreement;

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to provide for additional funding for expansion of services at the new SHLAC facility at the Superior Court of California, North Valley District (Chatsworth), and increase the total contract sum;

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

1. **EXHIBIT A-1, STATEMENT OF WORK**, is deleted in its entirety and hereby replaced by Exhibit A-2, Statement of Work, which is attached hereto and incorporated herein by this reference.

2. **EXHIBIT B-1, TOTAL FIXED PRICE**, is deleted in its entirety and hereby replaced by Exhibit B-2, Total Fixed Price, which is attached hereto and incorporated herein by this reference.

3. Except as specifically provided for in this Amendment No. 2, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

AUTHORIZATION OF AMENDMENT NO. 2

TO AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY

AGREEMENT NO. 77605

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this COUNTY Amendment to be subscribed by its Chairperson and the seal of said Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer, this _____ day of _____, 2016.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

Lori Glasgow
Executive Officer - Clerk
Of the Board of Supervisors
County of Los Angeles

By: _____
Deputy

CONTRACTOR

By: _____
Neal S. Dudovitz, Executive Director
Neighborhood Legal Services of Los Angeles County

APPROVED AS TO FORM:

County Counsel

By _____
Deputy County Counsel
Emily Issa

EXHIBIT A-2

STATEMENT OF WORK

CONTRACTOR will operate ten Self-Help Legal Access Centers (SHLAC) to assist unrepresented litigants at the Superior Court of California, County of Los Angeles.

CONTRACTOR shall provide the following services, as directed by the COUNTY's Project Director:

1. SHLAC Purpose and Locations: The purpose of the SHLAC is to assist unrepresented patrons in understanding the laws, regulations and court procedures relevant to their case, and to better enable them to represent themselves and make informed choices concerning the legal options available to them. The SHLAC shall not provide services already provided by the County of Los Angeles or County funded contractors. The CONTRACTOR is to operate a SHLAC at each of the following locations of the Superior Court of California, County of Los Angeles:
 - The Northwest District, Van Nuys Courthouse
 - The Southwest District, Inglewood Courthouse
 - The East District, Pomona Courthouse South
 - The North District, Antelope Valley Courthouse
 - The South District, Long Beach Courthouse
 - The North Valley District, San Fernando Courthouse
 - The West District, Santa Monica Courthouse
 - The Southwest District, Torrance Courthouse
 - The South Central District, Compton Courthouse
 - The North Valley District, Chatsworth Courthouse
2. Eligibility \ Fees for Service: All residents of Los Angeles County with business at the Los Angeles County Superior Court are eligible for service without charge regardless of their income.
3. Hours of Operation: The SHLAC offices shall be open for service during regular court days and hours, except for one designated afternoon each week. During that designated afternoon, the SHLAC may be closed in order to hold staff meetings, meet with court personnel, update Judicial Council Form Packets, modify and create self-help packets, and to attend to other matters necessary for the successful operation of the SHLAC. Each of the SHLAC may operate beyond regular court days and hours if permitted by the location at which it operates.
4. Representation and Legal Advice: SHLAC employees and volunteers shall not dispense legal advice or provide direct legal representation to SHLAC patrons. Patrons in need of legal representation shall be referred to qualified non-profit organizations as outlined in section #5.
5. Referrals: Patrons in need of representation are only to be referred to qualified non-profit legal services programs such as Public Counsel, the pro bono arm of the Los Angeles County Bar Association and approved Bar Association lawyer referral service programs. Referrals for other purposes shall only be made to appropriate government, community and

non-profit agencies. The SHLAC are not to be used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals or others. Records of referrals shall be kept by CONTRACTOR, and CONTRACTOR shall implement necessary procedures to insure that the SHLAC is not used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals or others.

6. Intake Form and Assessment: Persons requesting assistance shall complete a patron intake form. Intake forms shall indicate the following: the type of assistance the patron is seeking; if this is their first visit to the SHLAC; whether the patron is currently represented by counsel; if the District Attorney, City Attorney or other prosecuting agency is involved in any aspect of the case; how they were referred to the SHLAC; the patron's gender; and the patron's primary language. Income information will be provided on a voluntary basis for statistical purposes only. Intake forms shall disclose that both parties to a dispute may be using the SHLAC for assistance, and shall further disclose that the SHLAC is not representing the patron in this or any other matter. CONTRACTOR shall request that each patron complete a customer satisfaction survey upon completion of services. Completed paper intake forms and customer satisfaction surveys shall be retained for a period of one year. Digital records of completed intake forms and customer satisfaction surveys shall be retained for a period of three years.
7. Services: CONTRACTOR will counsel and educate patrons concerning the laws relevant to their case, assist patrons with correctly completing required court forms, provide information concerning service of court papers on involved parties, and provide counseling on how to prepare and present their own case to a judge or jury to obtain the manner of relief sought. Assistance is to be provided to patrons on civil law matters including, but not limited to: family law, landlord/tenant, name change, civil harassment restraining orders and other civil matters. All information given to patrons and the court forms completed by patrons at the Center will be overseen and reviewed by an attorney licensed to practice law in California and in good standing.
8. Staffing: Each of the SHLAC will have at least one licensed attorney present during operating hours. If for any reason, an attorney is not present at a SHLAC for more than two consecutive days, the CONTRACTOR shall notify the COUNTY.
9. Personal Consultation: The SHLAC shall provide assistance to unrepresented litigants. SHLAC staff and volunteers will assess the needs of the individual patrons and provide information and printed materials in English and Spanish and in other languages as CONTRACTOR deems necessary to fulfill the mission of the SHLAC. Staff and volunteers will provide brief, specific and time-limited assistance including, but not limited to, assistance in completing court forms, conducting legal research, understanding service of process, calculating deadlines, and understanding legal options.
10. Forms and Printed Materials: Judicial Council approved court forms shall be made available without charge to SHLAC patrons. Printed materials shall also be made available to patrons to assist them in understanding the laws, regulations, and procedures relevant to civil and family law actions. Printed materials should be available in English and Spanish and in other languages deemed appropriate and necessary by CONTRACTOR to assist patrons. Books and other publications designed to assist unrepresented patrons shall also be made

available for on-site review. CONTRACTOR shall use uniform forms and materials at the SHLAC.

11. Audio-Visual Educational Aids \ Computers: CONTRACTOR will seek the assistance of qualified organizations when necessary in order to communicate with the hearing impaired. Computers with printers shall be available to patrons to assist with forms completion and internet access for research relevant to their case.
12. Community Education and Outreach: CONTRACTOR shall engage in community education and outreach activities designed to educate the public and the bar concerning the purpose of the SHLAC, the services it offers, issues facing pro per litigants, and volunteer opportunities.
13. Court Liaison: CONTRACTOR shall establish and maintain effective and productive communications with court staff and administrators to inform them of the activities and progress of the SHLAC and to seek their support in the successful operation of the program. SHLAC staff will also meet with court officials to increase unrepresented litigants' access to the Court by improving operational effectiveness, improving Court/SHLAC forms, and developing of new Court/SHLAC procedures. A record of meetings with court officials shall be kept by each Center to document communications with the court.
14. Volunteers and Volunteer Training: CONTRACTOR shall recruit volunteer attorneys, paralegals, law students, paralegal students, college students, and community volunteers to assist patrons of the SHLAC. CONTRACTOR shall develop a training program and training manual to insure quality service and compliance with the provisions of this contract.
15. Coordination of SHLAC Services and Office Protocols: SHLAC staff will use uniform written procedures that outline office operations and employee/volunteer duties. CONTRACTOR shall coordinate the operation of all SHLAC to insure uniform policies, procedures, materials and forms. Staff from all SHLAC shall meet at least quarterly to coordinate efforts, to discuss service issues, and to insure that each center is operating efficiently and effectively.
16. Program Evaluation: CONTRACTOR shall prepare for the COUNTY an annual report which shall include the number of people assisted per Center, a summary of the number of volunteers serving at the SHLAC and the number of hours served, and summarize the results of liaison with the Court including improvements in operational effectiveness, improvements to Court/SHLAC forms, development of new Court/SHLAC procedures, or other benefits of the program
17. Reports: Complete financial reports of expenditures shall be provided to the COUNTY by the twenty-fifth day of each month for the previous month. Reports must also be submitted by the twenty-fifth day of each month for the previous month which detail the number of clients served, the type of service provided, the income ranges of patrons, and a summary of the required customer satisfaction surveys.

18. Copies and Stamps: CONTRACTOR shall conduct a pilot project to provide free copies and stamps to litigants at the Van Nuys, San Fernando, and Santa Monica SHLACs. CONTRACTOR shall provide the COUNTY with a report on the effectiveness of this project within three (3) months of the conclusion of this contract.

19. State Guidelines Compliance: CONTRACTOR shall operate the SHLACs consistent with the terms of the Guidelines for the Operation of Self-Help Centers in California Trial Courts issued by the Administrative Office of the Courts February 29, 2008, under California Rules of Court 10.960.



COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS
579 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 FAX (213) 621-0387

BRANCH OFFICE
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010
(213) 738-2211 FAX (213) 637-0820

LISA M. GARRETT
DIRECTOR OF PERSONNEL

April 12, 2016

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

Dear Supervisors:

**APPROVAL OF SOLE SOURCE CONTRACT WITH SABA SOFTWARE, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Department of Human Resources (DHR) is requesting the Board's approval and delegated authority to execute a Sole Source Contract (Contract) with Saba Software, Inc. (Saba) for upgrading the enterprise Learning Management System (LMS) software and related optional work.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Personnel, or her designee, to execute an Contract substantially similar to the attached (Attachment II) with Saba for a term commencing upon such execution and continuing for the initial term of three (3) years, with an option to extend for two (2) additional one-year periods, through March 31, 2021, and a maximum Contract sum of \$308,424 for the entire term of the Contract, including \$51,404 in pool dollars allocated for optional work requested by County.
2. Delegate authority to the Director of Personnel, or her designee, to execute Change Notices and Amendments or otherwise modify the Contract as set forth in order to: (1) Add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (2) Exercise the term extension options; (3) Effectuate an assignment of rights and/or delegation of duties pursuant to the Assignment and Delegation provision under the Contract; and (4) Acquire goods and/or services related to LMS in the form of

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optional work by Change Notice using pool dollars allocated for the term of the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Under the proposed Contract, Saba will provide the County with professional services to upgrade the LMS to the most current software version. The LMS utilized by the County is Saba's proprietary software. It is a web-based platform that distributes online learning, assesses job knowledge and skills, and tracks compliance of developmental and mandatory training (e.g., Sexual Harassment Prevention, Health Insurance Portability and Accountability Act, Computer Security Awareness and Disaster Service Worker). The LMS was implemented in October 2006 and last upgraded in November 2009. The LMS software version currently used by the County has reached the end of support provided by Saba and now faces issues that can only be resolved by upgrading to a newer version.

By upgrading to the current version of the LMS software, the County will be able to eliminate such LMS issues as inaccurate recording of training completions, network interruptions and system crashes that may require that students completely restart an online course, and lack of simple search functionality resulting in the need to perform multiple steps over two screens to perform a search. Furthermore, the upgraded LMS software will provide a number of additional benefits/functionalities, including:

- Enhanced user interface that features simplified course searches, better compliance dashboards, and one-click registration and launch of online courseware;
- Expanded reporting tools;
- Ability to integrate with free learning resources (e.g., Khan Academy);
- Compatibility with the latest versions of common Internet browsers (i.e., Internet Explorer, Google Chrome, Mozilla FireFox and Apple Safari);
- Improved accuracy in online learning transcript recording;
- Greater system stability and improved performance;
- Integration with the Microsoft Outlook Calendar function to display upcoming enrollments;
- Improved licensing and certification tracking with alerts to learners and other designated individuals when expiration dates are approaching or achieved;
- Enhanced tracking of continuing education units to support professional certification and licensing maintenance; and
- Ability to use content developed for mobile devices, including those using Android and iOS operating systems.

By utilizing Saba for the implementation of the upgraded LMS software proprietary to Saba, it is anticipated that the upgrade process will be streamlined and cost-effective due to Saba's expert knowledge of the LMS software and its previous experience with the County's LMS and information technology environment. Saba will upgrade the system on-site and behind the County firewall established and maintained by the Internal Services Department (ISD). There will be no exchange of data between the County and Saba, and all uploading of current data in LMS to the new software version will be conducted behind the County's firewall.

License costs for the upgraded software are not included in this Contract, as the County purchased an enterprise perpetual license under a separate license agreement with Saba in December 2005. The enterprise perpetual license remains in effect for the new upgraded LMS

software with County remaining current on software maintenance and support. Services obtained under this Contract are limited to those required to conduct the software upgrade implementation and provision of any optional work, including professional services that may be requested by County, using pool dollars allocated for the term of the Contract.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal Number 1, Operational Effectiveness, which is to maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The maximum Contract sum for the term of the Contract of \$308,424 is included in the DHR Fiscal Year (FY) 2015-16 Adopted Budget and consists of:

- A total of \$257,020 for professional services for the LMS software upgrade, which will be paid based on deliverables in accordance with the amounts specified in the Contract following County's written acceptance of each such deliverable, with each deliverable payment representing no more than 20% of the total cost of the upgrade; and
- An allocation of pool dollars in the amount of \$51,404, representing 20% of the total cost of professional services for LMS software upgrade, to be used for procurement of additional professional services, maintenance or other optional work that may be requested by County, including unforeseen emergencies or the need to fulfill future service or maintenance requirements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Contract for Saba's LMS software upgrade and related optional work is recommended on a sole source basis, with Saba being the most qualified company to provide the work given Saba's prior experience with County's LMS and that the software is proprietary product of Saba.

Saba is scheduled to provide the LMS software upgrade services acquired under this Contract over the next five (5) months, during which time Saba will continue to provide maintenance and support for the current version of its LMS software pursuant to a current software maintenance agreement under a purchase order.

This Contract with Saba will become effective upon execution and will continue for the initial term of three (3) years, with two (2) optional one-year extensions, for a total term of five (5) years.

The Contract contains all the latest Board mandated provisions, including time off for voting, consideration of qualified County employees targeted for layoffs and GAIN/GROW participants for employment openings, and compliance with Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program. In addition, Saba is required to notify the County when its payments have reached seventy-five percent (75%) of the authorized maximum Contract sum.

The Contract also contains provisions applicable to information technology agreements, including technology errors and omissions as well as privacy and network security (Cyber) insurance coverages, intellectual property indemnification and liquidated damages for delayed performance.

As a result of the negotiations, taking into consideration the services provided under this Contract and the fact that at no time will any County data or systems leave County premises or be exposed beyond the County established firewall and infrastructure managed by ISD, the standard \$15 million aggregate per occurrence for privacy and network security (Cyber) liability insurance, which includes coverage for Contractor's liability arising from a security incident, was reduced to \$10 million aggregate per occurrence. Furthermore, the indemnification obligations were modified so that Contractor will indemnify County only for liability arising from or connected with, at minimum, Contractor's negligent acts and/or omissions arising from and or related to the Contract. With the exception of intellectual property indemnification and above indemnity provisions, neither party will be liable to the other for any type of special, incidental, punitive, indirect or consequential damages, nor will either party's liability exceed two (2) times the Contract sum allocated for the term of the Contract. All these deviations from the County's standard provisions were agreed to in consultation and concurrence with the CEO Risk Management Branch (CEO-RMB).

The Chief Information Office (CIO) has reviewed and approved this Contract; the CIO Analysis is provided with this Board letter (Attachment I). The CEO-RMB has reviewed and concurs with the provisions related to insurance and indemnification. County Counsel has reviewed and approves this Contract as to form.

CONTRACTING PROCESS

In February 2004, ISD issued a Request for Proposals for an enterprise eLearning suite software package based on Countywide requirements. An agreement was executed with the selected vendor, THINQ, in June 2004 for 5,000 licenses and related services to implement a pilot for Public Health programs. Funding for the pilot implementation came from a federal grant.

In May 2005, Saba acquired THINQ and indicated that its highly rated software, Saba Learning, would be the surviving product from the merger. Saba offered to provide the County with its flagship software, which became the LMS software, and agreed to honor the discounted pricing, terms and conditions in the THINQ agreement. The Board approved additional funding in December 2005 to purchase an enterprise license and implementation services to implement the LMS Countywide. The Countywide implementation was completed in October 2006.

In May 2009, the Board approved funding for professional services to upgrade the LMS software from Saba Learning version 5.3 to 5.4. The upgrade was completed in November 2009.

DHR advised the Board on October 14, 2015 of its intent to negotiate a Sole Source Contract with Saba (Attachment III), and a Sole Source Checklist is included with this Board letter (Attachment IV) in accordance with Board Policy No. 5.100, Sole Source Contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current LMS services during the software upgrade; the enhanced LMS functionality will become available after the LMS software upgrade has been completed.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this Board letter to the Department of Human Resources, Contracts Division, attention Darolyn Jensen, Contracts Manager.

Respectfully submitted,

Reviewed by:

Lisa M. Garrett
Director of Personnel

Richard Sanchez
Chief Information Officer

LMG:EP
MM:JJ:gr

Attachments (4)

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

DRAFT



JIM JONES
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

April 19, 2016

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:

**DEPARTMENT OF PARKS AND RECREATION
AMERICANS WITH DISABILITIES ACT EMERGENCY SHELTER IMPROVEMENT PROJECTS
CAPITAL PROJECT NOS. 87248, 87249, 87250, 87251, 87252, 87253
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Approval of the recommended actions will: establish the Americans with Disabilities Act (ADA) Emergency Shelter Improvement Capital Projects (Projects), to include approval of the scope and budget for each project; find that the Projects are exempt from the California Environmental Quality Act (CEQA); and authorize the Director of Internal Services to deliver the projects using a Board-approved job order contract(s).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and establish Emergency Shelter Improvement Capital Project, Nos. 87248, 87249, 87250, 87251, 87252, and 87253 as described herein, with a total budget of \$1,023,000.
2. Find the proposed Projects at the six County parks are categorically exempt from CEQA for reasons stated herein and reasons reflected on record of the projects.
3. Authorize the Director of Internal Services to deliver the Projects using a Board-approved job order contract(s).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

In January 2009, Communities Actively Living Independent and Free (CALIF) and an individual plaintiff filed a federal class action lawsuit against both the County and City of Los Angeles. The

complaint alleged, among other things, that the County and City discriminated against individuals with disabilities and access and functional needs (the "DAFN community") by failing to include and provide for them in various emergency plans.

The County denied plaintiffs' allegations yet understood that more could be done to develop and implement specific initiatives designed to include the DAFN community in the emergency planning and implementation process. Towards this end, the County and the plaintiffs worked together to develop potential solutions. On October 2012, your Board approved the settlement agreement in the CALIF litigation, in which the Mass Care & Sheltering deliverable of the agreement requires the County to:

- Establish a list of shelter sites operated by the County in unincorporated areas (including any shelter sites operated with the American Red Cross);
- Evaluate those sites for disability-related access; and
- Make those pre-identified emergency shelter sites accessible for shelter purposes.

Approval of the recommended actions is in furtherance of this deliverable of the agreement.

Proposed Projects

The scope of work for the proposed Projects to be delivered by Internal Services Department (ISD) are as follows:

1. The Valleydale Park Capital Project No. 87248 (\$152,000) consists of the redesign and upgrade of certain doors, certain exterior paths of travel, drinking fountains, accessible parking spaces public restrooms and signage. These alterations will provide ADA access for emergency shelter operations as well as key day-to-day operation areas at the park. The proposed project is scheduled to be completed within 13 months following adoption of this Board letter.
2. The Del Aire Park Capital Project No. 87249 (\$84,000) consists of the redesign and upgrade of the primary entrance to the gym, certain exterior paths of travel, certain doors, signage and other amenities. These alterations will provide ADA access for emergency shelter operations as well as key day-to-day operation areas at the park. The proposed project is scheduled to be completed within nine months following adoption of this Board letter.
3. The El Cariso Park Capital Project No. 87250 (\$50,000) consists of the redesign and upgrade of certain exterior paths of travel, accessible parking spaces, certain doors public restrooms and signage. These alterations will provide ADA access for emergency shelter operations as well as key day-to-day operation areas at the park. The proposed project is scheduled to be completed within 10 months following adoption of this Board letter.
4. The William Steinmetz Park Capital Project No. 87251 (\$318,000) consists of the redesign and upgrade of primary entrance to the Community Center, certain doors, certain exterior paths of

travel, drinking fountains, accessible parking spaces, public restrooms, curb ramps and signage. These alterations will provide ADA access for emergency shelter operations as well as key day-to-day operation areas at the park. The proposed project is scheduled to be completed within 15 months following adoption of this Board letter.

5. The Jackie Robinson Park Capital Project No. 87252 (\$318,000) consists of the redesign and upgrade of primary entrance to the gym, certain doors, and exterior paths of travel, accessible parking spaces, public restrooms, ramp and signage. These alterations will provide ADA access for emergency shelter operations as well as key day-to-day operation areas at the park. The proposed project is scheduled to be completed within 16 months following adoption of this Board letter.
6. The Pamela Park Capital Project No. 87253 (\$101,000) consists of the redesign and upgrade of certain doors, certain exterior paths of travel, drinking fountains, accessible parking spaces, public restrooms, curb ramps, signage and other amenities. These alterations will provide ADA access for emergency shelter operations as well as key day-to-day operation areas at the park. The proposed project is scheduled to be completed within 12 months following adoption of this Board letter.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Projects will support the Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) by investing in public infrastructure that will promote equal access to County services, programs and activities for persons with disabilities.

FISCAL IMPACT/FINANCING

The total estimated proposed Projects cost is \$1,023,000.

Sufficient appropriation is available in the Fiscal Year 2015-16 Capital Projects/Refurbishments Budget under Capital Project Nos. 87248, 87249, 87250, 87251, 87252, and 87253.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 11, 2015, as the budget for each Project is under \$500,000, the Projects are exempt from the one percent (1%) allocation of the design and construction costs for the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

Proposed general improvement Projects are categorically exempt from CEQA. The Projects have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the State CEQA Guidelines, as the Project consists of a minor alteration to an existing public facility based on the project records and does not involve expansion

of an existing use. These actions are also exempt under Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, there are not cumulative impacts, unusual circumstance or other limiting factors that would make the exemption inapplicable based on the Project records.

Upon the Board's approval of the Projects, ISD will file Notices of Exemption for each project with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

CONTRACTING PROCESS

Construction of the improvements will be completed using a Board-approved job order contract(s) administered by ISD.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of recommended actions will have no impact on current services or projects. To mitigate impediments caused by construction of Projects, accessible portable restrooms, temporary relocation of accessible parking spaces and alternative paths of travel will be utilized when necessary.

CONCLUSION

Please return one adopted copy of this Board letter to each: ISD Facilities Operations Service, CEO Capital Projects Division and to the department of Parks and Recreation.

Respectfully submitted,

Jim Jones
Internal Services Department
Director

John Wicker
Department of Parks and Recreation
Acting Director

JJ:DC:JW:
PE:JA:jl

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