



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

SACHI A. HAMAI
Chief Executive Officer

DATE: September 14, 2017
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 – Dorinne Jordan/Gevork Simdjian
 - A) **Board Letter – APPROVAL OF AN AGREEMENT WITH VERTIBA, LLC FOR A CLIENT CASE MANAGEMENT SYSTEM**
PD – Noble Kennamer
 - B) **Board Letter – REQUEST FOR APPROVAL AND AWARD OF TELECOMMUNICATION EQUIPMENT AND SERVICES MASTER AGREEMENT**
ISD – Yolanda Young
 - C) **Board Letter – GRAND AVENUE PROJECT-PHASE I (PARCEL Q) APPROVE THE SCHEMATIC DESIGN AND OTHER RELATED ACTIONS**
CEO CP – Christine Frias
 - D) **Board Letter – APPROVE AMENDMENT NUMBER TWENTY TO AGREEMENT NO. 74083 WITH 3M COGENT, INC. FOR ATOMATED FINGERPRINT IDENTIFICATION SYSTEM**
LASD – Angelo Faiello
 - E) **LASD IT BRIEFING**
LASD – Dean Gialamas
2. Public Comment
3. Adjournment



KENNETH I. CLAYMAN
INTERIM PUBLIC DEFENDER

LAW OFFICES
LOS ANGELES COUNTY PUBLIC DEFENDER

19-513 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE ST, 19TH FLOOR
LOS ANGELES, CALIFORNIA 90012
(213) 974-2811
TDD # (800) 801-5551

October 3, 2017

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 AN AGREEMENT WITH VERTIBA, LLC FOR A CLIENT CASE
MANAGEMENT SYSTEM AND APPROVAL OF AMENDMENT NO. 5 TO
AGREEMENT NO. PCG073014 WITH PUBLIC CONSULTING GROUP (PCG) FOR
CLIENT CASE MANAGEMENT SYSTEM CONSULTING SERVICES
(ALL DISTRICTS) (3-VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Los Angeles County Public Defender (Public Defender) is requesting approval of (i) an Agreement with Vertiba, LLC (Vertiba) for the licensing, development, implementation, and maintenance and support of a Client Case Management System (CCMS) and (ii) approval of Amendment No. 5 to a Contract with Public Consulting Group Technology Consulting (PCG) for CCMS consulting services to assist in the development and implementation of the CCMS to extend the term of the Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Public Defender to finalize and execute the attached Agreement (Attachment III) with Vertiba, including any source code escrow agreements incorporated into the Agreement, for a contract term commencing upon such execution and continuing for the term of five (5) years and a maximum contract sum of \$17,434,727 for the entire term of the Agreement.
2. Delegate authority to the Public Defender, or designee, with concurrence from County Counsel and Chief Information Office (CIO), to execute Change Notices or Amendments, as applicable, or otherwise modify the Agreement as set forth in the Agreement in order to: (1) add certain terms and conditions as required by

the Board or the County's Chief Executive Office (CEO); (2) provide written consent to an assignment of rights and/or delegation of duties pursuant to the Assignment and Delegation provision under the Agreement in the event of a sale, transfer, exchange, assignment or divestment of Vertiba's equity holders resulting in a change in the majority control of Vertiba; (3) acquire goods and/or services related to the CCMS using Pool Dollars allocated for the Agreement without increasing the maximum contract sum allocated for the term of the Agreement; (4) add, replace or amend source code escrow agreements for the software components included in the CCMS; (5) make changes to the project, including project schedule, requirements and statement of work, that do not require any additional costs or expenses and do not otherwise materially affect any term or condition of the Agreement; and (6) acquire optional work using Pool Dollars available for the term of the Agreement.

3. Approve and authorize the Public Defender to execute and finalize Amendment No. 5 with PCG for consulting services (Attachment IV) for the term of four (4) years and a maximum sum of \$1,899,875 to begin Phase III of the CCMS project on October 1, 2017 and end on September 30, 2021.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the Public Defender with a CCMS that will meet the County's current and future information technology requirements and increase the effectiveness and efficiency of the Public Defender's defense case management functions as well as to provide the Public Defender with CCMS consulting services and Organizational Change Management (OCM) services to assist the Department with CCMS development and implementation.

On October 11, 2016, the Board of Supervisors approved a motion (i) directing the CEO to engage the Los Angeles County Bar Association (Bar Panel) to assume responsibility for the third level conflict of juvenile cases, effective November 1, 2016, when the Public Defender and the Alternate Public Defender (APD) are both lawfully unavailable or have a conflict of interest, and (ii) instructing the Public Defender and APD to implement a new integrated CCMS on a common case platform for the juvenile indigent defense population, within eighteen months of Board approval of the selected vendor (Attachment V). Consistent with the Board motion, the APD and the Bar Panel will engage Vertiba on a sole source basis for development and implementation of a CCMS.

The Public Defender, in consultation with the CIO and the Information Systems Advisory Body (ISAB), engaged CCMS consultant PCG for identifying the differences between Public Defender's and APD's system requirements. The contract with PCG was amended to extend its term through December 31, 2017 in order to incorporate APD and Bar Panel requirements into the CCMS requirements, conduct system readiness assessments, and secure additional contract negotiations support with Vertiba. The

Public Defender will continue to use PCG to provide CCMS consulting services during its CCMS project, consisting of CCMS design, development and implementation activities under the recommended Agreement.

The CCMS will maintain the Public Defender's digital evidence and data from other County justice departments, state, federal and local justice partners as well as data from faith and community based organizations for developing the Public Defender's digital case files.

The proposed CCMS solution will provide for a secure and robust cloud-based legal case management solution residing on a cloud-based platform maintained and supported by Salesforce.com, Inc. (Salesforce), which is also the provider of the core CCMS software. The cloud-based architecture will allow the County to develop and deploy the CCMS rapidly and scale conveniently to meet future needs. Moreover, the CCMS will deliver workload metrics that result in the equitable distribution of work and allocation of staff as well as metrics for collaborative and restorative justice that emphasize the client, rather than the case. The CCMS will also enable Digital Content Management tools to support the collection, management and publishing of information and data. The proposed CCMS solution was designed cognizant of APD and Bar Panel. The prime functionality of the proposed solution and the APD and Bar Panel solutions will be the same.

Under Phase III of the CCMS project, PCG is to provide the Public Defender with consulting services for CCMS development and implementation as well as OCM services, all pursuant to the Board motion.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Agreement with the County and Vertiba supports Strategic Plan Goal No. 1, Make Investments That Transform Lives, by providing a CCMS that will result in responsive, efficient, and high quality indigent legal criminal defense services; and Goal No. 3, Realize Tomorrow's Government Today, by facilitating data exchanges between the Public Defender and its justice partners.

The proposed Amendment between the Public Defender and PCG supports Strategic Plan Goal No. 1, Make Investments That Transform Lives, by providing expert advice to the Public Defender for the purpose of developing a CCMS that will result in responsive, efficient, and high quality indigent legal criminal defense services.

FISCAL IMPACT/FINANCING

The estimated maximum cost for the five year project is \$23,401,346 and includes the costs identified below.

The maximum contract sum allocated for the term of the Agreement with Vertiba is \$17,434,727 which includes (i) \$15,434,727 for system implementation services, software licensing and one year of system maintenance and support to be provided by Vertiba and (ii) \$2,000,000 for an allocation of Pool Dollars to be used, at County's option, for provision of optional work, including professional services, additional software product licenses, up to \$300,000 of which is allocated for two years of as-needed on-demand maintenance and support to be provided by Vertiba upon County's request (up to 1,000 hours for each of the two years at \$150 per hour). The anticipated cost for the implementation services, software license and standard support services, and Vertiba's post-production one year of maintenance and support services are broken down by the Agreement years below.

The maximum contract sum allocated for the term of the PCG Amendment is \$1,899,875, which includes (i) \$1,299,875 for CCMS consulting services to guide the development and implementation of the CCMS and (ii) \$600,000 for OCM services. The anticipated costs for CCMS consulting services and OCM services are broken down by the Amendment years below.

The maximum sum allocated for information technology equipment is \$600,000 and will be used to purchase iPads (or equivalent) over three years. The anticipated costs for information technology equipment are broken down by project years below.

The maximum sum allocated for Internal Services Department (ISD) services is \$3,466,744 which includes (i) \$1,587,281 for ISD data center hosting and (ii) \$1,879,463 for ISD application support. The anticipated costs for information technology equipment are broken down by project years below.

- Year 1: The total anticipated required cost for Year 1 of the CCMS project is \$5,014,366.

The anticipated required cost under the Agreement with Vertiba is \$3,694,204 and includes \$2,700,000 for CCMS development and initial stages of implementation, including planning, analysis, design and training; and \$994,204 for software licenses and support services for software from Salesforce, LinkPoint360, LLC (LinkPoint), Luminix, Inc. (Luminix) and Open Text Inc. (Open Text) which comprise the CCMS solution (CCMS software).

The anticipated required cost under the Contract with PCG is \$807,360 and includes \$507,360 for CCMS consulting services to guide the development of the

CCMS; and \$300,000 for OCM services.

The anticipated required cost for information technology equipment is \$200,000 to purchase iPads (or equivalent).

The anticipated required cost for ISD is \$312,802 for ISD data center hosting.

- Year 2: The total anticipated required cost for Year 2 of the CCMS project is \$6,721,240.

The anticipated required cost under the Agreement with Vertiba is \$5,398,972 and includes \$3,579,268 for the continued CCMS development and implementation, including interfacing, system and user testing, training and deployment; and \$1,819,704 for CCMS software licenses and support services.

The anticipated required cost under the Contract with PCG is \$807,360 and includes \$507,360 for the continued CCMS consulting services to guide the development of the CCMS; and \$300,000 for the continued OCM services.

The anticipated required cost for information technology equipment is \$200,000 to purchase iPads (or equivalent).

The anticipated required cost for ISD is \$314,908 for ISD data center hosting.

- Year 3: The total anticipated required cost for Year 3 of the CCMS project is \$3,085,083.

The anticipated required cost under the Agreement with Vertiba is \$2,282,704 and includes \$416,000 for first year of post-deployment maintenance and support by Vertiba; and \$1,866,704 for CCMS software licenses and support services.

The anticipated required cost under the Contract with PCG is \$285,155 for CCMS consulting services to guide the implementation of the CCMS.

The anticipated required cost for information technology equipment is \$200,000 to purchase iPads (or equivalent).

The anticipated required cost for ISD is \$317,224 for ISD data center hosting.

- Year 4: The total anticipated required cost for Year 4 of the CCMS project is \$3,221,022.

The anticipated required cost under the Agreement with Vertiba is \$1,973,120 for CCMS software licenses and support services.

The anticipated required cost under the Contract with PCG is \$0 and includes a time-only option to extend the Agreement for an additional year, from October 1, 2020 to September 30, 2021.

The anticipated required cost for ISD is \$1,247,902 and includes \$319,772 for ISD data center hosting; and \$928,130 for ISD application support.

- Year 5: The total anticipated required cost for Year 5 of the CCMS project is \$3,359,635.

The anticipated required cost under the Agreement with Vertiba is \$2,085,727 for CCMS software licenses and support services.

The anticipated required cost for ISD is \$1,273,908 and includes \$322,575 for ISD data center hosting; and \$951,333 for ISD application support.

The project will be managed by Public Defender staff at no additional cost to the County.

The contract sum of \$17,434,727 allocated for the term of the Agreement with Vertiba will be funded in part by the CIO IT Legacy Fund and in part by the County General Fund. Funding is included in the Public Defender's Fiscal Year 2017-18 Final Adopted Budget and will be included in future Fiscal Years, as necessary.

The contract sum of \$1,899,875 allocated for the term of the Amendment with PCG will be funded by the CIO IT Legacy Fund. Funding is included in the Public Defender's Fiscal Year 2017-18 Final Adopted Budget and will be included in future Fiscal Years, as necessary.

The maximum sum of \$600,000 allocated for information technology equipment will be funded by the County General Fund. Funding is included in the Public Defender's Fiscal Year 2017-18 Final Adopted Budget and will be included in future Fiscal Years, as necessary.

The maximum sum of \$3,466,744 allocated for Internal Services Department (ISD) will be funded by the County General Fund. Funding is included in the Public Defender's Fiscal Year 2017-18 Final Adopted Budget and will be included in future Fiscal Years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Agreement with Vertiba:

The proposed CCMS is based on a Software-as-a-Service and Platform-as-a-Service model that will provide for a secure and robust cloud-based legal case management solution residing on a cloud-based platform maintained and support by Salesforce. The cloud-based architecture will allow the County to build the CCMS rapidly using the Salesforce application-building software together with the software from third-party partner vendors, all of which will be licensed by Vertiba to County through Carahsoft Technology Corp. (Carahsoft), which is a subcontractor under the Agreement and the only authorized reseller of Salesforce licenses to government entities. Vertiba as a system integrator will be responsible for all aspects of the CCMS implementation, including design, development, installation, configuration, interfacing, training, data conversation, system hosting, disaster recovery, and knowledge transfer to enable County and ISD to support the CCMS. Following County's acceptance of the implemented CCMS, Vertiba will provide one-year of post-production maintenance and support, at the end of which ISD will assume long term CCMS system maintenance and support and become the primary point of contact for all system issues. As part of maintenance and support, ISD will coordinate with software vendors for resolution of issues relating to software support, while issues relating to system performance or availability will continue to be addressed by Salesforce. For issues requiring provision of professional services, County will be able to procure Vertiba's on-demand support services for as-needed maintenance and support using contingency Pool Dollars allocated for the terms of the Agreement.

This Agreement is not Proposition "A" contract, since approval of the Agreement will not displace County employees, and the services offered under the Agreement currently cannot be performed by the individual County departments due to the need for specialized skills.

Except as detailed in the attached list of exceptions/deviations from County's standard terms and conditions (Attachment VI), the Agreement contains all Board required and policy driven provisions, such as Consideration of GAIN/GROW Program Participants for Employment, the Safely Surrendered Baby Law, Assignment and Delegation, Budget Reductions, and compliance with the Data Encryption policy. The Agreement may be terminated for convenience by County upon 45 days' prior written notice to Vertiba.

In accordance with the Board's directive to engage outside counsel for information technology agreements exceeding \$5 million, County Counsel retained the law firm of Pepper Hamilton LLP (outside counsel) after initial negotiation of the Agreement to assist the County in concluding the negotiations. Accordingly, the outside counsel, in conjunction with County Counsel, reviewed the Agreement and prepared a privileged letter analyzing the Agreement, which is being submitted to your Board separately by County Counsel in accordance with the Board's policy.

The Chief Information Office (CIO) reviewed the Agreement and recommends approval.

The Office of the CIO has prepared an Analysis (Attachment I).

County Counsel has reviewed and approved this Agreement as to form. The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

Contract with PCG:

The Contract with PCG, including this Amendment, is not a Proposition "A" contract since the services provided by PCG under the Contract will not displace County employees cannot be performed by the individual County departments due to the need for specialized skills.

The Contract with PCG contains all of the latest Board required and policy driven provisions, such as Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Safely Surrendered Baby Law, Assignment and Delegation, and Budget Reductions.

Further, the Public Defender will not require PCG Technology Consulting to perform services in excess of the Board approved contract sum, scope of work, and/or Contract dates. PCG has accepted all the terms and conditions included in Contract, including the proposed Amendment.

The Chief Information Office (CIO) reviewed the Amendment and recommends approval. The Office of the CIO has prepared an Analysis (Attachment II).

County Counsel has reviewed and approved this Contract as to form.

CONTRACTING PROCESS

Agreement with Vertiba:

In May 2015, PCG released a recommendations report identifying, describing, and validating Public Defender's CCMS options. In July 2015, PCG began the second phase of the project, devising the procurement strategy and assisting the Public Defender with the development of the Request for Proposals (RFP) and evaluation documents. On December 22, 2015, the County released the RFP for a Case Management System. Notice of the RFP was posted on the County's website <http://www.lacounty.gov>.

Four proposals from qualified vendors were received by the proposal due date of March 2, 2016 and evaluated using the County's standard "informed averaging" evaluation methodology, with Vertiba's proposal receiving the highest score and Vertiba being selected for negotiations. The other three vendors requested debriefings regarding their proposals, but no formal protests were filed.

Contract with PCG:

On August 2, 2013, the County released an RFP for Public Defender CCMS consulting services. Notice of the RFP was posted on the County's website <http://www.lacounty.gov>.

Six proposals were received by the closing date of October 2, 2013. The proposals were evaluated, and PCG received the highest score and was selected for Contract award. In its proposal, (1) PCG presented the most detailed and comprehensive solution for Phases I and II of the CCMS project, as well as Optional Services in Phases III and IV; (2) the consulting team proposed by PCG was the most experienced in CCMS' for criminal defense and justice community partner collaborations; and (3) the hourly rate for PCG services was the second lowest rate of all vendor proposals. The combination of these factors represents the best value and greatest opportunity for project success. The Public Defender interviewed PCG Technology Consulting staff on December 16, 2013.

On July 30, 2014, Contract Number PCG073014 was executed by the Public Defender as approved by the Board to implement Phase I of the CCMS project. Effective July 1, 2015, Amendment 1 was executed to implement Phase II of the CCMS project to extend the term of the Contract for one year, which was the first of three one-year options to extend the Contract, through June 30, 2016. Effective July 1, 2016, Amendment 2 was executed to extend Phase II of the CCMS project to extend the term of the Contract for an additional six months, through December 30, 2016. Effective January 1, 2017, Amendment 3 was executed to extend the term of the Contract for an additional six months, through June 30, 2017. Effective July 1, 2017, Amendment 4 was executed to extend the term of the Contract at no cost for an additional six months, through December 31, 2017.

Based on the October 11, 2016 Board motion instructing the Public Defender to implement a new integrated CCMS on a common case platform for the juvenile indigent defense population, within eighteen months of Board approval of the selected vendor, the Public Defender is seeking Board approval for funding to begin Phase III of the CCMS project for a period from October 1, 2017 through September 30, 2021.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the Agreement with Vertiba and Amendment with PCG will increase operational efficiency and effectiveness by improving the ability to measure workload, allocate staff and resources, and provide staff case preparation tools to best achieve the Public Defender's and APD's mission and vision.

CONCLUSION

Upon your Board's approval, it is requested that the Executive Officer, Clerk of the Board of Supervisors, return two (2) adopted stamped copies of the Board letter to: Public Defender, Attention Kenneth I. Clayman, Interim Public Defender, 210 West Temple Street 19th Floor, Los Angeles, California 90012.

Respectfully submitted,

Reviewed by:

KENNETH I. CLAYMAN
Interim Public Defender

PETER LOO
Acting Chief Information Officer

KIC:bh

Enclosures (6)

c: Chief Executive Office
Executive Office, Board of Supervisors
Alternate Public Defender
Auditor Controller
County Counsel



PETER LOO

ACTING CHIEF INFORMATION OFFICER

DRAFT

Office of the CIO
CIO Analysis

NUMBER:	DATE:
CA 17-	8/29/17

SUBJECT:
APPROVAL OF A CONTRACT WITH VERTIBA, LLC FOR PUBLIC DEFENDER CASE MANAGEMENT SYSTEM

RECOMMENDATION:
 Approve Approve with Modification Disapprove

CONTRACT TYPE:
 New Contract Sole Source
 Amendment to Contract #: Other: Describe contract type.

CONTRACT COMPONENTS:
 Software Hardware
 Telecommunications Professional Services

SUMMARY:
Department Executive Sponsor: Ken Clayman, Interim Public Defender
Description: The Public Defender’s Department (PD) is requesting Board authorization to finalize and execute a Contract with Vertiba, LLC (Vertiba) with a term of five years for acquisition of third-party software licenses, and development, implementation, hosting, and support of their Client Case Management System (CCMS).
Contract Amount: 15,434,727 Funding Source: CEO Legacy Application Fund
 Legislative or Regulatory Mandate Subvened

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:
Under this proposed Contract, the County will acquire third-party licenses (Salesforce, Open Text, LinkPoint360, Drawloop, and Pulsar/Lumix) and professional services to develop, implement, host and support a CCMS for the PD. The implementation of the CCMS is consistent with the County’s legacy applications replacement initiative. The County’s plan is to leverage the CCMS to provide separate case management systems on a common system platform for the Alternate Public Defender (APD), the Bar Panel, and potentially the District attorney (DA), as directed by the October 2016 Board Motion.

BUSINESS DRIVERS:

The CCMS will be a secure, cloud based, legal case management application, will replace the PD's legacy, mainframe Defense Management System (DMS), which is hosted and maintained by the Internal Services Department (ISD).

The business drivers for the Public Defender CCMS:

- Provide PD staff with modern case preparation tools that can be accessed remotely for data entry and inquiry to improve productivity in the court room and reduce the reliance on paper;
- Improve the ability to capture workload metrics to better allocate staff and resources; and
- Enable a "client centric" view of Public Defender services and programs to more effectively measure program outcomes for Department clients.

PROJECT ORGANIZATION:

The CCMS project will be managed by PD's information technology organization under the direction of the Division Manager.

PERFORMANCE METRICS:

PD plans to monitor and validate the contractor's CCMS development work using the following:

- Milestones and acceptance criteria detailed in the Contract's Statement of Work (SOW); and
- A detailed implementation plan that will be developed and used throughout the Contract to ensure all work is scheduled and accounted for and all requirements are identified and completed.

All tasks and deliverables are based on a negotiated fixed price with a 10% holdback that will be approved by the Project Director before payment.

CCMS will be hosted in the Salesforce Cloud and will be monitored via a Service Level Agreement (SLA), which specifies system performance, reliability, responsiveness, response and issue resolution timeframes, and repercussions if SLA commitments are not met. In addition, there are support agreements with the third-party software application providers for issue resolution.

STRATEGIC AND BUSINESS ALIGNMENT:

The proposed Contract supports Strategic Plan Goal No. 1, Make Investments That Transform Lives, by implementing a CCMS that will result in responsive, efficient, and high quality indigent legal criminal defense services; and Goal No. 3, Realize Tomorrow's Government Today, by deploying a system that facilitates data exchanges between the PD and its justice partners.

PROJECT APPROACH:

Vertiba, the prime contractor, is a system integrator responsible for all aspects of CCMS implementation and support, including: design, development, configuration, and integration of the applications, training, data conversion, implementation, application hosting, interface management, and disaster recovery. ISD, will be assuming long term CCMS application maintenance and support, and will be working collaborating with Vertiba during the system implementation to ensure appropriate knowledge transfer. Carasoft, a subcontractor to Vertiba, will procure the third-party software, and Salesforce will provide the application cloud hosting for CCMS.

CCMS development and configuration is expected to be approximately 24 months. CCMS Adult module will be implemented in Contract Year 3, followed by the implementation of the Juvenile module in Contract year 4. This implementation approach aligns with the Superior Court's planned implementation of their Tyler/Odyssey Juvenile Case Management system in September 2018.

After system go-live there will be a 100-day full system warranty to resolve system deficiencies. After the warranty expires, Vertiba will provide CCMS application maintenance and support for 12 months. After this 12-month support period, CCMS application maintenance and support will transition to ISD with Vertiba on-demand access for system fixes and issue resolution. All CCMS interfaces will be managed by ISAB's Proactive Information Exchange. The Chief Information Office will continue to provide governance and oversight related to implementation of an integrated case management system.

ALTERNATIVES ANALYZED:

The County issued a Request for Proposals (RFP) in December 2015 for a CCMS, and four proposals were received by the submission deadline. Vertiba proposal received the highest score using the County's Informed Averaging methodology and was selected.

Three of the proposals offered commercial off-the-shelf solutions that would be configured/customized to meet the PD's requirements, while Vertiba offered a framework solution utilizing configurable pre-developed Apps based on the Salesforce platform for rapid development and deployment. CIO concurs with the selection of the vendor and believes the recommended vendor's framework solution will be able to support the business and technical needs of PD, APD and the Bar panel for a case management system.

<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The proposed CCMS solution will be comprised of following platform and supporting software products/apps:</p> <ul style="list-style-type: none"> • Salesforce –customer relationship management solution that will facilitate PD internal and external case management business processes. It serves as the platform on which case management functionality will be built and hosted. • LinkPoint360 – integrates Microsoft Outlook and Salesforce to enable users to view, record and sync content between the two applications. • DrawLoop – Supports document creation in Salesforce by merging data from Microsoft Word, Excel, PowerPoint or PDF document templates. • Pulsar/Lumix – Synchs Salesforce records to support offline capabilities. • OpenText Enterprise Content Management Suite – Provides document management and serves as the content repository, which will be hosted at the County’s Data Center. 																				
<p>Financial Analysis</p>	<p>BUDGET:</p> <p>Vertiba Contract costs:</p> <table> <tr> <td>Professional Services.....</td> <td>\$ 5,786,952</td> </tr> <tr> <td>Training</td> <td>\$ 492,316</td> </tr> </table> <p>PCG third party contract costs:</p> <table> <tr> <td>Project Management.....</td> <td>\$ 1,299,875(1)</td> </tr> <tr> <td>Organizational Change Management</td> <td>\$ 600,000(2)</td> </tr> <tr> <td>Total one-time Costs</td> <td>\$ 8,179,143</td> </tr> <tr> <td>Contract Pool Dollars.....</td> <td>\$ 2,000,000(3)</td> </tr> </table> <p>Ongoing Costs (first five years):</p> <table> <tr> <td>License & Subscription Fees Costs</td> <td>\$8,739,458(4)</td> </tr> <tr> <td>PC and Mobile devices.....</td> <td>\$ 600,000(5)</td> </tr> <tr> <td>Application Maintenance Services</td> <td>\$3,882,744(6)</td> </tr> <tr> <td>Total Ongoing Costs</td> <td>\$13,222,202</td> </tr> </table> <p><u>Notes</u></p> <p>(1) PCG project management support services for CCMS deployment.</p> <p>(2) PCG process improvement and change management support services for CCMS deployment.</p> <p>(3) Pool dollars for future development and \$150,000 Year 4 and 5, Vertiba On-Demand application support services purchased in blocks of 250 hours at \$150 per hour; and authorized future application development services at \$200 per hour. Any unused hours remaining in the annual purchased block will be refunded to Contract Pool Dollars.</p> <p>(4) Licensing and subscriptions for full CCMS deployment (Adult and Juvenile modules). Subsequent years include a negotiated four percent annual cost increase that includes up to three upgrades per year over the term of the contract.</p> <p>(5) Mobile devices deployment for years 1 through 3 to replace.</p> <p>(6) Application Management Services are offset to be provided by Vertiba for one year (\$416,000) and ISD in subsequent years.</p>	Professional Services.....	\$ 5,786,952	Training	\$ 492,316	Project Management.....	\$ 1,299,875(1)	Organizational Change Management	\$ 600,000(2)	Total one-time Costs	\$ 8,179,143	Contract Pool Dollars.....	\$ 2,000,000(3)	License & Subscription Fees Costs	\$8,739,458(4)	PC and Mobile devices.....	\$ 600,000(5)	Application Maintenance Services	\$3,882,744(6)	Total Ongoing Costs	\$13,222,202
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<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <ul style="list-style-type: none"> • Vertiba will use an Agile implementation methodology, an iterative development process that requires substantial business and IT involvement during the entire development cycle. This will require PD to appropriately resource the project, establish strong project governance, and institute and an organizational change management strategy. • Lack of experienced project manager (PM) may increase the risk of successful project implementation. The PD plans to contract with PCG for qualified PM experienced with Agile implementations. • ISD has no prior experience with Salesforce framework implementation and support. ISD plans to provide Salesforce training for their staff and will work collaboratively with the Vendor during the system implementation to ensure appropriate knowledge transfer. • The negotiated agreement included the following exceptions: <ul style="list-style-type: none"> ○ Liquidated Damages: County’s entitlement to liquidated damages was eliminated and replaced with 10 percent hold back for each implementation deliverable, which will be paid upon County final acceptance of system implementation. ○ During the first year of system maintenance and support, Vertiba will not provide commitment to resolve deficiencies within a prescribed period of time because of the dependency on the third-party software vendors for resolution. Vertiba will provide an estimated resolution time after issue researched and fix identified. • There are minimal risks related to data conversion, which will be mitigated through testing to ensure data completeness and integrity. • The acting Chief Information Security Officer (CISO) has reviewed the proposed contract and did not identify any security risks or issues.
<p>CIO Approval</p>	<p>PREPARED BY:</p> <p>Fred Nazarbegian</p> <p>_____</p> <p>Sr. Associate CIO Date</p> <hr/> <p>APPROVED:</p> <p>_____</p> <p>Peter Loo, Acting CIO Date</p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



SCOTT MINNIX
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2103
FAX: (323) 264-7135

“To enrich lives through effective and caring service”

October 3, 2017

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:

**REQUEST FOR APPROVAL AND AWARD OF
TELECOMMUNICATION EQUIPMENT AND SERVICES MASTER AGREEMENT
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Requesting approval to award and execute Telecommunication Equipment and Services Master Agreements (TESMA) to qualified vendors.

RECOMMENDATION THAT YOUR BOARD:

1. Authorize the Director, Internal Services Department (ISD), or his designee, to award and execute master agreements, substantially similar to Attachment 1, to provide telecommunication equipment and services under the TESMA, as companies qualify to provide services, following approval by your Board for an initial term of seven years with three one-year extensions, and six month-to-month extensions.
2. Authorize the Director, ISD or his designee to execute agreements with new vendors as the vendors become qualified throughout the term of the TESMA; exercise the renewal option extensions; execute individual work orders; suspend or terminate agreements for the administrative convenience of the County when vendors cease to be in administrative compliance (e.g., non-performance related issues, etc.); add or delete TESMA system classifications and product lines; and execute applicable agreement amendments should the original contracting entity merge, be acquired, or otherwise have a change in entity.
3. Approve the transfer of nine TESMA A Work Orders and five TESMA B Work Orders from the current TESMA to the new 2017 TESMA to allow uninterrupted service as indicated on Attachment 4.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended Master Agreement is to allow ISD to continue its support of the County's telecommunications requirements.

ISD currently administers the TESMA program which provides a pool of readily available prequalified providers of telecommunications equipment and services to help ISD and County departments effectively obtain equipment and services to carry out their telecommunications mission. The contracted services include furnishing, installing, and maintaining telecommunications equipment, including telephone, VoIP, data network, building, alarm and video teleconferencing systems, distributed antenna services and associated telecommunications cabling and wiring. The telecommunications equipment and services are competitively bid and awarded to prequalified contractors on a project by project basis. The current Master Agreement expires on January 29, 2018. There is a continuing need to maintain the TESMA program to assist ISD and County departments in implementing technology projects and providing other needed telecommunications support. Your Board's approval of the proposed new TESMA will allow ISD and other County departments to continue to obtain telecommunications equipment and services. Recommendation number 1 requests approval and authority to award and execute master agreements to the companies listed on Attachment 2 to allow ISD to continue the contracted services.

Recommendation number 2 requests that authority be delegated to the Director, ISD to award and execute agreements with newly qualified vendors; exercise TESMA renewal options; execute work orders; suspend or terminate agreements for administrative convenience; add or delete system classifications and product lines; and; execute applicable agreement amendments should the original contracting entity merge, be acquired, or otherwise have a change in entity.

Recommendation number 3 requests authority to transfer nine TESMA A Work Orders and five TESMA B Work Orders from the current TESMA to the new 2017 TESMA. Transferring the 14 Work Orders will allow current services to continue without causing delays in services or increased costs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County Strategic Plan - Goal 1, Operational Effectiveness and Goal 2 Fiscal Sustainability, by effectively managing County resources. Specifically, the recommended Master Agreement will enable ISD to provide telecommunications equipment and services to all County facilities in a timely manner utilizing competitive bidding.

FISCAL IMPACT/FINANCING

Expenditures under these agreements will vary from year to year based on the needs of ISD and County departments. Departments have the responsibility for ensuring they have adequate funding prior to requesting telecommunications equipment and services under this Master Agreement. Funding for TESMA projects is included in the Fiscal Year 2017-18 adopted ISD and County departments' budgets. Subsequent year funding will be requested in the Fiscal Year budgets for each annual term and any extensions. Expenditures over the term of the agreements in any given year will remain within each department's budgeted appropriation for such equipment and services. Contractors will not be asked to provide equipment or perform services which exceed the amounts, scope of work and dates specified in each individual work order. ISD will provide your Board with a quarterly utilization report.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the proposed Master Agreement have been approved as to form by County Counsel. It contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program.

TESMA is not a Proposition A agreement because the contracted services are of an extraordinary professional or technical nature and, therefore, not subject to the Living Wage Program (County Code Chapter 2.121).

Three of the four recommended vendors are certified as Local Small Business Enterprises notated on Attachment 2. A summary of the Community Business Enterprise Program information for all vendors is provided in Attachment 3

CONTRACTING PROCESS

On May 19, 2017, ISD released a Request for Statement of Qualifications (RFSQ) for Telecommunication Equipment and Services Master Agreement services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 5). Since the release of the RFSQ, four responses have been received and are currently being reviewed by subject matter experts in the Information Technology Service for compliance with the minimum requirement criteria stated in the RFSQ.

Award of a master agreement does not guarantee a vendor any minimum amount of business. The County only incurs an obligation as individual work orders are issued. All active contractors can bid on services and receive work order solicitations released in the

particular TESMA Service Category, System Classification and Product Lines where the contractor has been pre-qualified. Work order awards will be made to the lowest priced qualified contractor unless other selection criteria are set forth in the work order availability notice. Contractors certified as a Local Small Business Enterprise, Disabled Veteran Business Enterprise or Social Enterprise will receive the 15% applicable preference on their individual work order bids.

The Master Agreement includes all of the customary language regarding the County's right to audit the contractor, ability of the County to assess liquidated damages, termination for convenience and default clauses, and the databases that track/monitor Contractor performance history.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that ISD and County departments continue to receive telecommunications equipment and services.

CONCLUSION

The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to the Director, ISD.

Respectfully submitted,

Scott Minnix
DIRECTOR, ISD

SM:DC:JS:YY:ct
Attachments (5)

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

**TELECOMMUNICATION EQUIPMENT AND SERVICES
MASTER AGREEMENTS (TESMA) QUALIFIED CONTRACTORS**

Company Name	LSBE (Y/N)
1. Tel-Pro Voice & Data, Inc.	Y
2. Ltech Network Services, Inc.	Y
3. So Cal Communications Group, Inc.	Y
4. First Fire Systems, Inc.	N

Attachment III

FIRM INFORMATION		SO CAL COMMUNICATIONS GROUP, INC.	L TECH NETWORK SERVICES, INC.	FIRST FIRE SYSTEMS, INC.	TEL PRO VOICE& DATA, INC.		
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership	% of Ownership
OWNERS /PARTNERS	Black/African American						
	Hispanic/Latino	100%	100%	100%			
	Asian or Pacific Islander						
	American Indian						
	Filipino						
	White				100%		
	Female (included above)	51		55			
MANAGER	Black/African American						
	Hispanic/Latino		3	2	1		
	Asian or Pacific Islander				1		
	American Indian						
	Filipino		1		1		
	White		1	1	6		
	Female (included above)						
STAFF	Black/African American				1		
	Hispanic/Latino	9	21	14	39		
	Asian or Pacific Islander			1	15		
	American Indian			1			
	Filipino						
	White	2	4	12	9		
	Female (included above)	2	2	4	10		
TOTAL # OF EMPLOYEES		13	31	33	76		
BUSINESS STRUCTURE		CORPORATION	CORPORATION	CORPORATION	CORPORATION		
County Certification		YES	YES	YS			
CBE							
LSBE		YES	YES	YES			
Other Certifying Agency							

WORK ORDERS TO BE TRANSFERED

Work Order Number	Vendor	Master Agreement Number	Work Order	WO Amount
TA365	L Tech Network Services, Inc.	I103928	Probation Department: Probation San Gabriel Valley Office Wiring Upgrade Project	\$130,063
TA370	Nexus IS, Inc.	I103933	Department of Health Services: LAN/VoIP Refresh Phase III	\$12,130,830
TA392	L Tech Network Services, Inc.	I103928	County Library Department – Los Nietos: New Building – Voice Data/Equipment Install Project	\$356,350
TA393	L Tech Network Services, Inc.	I103928	County Library Department – Artesia: New Building – Voice Data/Equipment Install Project	\$60,265
TA417	MTM Technologies, Inc.	I103929	Department of Health Services: Rancho Los Amigos LAN/Data Center	\$7,136,700
TA434	L Tech Network Services, Inc.	I103928	Department of Social Services – Various Locations: DPSS CCTV Expansion Project	\$1,119,736
TA444	Nexus IS, Inc.	I103933	Multi Department: Centrex Replacement Project @ HOA	\$1,867,643
TA447	Nexus IS, Inc.	I103933	CEO – HOA LAN, Wiring and VOIP Upgrade Project	\$1,748,959
TA448	Nexus IS, Inc.	I103933	Auditor Controller – HOA LAN, Wiring,	\$1,885,307

ATTACHMENT IV

			and VOIP upgrade project	
TB040	PCM Sales, Inc.	I103934	Department of Public Works – Cisco SMARTnet Maintenance Services	\$ 579,587
TB041	PCM Sales, Inc.	I103934	Department of Social Services – Cisco SMARTnet Maintenance Services	\$1,868,209
TB042	PCM Sales, Inc.	I103934	Sheriffs Department – Cisco SMARTnet Maintenance Services	\$5,897,375
TB043	PCM Sales, Inc.	I103934	Department of Health Services– Cisco SMARTnet Maintenance Services	\$4,219,042
TB044	PCM Sales, Inc.	I103934	Department of Internal Services – Cisco SMARTnet Maintenance Services	\$14,378,808



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

DRAFT

September 26, 2017

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

Dear Supervisors:

**GRAND AVENUE PROJECT-PHASE I (PARCEL Q)
APPROVE THE SCHEMATIC DESIGN AND
OTHER RELATED ACTIONS
ALL DISTRICTS
(3 VOTES)**

SUBJECT

Approval of the recommended actions will find that the recommendations are within the scope of the Grand Avenue Project in the previously certified Final Environmental Impact Report and the First and Second Addenda: (1) approve the Phase I (Parcel Q) Schematic Design Drawings which would authorize Core/Related Grand Ave Owner LLC to proceed to the next phase of design work for the Grand Avenue Project – Phase I; and (2) extend by approximately four months the deadline for the Grand Avenue Authority to enter into ground leases for the other project parcels as provided in the Grand Avenue Joint Exercise of Powers Agreement.

The Grand Avenue Project - Phase I is a mixed-use development on Parcel Q, owned by the County of Los Angeles, in the Bunker Hill Redevelopment Project Area. Phase I consists of residential and hotel towers, parking, public plaza, retail/commercial spaces, streetscape and site landscaping developed by Core/Related Grand Ave Owner LLC.

IT IS RECOMMENDED THAT THE BOARD:

1. Acting as a responsible agency for purposes of the California Environmental Quality Act, find that the recommended actions are within the scope of the previously certified Final Environmental Impact Report and the First and Second Addenda to the Final Environmental Impact Report.

“To Enrich Lives Through Effective And Caring Service”

***Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only***

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

2. Consider the proposed Phase I (Parcel Q) Schematic Design Drawings, on file in the Chief Executive Office, and approve or conditionally approve the same, as recommended by the Grand Avenue Authority to the Board.
3. Approve an approximately four-month extension to the deadline in the existing Joint Powers Authority agreement for the Grand Avenue Authority to execute ground leases applicable to project parcels not under lease, which extension is provided in the Fourth Amendment to the Joint Exercise of Powers Agreement between the County of Los Angeles and the CRA/LA, a Designated Local Authority, as recommended by the Grand Avenue Authority; this extension will give the Grand Avenue Authority time to complete negotiations of a further amendment to the Disposition and Development Agreement to update and coordinate schedules and requirements for Phase IIC (Parcel L partial) and Phase III (Parcel W-2).
4. Authorize the Chief Executive Officer, or her designee, to execute conforming documents and to take any other actions consistent with the implementation of these approvals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions seek the Board's approval or conditional approval of the Grand Avenue Project (Project) Phase I (Parcel Q) Schematic Design Drawings for Core/Related Grand Ave Owner LLC to continue to the next step of design for the mixed-use development on County- owned Parcel Q, and to provide a short-term extension of the deadline for executing ground leases that is set forth in the Joint Exercise of Powers Agreement for the Los Angeles Grand Avenue Authority.

Parcel Q is located at 100 South Grand Avenue, in the Bunker Hill Redevelopment Project Area.

Background

The Los Angeles Grand Avenue Authority, a California Joint Powers Authority (Authority) is a separate legal entity created in September 2003 through a Joint Powers Agreement, between the County and the Community Redevelopment Agency of the City of Los Angeles (CRA), now CRA/LA, a Designated Local Authority (CRA/LA), which selected The Related Companies, L.P. (Related) as the developer for the Project in September 2004 after a public process.

In February 2007, August 2010, May 2011, December 2012, January 2014, and November 2016, the Board approved various actions related to the phased development of the Project. Among those actions were the approvals, in form and substance, of the First, Second, Third, Fourth, and Fifth Amendments to the Disposition and Development

Agreement (Amended DDA) between the Authority and Grand Avenue, L.A., LLC, a subsidiary of The Related Companies, L.P., predecessor in interest to Core/Related Grand Ave Owner LLC (Developer), which:

1) outlined the terms and conditions for development and lease of the Bunker Hill Properties owned by the County and CRA; 2) approved the change in Scope of Development to permit construction of the Broad Museum as Grand Avenue Project-Phase IIA; 3) divided the balance of Phase II of the Grand Avenue Project into Phases IIB and IIC; 4) approved the modification in Scope of Development to permit construction of a residential tower, including affordable housing, as part of the Grand Avenue Project-Phase IIB (Parcel M); 5) approved the revised concept plan, change in Scope of Development to permit the construction of the redesigned mixed-use development including a repositioned residential tower to be located on Second Street between Grand Avenue and Olive Street, and a repositioned hotel tower to be located on the corner of Grand Avenue and First Street, along with a public plaza, retail/commercial spaces, and various streetscape and site landscaping improvements for Phase I; and 6) approved the final terms for design, financing, and construction for Parcel Q, which include a revised Phase I Scope of Development for residential units, hotel keys, office space, retail/commercial space, and parking, and finalization of the Schedule of Performance for Phase I.

Proposed Phase I (Parcel Q) Schematic Design Drawings (SD's)

The overview of schematic design is included in Attachment A.

On January 14, 2014, the Board approved the revised concept plan and Project description of Phase I as designed by architect Frank Gehry. In July 2015, the Developer provided Authority staff with drawings/renderings that illustrated a further revised concept design for the entire Parcel Q plan, together with revised Phase I Project description/project formulation documents. In November 2016, as part of the approvals for the Fifth Amendment to the DDA, the Authority and the County approved the revised Scope of Development (Scope) and Schedule of Performance for Phase I.

On May 23, 2017, the Developer submitted the SD's for the Authority and County to review. Due to additional information or clarification required, the required 75-day review period was extended and the deadline for the Authority and the County to provide its approval or disapproval is September 26, 2017.

The Authority and County's review of the SD's and other Project Documents is to ensure consistency with the approved Scope and provisions of the Amended DDA.

In accordance with the Fifth Amendment to the DDA, the SD's include design components that meet or exceed the requirements in the Scope. There will be approximately 71,438 sf of retail, approximately 48,000 sf of restaurant space, 17,500 sf for a health club, and a 424-seat movie theater. The hotel and residential components are comprised of 305

hotel rooms, with about 12,000 sf of meeting space, 141 market rate condominiums, 220 market rate apartments, and 91 affordable apartments.

The design of the Phase I Project is intended to interact with the Disney Concert Hall and allows for a plaza, outdoor dining, terraces, and roof decks facing Grand Avenue to create public and private zones. In addition, entrances on each side of the Project allow for welcoming pedestrians into the Project.

At its September 15, 2017 meeting, the Authority approved the SD's with the following conditions as set forth in a Letter to the Developer (Attachment B):

1. Landscaping, Streetscape Improvements and Public Open Spaces: The Developer must include complete design details on all landscaping, streetscape improvements, and public open spaces for Parcel Q and must be submitted to the Authority and County for approval at least 75 days prior to the 100% submittal of Design Development Drawings and the Preliminary Landscape Plans.
2. Parking: Due to the reduction in the number of on-site parking spaces from 1,350 to 800 (both self-parking and valet), with overflow parking to be provided at offsite locations near Parcel Q, the Developer is required to provide confirmation from the City of Los Angeles that the parking plan is in full compliance with City codes; and in the Parking Management Plan, to be approved by the governing entities, satisfies the Phase I Parking Requirements which include, but are not limited to:
 - a. Minimum of 800 on-site striped passenger vehicle parking spaces;
 - b. Use of commercially reasonable good faith efforts to avoid vehicular queueing on to adjacent public streets;
 - c. Evidence that the Project will at all times have to include sufficient parking for all residents, retail customers, hotel guests, and their visitors;
 - d. Provide tenants of the Affordable Housing Units, offsite parking which are within reasonable walking distance from the Phase I residential tower, and the rate charged shall at all times be reasonably discounted as compared to the rate charged to the tenants of Phase I market rate rental units for onsite self-parking;
 - e. Drop off lane to accommodate car pool drop off; and
 - f. Parking spaces shall not be bundled into the rent charged to renters of market or affordable apartment units

If the County provides its approval, the Developer is able to proceed with Design Development Drawings (DD's) and must incorporate the previously approved general standards and design guidelines to ensure that the resulting project is of the same high quality envisioned for the originally approved project on this unique site. Any deviations from the Scope or SD's must adhere to a logical evolution standard of five percent, or else the DD's will be deemed nonconforming.

The Grand Avenue Authority and the County reserve all of their rights, at each entity's sole discretion to approve or disapprove the submittals that satisfy the foregoing conditions. Under the terms of the Fifth Amendment to the Disposition and Development Agreement, the Grand Avenue Authority and the County each have the right to approve or disapprove the SDs for Phase I.

If the County approves, or conditionally approves of the SD's, the County will have a subsequent opportunity to review the updated drawings and to approve or disapprove any updated SD's. If the Board disapproves the proposed SD's, in its sole and absolute discretion as owner of Parcel Q under the terms of the Amended DDA, the Project may be terminated.

It is recommended that the Board approve the SD's to facilitate the original objectives of the Project. The County's approval or conditional approval of the SD's is confirmation that the Developer has complied with its obligations under the Amended DDA, but such approval is not an approval of the Project's quality or suitability of the design or construction.

Fourth Amendment to the Joint Powers Authority (JPA) Agreement (Attachment C)

The Third Amendment to the Joint Exercise of Powers Agreement between the County and the CRA/LA, a Designated Local Authority, provided an extension to October 1, 2017 of the deadline for the Grand Avenue Authority to enter into ground leases for the project parcels not under lease, which are Parcel L (Phase IIC) (CRA/LA owned) and W-2 (Phase III) (County owned).

At its August 24, 2017 meeting, the Grand Avenue Authority requested that the County and the CRA/LA, the parties to the JPA Agreement, approve and execute the Fourth Amendment to the JPA Agreement to provide for a four-month extension, from October 1, 2017 to January 30, 2018, of the deadline to enter into ground leases for the other parcels, to give the Grand Avenue Authority time to permit coordination of schedules, activities, and scope for Parcel W-2, and Parcel L (partial).

The attached Fourth Amendment to the JPA Agreement has been reviewed and approved as to form by County Counsel.

The CRA/LA provided their approval of the Fourth Amendment on September 7, 2017.

FISCAL IMPACT/FINANCING

The proposed Project Phase I estimated cost totals \$950.0 million, and Financing Requirements were included in the Fifth Amendment to the DDA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Fifth Amendment to the DDA requires that the Developer's SD's for Phase I must be submitted to your Board and to the Authority Board for review, and approval or disapproval by September 26, 2017.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are within the scope of the previously certified Final Environmental Impact Report and the First and Second Addenda to the Final Environmental Impact Report

In November 2006, acting as the responsible agency for purposes of the California Environmental Quality Act (CEQA), the Authority certified the Grand Avenue Project Environmental Impact Report (Final EIR) for the Project, a mixed-use development on Parcels Q and W-23, L, and M-2, and potentially W-1, along with a revitalized and expanded civic park, now known as Grand Park.

In 2010 and 2014, acting as the responsible agency, the Authority approved a First and Second Addendum respectively to the Final EIR. The Second Addendum, which was approved in 2014 for the Fourth Amendment to the DDA, provided updated environmental documentation for the revised concept plan for Parcel Q Phase I as designed by architect Frank Gehry established as the re-formulated project description in January, 2014.

The Final EIR with its addenda includes in its scope of potential impacts analyzed the currently recommended scope of development for the Phase I Parcel Q mixed-use site with two towers repositioned as approved in 2014 and a mix of residential, retail, and hotel uses consistent with those analyses. No further environmental review is required based on the record of the Grand Avenue Project because since certification of the Final EIR and approval of the First and Second Addenda, there have been no changes to the project, or substantial changes in circumstances, or new information that would warrant subsequent environmental analysis in accordance with CEQA, including but not limited to California Public Resources Section 21166 and State CEQA Guidelines Sections 15162, 15163 and 15164.

The mitigation measures and related conditions of approval from the certified Final EIR applicable to the Phase I project as revised have been reviewed and will be required and monitored for compliance.

CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:JJ:DPH:BMB
CY:CF:

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Grand Avenue Authority

October 3, 2017

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

Dear Supervisors:

**APPROVE AMENDMENT NUMBER TWENTY TO AGREEMENT NUMBER 74083
WITH 3M COGENT, INCORPORATED FOR AUTOMATED FINGERPRINT
IDENTIFICATION SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

This Board letter seeks approval and execution of Amendment Number Twenty (Amendment) to Agreement Number 74083 (Agreement) with 3M Cogent, Incorporated (3M) for the Los Angeles County (County) Automated Fingerprint Identification System (AFIS) to extend the term of the Agreement and increase the Maximum Contract Sum.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Amendment to the Agreement with 3M Cogent for the provision of continued maintenance and support services to the County's AFIS. This Amendment will extend the term of the Agreement for one year, from October 13, 2017, to October 12, 2018, and increase the Maximum Contract Sum by \$2,954,243, from \$35,285,542 to \$38,239,785.
2. Delegate authority to the Sheriff or his designee to terminate the Agreement earlier, in whole or in part, with ten days advance written notice once the Department has completed its transition to a new agreement.

Or the Sheriff, or his designee, may permanently terminate the Agreement earlier, in whole or in part, with ten (10) calendar days advance written notice to Contractor, as provided in the Agreement. (Section 33 Termination for Convenience)

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the action will allow the Los Angeles County Sheriff's Department (Department) to maintain AFIS while transitioning to a new system. During the transition, it is crucial that the existing AFIS receives continuous maintenance and support until its replacement or upgrade is implemented.

FISCAL IMPACT/FINANCING

The cost of the additional AFIS maintenance is funded through the RAN Board-approved AFIS Fund Number 41079. The cost of the maintenance during the extension period is \$2,954,243. The Maximum Contract Sum will be increased from \$35,285,542 to \$38,239,785.

The RAN Board appropriates funds for the Agreement in the AFIS account under the County's budget from the State of California, pursuant to California Government Code Section 76102 and/or California Vehicle Code Section 9215.19. There will be no net County costs incurred under this recommendation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In July 2002, the County entered into the Agreement with Cogent Systems, Incorporated to develop a new replacement for AFIS consolidating the Department's and Los Angeles Police Department of Justice's AFIS in order to search fingerprint data, images, and to provide timely identification of all arrestees, as well as fingerprint images discovered at crime scenes. All system development and implementation work has been completed, and the Agreement is currently in the maintenance and support phase.

Pursuant to the Amendment, the term of the Agreement will be extended for one year from October 13, 2017, to October 12, 2018, and the Maximum Contract Sum will be increased accordingly by \$2,954,243.

IMPACT ON CURRENT SERVICES

The continuous maintenance on AFIS will allow law enforcement officials to use the system without any interruptions.

There will be no negative impact on current Department's operations and services.

The Honorable Board of Supervisors
October 3, 2017
Page 3

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed Amendments to the Department's Contracts Unit.

Sincerely,

JIM McDONNELL
SHERIFF

The Honorable Board of Supervisors
October 3, 2017
Page 4

JM:SD:sd

Enclosures

c: Board of Supervisors, Justice Deputies
Lori Glasgow, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Lead Analyst, CEO
Aileen Yu, Senior Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Jacques A. LaBerge, Undersheriff
Jill Serrano, Chief Financial and Administrative Officer
Warren Asmus, Chief of Staff

ADD UNIT

Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen Joe, Director, ASD, Fiscal Administration
Susie Cousins, Assistant Director, ASD, Fiscal Administration, Contracts Unit
Phyllis Antuna, Sergeant, ASD, Contract Monitoring Unit
Andrew M. Dahring, Sergeant, ASD
India Inez, Deputy, ASD
Angelo Faiella, Manager, ASD, Contracts Unit
Sheri Davis, Contract Analyst, ASD, Contracts Unit
Chrono File
(Contracts Unit/3M Cogent, Incorporated)