AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. **Call to order** – Mark Baucum/Gevork Simdjian

2. **Public Comment**
   (2 minutes each speaker)

3. **INFORMATIONAL ITEM(S):**
   (5 minutes)

   A) Board Letter:
   AWARD OF SERVICES CONTRACT FOR ON-CALL OPERATIONS TELEMETRY SYSTEM MAINTENANCE SERVICES FOR SEAWATER BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS
   DPW – Adam Lee, Associate Civil Engineer and Jesse Juarros, Departmental Chief Information Officer

   B) Board Letter:
   SOLE SOURCE CONTRACT EXTENSION WITH TALX CORPORATION/EQUIFAX WORKFORCE SOLUTIONS
   DHR – Maggie Martinez, Assistant Director and Ben Kemper, Senior Human Resources Manager

   C) Board Letter:
   SOLE SOURCE CONTRACT EXTENSION WITH SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.
   DHR – Maggie Martinez, Assistant Director and Ben Kemper, Senior Human Resources Manager

   D) Board Letter:
   NOTIFICATION OF INTENT TO AWARD ESMA WORK ORDER TO MICROSOFT FOR PHASE 2 OF THE IAM MODERNIZATION
   ISD – Dave Wesolik, Administrative Manager XVII
4. **PRESENTATION/DISCUSSION ITEMS:**
   None available at this time.

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

**CALENDAR LOOKAHEAD:**
(5 minutes)

A. Board Letter:
   AUTORIZATION OF THE TRANSFER OF IT FUNDS TO THE
   DEPARTMENT OF PARKS AND RECREATIONS AND APPROVE AN
   APPROPRIATION ADJUSTMENT
   PARKS AND RECREATIONS – John Wicker, Director or designee
   CIO – William Kehoe, Chief Information Officer or designee

B. Board Letter:
   ADVANCE NOTIFICATION FOR MIDEO SYSTEMS – FORENSIC
   IMAGING EQUIPMENT FOR SHERIFF
   LASD – Alex Villanueva, Sheriff or designee
   CIO – William Kehoe, Chief Information Officer or designee

C. SEMI-ANNUAL UPDATE ON SHERIFF’S IT SYSTEMS, INCLUDING
   INTEGRATED JAIL INFORMATION SYSTEM AND CAD
   LASD – Alex Villanueva, Sheriff or designee
   CIO – William Kehoe, Chief Information Officer or designee

D. GARTNER INSOURCING/KNOWLEDGE TRANSFER REPORT BACK
   DHS – Pamela Griffith, Senior Information Technology Manager
   CIO – William Kehoe, Chief Information Officer or designee
<table>
<thead>
<tr>
<th><strong>OPS CLUSTER</strong></th>
<th><strong>6/13/2019</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AGENDA REVIEW</strong></td>
<td></td>
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<tr>
<td><strong>DATE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>BOARD MEETING</strong></td>
<td>7/16/2019</td>
</tr>
<tr>
<td><strong>SUPERVISORIAL DISTRICT AFFECTED</strong></td>
<td>All</td>
</tr>
<tr>
<td><strong>DEPARTMENT</strong></td>
<td>Public Works</td>
</tr>
<tr>
<td><strong>SUBJECT</strong></td>
<td>Award of Services Contract for On-Call Operations Telemetry System Maintenance Services for Seawater Barriers, Spreading Grounds, and Rubber Dams</td>
</tr>
<tr>
<td><strong>PROGRAM</strong></td>
<td></td>
</tr>
<tr>
<td><strong>SOLE SOURCE CONTRACT</strong></td>
<td>□ Yes  ☒ No</td>
</tr>
<tr>
<td>If Yes, please explain why:</td>
<td></td>
</tr>
<tr>
<td><strong>DEADLINES/TIME CONSTRAINTS</strong></td>
<td>None</td>
</tr>
</tbody>
</table>
| **COST & FUNDING** | Total cost: $3,599,997  
Funding source: Internal Service Fund to be reimbursed by the Flood Fund |
| **TERMS (if applicable):** |
| Contract is for one year and includes three, 1-year renewal options and a month-to-month extension of up to six months for maximum potential term of 54 months. |
| Explanation: Funds for the first year is included in the Internal Service Fund for Fiscal Year 2019-20. Funding for the optional years and 10% contingency will be included in Public Works’ annual budget request. |
| **PURPOSE OF REQUEST** | To provide on-call and intermittent preventative maintenance for the Seawater Barrier Telemetry System (SBTS), Spreading Grounds Telemetry System (SGTS), and Stormwater Capture Rubber Dam System Telemetry Facilities (SCRDS). |
| **BACKGROUND (include internal/external issues that may exist)** | Public Works utilizes in-house resources (i.e., Stormwater Engineering Division Instrument Shop) to make necessary repairs to the telemetry system, and if not, utilize the on-call maintenance contract. Based on experience prior to having the on-call telemetry maintenance contract, Instrument Shop was unable to provide all the necessary repairs to the telemetry systems. As a result, the telemetry systems fell into a very poor state and were only brought back to their current condition with the use of a maintenance contract. Part of the reason is because the Instrument Shop has limitations on the type of equipment they can work on (e.g., electronic devices under 50 volts). In addition, moderate to large programming services on the programmable logic controllers are outside of the expertise of Public Works personnel and require personnel familiar with control system integration and computer programming. Other specialized expertise is required for specific tasks such as servicing the air compressors and blowers. In addition, the procurement process to purchase replacement sensors, controls, actuators, and other equipment is very lengthy, and can lead to groundwater recharge facilities being offline for an extended period of time. The on-call telemetry maintenance contract allows Public Works to make repairs and replace equipment in a timely manner to ensure we can optimize the amount of groundwater recharge at our facilities. |
| **DEPARTMENTAL AND OTHER CONTACTS** | Name, Title, Phone # & Email:  
- Adam Lee, Associate Civil Engineer, (626) 458-6185, awlee@dpw.lacounty.gov |
Office of the CIO
CIO Analysis

SUBJECT: Award of Services Contract for On-Call Operations Telemetry System Maintenance Services for Seawater Barriers, Spreading Grounds, and Rubber Dams

CONTRACT TYPE:
☒ New Contract ☐ Sole Source ☐ Amendment to Contract #:

SUMMARY:
Description: The Department of Public Works (DPW) is seeking approval of a competitively-solicited Services Contract with Leed Electric, Inc. (Leed Electric), a Local Small Business Enterprise, to provide on-call maintenance, repair, and programming services for the telemetry systems supporting the County’s seawater barriers, spreading grounds, and stormwater capture rubber dams. The Contract specifies a term of one year, with three optional 1-year renewals plus an optional month-to-month extension of up to six months (54 months maximum contract term).

The contracted services will augment the in-house County resources in the DPW Stormwater Engineering Division Instrument Shop. That Shop will be responsible for the necessary repairs to the systems, but will utilize Leed Electric when needed, such as when specialized knowledge or equipment are required or for programming services, which are outside of the Department’s expertise. This is a time-and-materials contract, and DPW estimated the number of annual hours and parts budgets based on historical data, including the actual expenditures from previous maintenance contracts for the seawater barriers and rubber dams.

DPW is seeking Delegated Authorities to execute and to later approve amendments to the Contract, suspend the Contract if necessary, and to utilize up to an additional 10 percent contingency for unforeseen additional work. The Contract includes a Cost-of-Living Adjustment (COLA) provision and the Director of Public Works requests Delegated Authority to adjust the annual contract sum for each optional year according to the provisions in Board Policy 5.070 – Multi-Year Services Contract Cost of Living Adjustments. The Department is also asking the Board to find that the Contract is not subject to the California Environmental Quality Act.

Contract Amount: $3,599,997 Maximum Contract Sum (MCS), including 10 percent contingency but not including any future COLAs, if applicable
FINANCIAL ANALYSIS:

Contract costs:

One-time costs
Hardware/Software ............................................. $ N/A
Services ........................................................... $ N/A

Not-to-Exceed Yearly Services¹:
Year 1 .................................................................. $ 673,594
Optional Year 2 ................................................... $ 673,594
Optional Year 3 ................................................... $ 673,594
Optional Year 4 ................................................... $ 673,594
Optional (Up to 6 months, month-to-month) .... $ 336,797
Subtotal, Not-to-Exceed Yearly Services .......... $ 3,031,173

Not-to-Exceed Yearly Parts Reimbursement:
Year 1 .................................................................. $ 53,678
Optional Year 2 ................................................... $ 53,678
Optional Year 3 ................................................... $ 53,678
Optional Year 4 ................................................... $ 53,678
Optional (Up to 6 months, month-to-month) .... $ 26,839
Subtotal, Not-to-Exceed Yearly Parts ........ $ 241,551

Total one-time costs: .................................................. $ N/A
Not-to-Exceed Year 1 costs (Services + Parts):........ $ 727,272
Not-to-Exceed Year 2 costs (Services + Parts):........ $ 727,272
Not-to-Exceed Year 3 costs (Services + Parts):........ $ 727,272
Not-to-Exceed Year 4 costs (Services + Parts):........ $ 727,272
Not-to-Exceed M-t-M costs (Services + Parts):....... $ 363,636

Total contract costs (up to 4.5 years): ....................... $ 3,272,724
Contingency (10 percent): .......................................... $ 327,273
Maximum Contract Sum: ........................................... $ 3,599,997

¹The specific breakdown of the not-to-exceed yearly services are $416,250 for as-needed rehabilitation work,
$180,000 for as-needed programming services, $68,494 for as-needed routine maintenance work, and $8,850 for a
rehabilitation report of all work performed.

Any Cost of Living Adjustment authorized under Board Policy 5.070 and the Contract is not
included in the Maximum Contract Sum since the amount and applicability such a COLA is not
known at this time. The Director of Public Works would have Delegated Authority to increase the
annual contract sums accordingly if a COLA applies. Finally, as the Contract is for as-needed
services and includes contingency, the COLA is likely to be absorbed in the current MCS.

DPW indicates that the FY 2019-20 costs will be funded by the Internal Service Fund Budget and
then reimbursed by the Flood Control District Fund. The costs of future years, if elected, will be
included in the appropriate FY budget requests. No impact to the County General Fund.
For comparative purposes, DPW provided the following expenditures for the previous support contracts for the seawater barrier and rubber dam telemetry systems. The spreading grounds telemetry system has not had a maintenance services contract.

### Seawater Barrier Maintenance Services

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Labor - IT</th>
<th>Labor - Other</th>
<th>Parts</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$6,150.00</td>
<td>$114,047.00</td>
<td>$284,903.51</td>
<td>$405,100.51</td>
</tr>
<tr>
<td>2015</td>
<td>$53,941.60</td>
<td>$142,843.94</td>
<td>$256,703.00</td>
<td>$453,488.54</td>
</tr>
<tr>
<td>2016</td>
<td>$41,518.00</td>
<td>$196,595.44</td>
<td>$203,026.79</td>
<td>$441,140.23</td>
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<tr>
<td>2017</td>
<td>$32,032.00</td>
<td>$150,950.99</td>
<td>$145,588.26</td>
<td>$328,571.25</td>
</tr>
<tr>
<td>2018</td>
<td>$15,000.00</td>
<td>$211,485.53</td>
<td>$196,602.08</td>
<td>$423,087.61</td>
</tr>
</tbody>
</table>

### Rubber Dams

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Labor - IT</th>
<th>Labor - Other</th>
<th>Parts</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>$141,523.75</td>
<td>$128,523.75</td>
<td>$55,452.50</td>
<td>$325,500.00</td>
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<tr>
<td>2015-16</td>
<td>$83,602.68</td>
<td>$122,300.19</td>
<td>$33,527.12</td>
<td>$239,429.99</td>
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<tr>
<td>2016-17</td>
<td>$47,752.38</td>
<td>$130,670.62</td>
<td>$3,693.97</td>
<td>$182,116.97</td>
</tr>
<tr>
<td>2017-18</td>
<td>$48,599.74</td>
<td>$113,220.31</td>
<td>$5,292.47</td>
<td>$167,112.52</td>
</tr>
</tbody>
</table>

### Risks:

1. **Contractor Performance** – In addition to Leed Electric providing similar services to the Department previously, the Contract includes provisions for the Contract to be terminated or suspended for convenience or for default. There are Performance Requirements that include deductions for failure to meet the required performance indicators and are assessed on either a per-occurrence or a per-occurrence per day basis. There are also terms for liquidated damages in the amount of $100 per day for failure to complete work as specified. Additionally, any fines assessed on the County for the Contractor’s negligence or failure to comply with federal, state, or local rules, regulations, or requirements will be passed through to the Contractor. The Department, as part of the County’s Quality Assurance Plan, will monitor the Contractor’s performance under the Contract at least once per year. These provisions should be adequate to ensure acceptable contractor performance and correct any deficiencies.

2. **Information Security Review** – While the expected amount of IT-related services is a minority of the Contract amount, since it involves County water management infrastructure, the IT security risk was analyzed to ensure that the telemetry systems—and consequently the infrastructure—would be adequately protected. The Contract and Scope of Work were reviewed by DPW’s Information Security Officer and a County Deputy Information Security Officer. They assessed that these services are low risk, since they will only be employed at the Department’s request and typically in response to a maintenance or repair issue. The telemetry systems do not contain sensitive or personal information, and the limited controls that are accessible through the system would result in limited risk to life and property if incorrectly used.
The systems also have separate alarms and visual indicators of abnormal conditions. No information security concerns were raised.

PREPARED BY:

______________________________________________    _________________
ERIC M. SASAKI, DEPUTY CHIEF INFORMATION OFFICER    DATE

APPROVED:

______________________________________________    _________________
WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER    DATE
Dear Supervisors:

SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
ON-CALL OPERATIONS TELEMETRY SYSTEM MAINTENANCE SERVICES FOR
SEAWATER BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to award a services contract to Leed Electric, Inc., for on-call operations telemetry system maintenance services for seawater barriers, spreading grounds, and stormwater capture rubber dams throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract service is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Award the contract for on-call operations telemetry system maintenance services for seawater barriers, spreading grounds, and stormwater capture rubber dams to Leed Electric, Inc., a Local Small Business Enterprise. This contract will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of $3,599,997.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Leed Electric, Inc., has successfully performed during the previous contract period and the services are still required; to approve and
execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual Cost-of-Living Adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Leed Electric, Inc., to provide on-call and intermittent preventative maintenance and inspection services for the Seawater Barrier Telemetry System (SBTS), Spreading Grounds Telemetry System (SGTS), and Stormwater Capture Rubber Dams System Telemetry Facilities (SCRDS) to ensure maximum performance of the facilities located throughout the County of Los Angeles. In addition, the contractor may be called upon to perform on-call troubleshooting services, repairs, improvements, installations, programming, and/or modifications to the equipment and associated components of the SBTS, SGTS, and SCRDS. The current contract expired on April 2, 2019.

The award of this contract will result in continuation of services by the recommended contractor.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.
The annual cost is $727,272 plus 10 percent of the annual contract sum for additional work within the scope of the contract and Cost-of-Living Adjustment in accordance with the contract. The contract's initial term is for 1 year and includes three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of $3,599,997. The total maximum potential contract sum includes costs for replacement parts. This amount is based on the annual unit prices and hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services. Adjustments will be made to the annual contract sum for each option year over the term of the contracts to allow for an annual Cost-of-Living Adjustment in accordance with County policy and the terms of the contract.

Funding for these services is included in the Internal Service Fund Fiscal Year 2019-20 Budget, which will be reimbursed by the Flood Control District Fund. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Leed Electric, Inc., a Local Small Business Enterprise, located in Santa Fe Springs, California. This contract will commence upon the Board's approval and execution by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has reviewed and approved the recommended contract as to form. The recommended contract with Leed Electric, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure A reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203, is not applicable to this contractor due to contractor's Collective Bargaining Agreement that expressly supersedes all provisions of the program.
Public Works has evaluated and determined that the contracted services is required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract.

The contract includes a Cost-of-Living Adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

The Chief Information Officer (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached as Enclosure B.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within the class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, these services will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

On December 31, 2018, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business With Us" website (Enclosure C); Public Works' "Business Opportunities" website; Twitter; and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed 1,373 Local Small Business Enterprises; 157 Disabled Veteran Business Enterprises; 139 Social Enterprises; 624 Community Business Enterprises; and 76 independent contractors, various business development centers, and municipalities about this business opportunity.

On January 22, 2019, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, performance history/references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on these evaluations, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, Leed
Electric, Inc., located in Santa Fe Springs, California, a Local Small Business Enterprise. Public Works determined the contractor's price to be reasonable for the work requested.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The current contract expired on April 2, 2019. The award of this contract will result in continuation of services and will not result in the displacement of any County employees as these services have been contracted with the private sector since 2013.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,  
Reviewed by:

MARK PESTRELLA  
Director of Public Works

WILLIAM S. KEHOE  
Chief Information Officer

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
Chief Information Office  
County Counsel  
Executive Office
<table>
<thead>
<tr>
<th><strong>BOARD LETTER/ MEMO – FACT SHEET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATIONS CLUSTER</strong></td>
</tr>
<tr>
<td><strong>OPS CLUSTER AGENDA REVIEW DATE</strong> 6/13/2019</td>
</tr>
<tr>
<td><strong>BOARD MEETING</strong> Not applicable</td>
</tr>
<tr>
<td><strong>SUPERVISORIAL DISTRICT AFFECTED</strong> All Supervisorial Districts</td>
</tr>
<tr>
<td><strong>DEPARTMENT</strong> Department of Human Resources</td>
</tr>
<tr>
<td><strong>SUBJECT</strong> Advance Notification of Intent to Negotiate a Sole Source Contract Extension with TALX Corporation/Equifax Workforce Solutions</td>
</tr>
<tr>
<td><strong>PROGRAM</strong></td>
</tr>
<tr>
<td><strong>SOLE SOURCE CONTRACT</strong> ☒ Yes ☐ No</td>
</tr>
<tr>
<td>If Yes, please explain why:</td>
</tr>
<tr>
<td>The current Board-approved contract with TALX Corporation, provider of Equifax Workforce Solutions (&quot;TALX&quot;) for the provision of Unemployment Insurance Claims Third-Party Administration Services which will expire on February 1, 2020; there are no extensions available. Extending the term of the current contract will ensure the continuity of services pending the effective date of a new replacement contract.</td>
</tr>
<tr>
<td><strong>DEADLINES/ TIME CONSTRAINTS</strong> The current agreement expires on February 1, 2020.</td>
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<tr>
<td><strong>COST &amp; FUNDING</strong></td>
</tr>
<tr>
<td>Total cost: $</td>
</tr>
<tr>
<td>Funding source:</td>
</tr>
<tr>
<td>TERMS (if applicable): N/A</td>
</tr>
<tr>
<td>Explanation:</td>
</tr>
<tr>
<td><strong>PURPOSE OF REQUEST</strong></td>
</tr>
<tr>
<td>This is to provide the Board of Supervisors (Board) with advanced notification of the Department of Human Resources’ (DHR) intent to enter into sole source negotiations with TALX to extend the current contract for Unemployment Insurance Claims Third-Party Administration Services for one year. DHR is currently working on a competitive solicitation for the replacement contract. Negotiation of extension of the TALX contract will align the expiration of the current contract to allow the completion of the competitive solicitation and obtain Board-approval of a new replacement contract.</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong> (include internal/external issues that may exist)</td>
</tr>
<tr>
<td>The current TALX contract was executed on January 8, 2013 as the result of a competitive solicitation. Two qualified proposals were received, including the proposal from TALX, which was selected based on its highest overall score and lowest cost.</td>
</tr>
<tr>
<td>The contracted services provide unemployment insurance claims administration services, manage the County’s unemployment insurance cost control program, ensure that all unemployment insurance claims and payments are legal and accurate, and fulfill the County’s legal and statutory unemployment insurance requirements. These services are provided through DHR’s Employee Benefits Division which is responsible to ensure the full provision of benefits to employees of the County’s departments and special districts.</td>
</tr>
</tbody>
</table>
The County has used a third-party administrator (TPA) to provide unemployment insurance claims administration since January 1978. These services must be performed by an outside TPA because the County does not have, and could not develop at a reasonable cost, the expertise and reporting systems to perform these services.

Extension of the current contract is needed to ensure service continuity pending the effective date of a new contract. The services provided under this contract are essential for the County to meet its legal responsibilities to extend unemployment compensation benefits to County employees and to control unemployment insurance claims costs by reducing administrative costs.

The maximum cost over the seven year contract period was $154,441, payable in annual, all-inclusive fixed fees of $22,063 per year.

DEPARTMENTAL AND OTHER CONTACTS

Name, Title, Phone # & Email:

- Maggie Martinez
  Assistant Director
  mmartinez@hr.lacounty.gov
  (213) 351-2921

- Ben Kemper
  Senior Human Resources Manager
  bkemper@hr.lacounty.gov
  (213) 738-2255
June 13, 2019

To: Each Supervisor

From: Lisa M. Garrett
Director of Personnel

ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT EXTENSION WITH TALX CORPORATION/EQUIFAX WORKFORCE SOLUTIONS

This memorandum is to provide advance notification to your Board that the Department of Human Resources (DHR) intends to enter into a sole source negotiation with TALX Corporation/Equifax Workforce Solutions (“TALX”) to extend the contract for Unemployment Insurance Claims Third-Party Administration Services (“Contract”) for one year.

This notice is being sent in accordance with Board Policy 5.100, Sole Source Contracts, which requires County departments that intend to negotiate sole source contracts for Board approval to provide advance written notice to your Board at least six months prior to the expiration of an existing contract, for amendments to existing contracts, when departments do not have delegated authority to execute such amendments, and at least four weeks prior to commencing contract negotiations.

The current TALX contract was executed on January 8, 2013, as the result of a competitive solicitation, and will expire on February 1, 2020. There are no extensions available. Contract services provide unemployment insurance claims administration services, manage the County’s unemployment insurance cost control program, ensure that all unemployment insurance claims and payments are legal and accurate, and fulfill the County’s legal and statutory unemployment insurance requirements.

The County has used a third-party administrator (TPA) to provide unemployment insurance claims administration since January 1978. These services must be performed by an outside TPA because the County does not have, and could not develop at a reasonable cost, the expertise and reporting systems to perform these services.

To Enrich Lives Through Effective and Caring Service
Contracted services are provided through DHR’s Employee Benefits (EB) Division. The DHR EB is responsible to ensure the full provision of benefits to employees of the County’s 36 departments and multiple special districts.

At the time of the solicitation release for the current contract, a Request for Proposals (RFP) was posted on the County’s “Doing Business With Us” website, and advertisements were placed in four newspapers within Los Angeles County. DHR also conducted research to obtain a list of possible qualified vendors and sent them notice of the RFP. Two qualified proposals were received, including the proposal from TALX, which was selected based on its highest overall score and lowest cost.

DHR is currently working on a new RFP solicitation for a contractor to provide unemployment insurance claims third-party administration services. Negotiating an extension of the current contract for one year will allow the completion of the solicitation process for the replacement contract.

Extension of the TALX contract is needed to ensure service continuity pending the effective date of a new contract. The services provided under this contract are essential for the County to meet its legal responsibilities to extend unemployment compensation benefits to County employees and to control unemployment insurance claims costs by reducing administrative costs.

The Sole Source Checklist for Unemployment Insurance Claims Administrative Services contract is attached. DHR will proceed with the sole source contract negotiations in four weeks unless instructed otherwise by your Board.

Should you have any questions, please contact me at (213) 974-2406, or your staff may contact Maggie Martinez, Assistant Director at (213) 351-2921.

LMG: MGM
DJ: ma

Attachment

c: Chief Executive Officer
   Executive Officer, Board of Supervisors
## SOLE SOURCE CHECKLIST

Department Name: Department of Human Resources

( ) New Sole Source Contract  
(✓) Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: January 8, 2013

<table>
<thead>
<tr>
<th>Check (✓)</th>
<th>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>Identify applicable justification and provide documentation for each checked item.</td>
</tr>
<tr>
<td>✓</td>
<td>Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an &quot;Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.&quot;</td>
</tr>
<tr>
<td>✓</td>
<td>Compliance with applicable statutory and/or regulatory provisions.</td>
</tr>
<tr>
<td>✓</td>
<td>Compliance with State and/or federal programmatic requirements.</td>
</tr>
<tr>
<td>✓</td>
<td>Services provided by other public or County-related entities.</td>
</tr>
<tr>
<td>✓</td>
<td>Services are needed to address an emergent or related time-sensitive need.</td>
</tr>
<tr>
<td>✓</td>
<td>The service provider(s) is required under the provisions of a grant or regulatory requirement.</td>
</tr>
<tr>
<td>✓</td>
<td>Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</td>
</tr>
<tr>
<td>✓</td>
<td>Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.</td>
</tr>
</tbody>
</table>

Under the current contract for Administrative Services for Unemployment Insurance Claims, TALX Corporation (TALX), provides administrative services for County employees filing claims for unemployment compensation benefits upon termination of employment or reduction of hours. The current contract expires on February 1, 2020 and there are no extensions available.

DHR is currently working on a competitive solicitation for the replacement contract. Negotiating an extension of the TALX contract will align the expiration of the current contract to allow the completion of the competitive solicitation and obtain Board-approval of a new contract.

| ✓         | Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods. |
| ✓         | Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative. |
| ✓         | It is more cost-effective to obtain services by exercising an option under an existing contract. |
| ➢ The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or nonprofit organization).

| ➢ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

<p>| [Signature] | [Signature] |
| Chief Executive Office | Date |
| 5-29-19 |</p>
<table>
<thead>
<tr>
<th><strong>OPS CLUSTER AGENDA REVIEW DATE</strong></th>
<th>6/13/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BOARD MEETING</strong></td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>SUPERVISORIAL DISTRICT AFFECTED</strong></td>
<td>All Supervisorial Districts</td>
</tr>
<tr>
<td><strong>DEPARTMENT</strong></td>
<td>Department of Human Resources</td>
</tr>
<tr>
<td><strong>SUBJECT</strong></td>
<td>Advance Notification of Intent to Negotiate a Sole Source Contract Extension with Sedgwick Claims Management Services, Inc. (“Sedgwick”).</td>
</tr>
<tr>
<td><strong>PROGRAM</strong></td>
<td></td>
</tr>
<tr>
<td><strong>SOLE SOURCE CONTRACT</strong></td>
<td>☒ Yes ☐ No</td>
</tr>
<tr>
<td>If Yes, please explain why:</td>
<td></td>
</tr>
<tr>
<td>The current Board-approved contract with Sedgwick Claims Management Services Inc. (Sedgwick) for the provision of Short-Term Disability (STD), Long-Term Disability (LTD) and Survivor Benefits (SB) Third-Party Administration Services which will expire on December 31, 2019; there are no extensions available. Extending the term of the current contract will ensure the continuity of services pending the effective date of a new replacement contract.</td>
<td></td>
</tr>
<tr>
<td><strong>DEADLINES/ TIME CONSTRAINTS</strong></td>
<td>The current agreement expires on December 31, 2019.</td>
</tr>
<tr>
<td><strong>COST &amp; FUNDING</strong></td>
<td></td>
</tr>
<tr>
<td>Total cost: $</td>
<td>Funding source:</td>
</tr>
<tr>
<td>TERMS (if applicable):</td>
<td>N/A</td>
</tr>
<tr>
<td>Explanation:</td>
<td></td>
</tr>
<tr>
<td><strong>PURPOSE OF REQUEST</strong></td>
<td>This is to provide the Board of Supervisors (Board) with advanced notification of the Department of Human Resources’ (DHR) intent to enter into sole source negotiations with Sedgwick to extend the current contract for STD, LTD and SB Third-Party Administration Services for one year. DHR is currently working on a competitive solicitation for the replacement contract. Negotiation of extension of the Sedgwick contract will align the expiration of the current contract to allow the completion of the competitive solicitation and obtain Board-approval of a new replacement contract.</td>
</tr>
<tr>
<td><strong>BACKGROUND (include internal/external issues that may exist)</strong></td>
<td>The current Sedgwick contract was executed on November 5, 2014 as the result of a competitive solicitation. Only one proposal was received, from Sedgwick, which is the current contractor. The contracted services provide third-party administration services to process employee LTD and SB claims, and to process STD claims for eligible MegaFlex employees. These services are provided through DHR’s Leave Management Unit which is responsible for the administration and operation of the County’s Workers’ Compensation STD, LTD and SB plans to ensure the full provision of benefits to employees of the County’s departments and special districts.</td>
</tr>
</tbody>
</table>
Extension of the current contract is needed to ensure service continuity pending the effective date of a new replacement contract. The services provided under this contract are essential for the County to provide STD, LTD and SB services to eligible County employees and their beneficiaries in accordance with County policy. The Board approved the County's original LTD and Survivor Benefit Plan effective March 3, 1982 in accordance with Los Angeles County Code, Title 5, Section 5.38, LTD and Survivor Benefit Plan. Effective January 1, 1991, a new expanded cafeteria benefit plan, the MegaFlex Plan, was implemented. The MegaFlex Plan includes an LTD and STD plan and is referenced in Los Angeles County Code, Title 5, Sections 5.27 and 5.28.

The maximum cost over the five year contract period was $8,750,292, plus expenses. The $8.7 million maximum cost was payable in annual, fixed fees for each contract year (CY) as follows: CY1 - $1.648 million, CY 2 - $1.698 million; CY3 - $1.749 million; CY4 - $1.800 million; and the current CY5 - $1.855 million.

The annual fee includes all costs incurred by Sedgwick in processing claims, but does not include “pass through” expenses for services provided by third-party vendors for performing services such as independent medical examinations/functional capacity evaluations, vocational evaluations, special investigation unit services, physician advisory services/peer reviews, and second/third-opinion evaluations. The County reimburses Sedgwick for any incurred pass through expense of $250 per claim, with incurred expenses under $250 per claim being absorbed by Sedgwick.

DEPARTMENTAL AND OTHER CONTACTS

<table>
<thead>
<tr>
<th>Name, Title, Phone # &amp; Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maggie Martinez</td>
</tr>
<tr>
<td>Assistant Director</td>
</tr>
<tr>
<td><a href="mailto:mmartinez@hr.lacounty.gov">mmartinez@hr.lacounty.gov</a></td>
</tr>
<tr>
<td>(213) 351-2921</td>
</tr>
<tr>
<td>Ben Kemper</td>
</tr>
<tr>
<td>Senior Human Resources Manager</td>
</tr>
<tr>
<td><a href="mailto:bkemper@hr.lacounty.gov">bkemper@hr.lacounty.gov</a></td>
</tr>
<tr>
<td>(213) 738-2255</td>
</tr>
</tbody>
</table>
June 13, 2019

To: Each Supervisor

From: Lisa M. Garrett
Director of Personnel

ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT EXTENSION WITH SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.

This memorandum is to provide advance notification to your Board that the Department of Human Resources (DHR) intends to enter into a sole source negotiation with Sedgwick Claims Management Services, Inc. ("Sedgwick") to extend the contract for Short-Term Disability (STD), Long-Term Disability (LTD) and Survivor Benefits (SB) Third-Party Administration Services ("Contract") for one year.

This notice is being sent in accordance with Board Policy 5.100, Sole Source Contracts, which requires County departments that intend to negotiate sole source contracts for Board approval to provide advance written notice to your Board at least six months prior to the expiration of an existing contract, for amendments to existing contracts, when departments do not have delegated authority to execute such amendments, and at least four weeks prior to commencing contract negotiations.

The current Sedgwick contract was executed on November 5, 2014, as the result of a competitive solicitation, and will expire on December 31, 2019. There are no extensions available. Contract services provide third-party administration services to process employee LTD and SB claims, and to process STD claims for eligible MegaFlex employees.

Contracted services were initially provided through the Chief Executive Office (CEO), Return to Work (RTW); subsequently, on March 29, 2016, the contract was transferred with RTW to the DHR Leave Management Unit. The DHR Leave Management Unit is responsible for the administration and operation of the County’s Workers’ Compensation STD, LTD and SB plans to ensure the full provision of benefits to employees of the County’s 36 departments and multiple special districts. At the time of the solicitation
Each Supervisor
June 13, 2019
Page 2

release for the current contract, a Request for Proposals (RFP) was posted on the County’s “Doing Business With Us” website, and advertisements were placed in six newspapers within Los Angeles County. The CEO also conducted research to obtain a list of possible qualified vendors and sent them notice of the RFP. Only one proposal was received, from Sedgwick, which is the current contractor.

DHR is currently working on a new RFP solicitation for STD, LTD and SB claims third-party administration services for all pending, reopened or new claims reported during the Contract period for designated County departments. Negotiating an extension of the current contract for one year will allow the completion of the solicitation process for the replacement contract.

Extension of the Sedgwick contract is needed to ensure service continuity pending the effective date of a new contract. The services provided under this contract are essential for the County to provide STD, LTD and SB services to eligible County employees and their beneficiaries in accordance with County policy. Your Board approved the County’s original LTD and Survivor Benefit Plan effective March 3, 1982 in accordance with Los Angeles County Code, Title 5, Section 5.38, LTD and Survivor Benefit Plan. Effective January 1, 1991, a new, expanded cafeteria benefit plan, the MegaFlex Plan was implemented. The MegaFlex Plan includes an LTD and STD plan and is referenced in Los Angeles County Code, Title 5, Sections 5.27 and 5.28.

The Sole Source Checklist for the STD, LTD and SB Plan contract is attached. DHR will proceed with the sole source contract negotiations in four weeks unless instructed otherwise by your Board.

Should you have any questions, please contact me at (213) 974-2406 or your staff may contact Maggie Martinez, Assistant Director at (213) 351-2921.

LMG:MGM
DJ:ma

Attachment

c: Chief Executive Officer
   Executive Officer, Board of Supervisors
SOLE SOURCE CHECKLIST

Department Name: Department of Human Resources

( ) New Sole Source Contract

(✓) Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: November 5, 2014

<table>
<thead>
<tr>
<th>Check</th>
<th>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</th>
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<td>➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.</td>
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<tr>
<td></td>
<td>Under the current contract for Short-Term Disability, Long-Term Disability, and Survivor Benefits Third-Party Administration Services, Sedgwick Claims Management Services Inc. (Sedgwick) provides third-party administration services for the County’s Disability Management Program (Program). The Program provides benefits for Short-Term Disability (STD), Long-Term Disability (LTD), and Survivor Benefits (SB) to eligible County employees. The current contract expires on December 31, 2019 and there are no extensions available.</td>
</tr>
<tr>
<td></td>
<td>DHR is currently working on a competitive solicitation for the replacement contract. Negotiating an extension of the Sedgwick Contract will align the expiration of the current contract to allow the completion of the competitive solicitation and obtain Board-approval of a new contract.</td>
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<td>➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.</td>
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<td>➢ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.</td>
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- It is more cost-effective to obtain services by exercising an option under an existing contract.

- The contractor was selected through a competitive solicitation process conducted by an outside entity (e.g., other municipalities, public agencies, State/federal government or nonprofit organization).

- It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office 5-29-17
<table>
<thead>
<tr>
<th><strong>OPS CLUSTER AGENDA REVIEW DATE</strong></th>
<th>6/13/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BOARD MEETING</strong></td>
<td>7/2/2019</td>
</tr>
<tr>
<td><strong>SUPERVISORIAL DISTRICT AFFECTED</strong></td>
<td>All Supervisorial Districts</td>
</tr>
<tr>
<td><strong>DEPARTMENT</strong></td>
<td>INTERNAL SERVICES DEPARTMENT (ISD)</td>
</tr>
<tr>
<td><strong>SUBJECT</strong></td>
<td>Request to approve utilization of the Legacy System Modernization Fund monies to fund the cost of Phase II of the Enterprise Identify and Access Management (IAM) Modernization Project and notification of the intent to award an Enterprise Services Master Agreement (ESMA) Work Order for Phase II of the Enterprise Identify and Access Management (IAM) Modernization Project</td>
</tr>
<tr>
<td><strong>PROGRAM</strong></td>
<td></td>
</tr>
<tr>
<td><strong>SOLE SOURCE CONTRACT</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>DEADLINES/TIME CONSTRAINTS</strong></td>
<td>Enterprise Services Master Agreement (ESMA) Work Order (WO) E1-084 must be awarded and executed by July 2019; the work is funded in FY 2019-20 and must be completed in FY 2019-20, and will take the full 12 months to complete.</td>
</tr>
<tr>
<td><strong>COST &amp; FUNDING</strong></td>
<td>Total cost: $2,000,000.00</td>
</tr>
<tr>
<td></td>
<td>Funding source: Legacy System Modernization Fund monies for this project was reviewed and approved by the IT Investment Board.</td>
</tr>
<tr>
<td><strong>TERMS (if applicable):</strong></td>
<td>Fiscal Year 2019-20</td>
</tr>
<tr>
<td></td>
<td>The total cost of the Phase I IAM Modernization project, ESMA WO E1-067, was $299,990.</td>
</tr>
<tr>
<td></td>
<td>The total cost of this Phase II project is $2,000,000.00 and the approved Legacy System Modernization funds in the amount of $2,000,000 will be used to fund the cost of the agreement (ESMA WO E1-084).</td>
</tr>
<tr>
<td></td>
<td>Funding for Phase III of the project will be requested from the Legacy System Modernization Fund in FY 2020-21, estimated at $1,500,000.00. Future development and/or maintenance costs will be proposed to and approved by County Departments, and included in the Customer Direct S&amp;Ss budget requests, which will be funded through individual County Departments’ operating budgets.</td>
</tr>
<tr>
<td><strong>PURPOSE OF REQUEST</strong></td>
<td>Authorize the Director of ISD to utilize $2,000,000 from the County’s Legacy System Modernization Fund to cover the cost for Phase II of the County’s Enterprise IAM Modernization project and to notify the Board of ISD’s intent to award ESMA WO E1-084 to Microsoft Corporation for Phase II of the Enterprise Identity and Access Management (IAM) Modernization project.</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong></td>
<td>County employees and contractors are negatively impacted by the need for multiple logins and passwords to access workstations and applications. This results in inconsistent user experiences and weakens the County’s security posture; productivity and collaboration across Departments today is also limited. This Phase II project will strengthen the County’s information security position and support workforce mobility, which is a key County information technology strategic goal.</td>
</tr>
<tr>
<td></td>
<td>In October of 2018, ISD initiated and funded a foundational phase of work through ESMA WO E1-067 to prepare for this multi-year, enterprise solution modernization effort for the County. The foundational phase will be completed by June 30, 2019. On May 20, 2019,</td>
</tr>
<tr>
<td>DEPARTMENTAL AND OTHER CONTACTS</td>
<td>Name, Title, Phone # &amp; Email: Benny Chacko, Deputy General Manager, Information Technology Service</td>
</tr>
</tbody>
</table>
July 2, 2019

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

Dear Supervisors:

REQUEST TO APPROVE UTILIZATION OF THE LEGACY SYSTEM MODERNIZATION FUND MONIES TO FUND THE COST OF PHASE II OF THE IAM MODERNIZATION PROJECT AND NOTIFICATION OF THE INTENT TO AWARD AN ESMA WORK ORDER FOR PHASE II OF THE IAM MODERNIZATION PROJECT (ALL SUPERVISORIAL DISTRICTS – 3 VOTES)

SUBJECT

Request for approval to utilize $2,000,000 from the County’s Legacy System Modernization Fund to fund the cost of Phase II of the Enterprise Identity and Access Management (IAM) Modernization Project, and to advise the Board of Supervisors (Board) of the Internal Services Department’s (ISD) intent to award Enterprise Services Master Agreement (ESMA) Work Order (WO) E1-084 to Microsoft Corporation (Microsoft) for Phase II of this project.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of ISD to utilize $2,000,000 from the County’s Legacy System Modernization Fund to cover the cost for Phase II of the County’s Enterprise IAM Modernization project.
PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Years of decentralized services utilization across County departments have led to a complex identity and security infrastructure that is difficult to maintain, support and secure. County employees and contractors are heavily impacted by the need for multiple logins and passwords, which results in inconsistent user experiences and further weakens the County's security posture in a time when serious cyber risks are prevalent against public agencies. Currently, productivity and collaboration across departments is substantially limited by the lack of a single identity for each County employee or contractor.

The purpose of IAM Phase I was to establish synchronization from the County’s on-premises enterprise Active Directory (AD) environment to Azure Active Directory (AAD), and decommission the current Forefront Identity Manager (FIM)-based synchronization system. It was also to prepare our environment to deploy a Business to Business (B2B) user synchronization system. For Los Angeles County, B2B collaboration will allow a Department securely share County applications and services with guest users from any other organization, while maintaining control over its own data. It facilitates working safely and securely with external partners, large or small, even if they don't have AAD. There is no external administrative overhead for a Department because there are no external accounts or passwords to synchronize manage. A simple invitation and redemption process lets partners use their own credentials to access the Department's resources.

In preparation for Phase II, ISD has already established synchronization from the County’s on-premises enterprise Active Directory (AD) environment to Microsoft Azure Active Directory (AAD) and decommissioned the current Microsoft Forefront Identity Manager (FIM)-based synchronization system. Additionally, the County has users in several AAD environments to support multiple Office 365 implementations. However, there is a need to allow users from any County department, even those with their own AAD, to authenticate to applications hosted by the centralized AAD tenant. With this requirement in mind, the County has deployed a Business to Business (B2B) user synchronization system that will allow for the creation of a B2B user in the County's Hosted AAD tenant for each user in a distributed AAD environment for improved collaboration and data sharing.

The planned infrastructure improvements in Phase II will strengthen the County's information security posture and support workforce mobility, which is a key County information technology strategic goal.

Phase II key County-wide benefits include:
- Enablement for County employees and contractors to work on any device, and have access to County resources consistently across those devices;
- Enhancement of end-user productivity with self-service (e.g., incorporates improved ability for users to more securely and simply reset their own passwords for workstations/multiple applications leveraged to use a single identity) and Single-Sign-On (SSO) experiences;
- Single user identity for County on premise applications, County cloud applications, and Software as a Service (SaaS) applications, which is a software licensing and delivery model based on subscription fees rather than perpetual licensing with an up-front cost;
- Improved interdepartmental collaboration with Microsoft Office 365 services (e.g., SharePoint, OneDrive, etc.); and
- Improved Security/Multi Factor Authentication (MFA) to allow pattern recognition.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support County Strategy III.2.3 Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency, including the replacement of legacy systems.

FISCAL IMPACT/FINANCING

The total cost of the Phase I IAM Modernization project, ESMA WO E1-067 (Attachment 1), was $299,990.

The total cost of the Phase II IAM Modernization project is $2,000,000. This work will benefit the entire County by providing a modernized IAM foundation for County departments. ISD will submit a Fiscal Year (FY) 2019-20 Supplemental Changes request to increase the S&S appropriation to cover the Work Order, which will be funded by the Legacy System Modernization Fund (Attachment 2).

Funding for Phase III of the project for cyber security workloads will be requested in ISD’s FY 2020-21 budget, which is estimated at $1,500,000. Future development and/or
maintenance costs will be proposed to and approved by County departments, and will be funded through individual County departments’ operating budgets.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

There are no legal requirements or prohibition to the recommended actions. The Office of the Chief Information Officer (CIO) has worked closely with ISD on the design, architecture and security components of this solicitation, and recommends approval. Therefore, no separate CIO Analysis is required.

The terms and conditions of the Master Agreement have been approved as to form by County Counsel. The contracted services are extraordinary, professional or technical nature and are not considered Proposition A and are not subject to the Living Wage Program (County Code Chapter 2.121).

The ESMA Master Agreement contains all of the current County-required provisions.

**CONTRACTING PROCESS**

On October 10, 2018, ISD released a competitive Work Order Solicitation for Phase I of the IAM Modernization project to 13 vendors. As a result of the competitive solicitation, ISD received one proposal. On November 21, 2018, ISD executed ESMA WO E1-067, in the amount of $299,990., with Microsoft Corporation for Phase 1, WO E1-067. WO E1-067 is expected to be completed by June 30, 2019.

On May 1, 2019, ISD released a second competitive Work Order Solicitation for Phase II to 13 vendors. On May 20, 2019, as a result of the competitive solicitation, ISD received one proposal. Microsoft is recommended for award of Phase II of the Enterprise IAM Modernization Project, ESMA Work Order (WO) E1-084.

Consistent with ESMA policies and procedures, this is hereby our notification informing your Board of our intent to award WO E1-084 for Phase II of the Enterprise Identity and Access Management (IAM) Modernization Project in the amount of $2,000,000. ISD will proceed with the award of this WO after Board approval.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This work effort is part of the County’s multi-year IAM initiative to more effectively secure the use of employee credentials to access County systems and information, as well as to
improve collaboration and data sharing. It is a core foundational workload that must be completed in order to implement other related work such as enhanced cybersecurity improvements and application modernization. The recommended action will allow ISD to prioritize resources and utilize the required vendor support to successfully manage this phase of work.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Office, Board of Supervisors, return one stamped copy of the approved Board Letter to ISD.

Should you have any questions or require additional information, you may contact me at (323) 267-2101, e-mail: sminnix@isd.lacounty.gov or your staff may contact Dave Wesolik, General Manager of ISD’s Information Technology Service at (562) 940-2901; via e-mail dwesolik@isd.lacounty.gov.

Respectfully submitted,

SCOTT MINNIX       WILLIAM KEHOE
Director       Chief Information Officer

Attachments

c:  Executive Office, Board of Supervisors
    Chief Executive Officer
    Chief Information Officer
    Chief Operating Officer
    ISD Board Deputies
    County Counsel
ENTERPRISE SERVICES MASTER AGREEMENT

MICROSOFT CORPORATION

ESMA Work Order No. E1-067
ESMA No. ESMA064

THIS WORK ORDER IS UNDERTAKEN BETWEEN THE COUNTY OF LOS ANGELES (HEREAFTER "COUNTY") AND MICROSOFT CORPORATION (HEREAFTER "CONTRACTOR") FOR ENTERPRISE INFORMATION TECHNOLOGY SERVICES (HEREAFTER "SERVICES") PURSUANT TO THE ENTERPRISE SERVICES MASTER AGREEMENT ("MASTER AGREEMENT").

Project Title: ISD – Identity Modernization Foundation Project

Period of Performance: Date of Work Order execution through November 30, 2019

County Department: Internal Services Department (ISD)

ESMA WO Project Manager: Jane Kaddis (ISD)

ESMA WO Administrator: Christie Carr (ISD)

1.0 GENERAL

Contractor shall satisfactorily perform all Services detailed in Statement of Work attached hereto as Attachment One, on a Fixed Price per Deliverable basis, pursuant to the terms and conditions of Contractor's Master Agreement No. ESMA064.

ESMA Category 4c1: Microsoft Office 365, Azure, Mobility and SharePoint Collaboration Services

2.0 PERSONNEL

Contractor shall provide the following Consultant:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelton Sunday</td>
<td>Consultant</td>
</tr>
<tr>
<td>Dan Jorenby</td>
<td>Consultant</td>
</tr>
<tr>
<td>Henry Min</td>
<td>Consultant</td>
</tr>
<tr>
<td>Radu Gavrila</td>
<td>Consultant</td>
</tr>
</tbody>
</table>
3.0 PAYMENT

3.1 The Total Maximum Amount that the County shall pay Contractor for all deliverables to be provided under this Work Order is two hundred ninety-nine thousand, nine hundred ninety dollars ($299,990.00), payable per completed and accepted deliverable, in accordance with the Attachment Two (Payment Quotation Schedule).

3.2 Contractor shall satisfactorily provide and complete all required deliverables in accordance with Attachment One (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount set forth in Section 3.1 of this Work Order.

3.3 Contractor shall submit all invoices for this Work Order in accordance with Paragraph 12.0 (Invoices and Payments) of the Master Agreement to the address listed below:

   Internal Services Department
   Jane Kaddis
   9150 E. Imperial Hwy
   Mail Stop #3
   Downey, CA 90242

4.0 OWNERSHIP OF DELIVERABLES

Deliverables are joint Intellectual Property as defined in Paragraph 19.2 (Rights to Deliverables) of the Master Agreement.

5.0 SERVICES

Contractor's signature on this Work Order confirms Contractor's awareness of, and agreement with, the provisions of Paragraph 12.0 (Invoices and Payments) of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work regardless of any oral promise made to Contractor by any County personnel whatsoever:

A. That is not specified in this Work Order; and/or
B. That utilizes personnel not specified in this Work Order; and/or
C. That exceeds the Total Maximum Amount of this Work Order; and/or
D. That goes beyond the expiration date of this Work Order.
ENTERPRISE SERVICES MASTER AGREEMENT

MICROSOFT CORPORATION

ESMA Work Order No. E1-067

ESMA No. ESMA064

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY Conflicting TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE COSTS NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

CONTRACTOR:
MICROSOFT CORPORATION

By: [Signature]
Name: David T. Gallagher
Title: Director of Contracts
Date: 11/14/2018

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: [Signature]
Name: Christie Carr
Title: Master Agreement Program Director
Date: 11-21-18

Attachments
- Attachment One (ESMA Work Order Statement of Work)
- Attachment Two (Payment Quotation Schedule)
INTERNAL SERVICES DEPARTMENT (ISD)
Identity Modernization Foundation Project
Statement of Work

Work Order Objectives and Project Goals
The Los Angeles County (County) Internal Services Department (ISD) is seeking one (1) project
team of Consultants to manage and lead the change management, communication, and
stakeholder engagement efforts for the foundation of a large-scale, enterprise digital identity
modernization effort.

The objective for this Statement of Work (SOW) is to engage with a Contractor to establish
synchronization from the County’s on-premises enterprise Active Directory (AD) environment to
Azure Active Directory (AAD) and decommission the current Forefront Identity Manager (FIM)-
based synchronization system for this Identity Modernization Foundation project.

An additional objective of this project is to deploy a Business to Business (B2B) user
synchronization system that will create a B2B user in the Hosted AAD tenant for each user in Los
Angeles County’s (LASD) Sheriff’s Department AAD, District Attorney’s (DA) AAD and Board of
Supervisors (BOS) AAD.

Project Background and Overview
The County’s synchronization between its on-premises AD and AAD is currently being performed
using FIM in combination with an AAD management agent. Aside from this approach having been
deprecated by Microsoft, using this method for synchronization prevents the County from
leveraging many advanced AAD features (e.g., password hash synchronization, password write
back, etc.). For this reason, the County plans to migrate from FIM to AAD Connect for directory
synchronization with AAD.

Additionally, the County has users in several AAD environments to support multiple Office 365
implementations. However, there is a need to allow users from any County Department, even
those with their own AAD, to authenticate to applications hosted by the centralized AAD tenant.
With this requirement in mind, the County has chosen to automatically create B2B users in the
central AAD for each user in a distributed AAD environment.

Scope of Work
ISD is seeking the services of one (1) project team of Consultants to perform the following tasks:

• AAD integration
  o Integrate one (1) AAD tenant with the primary County AD forest (limited to one (1)
    forest) for synchronization. Contractor will deliver the following to achieve this:
    ▪ Installation and configuration of AAD Connect synchronization to County specifications
      on up to two servers (one primary and one staging), limited to options that are
      configurable through the AAD Connect configuration wizard
    ▪ Installation of the AAD Connect Health Agent and demonstration to the County
      (utilization pending County licensing for AAD Premium)
  • Automation of B2B user creation
Design, test and deploy a Microsoft Identity Manager (MIM)-based Synchronization Service tool to automatically create B2B users in the HOSTED AAD for every user in the LASD, DA and BOS AAD tenants.

Contractor shall establish synchronization from the County’s on-premises enterprise AD environment to AAD and decommission the current FIM-based synchronization system. Contractor shall provide County with the scope, activities, and timeline necessary to complete this activity.

This project will establish integration between the County’s on-premises AD environment and AAD to support onboarding to Microsoft Office 365 or other online services. AAD Connect will be installed and configured for synchronization.

These activities and scope expectations are summarized in the following list of tasks and deliverables.

**Tasks and Deliverables**

Contractor shall work closely with County’s project team, technical staff, vendor and key stakeholders to complete the tasks and deliverables. The Work Order Project Manager will review all Tasks and Deliverables and provide feedback or revisions. Upon finalization, the Work Order Project Manager will approve the Tasks and Deliverables.

**Task 1 – Assess**

To initiate the project, the Contractor shall establish and conduct a Project Kickoff Meeting. At the Project Kickoff Meeting, the Contractor shall define the project activities, how they will be accomplished, and how they will meet the expected goals and produce the deliverables. Contractor shall conduct a series of assessment meetings to document the high-level planning details.

The Contractor shall:

- Deliver a Project Kickoff presentation to the key stakeholders to introduce the project goals and objectives, key activities, and schedule; (Deliverable 1.1)
- Provide a Preparation Checklist documenting the County’s tasks that must be completed and the resources that must be available to facilitate completion of the in-scope work; and (Deliverable 1.2)
- Create a Design and Plan document that captures design decisions made during the kickoff and initial assessment meetings along with high-level planning details for the completion of in-scope work. (Deliverable 1.3)
- Provide a Change Management Plan document outlining the impact of the proposed changes to the user community and to ISD’s operational staff. (Deliverable 1.4)

**Deliverable 1.1 – Project Kickoff Presentation**
**Deliverable 1.2 – Preparation Checklist**
**Deliverable 1.3 – Design and Plan Document**
**Deliverable 1.4 – Change Management Plan**

**Task 1 - Deliverable Acceptance Criteria**
Contractor shall carry out the activities described in Task 1 and Deliverables 1.1, 1.2, 1.3, and 1.4. Deliverables will be reviewed and approved by the Work Order Project Manager.

**Task 2 – Project and Technical Planning**

Contractor shall coordinate and lead workshops to capture requirements, design input, design review and implementation planning to include:

- Create an Azure AD Connect Test Case Document listing the test cases that will be conducted to validate the implemented solution; (Deliverable 2.1)
- Create a Synchronization Service Design Document describing the B2B synchronization solution architecture and design; (Deliverable 2.2)

**Deliverable 2.1 – AAD Connect Test Case Document**
**Deliverable 2.2 – Synchronization Service Design Document**

**Task 2 - Deliverable Acceptance Criteria**

Contractor shall carry out the activities described in Task 2 and Deliverable 2.1 and 2.2. Deliverables will be reviewed and approved by the Work Order Project Manager.

**Task 3 – Implementation Assistance**

Contractor shall lead the County through testing and implementation of requested in-scope solutions. This includes attending Change Management meetings to provide support and guidance in change approval process. Contractor shall provide ongoing guidance during this engagement.

- Contractor shall provide an AAD Connect implementation and Delivery Summary inclusive of relevant maintenance guidance and applicable next steps; (Deliverable 3.1)
- Contractor shall lead the implementation of the B2B Synchronization Service with ISD stakeholders to validate the system is running in production and has passed validation testing; and (Deliverable 3.2)

**Deliverable 3.1 – AAD Connect Implementation and Delivery Summary**
**Deliverable 3.2 – Validation of Functional B2B Synchronization Service**

**Task 3 - Deliverable Acceptance Criteria**

Contractor shall carry out the activities described in Task 3 and Deliverables 3.1 and 3.2. Deliverables will be reviewed and approved by the Work Order Project Manager.

**Issue/Risk Management**

Contractor shall work with ESMA Work Order Project Manager to provide recommendations as appropriate on the management of active project issues and risks during the Work Order project tenure and to assign responsibilities for implementing the following remediation steps:
• **Identify**: Identify and document project issues (current problems) and risks (potential events that impact the project).

• **Analyze and Prioritize**: Assess the impact and determine the highest priority risks and issues that will be managed actively.

• **Plan and Schedule**: Determine how high-priority risks are to be managed and assign responsibility for risk management and issue resolution.

• **Track and Report**: Monitor and report the status of risks and issues and communicate issue resolutions. Reported issues and risks shall be remediated within 48 hours of being reported/identified.

• **Control**: Review the effectiveness of the risk and issue management actions. Active issues and risks will be monitored and reassessed on a weekly basis.

### Work Order Provisions

• **Statement of Work (SOW) Change Management**
  
  During the performance of a WO project, either party may request, in writing, additions, deletions, or modifications to the services described in this Statement of Work. Change requests and subsequent WO Amendments are subject to Paragraph 15.0 of the ESMA Master Agreement.

• **Warranty Period**
  
  The warranty period for this Work Order shall be 60 Days, as provided for in Paragraph 9.1.1 of the ESMA Master Agreement.

• **Ownership of Deliverables**
  
  Deliverables for this Work Order are Joint Intellectual Property as defined in Paragraph 19.2 (Rights to Deliverables) of the ESMA Master Agreement.
## PAYMENT QUOTATION SCHEDULE

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Deliverable Description</th>
<th>Maximum Invoice Amount</th>
</tr>
</thead>
</table>
| 1                  | Deliverable 1.1 – Project Kickoff Presentation  
Deliverable 1.2 – Preparation Checklist  
Deliverable 1.3 – Design and Plan Document  
Deliverable 1.4 – Change Management Plan | $100,000.00            |
| 2                  | Deliverable 2.1 – AAD Connect Test Case Document  
Deliverable 2.2 – Synchronization Service Design Document | $100,000.00            |
| 3                  | Deliverable 3.1 – AAD Connect Implementation and Delivery Summary  
Deliverable 3.2 – Validation of Functional B2B Synchronization Service | $99,990.00             |
|                    | Total Maximum Payment Amount: (Sum of all Deliverables 1-3)                             | $299,990.00            |
The Internal Service Department (ISD) is preparing to facilitate the implementation of a large-scale, Phase II enterprise digital Identity and Access Management (IAM) modernization work effort for Los Angeles County. Years of decentralized services utilization across County Departments have led to a complex Identity and Security infrastructure that is difficult to maintain, support and secure. End users are heavily impacted by the need to have multiple logins and passwords, which results in inconsistent user experiences and further weakens the County’s security posture in a time when serious cyber risks are prevalent against public agencies. Productivity and collaboration across Departments today is also substantially limited by the lack of a single, secure Identity for each County employee or contractor.

Proposal

Proposed Solution

- Replace an internally built, highly customized Identity management solution with a standardized, secure and configurable IAM solution from Microsoft;
- Upgrade and simplify the remainder of the Identity infrastructure to Microsoft’s latest version to improve supportability and security;
- WebAdmin replacement
- Enable Microsoft’s Business to Business (B2B) solution in support of leveraging a single Identity per County user across our key security boundaries for ISD, Sheriff, District Attorney and Board of Supervisors (or other neighboring partners); and
- Enable Microsoft’s Business to Consumer (B2C) platform permitting the County to provide simplified and secure access for citizens to accounts

Benefits

- Enablement for County employees and Contractors to work on any device, and providing access to County resources consistently across those devices;
- Enhancement of end-user productivity with self-service and Single-Sign-On (SSO) experiences
- Single Identity for on premise (Oracle), County cloud applications (Amazon/Cisco), and SaaS applications (Salesforce);
- Improved interdepartmental collaboration with Office 365 services (e.g., SharePoint/OneDrive); and
- Improved Security / Multi Factor Authentication (MFA) to allow pattern recognition, including on **premise** applications
High-level architecture diagrams of the current state, vision and proposed state are also attached.

Approach and Estimated Costs

**Approach**

Through a competitive solicitation process, Enterprise Services Master Agreement (ESMA), the County will be seeking a highly qualified vendor to support ISD through implementation of the proposed IAM solutions.

**Estimated Schedule**

The implementation schedule is anticipated to occur over 12 months. The detailed schedule will be proposed as part of the formal ESMA solicitation.

**High-Level Milestones**

- Simplified Office 365 Sign-In Experience
- Retirement of third party MFA solution and standardization using Microsoft’s MFA platform
- Retirement of third party Identity provider solutions
- Single User Identity for accessing on premise and cloud-based resources
- Implementation of advanced administrative controls, infrastructure and process
- Improved device authentication methods through use of current Windows 10 security capabilities
- Improved ability for County to support modern devices while still enforcing County security and access

**Risks and Resources Required**

- Departmental engagement and cooperation
- Multi-year funding for contract support
- Current ISD resources in the ISD Shared Services staff will support the initial implementation effort, but additional resources will be required for additional work streams, maintenance and support (to be requested in future budget cycles) according to a staffing/resource plan (currently being evaluated).

The current budget request for FY 19-20 is $2,000,000. Additional phases of work

<table>
<thead>
<tr>
<th>One-time costs</th>
<th>$2,000,000</th>
<th>See attached spreadsheet.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing costs</td>
<td>TBD</td>
<td>Funding for ongoing support costs will not be required until implementation has been completed, which is anticipated for FY 21-22. These costs will include engineering support for ISD in the continued operational maintenance and proactive management of the IAM solution.</td>
</tr>
</tbody>
</table>
Recommendation
To be completed by the IT Investment Board

- [ ] Request Approved
- [ ] Request Denied
- [ ] Additional information requested

**Comments:**
Describe disposition rationale, including comments.
<table>
<thead>
<tr>
<th>IAM Work Stream with Deliverable Groups</th>
<th>Fiscal Year 19-20</th>
<th>Estimated Total Cost</th>
<th>Description / Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modern identity</td>
<td>$2,000,000.00</td>
<td>$2,000,000.00</td>
<td></td>
</tr>
<tr>
<td>O365 Sign-in Cutover</td>
<td></td>
<td></td>
<td>Simplify Office 365 sign in experience</td>
</tr>
<tr>
<td>FIM to MIM Upgrade</td>
<td></td>
<td></td>
<td>Move to current platform; remove complexity</td>
</tr>
<tr>
<td>MIM Consolidations &amp; Enhancements</td>
<td></td>
<td></td>
<td>Extend Provisioning logic to support County requirements</td>
</tr>
<tr>
<td>WebAdmin Replacement</td>
<td></td>
<td></td>
<td>Leverage MIM’s capabilities and replace custom built solution</td>
</tr>
<tr>
<td>MFA &amp; Conditional Access Policies (replace RSA)</td>
<td></td>
<td></td>
<td>Reduce cost &amp; complexity by moving to Microsoft’s multi-factor solution</td>
</tr>
<tr>
<td>B2C for County Residents</td>
<td></td>
<td></td>
<td>Enables County to provide services to residents without the need to own and manage the identities.</td>
</tr>
<tr>
<td>Estimated Totals</td>
<td>$2,000,000.00</td>
<td>$2,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>
Work on for your presentation at the April 2019 ITB Board meeting regarding your request for $2M for the modernization of the current Intra County identity solutions with a modern web-based platform. Your presentation was very compelling and the Board has approved your request for funds. Please work with the Office of the CIO Deputy CIO regarding the next steps in the process.

Yours,
[Signature]
[Name, ITB Chair]

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Department</th>
<th>Amount of One-Time Request</th>
<th>EIT / Legacy Modernization</th>
<th>Justification</th>
<th>ITB Chair Recommendation</th>
<th>Final ITB Board Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity and Access Management Modernization</td>
<td>Internal Services</td>
<td>$2,000,000</td>
<td>Legacy Modernization</td>
<td>1) Replaces an outdated and broken identity solution that was homed grown from ISD.</td>
<td>Recommend Approval</td>
<td>Approved May 2019 after sending additional information to the ITB Board regarding future EIT/Legacy asks and ongoing costs.</td>
</tr>
</tbody>
</table>