



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

FESIA A. DAVENPORT
Chief Executive Officer

REVISED

DATE: May 25, 2022
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE
THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED
UNDER STATE LAW**

AGENDA

Members of the Public may address the Operations Cluster on any agenda
item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Kirk Shelton/Anthony Baker**

2. **INFORMATIONAL ITEM(S):**

A) Board Letter:
ACCEPT A GRANT AWARD FROM FIRST 5 LA TO SUPPORT DATA
INTEGRATION EFFORTS AROUND CHILDREN AND FAMILIES AND
THE CONTINUED DEVELOPMENT OF COUNTYWIDE PREVENTION
METRICS

CEO/CIO – Peter Loo, Acting Chief Information Officer

B) Board Letter:
APPROVE SOLE SOURCE AMENDMENT NUMBER FOUR TO
EXTEND CONTRACT NUMBER 78636 WITH LEGACY COMPUTER
SERVICE FOR CONTINUED HEWLETT PACKARD TANDEM
NOTSTOP COMPUTER HARDWARE MAINTENANCE SERVICES
LASD – Angelo Faiella, Contracts Manager and Lt. Marshall Yelverton

CONTINUED ON PAGE 2

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) CEO/CP – DEFERRED MAINTENANCE PROGRAM SERVICES PHASE 3 APPROVE AND AUTHORIZE THE EXECUTION OF A SOLE SOURCE AMENDMENT TO AN EXISTING CONTRACT FOR SUPPLEMENTAL SERVICES AGREEMENT NUMBER 4 TO PERFORM CONTINUED PROGRAM SERVICES, STAFF AUGMENTATION, ACCESSIBILITY EVALUATION TOOL DEVELOPMENT, DATABASE ENHANCEMENT AND ADDITIONAL STRATEGY AND PROGRAM MANAGEMENT SUPPORT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/25/2022	
BOARD MEETING DATE	6/28/2022	
SUPERVISORIAL DISTRICT AFFECTED	X All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Chief Executive Office	
SUBJECT	ACCEPT A GRANT AWARD FROM FIRST 5 LA TO SUPPORT DATA INTEGRATION EFFORTS AROUND CHILDREN AND FAMILIES AND THE CONTINUED DEVELOPMENT OF COUNTYWIDE PREVENTION METRICS (CPM)	
PROGRAM	Child Welfare and Protection Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	X Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes X No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Grant award, approved by the First 5 LA Board of Commissioners will fund data integration efforts around children and families as well as the continued development of CPM for Fiscal Year 2022-2023	
COST & FUNDING	Total cost: \$ 0	Funding source: First 5 LA FY 22-23 Programmatic Budget
	TERMS (if applicable): N/A	
	Explanation: No impact to Net County Cost. The grant award does not have a matching requirement.	
PURPOSE OF REQUEST	The Board letter requests: 1. Delegate authority to the CEO, or her designee, to accept and execute a grant award with First 5 LA in the amount of \$147,000 to help fund the enhancement of Countywide data integration efforts to support children and families and the development of CPM. 2. Delegate authority to the CEO, or her designee, to apply for and accept grants from First 5 LA in future fiscal years for continuing these efforts.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On March 1, 2021, First 5 LA established a Strategic Partnership with OCIO. This partnership was established for one year. First 5 LA recommended to its Board an amendment to the Strategic Partnership with OCIO to extend the partnership one (1) year and increase the budget by \$147,000 for a total amount of \$221,661.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes X No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	X Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Child Protection. With the passages of the Family First Prevention Services Act and Assembly Bill 2083, strengthening data integration and measurement efforts to support children and families becomes imperative. This grant will support the collaboration between OCIO and its partners in enhancing these data efforts.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Peter Loo, Acting CIO, (213) 253-5627, plooo@cio.lacounty.gov	



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>

FESIA A. DAVENPORT
Chief Executive Officer

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

June 28, 2022

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:

**ACCEPT A GRANT AWARD FROM FIRST 5 LA TO SUPPORT DATA INTEGRATION
EFFORTS AROUND CHILDREN AND FAMILIES AND THE CONTINUED
DEVELOPMENT OF COUNTYWIDE PREVENTION METRICS
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)**

SUBJECT

The Chief Executive Office (CEO) is requesting the Board of Supervisors' (Board) approval to accept and execute a grant award in the amount of \$147,000 from First 5 LA, to enhance Countywide data integration efforts to support children and families and to support the continued development of Countywide Prevention Metrics (CPM).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the CEO, or her designee, to accept and execute a grant award with First 5 LA in the amount of \$147,000 to help fund the enhancement of Countywide data integration efforts to support children and families and the development of CPM.
2. Delegate authority to the CEO, or her designee, to apply for and accept grants from First 5 LA in future fiscal years for continued data integration efforts and development of CPM, and to execute all required grant application documents, including assurances and certifications, when and if such future funding is available and granted.

"To Enrich Lives Through Effective And Caring Service"

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles (County) Office of the Chief Information Officer (OCIO), in collaboration with County department partners, Office of Child Protection (OCP), First 5 LA, the University of Southern California's Children's Data Network, and other key stakeholders, have been working together to strengthen data and metrics efforts around children and families in the County. With the passages of the Family First Prevention Services Act (which enhances support services for families to help children remain at home by increasing options for prevention services) and Assembly Bill 2083 (which requires each county to outline the roles and responsibilities of the various local entities that serve children and youth in foster care who have experienced severe trauma), strengthening data integration efforts to support children and families becomes imperative. This grant will support the collaboration between OCIO and its partners in enhancing these data integration efforts.

First 5 LA and OCIO entered a Strategic Partnership to fund the development of CPM to evaluate the effectiveness of prevention plan implementation efforts for Fiscal Year (FY) 21-22. Accomplishments include the release of six dashboards tracking prevention indicators and one data story on OCIO's Open Data Portal. More recent data is now available and continuing this partnership will support the development of several new dashboards for release later this year. The published dashboards can be accessed here: <https://data.lacounty.gov/stories/s/Dashboards/9a6g-ahrd> and the data stories can be accessed here: <https://data.lacounty.gov/stories/s/Data-Story/6dr8-zpxf>

This grant will enable OCIO to continue the strategic partnership and collaboration with County partners to:

- Enhance Countywide data integration efforts to support children and families;
- Continue the development of CPM to drive and measure the impact of prevention-related system change efforts and its publication on the Open Data Portal.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal III: Strategy III.2 – *Embrace Digital Government for the Benefit of Our Internal Customers and Communities*; and Strategy III.3 – *Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability*.

FISCAL IMPACT/FINANCING

The Honorable Board of Supervisors
6/28/2022
Page 3

The grant award of \$147,000 will fund the enhancement of Countywide data integration efforts to support children and families and the development and publication of CPM. There are no matching requirements for this grant.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions to this recommended action.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

On March 1, 2021, First 5 LA established a Strategic Partnership with OCIO to (1) support with measuring and tracking key prevention indicators related to systems, children, families, and communities in Los Angeles County (LA County) through the Countywide Prevention Metrics (CPM) and First 5 LA's Impact Framework and (2) facilitate First 5 LA's access to data from LA County agencies. This partnership was established for one year with the expectation that the need to continue would be reevaluated on an annual basis. First 5 LA recommended to its Board an amendment to the Strategic Partnership with OCIO to extend the partnership one (1) year and increase the budget by \$147,000 for a total amount of \$221,661. Funds for FY 22-23 are included within the First 5 LA Programmatic Budget under County Data Partnership. The Strategic Partnership and contract are contingent upon First 5 LA's board approval of the FY 22-23 budget.

CONCLUSION

Upon the Board's approval, the Executive Office, Board of Supervisors, is requested to return one adopted-stamped copy of this Board letter to the CEO.

Respectfully submitted,

Fesia A. Davenport
Chief Executive Officer

FAD:JMN:TJM
PL:jn

c: Executive Office, Board of Supervisors
County Counsel
Office of Child Protection

FIRST 5 LA

SUBJECT:

Amend Strategic Partnership with the County of Los Angeles Office of the Chief Information Officer (OCIO) in the Amount of \$147,000 for a Total of \$221,661 Through June 30, 2023 to Continue to Support of Efforts to Measure and Track Key Indicators

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo is provided as information for the Board's consideration at the May 12, 2022 Board of Commissioner's Meeting. First 5 LA staff recommends that at the June 9, 2022 Commission meeting, the Board approve the amendment to the Strategic Partnership with OCIO to extend the partnership one (1) year and increase the budget by \$147,000 for a total amount of \$221,661. Funds for FY 22-23 are included within the First 5 LA Programmatic Budget under County Data Partnership, which will also be brought to the Board of Commissioners for approval on June 9, 2022. The Strategic Partnership and contract are contingent upon board approval of the FY 22-23 budget.

BACKGROUND

On March 1, 2021, First 5 LA established a Strategic Partnership with OCIO to (1) support with measuring and tracking key prevention indicators related to systems, children, families, and communities in Los Angeles County (LA County) through the Countywide Prevention Metrics (CPM) and First 5 LA's Impact Framework and (2) facilitate First 5 LA's access to data from LA County agencies. This partnership was established for one year with the expectation that the need to continue would be reevaluated on an annual basis.

OCIO is well-positioned to be a strategic partner to First 5 LA given its role as the county data steward and the role the office plays in measurement efforts related to our work such as the CPM. The CPM is an effort of the *Paving the Road to Safety for Our Children: A Prevention Plan for Los Angeles County* to track prevention indicators focused on service delivery systems, children, families, and communities in Los Angeles County (LA County). OCIO is the data lead for the CPM while the overall effort is led by the LA County Office of Child Protection (OCP). The rationale section of this memo includes the justification for why the Strategic Partnership was established, why CPM indicators continue to be relevant to First 5 LA data efforts, and why we want to continue this Strategic Partnership.

Following are the FY22-23 goals for this Strategic Partnership:

- Goal 1: First 5 LA and OCIO have identified the requirements to obtain data from LA County agencies that supports First 5 LA's data priorities, including the Impact Framework.
- Goal 2: First 5 LA and OCIO have identified opportunities that will enhance data integration within and across LA County agencies serving children and families and facilitate greater access to prioritized data.
- Goal 3: First 5 LA staff have access to new and updated CPM dashboards and data stories that will support First 5 LA's data priorities to drive and measure the impact of First 5 LA's systems change efforts.

RATIONALE FOR AMENDMENT:

The current Strategic Partnership is set to end June 30, 2022. Based on past accomplishments and ongoing needs, we would like to continue the Strategic Partnership with OCIO through June 30, 2023. Accomplishments include the release of six dashboards tracking prevention indicators and one data story on OCIO's Open Data Portal. More recent data is now available and continuing this partnership will support the development of several new dashboards for release later this year. These dashboards will include indicators for preventable child injuries and deaths, and food insecurity/access.

The dashboards can be accessed here: <https://data.lacounty.gov/stories/s/Dashboards/9a6g-ahrd>

The data stories can be accessed here: <https://data.lacounty.gov/stories/s/Data-Story/6dr8-zpxf>

First 5 LA has an ongoing need for access to data from LA County agencies serving children and families to drive and measure the impact of First 5 LA's systems change efforts that could be addressed by amending the Strategic Partnership with OCIO. OCIO has the demonstrated resources and analytical capability to support the data needs for CPM and Impact Framework, making them a unique resource. Additionally, the scope for the Strategic Partnership should be broadened to include strategic enhancements to countywide data integration efforts that align with First 5 LA's system change goals. The funds requested for this amendment of the LA County Data Partnership will be spent achieving the three goals outlined in the background section above.

Pursuant to the Procurement Policy, Strategic Partnerships greater than \$150,000 must be presented to the Board for approval. Staff is requesting an amendment of a Strategic Partnership in the Amount of \$147,000 for a total project cost of \$221,661 to comply with this policy.

GOVERNANCE GUIDELINES #5 AND #6 (SUSTAINABILITY AND LEVERAGING):

The proposed Strategic Partnership will position First 5 LA to leverage various resources. For example, OCIO is uniquely positioned to facilitate access to data from LA County Agencies that can support First 5 LA's systems change work. OCIO has already established Data Use Agreements and Memorandums of Understanding with LA County agencies, including many System of Care departments that serve LA County children and families (e.g., the Department of Child and Family Services, Department of Health Services, Department of Public Social Services, Department of Public Health, etc.). Another resource from this partnership is OCIO's role managing the Info Hub for LA County. The Info Hub facilitates access to data from multiple LA County agencies and is the only source for accessing linked data for individual children and families across those agencies. Additionally, OCIO, in partnership with the LA County OCP, manages the development, analysis, and dissemination of data for the CPM. CPM and First 5 LA's Impact Framework share several indicators. Because of this, OCIO can provide CPM data needed for the Impact Framework indicators by streamlining data requests to LA County agencies.

In addition to leveraging these resources, this Strategic Partnership also promotes sustainability of County data efforts. This partnership will support strategic enhancements to improve, integrate, and expand existing county data infrastructure. Leveraging and strengthening structure that exists in the County will streamline access to critical data needed to inform local, county and state systems change efforts, as well as data relative to First 5 LA's systems change efforts including the Impact Framework and other emerging data priorities.

NEXT STEPS

Staff anticipates returning to the Board for action at the June 9, 2022 Board meeting to amend this Strategic Partnership for an additional \$147,000 for a total project cost of \$221,661 through June 30, 2023. The renewing agreement with OCIO will not require board approval since it is below the board approval threshold.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/25/2022	
BOARD MEETING DATE	6/28/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Board approval to extend Contract Number 78636 with Legacy Computer Service	
PROGRAM	Hewlett Packard (HP) Tandem NonStop Computer hardware maintenance services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: In compliance with Board Policy 5.110 – Amendments to extend the term of the current contract beyond its original term are “Sole Source Amendments”.	
DEADLINES/ TIME CONSTRAINTS	The current Contract expires September 7, 2022.	
COST & FUNDING	Total cost: Est. Annual Cost \$97,044 (based on currently installed hardware and may vary based on actual usage)	Funding source: General Fund
	TERMS (if applicable): Two years, plus two additional one-year option periods	
	Explanation: Cost will be funded through the General Fund (A01) by Communications & Fleet Management Bureau (15757).	
PURPOSE OF REQUEST	This is for the continuation of the support and maintenance for the Department's CAD system hardware, which is still in use while the solicitation and implementation process for a successor system is completed.	
BACKGROUND (include internal/external issues that may exist including any related motions)	A Request for Proposals for the replacement solution is anticipated to be released by mid-2023. The extension term and option periods will allow for the continuous support of the legacy hardware during the solicitation and implementation process for the replacement system.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, afaiell@lasd.org • Lt. Marshall Yelverton, (323) 881-8002, mryelver@lasd.org	

June 28, 2022

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:

**APPROVE SOLE SOURCE AMENDMENT NUMBER FOUR
TO EXTEND CONTRACT NUMBER 78636 WITH LEGACY
COMPUTER SERVICE FOR CONTINUED HEWLETT PACKARD
TANDEM NONSTOP COMPUTER HARDWARE MAINTENANCE
SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval from the Board to execute Sole Source Amendment Number Four (Amendment) to extend Contract Number 78636 (Contract) with Legacy Computer Service for continued Hewlett Packard (HP) Tandem NonStop computer hardware maintenance services (Services). The Contract expires on September 7, 2022.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his authorized designee, to execute the attached Amendment to the Contract with Legacy Computer Service (LCS) to extend the term of the Contract for two years, from September 8, 2022, through September 7, 2024, with two additional one-year option periods, and increase the Contract Sum by \$388,176 for a total Contract Sum not to exceed \$995,823 for the term of the Contract.

2. Delegate authority to the Sheriff or his authorized designee to execute change notices and amendments to the Contract as applicable to: (1) effectuate assignment of rights and/or delegation of duties under the Contract in the event of the contracting entity's merger, acquisition, or other corporate change; (2) modify the Contract to include new and/or revised standard County contract provisions adopted by the Board as required from time to time; (3) execute one or more of the extension options if it is in the best interest of the County; and (4) terminate the Contract, either in whole or in part, by provision of a ten-day written notice if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue providing public safety services to County residents 24 hours per day, 7 days a week. The HP Tandem NonStop computer hardware which hosts the Department's Computer Aided Dispatch (CAD) system is critical to the operation and business needs of the Department. It contains all the records of the Department's actions related to 9-1-1 calls for service.

Implementation of Strategic Plan Goals

The Services provided under this Contract support the County's Strategic Plan, Goal III – Realize Tomorrow's Government Today, by maximizing the use of technology to efficiently and securely utilize the 9-1-1 emergency calling technology for public safety services.

FISCAL IMPACT/FINANCING

The Amendment increases the Contract Sum by a total of \$388,176. The revised Contract Sum shall not exceed \$995,823. Funding has been identified in the Department's operating budget. The Sheriff's Department is responsible for ensuring it has adequate funding in its operating budget prior to requesting and approving services under the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 8, 2017, the Board approved the Contract with LCS for HP Tandem NonStop computer hardware maintenance services with a Contract Sum not to exceed \$756,518. Subsequently, the Department executed change notices to reflect reductions in installed equipment, which resulted in reduced maintenance costs paid to LCS. As of the date of this letter, the not-to-exceed Contract Sum is \$607,647.

On March 2, 2020, the Sheriff executed Amendment Number One to the Contract to exercise the first one-year option period from March 8, 2020, through and including March 7, 2021.

On February 4, 2021, the Sheriff executed Amendment Number Two to the Contract to exercise the second one-year option period from March 8, 2021, through and including March 7, 2022.

On September 28, 2021, the Sheriff executed Amendment Number Three to the Contract to exercise the final six-month option period from March 8, 2022, through and including September 7, 2022.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

On November 17, 2021, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for a sole source Amendment to extend the term of the Contract to accommodate the solicitation process for, and eventual implementation of, a replacement CAD solution.

Development of the solicitation documents for the CAD system's replacement solution is underway. The Department anticipates the release of a Request for Proposals for the replacement solution in mid-2023.

LCS possesses the required knowledge and requisite skills to properly maintain the Department's HP Tandem NonStop computer hardware. The HP Tandem NonStop hardware hosts the Department's legacy CAD system.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure the continuation of the Services for the Department's HP Tandem NonStop computer hardware that hosts the Department's legacy CAD system, supporting 9-1-1 dispatch calls to the Department's patrol vehicles.

The Honorable Board of Supervisors
June 28, 2022
Page 4

CONCLUSION

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

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
ACTING CHIEF INFORMATION
OFFICER

AV:TKM:JK:jk
(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Dawyn R. Harrison, Acting County Counsel, Office of the County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Brian Yanagi, Acting Chief, Technology and Support Division (TSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Judy A. Anderson, Acting Commander, TSD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB)
David E. Culver, Assistant Director, FAB
Angelo Faiella, Manager, Contracts Unit (CU)
Marshall Yelverton, Lieutenant, CFMB
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Tony Liu, Senior Contracts Analyst, CU
Joanna Kim, Contracts Analyst, CU
(Contracts - Legacy Computer Service 1-4-22)

**AMENDMENT NUMBER FOUR
TO
CONTRACT NUMBER 78636
FOR HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

This Amendment Number Four (hereinafter "Amendment") to Contract Number 78636 (hereinafter "Contract") is entered into by and between County of Los Angeles (hereinafter "County") and Legacy Computer Service (hereinafter "Contractor") and effective as of September 8, 2022.

- A. WHEREAS, on March 8, 2017, County and Contractor entered into the Contract to provide Maintenance Services, as defined in the Contract, for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on March 8, 2017, the Board of Supervisors delegated authority to the Sheriff to execute amendments to the Contract to align the Contract with County needs, including extending its term; and
- C. WHEREAS, the Contract had an Initial Term, as defined in the Contract, with two (2) additional one-year terms and one (1) additional six-month term (Extended Term); and
- D. WHEREAS, on March 2, 2020, County and Contractor entered into Amendment Number One to the Contract to, among other things, exercise the first one-year Extended Term from March 8, 2020, through and including March 7, 2021; and
- E. WHEREAS, on February 4, 2021, County and Contractor entered into Amendment Number Two to the Contract to, among other things, exercise the second one-year Extended Term from March 8, 2021, through and including March 7, 2022; and
- F. WHEREAS, on September 28, 2021, County and Contractor entered into Amendment Number Three to the Contract to, among other things, exercise the final six-month Extended Term from March 8, 2022, through and including September 7, 2022; and
- G. WHEREAS, after the exercise of all the extensions, the Contract will expire on September 7, 2022; and
- H. WHEREAS, County desires to extend the term of the Contract for an additional two-year period from September 8, 2022, through and including September 7, 2024, with two additional one-year periods at the County's discretion through and including September 7, 2026 if executed in their entirety; and

**AMENDMENT NUMBER FOUR
TO
CONTRACT NUMBER 78636
FOR HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

- I. WHEREAS, County and Contractor agree to (1) extend the term of the Contract from September 8, 2022, through and including September 7, 2024; (2) increase the Contract Sum to cover the extension and the two additional one-year options; (3) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions; (4) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel; (5) amend and restate Attachment 1 – Equipment Listed by System and Department Site to Exhibit A (Statement of Work) of the Contract to update Equipment; (6) add Attachment 1 to Exhibit B (Equipment Maintenance Price List and Hourly Rates) to the Contract to extend the pricing schedule in accordance with the term extension; and (7) add Exhibit L (COVID-19 Vaccination Certification of Compliance) to the Contract in accordance with the County-mandated provision.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Contract as follows:

1. Paragraph 4 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract through and including September 7, 2024:

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence March 8, 2017, and shall terminate on September 7, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 At the end of the term, County may, at its sole option, extend this Contract for up to two (2) additional one-year terms (hereinafter "Extended Term"). County shall be deemed to have exercised each Extended Term automatically, without further act; however, if County elects not to exercise its option to extend at the end of the term or the Extended Term, as applicable, the remaining option(s) shall lapse. Each such option shall be exercised at the sole discretion of the County as authorized by the Board of Supervisors
- 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove.

**AMENDMENT NUMBER FOUR
TO
CONTRACT NUMBER 78636
FOR HP TANDEM NONSTOP COMPUTER HARDWARE
MAINTENANCE SERVICES**

Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit D (County's Administration).

- 4.4 County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
2. Paragraph 5.1 of Paragraph 5 (Contract Sum) of the Contract is deleted in its entirety and replaced as follows to update the Contract Sum:
 - 5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for all goods, Services and other work provided by Contractor, inclusive of all parts, taxes and other expenses for the term and any and all Extended Terms, is and shall not exceed nine hundred ninety-five thousand eight hundred twenty-three Dollars (\$995,823) during the term of the Contract, as further detailed in Exhibit B (Equipment Maintenance Price List and Hourly Rates). No out-of-pocket fees, costs or expenses shall be reimbursed by County to Contractor under the Contract. There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
3. Paragraph 9 (Assignment and Delegation/Mergers or Acquisitions) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 9.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.

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- 9.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
4. Paragraph 73 (COVID-19 Vaccinations of County Contractor Personnel) is added to the Contract as follows to add the County-mandated provision:

73. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 73.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3)

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coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

- 73.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 73.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 73.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt

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pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

73.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

- 5. Attachment 1 – Equipment Listed by System and Department Site to Exhibit A (Statement of Work) of the Contract is deleted in its entirety and replaced with the amended and restated Attachment 1 – Equipment Listed by System and Department Site, attached hereto, to update Equipment.

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6. Attachment 1 to Exhibit B (Equipment Maintenance Price List and Hourly Rates), attached hereto, is added to the Contract to extend the pricing schedule in accordance with the term extension.
7. Exhibit L (COVID-19 Vaccination Certification of Compliance) is added to the Contract, attached hereto, in accordance with the County-mandated provision.
8. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Contract shall remain the same and in full force and effect.
9. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Four to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES
ALEX VILLANUEVA, SHERIFF

By: _____
TIMOTHY K. MURAKAMI,
UNDERSHERIFF

Date: _____

LEGACY COMPUTER SERVICE

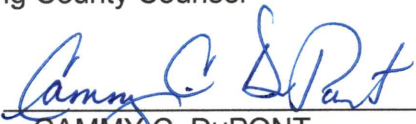
By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting County Counsel

By:  _____
CAMMY C. DUPONT
Principal Deputy County Counsel

ATTACHMENT 1 **EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE** **SUMMARY**

Equipment Maintenance

No.	Model (1)	Description (1)	Quantity (1)
1	1493	K2000 CPU with 128 MB memory	6
2	1943	Processor, K20000 with 2 channels, 256 K	16
3	3214	Controller, tape	2
4	3216	Controller, fiber optic, 519x tape	4
5	3129	Disk controller for 455 Module	12
6	3601	Controller, Line Printer/Universal interface	2
7	3605	Communications controller, 4 line	29
8	3606-1	Communications controller, 16 line, asynchronous	19
9	3615-0	Controller, Ethernet, w/o transceiver	17
10	3615-1	Controller, Ethernet, w/o transceiver	2
11	4240	Disk drive, 1038 MB	2
12	4250	Disk drive, 2 GB	8
13	4260	Disk drive, 4.2 GB	12
14	455Mod8	Disk Module, 8 slot	6
15	4571S	Disk drive, Single, 4 GB for 455Mod	24
16	5145	4MM Dat, Desktop cabinet, no ACL	1
17	5165-1	SCSI BIC, External, MFC	3
18	5175	Tape Drive, 1600/6250 BPI, modular	1
19	5190ACL	Tape subsystem, cartridge in mosaic	5
20	5194	Tape Unit, T16	1
21	55N049	Host serial interface for 5573	4
22	6526A	Terminal, OSP, 14"	5
23	6712-8	Torusnet for K20000 SE	4
24	7270	Base Cabinet, dual power supplies	3
25	7272	K2000 Disk & I/O expansion cabinet	4
26	7907-4	Cabinet, Multichannel I/O, 4 Channel	2
27	7912	Base Cabinet, K20000	1
28	7913	K20000 Cabinet, CPU expansion	7

(1) Equipment List, Quantity and all associated costs are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.

(2) Equipment is located at various locations throughout the County of Los Angeles. See attached list of Systems and Department Sites that details the address and equipment assigned to each location.

ATTACHMENT 1 **EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE**

System Number 9912

Sheriff's Communication Center (SCC) - DET Station Simulation System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3605	Communications controller, 4 line
1	3606-1	Communications controller, 16 line, asynchronous
1	3615-0	Controller, ethernet, w/o transceiver
4	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies
1	55N049	Host serial interface for 5573

System Number 13263

Sheriff's Communication Center (SCC) - KDV Development System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3214	Controller, tape
1	3216	Controller, fiber optic, 519x tape
2	3605	Communications controller, 4 line
3	3606-1	Communications controller, 16 line, asynchronous
1	3615-1	Controller, ethernet, w/o transceiver
7	4250	Disk drive, 2 GB
1	4260	Disk drive, 4.2 GB
1	5145	4MM Dat, Desktop cabinet, no ACL
1	5165-1	SCSI BIC, External, MFC
1	5175	Tape Drive, 1600/6250 BPI, modular
1	5190ACL	Tape subsystem, cartridge in mosaic
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies
1	7272	K2000 Disk & I/O expansion cabinet

ATTACHMENT 1 **EQUIPMENT LISTED BY SYSTEM AND DEPARTMENT SITE**

System Number 16348

Sheriff's Communication Center (SCC) - DEV Development System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
2	1493	K2000 CPU with 128 MB memory
1	3216	Controller, fiber optic, 519x tape
1	3601	Controller, Line Printer/Universal interface
2	3605	Communications controller, 4 line
2	3606-1	Communications controller, 16 line, asynchronous
1	3615-1	Controller, ethernet, w/o transceiver
2	4240	Disk drive, 1038 MB
1	4250	Disk drive, 2 GB
7	4260	Disk drive, 4.2 GB
1	5165-1	SCSI BIC, External, MFC
1	5190ACL	Tape subsystem, cartridge in mosaic
1	6526A	Terminal, OSP, 14"
1	7270	Base Cabinet,dual power supplies
1	7272	K2000 Disk & I/O expansion cabinet
1	55N049	Host serial interface for 5573

System Number: 44512

Sheriff's Communication Center (SCC) - Host System
 1277 N. Eastern Ave.
 Los Angeles, CA 90063

QTY	MODEL	DESCRIPTION
16	1943	Processor, K20000 with 2 channels, 256 K memory
12	3129	Disk controller for 455 Module
1	3214	Controller, tape
2	3216	Controller, fiber optic, 519x tape
1	3601	Controller, Line Printer/Universal interface
24	3605	Communications controller, 4 line
13	3606-1	Communications controller, 16 line, asynchronous
16	3615-0	Controller, ethernet, w/o transceiver
2	6526-A	Terminal, OSP, 14"
4	6712-8	Torusnet for K20000 SE
2	7272	K2000 Disk & I/O expansion cabinet
2	7907-4	Cabinet, Multichannel I/O, 4 Channel
1	7912	Base Cabinet, K20000
7	7913	Cabinet, CPU expansion, K20000
6	455Mod8	Disk Module, 8 slot
24	4571S	Disk drive, Single, 4 GB for 455Mod
3	5190ACL	Tape subsystem, cartridge in mosaic
1	5194	Tape Unit, T16
2	55N049	Host serial interface for 5573

(1) Equipment List, Department Sites, Quantity and all associated costs are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.

ADDED UNDER AMENDMENT NO. 4
ATTACHMENT 1 TO EXHIBIT B
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES

Equipment Maintenance Prices - Effective from 09-08-2022 through 09-07-2024
Plus Two One-Year Extended Terms

No.	Model (1)	Description (1)	Quantity (1)	Monthly Cost Per Item	Monthly Total Cost
1	1493	K2000 cpu w/ 128meg memory	6	\$ 56.00	\$ 336.00
2	1943	K20000 cpu w/ 256meg memory	16	\$ 154.00	\$ 2,464.00
3	3214	Controller, tape	2	\$ 13.00	\$ 26.00
4	3216	Controller, fiber optic, 519x tape	4	\$ 17.00	\$ 68.00
5	3219	Disk controller for 455 Module	12	\$ 17.00	\$ 204.00
6	3601	Controller, line printer/universal interface	2	\$ 13.00	\$ 26.00
7	3605	Communications controller, 4 line	29	\$ 17.00	\$ 493.00
8	3606-1	Communications controller, 16 lines, async	19	\$ 17.00	\$ 323.00
9	3615-0	Controller, ethernet	17	\$ 17.00	\$ 289.00
10	3615-1	Controller, ethernet	2	\$ 17.00	\$ 34.00
11	4240	Disk drive 1038mb	2	\$ 17.00	\$ 34.00
12	4250	Disk drive 2gb	8	\$ 17.00	\$ 136.00
13	4260	Disk drive 4gb	12	\$ 17.00	\$ 204.00
14	455Mod8	Disk module 8 bays	6	\$ 17.00	\$ 102.00
15	4571S	Disk drive 4gb	24	\$ 17.00	\$ 408.00
16	5145	4mm DAT desktop tape unit	1	\$ 35.00	\$ 35.00
17	5165-1	SCSI BIC, External, MFC	3	\$ 14.00	\$ 42.00
18	5175	Tape drive, 1600/6250 bpi, modular	1	\$ 56.00	\$ 56.00
19	5190ACL	Tape subsystem, cartridge in mosaic	5	\$ 161.00	\$ 805.00
20	5194	Tape unit, T16	1	\$ 161.00	\$ 161.00
21	55N049	Host serial interface	4	\$ 7.00	\$ 28.00
22	6526A	Console terminal, OSP, 14"	5	\$ 28.00	\$ 140.00
23	6712-8	Torusnet, K20000	4	\$ 147.00	\$ 588.00
24	7270	Base cabinet dual power supplies	3	\$ 49.00	\$ 147.00
25	7272	K2000, expansion cabinet	4	\$ 49.00	\$ 196.00
26	7907-4	Cabinet, Multichannel I/O, 4 channel	2	\$ 175.00	\$ 350.00
27	7912	Base system cabinet, K20000	1	\$ 49.00	\$ 49.00
28	7913	Expansion system cabinet, K20000	7	\$ 49.00	\$ 343.00

Total Monthly Cost - From 09-08-2022 through 09-07-2024
Plus Two One-Year Extended Terms

\$ 8,087.00

- (1) Equipment List, Department Sites, Quantity and all associated cost are subject to change based on additions and/or deletions as described in Paragraph 8 of the Contract.
- (2) Equipment is located at various locations throughout the County of Los Angeles. See Attachment 1 (Equipment Listed by System and Department Site) to Exhibit A which details the address and equipment assigned to each location.

ADDED UNDER AMENDMENT NO. 4
ATTACHMENT 1 TO EXHIBIT B
EQUIPMENT MAINTENANCE PRICE LIST AND HOURLY RATES

EFFECTIVE FROM 09-08-2022 THROUGH 09-07-2024 - HOURLY RATES	
Rate Category	Hourly Rate
<u>Business Hours</u>	\$75
Monday through Friday, excluding County observed holidays	
9:00 a.m. to 5:00 p.m. (Pacific Time)	
<u>Outside Business Hours (Overtime)</u>	\$125

EXTENDED TERM - YEAR ONE - HOURLY RATES	
Rate Category	Hourly Rate
<u>Business Hours</u>	\$75
Monday through Friday, excluding County observed holidays	
9:00 a.m. to 5:00 p.m. (Pacific Time)	
<u>Outside Business Hours (Overtime)</u>	\$125

EXTENDED TERM - YEAR TWO - HOURLY RATES	
Rate Category	Hourly Rate
<u>Business Hours</u>	\$75
Monday through Friday, excluding County observed holidays	
9:00 a.m. to 5:00 p.m. (Pacific Time)	
<u>Outside Business Hours (Overtime)</u>	\$125

Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)

I, Michael McGuire, on behalf of Legacy Computer Service,
 (the "Contractor"), certify that on County Contract(s) 78636

_____ :

☐ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

☒ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are: [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

M. McGuire
 Signature

12/29/21

Date

Owner / Project director/ Project Mgr

Title

Legacy Computer Service/Michael McGuire

Company/Contractor Name

County of Los Angeles
 Sheriff's Department

HP Tandem NonStop Computer Hardware
 Maintenance Services
 Exhibit L

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

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

Date