



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

SACHI A. HAMAI
Chief Executive Officer

DATE: September 5, 2019
TIME: 1:00 p.m. – 2:30 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
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:
REQUEST APPROVAL OF FACILITY USE AGREEMENTS
TEMPLATES
RR/CC – Aaron Nevarez, Division Manager
 - B) Board Memo:
ADVANCED NOTIFICATION OF INTENT TO NEGOTIATE A SOLE
SOURCE CONTRACT EXTENSION WITH CONTRACTORS
PROVIDING OCCUPATIONAL HEALTH MEDICAL EXAM SERVICES
AND OCCUPATIONAL HEALTH MOBILE MEDICAL EXAM SERVICES
DHR – Maggie Martinez, Assistant Director
 - C) Board Letter:
AMENDMENT TO CONTRACT FOR SHORT-TERM DISABILITY,
LONG-TERM DISABILITY AND SURVIVOR BENEFITS THIRD-PARTY
ADMINISTRATION SERVICES
DHR – Maggie Martinez, Assistant Director
 - D) Board Letter:
AMENDMENT TO CONTRACT FOR UNEMPLOYMENT INSURANCE
CLAIMS THIRD PARTY ADMINISTRATION SERVICES
DHR – Maggie Martinez, Assistant Director

CONTINUED ON PAGE 2

- E) Board Memo:
SOLE SOURCE AGREEMENT WITH SUNQUEST INFORMATION SYSTEMS
DPH – Nicole Green, Public Health Laboratories Director
- F) Board Letter:
SECOND AMENDMENT FOR FILM AND STILL PHOTOGRAPHY PERMITTING SERVICES AGREEMENT
CEO/Economic Development and Affordable Housing – Gary Smith, Principal Analyst
- G) Board Letter:
APPROVAL OF AN EIGHT-YEAR LEASE AMENDMENT OF DEPARTMENT OF MENTAL HEALTH FOR OFFICE AND PARKING SPACE
CEO/RE – Michael Navarro, Chief Program Specialist
- H) Board Letter:
REQUEST TO DELIGATE AUTHORITY TO THE CEO TO NEGOTIATE VARIOUS REAL ESTATE AGREEMENTS AT SEVEN COUNTY OWNED OR LEASED DEPARTMENTS FOR COUNTY PUBLIC SAFETY NETWORK AND THE LARICS
CEO/RE– Michael Rodriguez, Chief Program Specialist
- I) Board Letter:
NEW PARKING RATE AT COUNTY AUTO PARK 99
ISD – Michael Owh, General Manager

4.

PRESENTATION/DISCUSSION ITEMS:

None available at this time.

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

(5 minutes)

- A. Board Letter:
GENERAL RECLASS LETTER
CEO/ – Irish Wong, CEO Analyst
- B. Board Letter:
CDF & A GRANT BOARD LETTER, ACTION ITES AND SCHEDULE
ISD – Minh Le, Administrative Manager and Lujana Medina, Section Manager

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- C. Board Letter:
APPROVE APPROPRIATION ADJUSTMENT FOR LOW VOLTAGE
TELECOMMUNICATIONS SYSTEM PROJECT FOR FIRE
DEPARTMENT
ISD – Christie Carr, Contracts Division Manager

- D. Board Letter:
APPROVAL TO AWARD AND EXECUTE A CONTRACT WITH LITTLE
JOHN COMMUNICATIONS, INC. FOR PAY PHONE SERVICES
ISD – Christie Carr, Contracts Division Manager

- E. Board Letter:
EIGHT YEAR LEASE OF DEPARTMENT OF PUBLIC SOCIAL
SERVICES
CEO/RE – Michael Navarro, Chief Program Specialist

- F. Board Letter:
APPROVAL OF IT FUND FOR A PC REFRESH PROGRAM TO UPDATE
DEPARTMENTAL PERSONAL COMPUTERS
ISD – James Hall, Senior Information Technology Consultant

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	9/17/2019	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Registrar-Recorder/County Clerk (RR/CC)	
SUBJECT	Request Approval of Facility Use Agreement Templates	
PROGRAM	Elections	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The Department needs approved Facility Use Agreement templates to secure Vote Center locations in time for the March 2020 Presidential Primary Election. Approximately 1,000 locations need to be secured within a stringent timeline.	
COST & FUNDING	Total cost:	Funding source: A \$2.7 million request was included in RR/CC's FY 19-20 Supplemental Changes Budget Request as part of the Voting Solutions for All People (VSAP) project.
	TERMS (if applicable): 6 Months	
	Explanation: Vote Center actual costs, or a portion thereof, may be billed to participating jurisdictions, per Elections Code sections 10002 and 10520, depending on the type of election, thereby offsetting costs. Future funds will be requested through the annual budget process.	
PURPOSE OF REQUEST	The RR/CC requests Board approval on the attached four Facility Use Agreement templates between the RR/CC and facilities for the sole purpose of securing locations to conduct elections.	
BACKGROUND (include internal/external issues that may exist)	<p>In 2016, the State of California passed the Voter's Choice Act, Senate Bill 450 which allowed counties to conduct elections by all vote by mail ballot, while also providing regional vote centers to be open 10 days prior to and including Election Day. When identifying vote center locations, Elections Code section 4005 requires the county elections official to at least consider the following factors: proximity to public transportation, proximity to communities with low vote by mail usage, proximity to population centers, proximity to language minority communities, proximity to voters with disabilities, proximity to voters with low rates of household vehicle ownership, and proximity to low-income communities.</p> <p>After January 1, 2020, Los Angeles County is permitted to conduct any election as a vote center election if the statutory criteria set forth in Elections Code section 4007 is met. For vote centers, the County must secure the mandated number of vote center locations: one for every 7,500 registered voters as of the 88th day before the election, and at least one vote center provided for every jurisdiction that has 1,000 registered voters. Voting centers must also be located within a reasonable travel time of registered voters.</p>	

	<p>Elections Code section 12283 authorizes the county elections official to request the use of schools and other public buildings, including buildings owned by a city, county or other local governmental agency, as a voting location without cost. State owned facilities shall also be made available free of charge for the County to use as a vote center location. (Elections Code § 12284.) Any property exempt from taxes pursuant to Revenue and Taxation Code section 214 must be made available to the county elections official for use as a voting location without charge. (Elections Code § 12282.)</p>
DEPARTMENTAL AND OTHER CONTACTS	<p>Dean C. Logan Registrar-Recorder/County Clerk (562) 462-2116 DLogan@rrcc.lacounty.gov</p> <p>Aaron Nevarez Manager Governmental & Legislative Affairs (562) 462- 2800 ANevarez@rrcc.lacounty.gov</p>



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

September 17, 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 APPROVAL OF FACILITY USE AGREEMENT TEMPLATES
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

SUBJECT:

The Department of Registrar-Recorder/County Clerk (Department) requests approval of the attached Facility Use Agreement templates to be used to reserve space for Vote Centers, Training Centers, Check-in-Centers, and Reservist Centers throughout Los Angeles County beginning on September 17, 2019, for the sole purpose of conducting elections.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Registrar-Recorder/County-Clerk (RR/CC), or designee, to execute Facility Use Agreements with facilities substantially similar to Attachments I & II, III & IV, V & VI, VII & VIII, IX & X, XI, & XII, XIII & XIV, and XV & XVI to secure space for Vote Centers, Training Centers, Check-in-Centers, and Reservists Centers for the sole purpose of conducting elections.
2. Delegate authority to the RR/CC, or designee, to execute any of the Facility Use Agreements for a base term of no more than five (5) years, and one (1) additional option period of no more than five (5) years, for a total agreement(s) maximum of \$2.7 million annually, and an aggregate amount of \$27 million for the base term and option period.
3. Delegate authority to the RR/CC, or designee, to issue written notice(s) of partial or total termination of the Agreement for convenience, or if it contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, without further action by the Board of Supervisors, provided County Counsel approval is obtained.

4. Delegate authority to RR/CC, or designee, to prepare and execute future amendments to: (1) reflect changes to new legislation or changes to County Policy Terms and Conditions; (2) modify the Facility Use Agreements to meet operational needs; (3) extend the term of any Facility Use Agreement; (4) reflect revisions to any conditions included in the Facility Use Agreements; provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The RR/CC requests Board approval on the attached four Facility Use Agreement templates between the Department and facilities for the sole purpose of securing locations to conduct elections.

In 2020, the County will transition from polling places to vote centers as outlined under the California Voter's Choice Act. This new model will allow voters to cast a ballot at any vote center location in the County up to an 11-day period. As part of this effort, the RR/CC launched the Vote Center Placement Project with the core mission to identify and place accessible and convenient vote center locations throughout the County. This project culminated in an inventory of over 2,000 potential locations.

To recruit and maintain consistent, accessible options for voters while maintaining equitable distribution throughout all electoral jurisdictions in Los Angeles County, the RR/CC requires the authority to negotiate and enter into long-term agreements with both public and private organizations to host election activities under terms that provide for a secure and convenient voting experience. Furthermore, the RR/CC requires the authority to negotiate and enter into long-term agreements with both public and private organizations to host training and logistical support under terms that ensure maximum efficiency in the preparation of personnel and overall administration of an election.

Simultaneously, the Department is replacing and modernizing the County's current voting systems through the Voting Solutions for All People (VSAP) project. VSAP has been progressively phased in and the RR/CC is currently recruiting sites to serve as vote centers, election training centers, regional supply and equipment distribution centers, and regional emergency staffing centers. VSAP is scheduled to be deployed for the March 3, 2020 Presidential Primary Election and the RR/CC projects to use up to 1,000 locations to act as vote centers (250 for eleven (11) days and 750 for four (4) days) to meet the requirements of California Elections Code section 4007.

Pursuant to California Elections Code section 12283, public buildings, including any building owned or controlled by a city, county, or other local governmental agency, shall provide the use of its facility as a vote center for the public 11-day voting period at no cost. These locations must be made available for a reasonable time for storage, set up and breakdown of equipment.

While the Vote Center Placement Project identified 2,000 potential vote center locations, it determined that there were service gaps in certain areas of the County where public buildings were not viable locations. To provide indiscriminate voting opportunities to the residents of Los Angeles County, the Department will at times have to contract with private entities under the negotiated terms of the attached vote center agreements.

Furthermore, the California Elections Code does not compel public buildings to provide facilities for training and other logistical needs for elections. While the Department prioritizes the recruitment of locations that will offer facilities at no cost, agreements should allow for the payment of negotiated fees or the reimbursement of incurred costs associated with the use of the facility in the event a public facility is not available in a needed service area.

To support this effort, the RR/CC has projected needing the following number of sites spread strategically throughout the County: 50 locations as training centers; 80 locations to serve as "Check-in-Centers" for the distribution of equipment and materials; and 15 locations to serve as "Reservist Centers" for the dispatch of troubleshooter personnel during the public voting period.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today: Our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/ FINANCING:

The total possible maximum costs of the agreements will be in line with the Department's approved election budget. This includes the cost of securing up to 1,000 vote center locations.

A \$2.7 million request was included in Department's FY 19-20 Supplemental Changes Budget Request as part of the VSAP project. Vote Center actual costs, or a portion thereof, may be billed to participating jurisdictions, per Elections Code sections 10002 and 10520, depending on the type of election, thereby offsetting costs. Funding for future agreement years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In 2016, the State of California passed the Voter's Choice Act, Senate Bill 450 which allowed counties to conduct elections by all vote by mail ballot, while also providing regional vote centers to be open 10 days prior to and including Election Day. When identifying vote center locations, Elections Code section 4005 requires the county elections official to at least consider the following factors: proximity to public transportation, proximity to communities with low vote by mail usage, proximity to population centers, proximity to language minority communities, proximity to voters with disabilities, proximity to voters with low rates of household vehicle ownership, and proximity to low-income communities.

After January 1, 2020, Los Angeles County is permitted to conduct any election as a vote center election if the statutory criteria set forth in Elections Code section 4007 is met. For vote centers, the County must secure the mandated number of vote center locations: one for every 7,500 registered voters as of the 88th day before the election, and at least one vote center provided for every jurisdiction that has 1,000 registered voters. Voting centers must also be located within a reasonable travel time of registered voters.

Elections Code section 12283 authorizes the county elections official to request the use of schools and other public buildings, including buildings owned by a city, county or other local governmental agency, as a voting location without cost. State owned facilities shall also be made available free of charge for the County to use as a vote center location. (Elections Code § 12284.) Any property exempt from taxes pursuant to Revenue and Taxation Code section 214 must be made available to the county elections official for use as a voting location without charge. (Elections Code § 12282.)

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The delegated authority to enter into long-term agreements with potential vote center, training and other election support locations, will reduce the need for election-by-election site recruitment which is a very costly and time-sensitive operation. Agreements designed to maintain the consistency of voting locations for residents, also decrease the potential for last-minute changes and costly emergency openings needed to service districts in the capacity that is required by law.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:RF:
VW:cw

Enclosures

c: Chief Executive Officer
County Counsel



DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT I CHECK-IN-CENTER - FACILITY USE AGREEMENT (PUBLIC)

Agreement and authorization is granted by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this ____ day of _____, 20__ upon the execution hereof by the Parties and shall expire ___ () years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional __-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than ____ days prior to a Statewide Presidential or Gubernatorial Election or no later than ____ days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space as depicted in the Check-In Center Plan (Attachment A) for no less than __ days unless otherwise stated in the Check-In-Center Plan to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is always free from any activity during the mutually agreed upon access schedule included in the Check-In-Center Plan, providing an uninterrupted means of entry for vehicles and staff on to the property and to the designated space at any time day or night.

Host will ensure the designated space is free of any and all equipment, containers, or anything else that would impede the vehicle path from entrance and exit of the property to the designated space.

Host will ensure that at times RR/CC is not on premises, access to the designated space and equipment is restricted only to RR/CC staff.

Primary Contacts:

The Host's Primary Contact for this Agreement is: (Host Name, Title, Address, Phone and Email).

The RR/CC's Primary Contact for this Agreement is (RR/CC Name, Title, Address, Phone and Email).

In addition, Host and RR/CC will designate primary and secondary contacts for both business and weekend/non-business hours related to facility access to be included in the Check-in-Center Plan for each election.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Agency shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Agency, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Agency, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as

original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTION PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name and Title

Printed Name and Title



DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT II CHECK-IN-CENTER - FACILITY USE AGREEMENT (PRIVATE)

Agreement and authorization is granted by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this ____ day of _____, 20__ upon the execution hereof by the Parties and shall expire ___ () years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional __-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than ___ days prior to a Statewide Presidential or Gubernatorial Election or no later than ___ days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space as depicted in the Check-In Center Plan (Attachment A) for no less than ___ days unless otherwise stated in the Check-In-Center Plan to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is always free from any activity during the mutually agreed upon access schedule included in the Check-In-Center Plan, providing an uninterrupted means of entry for vehicles and staff on to the property and to the designated space at any time day or night.

Host will ensure the designated space is free of any and all equipment, containers, or anything else that would impede the vehicle path from entrance and exit of the property to the designated space.

Host will ensure that at times RR/CC is not on premises, access to the designated space and equipment is restricted only to RR/CC staff.

Primary Contacts:

The Host's Primary Contact for this Agreement is: (Host Name, Title, Address, Phone and Email).

The RR/CC's Primary Contact for this Agreement is (RR/CC Name, Title, Address, Phone and Email).

In addition, Host and RR/CC will designate primary and secondary contacts for both business and weekend/non-business hours related to facility access to be included in the Check in Center Plan for each election.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. This agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Host shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("shall hereafter be referred to, individually or collectively, as County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Fiscal Provisions: Pursuant to the terms of this Agreement, Host shall provide the RR/CC with access as reflected in the Check-In-Center Plan to the designated space at costs calculated on an election-by-election basis and mutually agreed upon in each Check-In-Center Plan, not to exceed \$_____ per day.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTION PROGRAMS
CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

**IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to
this agreement do hereby agree and consent to all terms and conditions provided herein.**

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name and Title

Printed Name and Title



DEAN C. LOGAN
Registrar-Recorder/County Clerk

**ATTACHMENT III
CHECK-IN-CENTER PLAN (PUBLIC)
(Insert Election Date and Name)**

The following constitutes the mutually agreed upon Check-In-Center Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant exclusive access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

During the above period, RR/CC staff shall have vehicle access to the designated space twenty-four (24) a day for the entirety of the access schedule.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and vehicle traffic to the mutually agreed upon areas depicted in Attachment 'A'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Gate keys, Access Badges, Parking Passes, etc.):

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE CHECK-N-CENTER PLAN APPLIES TO ONLY ELECTION PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

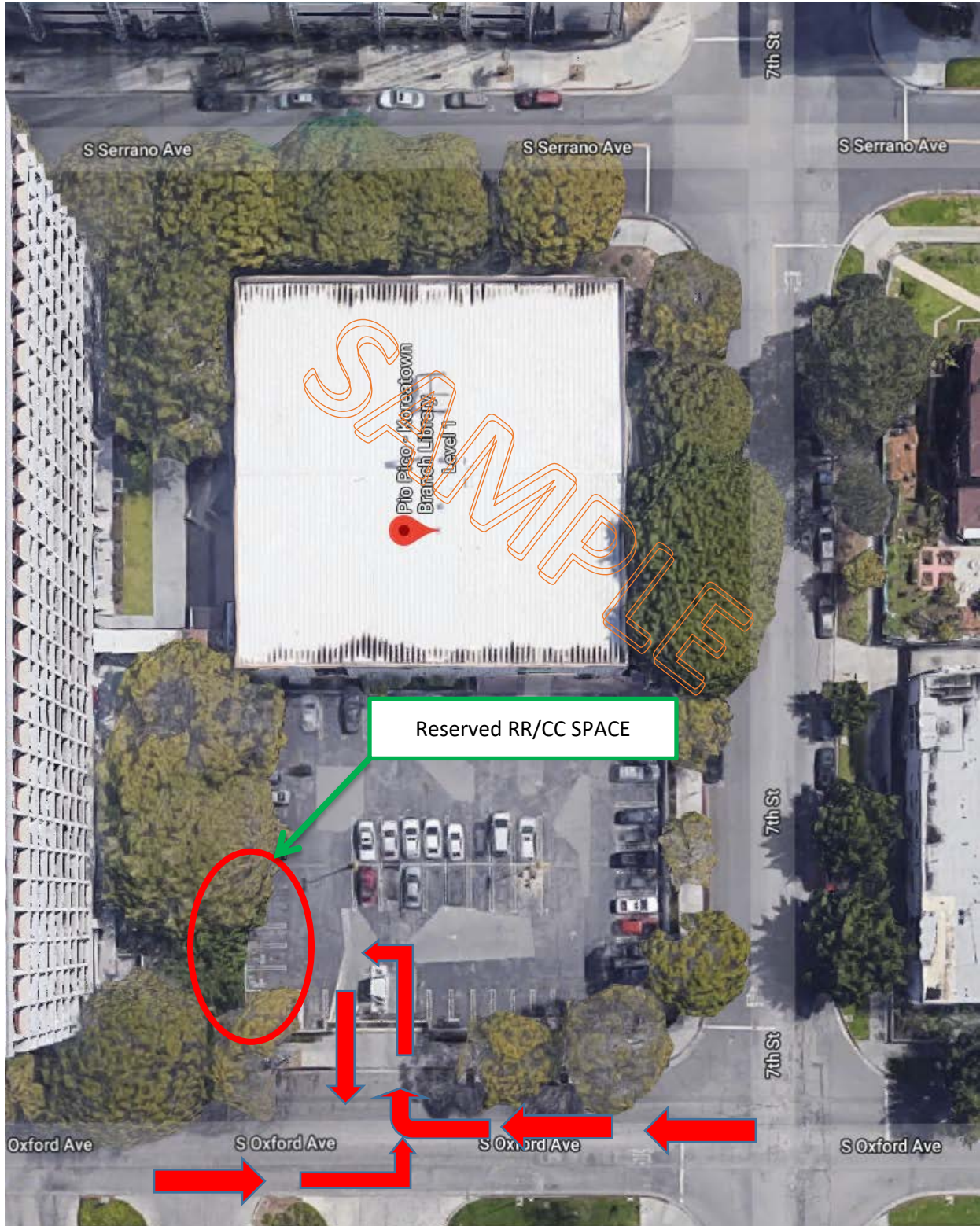
Signature & Date

Printed Name

Printed Name

Attachment A - Designated Space Schematic

The graphic below details the designated space and mutually agreed upon vehicle path to enter and exit the premises.





DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT IV CHECK-IN-CENTER PLAN (PRIVATE) (Insert Election Date and Name)

The following constitutes the mutually agreed upon Check-In-Center Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant exclusive access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

During the above period, RR/CC staff shall have vehicle access to the designated space twenty-four (24) a day for the entirety of the access schedule.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and vehicle traffic to the mutually agreed upon areas depicted in Attachment 'A'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Gate keys, Access Badges, Parking Passes, etc.):

Facility Use Payment

- Host agrees to waive any payment for use of the designated space
Authorized agent initial here _____
 (or use the below)

- Los Angeles County Registrar-Recorder/County Clerk agrees to pay Host \$___ per day for use of the designated space

(estimated charges detailed below – if necessary)

Service/Expense	Rate	Daily Cost
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)
	Total per Day	-

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host and RR/CC to reflect such costs. RR/CC will remit payment up to the amount allowable in the Check-In-Center Facility Use Agreement upon execution of an amendment or appropriate review and determination of coverage of costs incurred by Host.

Payee Name: _____ **Phone:** _____

Payee Mailing Address: _____

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE CHECK-N-CENTER PLAN APPLIES TO ONLY ELECTION PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

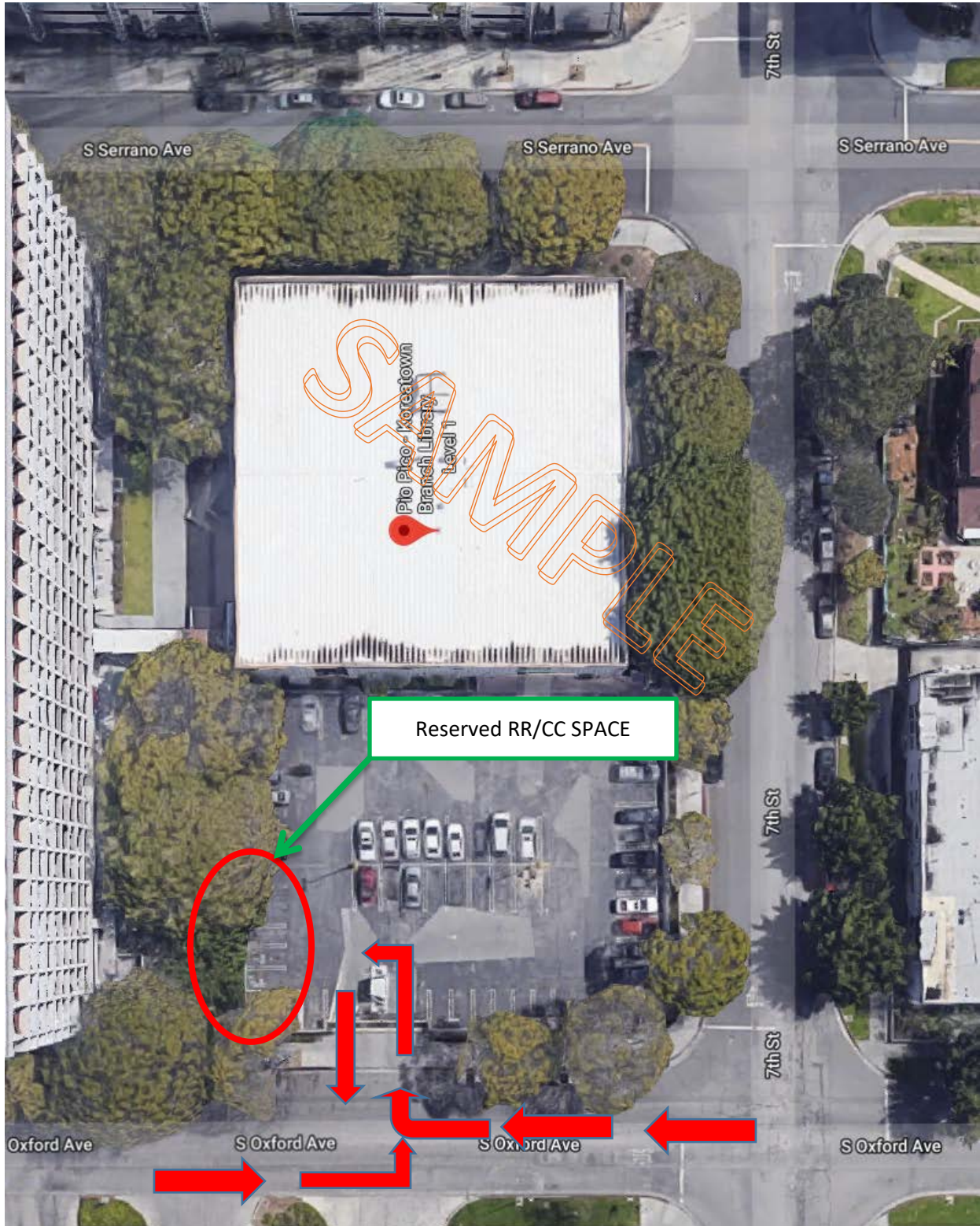
Signature & Date

Printed Name

Printed Name

Attachment A - Designated Space Schematic

The graphic below details the designated space and mutually agreed upon vehicle path to enter and exit the premises.





DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHEMENT V ELECTION TRAINING PLAN (PUBLIC) (Insert Election Date and Name)

The following constitutes the mutually agreed upon Election Training Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	

After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant exclusive access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

A deployment schedule for training equipment delivery and pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the start date to confirm delivery and details of equipment coming to the designated space.

The election training period for the designated space will be for the following dates:

Start Date	End Date
(Insert Date)	(Insert Date)

During the election training period, RR/CC staff shall have access to the designated space for the dates and times listed below:

Date	Election Training Hours
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)

(expand as necessary)

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and foot traffic to the mutually agreed upon areas depicted in Attachment 'A' and Attachment 'B'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Access Badges, Parking Passes, etc.):

Optional Items Provided by Host

Host agrees to provide the following inventory of items in the designated space by the start date of the Access Schedule:

Item	Quantity
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION TRAINING PLAN APPLIES TO ONLY ELECTION TRAINING PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

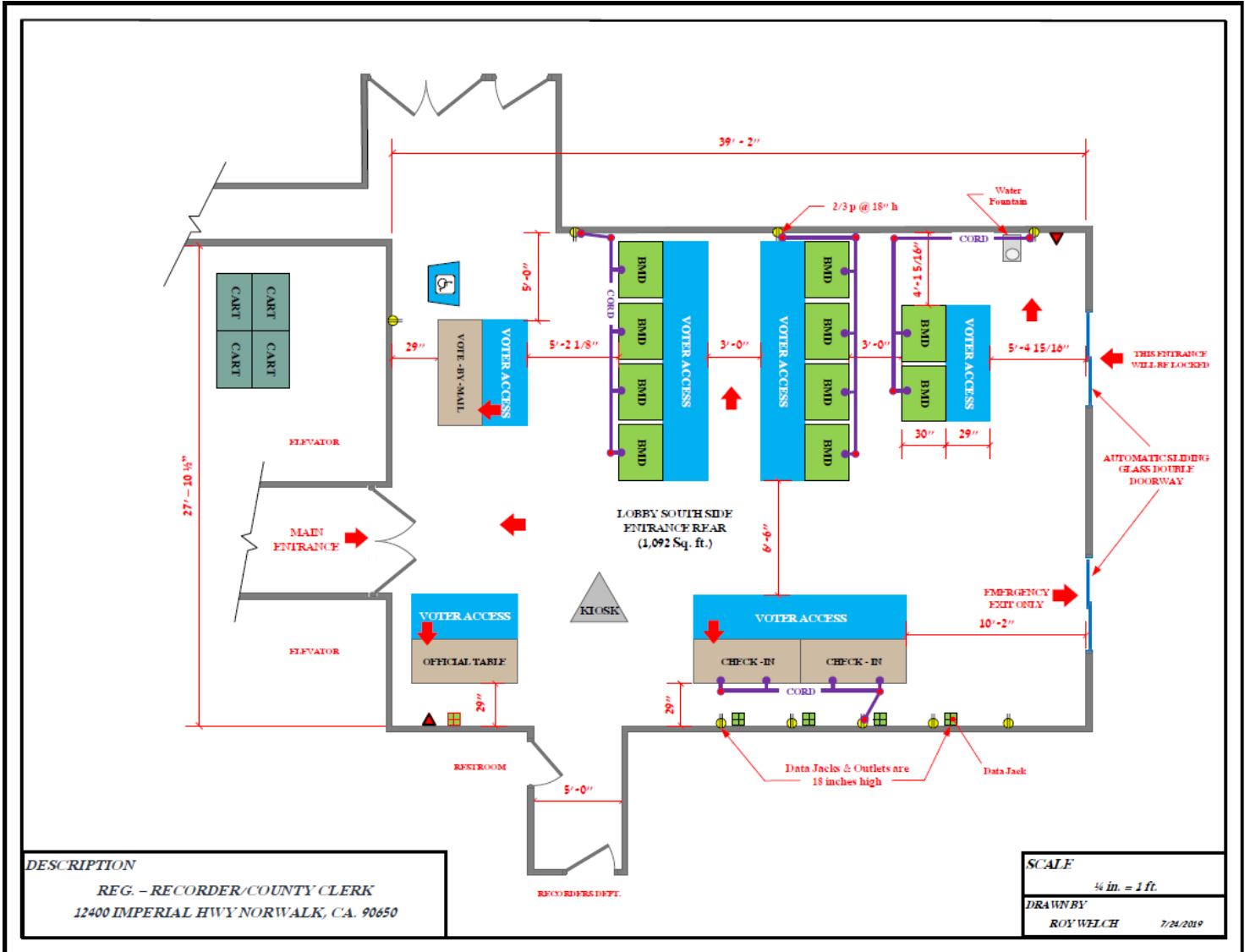
Signature & Date

Printed Name

Printed Name

Attachment A - Designated Space Schematic

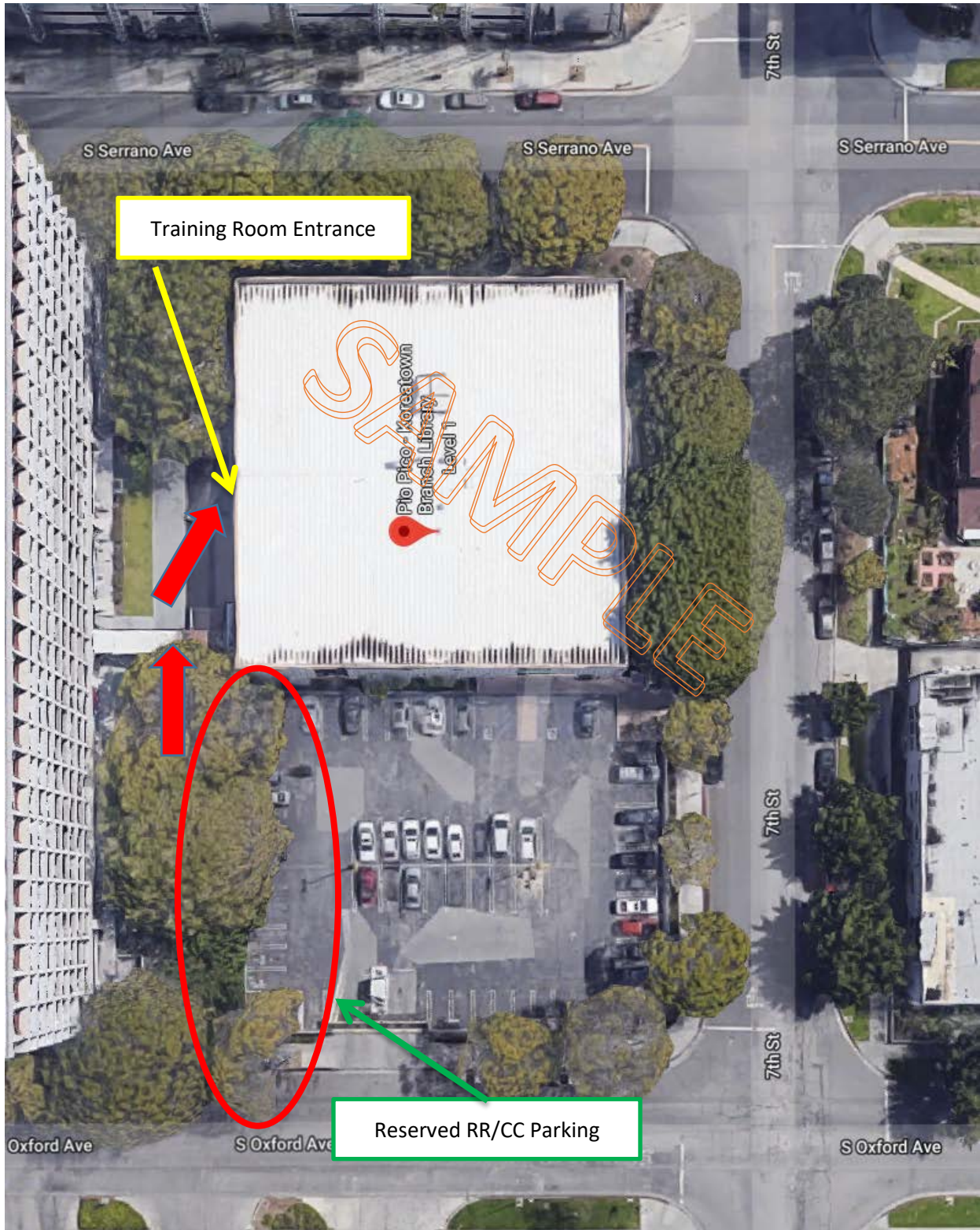
The graphic below details the designated space and mutually agreed upon setup of furniture and entryways.



SAMPLE

Attachment B - Parking/Signage (optional)

The graphic below identifies reserved RR/CC parking areas and the intended areas for signage.





DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT VI ELECTION TRAINING PLAN (PRIVATE) (Insert Election Date and Name)

The following constitutes the mutually agreed upon Election Training Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	

After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant exclusive access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

A deployment schedule for training equipment delivery and pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the start date to confirm delivery and details of equipment coming to the designated space.

The election training period for the designated space will be for the following dates:

Start Date	End Date
(Insert Date)	(Insert Date)

During the election training period, RR/CC staff shall have access to the designated space for the dates and times listed below:

Date	Election Training Hours
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)

(expand as necessary)

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and foot traffic to the mutually agreed upon areas depicted in Attachment 'A' and Attachment 'B'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Access Badges, Parking Passes, etc.):

Optional Items Provided by Host

Host agrees to provide the following inventory of items in the designated space by the start date of the Access Schedule:

Item	Quantity
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)

Facility Use Payment

- Host agrees to waive any payment for use of the designated space

Authorized agent initial here _____

(or use the below)

- Los Angeles County Registrar-Recorder/County Clerk agrees to pay Host \$___ per day for use of the designated space

(estimated charges detailed below – if necessary)

Service/Expense	Rate	Daily Cost
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)
	Total per Day	-

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host

and RR/CC to reflect such costs. RR/CC will remit payment up to the amount allowable in the Election Training Facility Use Agreement upon execution of an amendment or appropriate review and determination of coverage of costs incurred by Host.

Payee Name: _____ **Phone:** _____

Payee Mailing Address: _____

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION TRAINING PLAN APPLIES TO ONLY ELECTION TRAINING PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

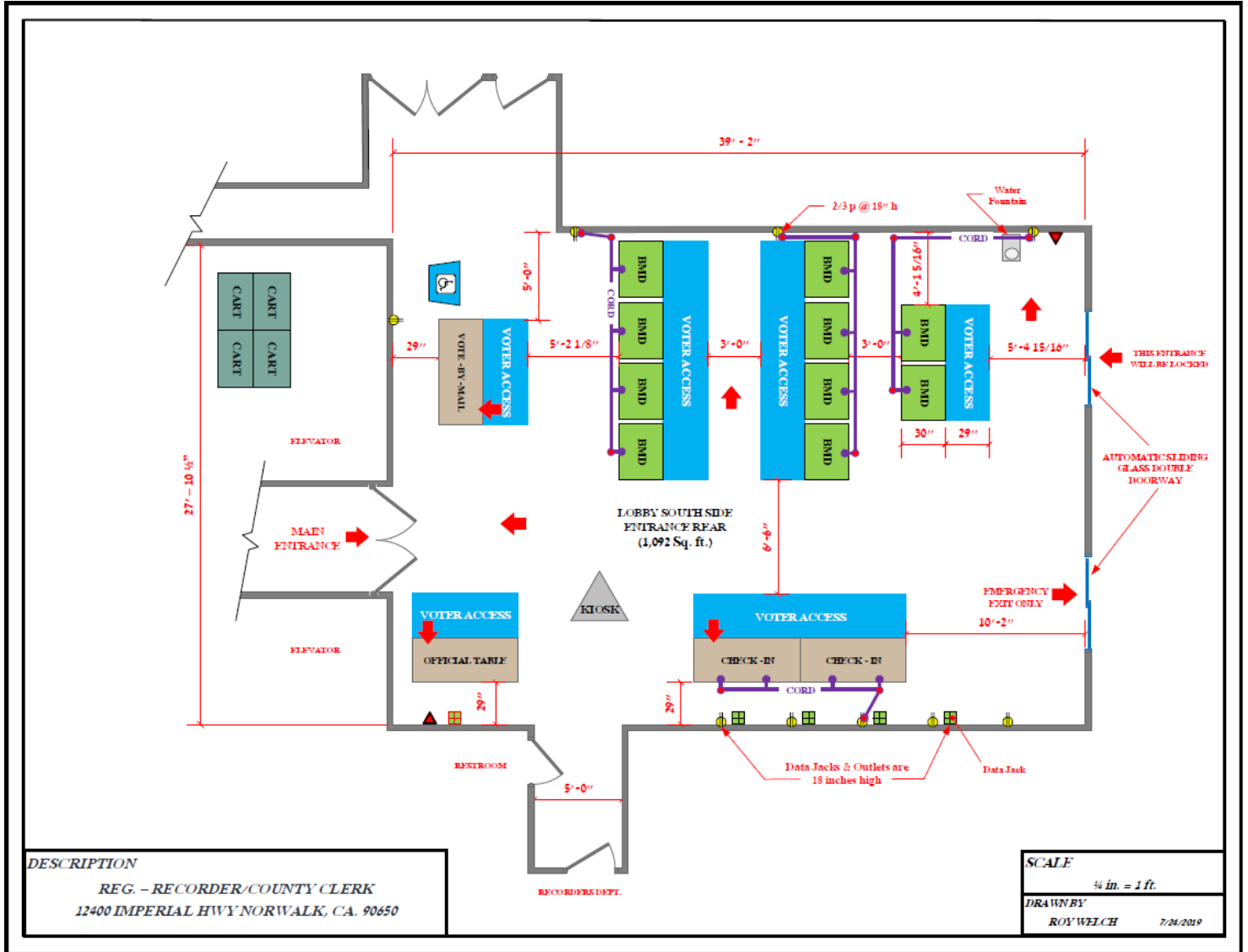
Signature & Date

Printed Name

Printed Name

Attachment A - Designated Space Schematic

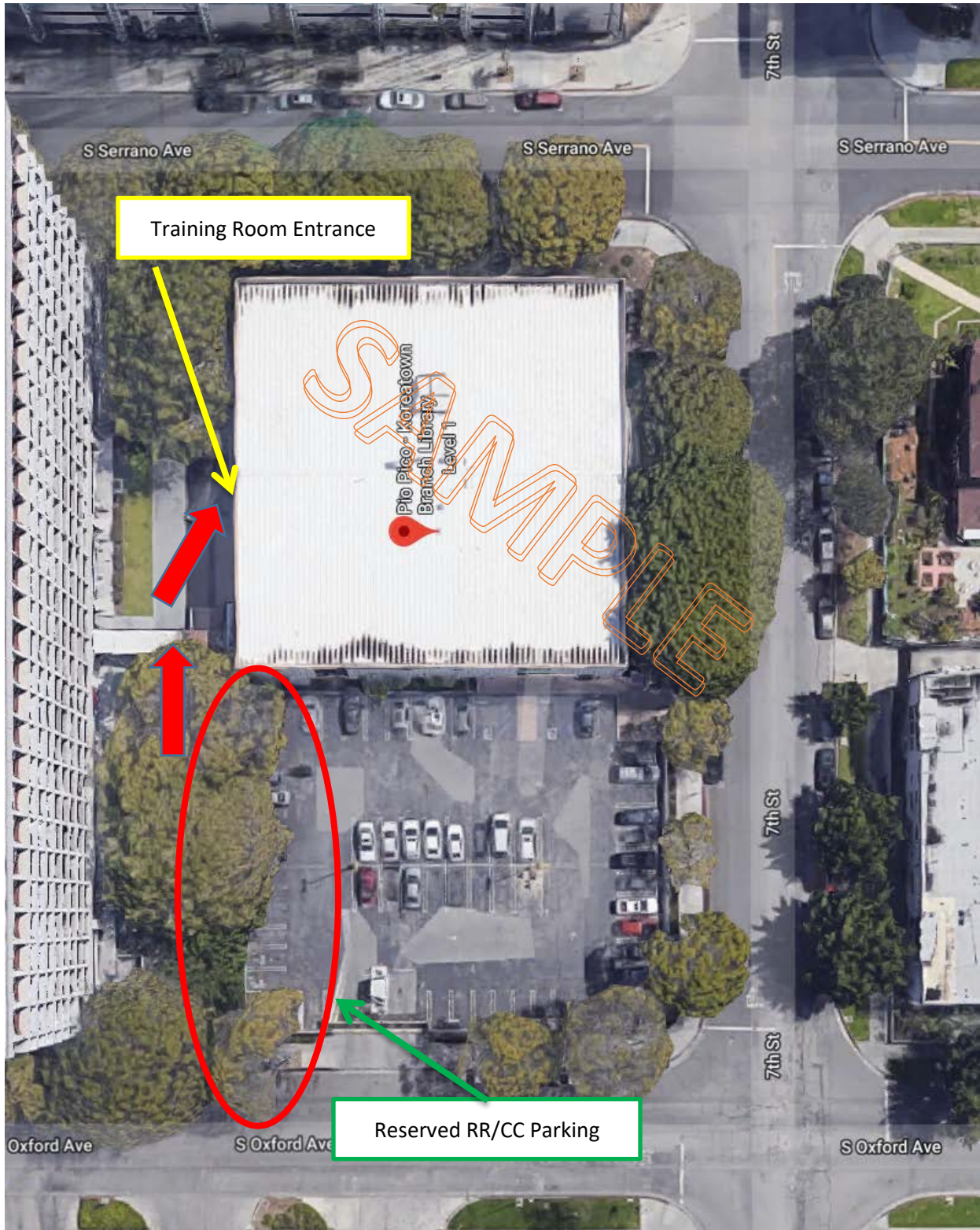
The graphic below details the designated space and mutually agreed upon setup of furniture and entryways.



SAMPLE

Attachment B - Parking/Signage (optional)

The graphic below identifies reserved RR/CC parking areas and the intended areas for signage.





DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT VII ELECTION TRAINING - FACILITY USE AGREEMENT (PRIVATE)

Agreement and authorization is granted by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this ____ day of _____, 20____ upon the execution hereof by the Parties and shall expire ___ () years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional __-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than ____ days prior to a Statewide Presidential or Gubernatorial Election or no later than ____ days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space for no less than __ days unless otherwise stated in the Election Training Plan (Attachment A) to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Election Training Plan and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space is free from all tables, chairs and other equipment prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Election Training Plan.

Host will ensure that at times RR/CC are not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the training period remains unmodified for the period designated in the access schedule of the Election Training Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is: (Host Name, Title, Address, Phone and Email).

The RR/CC's Primary Contact for this Agreement is (RR/CC Name, Title, Address, Phone and Email).

In addition, Host and RR/CC will designate primary and secondary contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Election Training Plan for each election.

Election Training Period: Host agrees to provide access to the designated space for the training period from _ a.m. to _ p.m. as detailed in the Election Training Plan unless a revised schedule is mutually agreed upon prior to the specific election.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Host shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("shall hereafter be referred to, individually or collectively, as County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Fiscal Provisions: Pursuant to the terms of this Agreement, Host shall provide the RR/CC with access as reflected in the Election Training Plan to the designated facility at costs calculated on an election-by-election basis and mutually agreed upon in each Election Training Plan, not to exceed \$_____ per day.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as

original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTION TRAINING PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name and Title

Printed Name and Title



DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT VIII (PUBLIC) ELECTION TRAINING - FACILITY USE AGREEMENT

Agreement and authorization is granted by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this ____ day of _____, 20____ upon the execution hereof by the Parties and shall expire ____ (__) years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional __-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than ____ days prior to a Statewide Presidential or Gubernatorial Election or no later than ____ days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space for no less than ____ days unless otherwise stated in the Election Training Plan (Attachment A) to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Election Training Plan and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space is free from all tables, chairs and other equipment prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Election Training Plan.

Host will ensure that at times RR/CC are not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the training period remains unmodified for the period designated in the access schedule of the Election Training Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is: (Host Name, Title, Address, Phone and Email).

The RR/CC's Primary Contact for this Agreement is (RR/CC Name, Title, Address, Phone and Email).

In addition, Host and RR/CC will designate primary and secondary contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Election Training Plan for each election.

Election Training Period: Host agrees to provide access to the designated space for the training period from _ a.m. to _ p.m. as detailed in the Election Training Plan unless a revised schedule is mutually agreed upon prior to the specific election.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed the parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Agency shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Agency, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Agency, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or

intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTION TRAINING PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name and Title

Printed Name and Title



DEAN C. LOGAN
Registrar-Recorder/County Clerk

**ATTACHMENT XI
ELECTION RESERVIST PLAN (PRIVATE)
(Insert Election Date and Name)**

The following constitutes the mutually agreed upon Election Reservist Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

During the public voting period, RR/CC staff shall have access to the designated space for the dates and times listed below:

Date	Required Hours
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and foot traffic to the mutually agreed upon areas depicted in Attachment 'A' and Attachment 'B'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Access Badges, Parking Passes, etc.):

Optional Items Provided by Host

Host agrees to provide the following inventory of items in the designated space by the start date of the Access Schedule:

Item	Quantity
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)

Facility Use Payment

- Host agrees to waive any payment for use of the designated space

Authorized agent initial here _____

(or use the below)

- Los Angeles County Registrar-Recorder/County Clerk agrees to pay Host \$___ per day for use of the designated space

(estimated charges detailed below – if necessary)

Service/Expense	Rate	Daily Cost
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)
Total per Day		-

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host and RR/CC to reflect such costs. RR/CC will remit payment up to the amount allowable in the Election Reservist Center Facility Use Agreement upon execution of an amendment or appropriate review and determination of coverage of costs incurred by Host.

Payee Name: _____ **Phone:** _____

Payee Mailing Address: _____

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION RESERVIST PLAN APPLIES TO ONLY ELECTION RESERVIST PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name

Printed Name

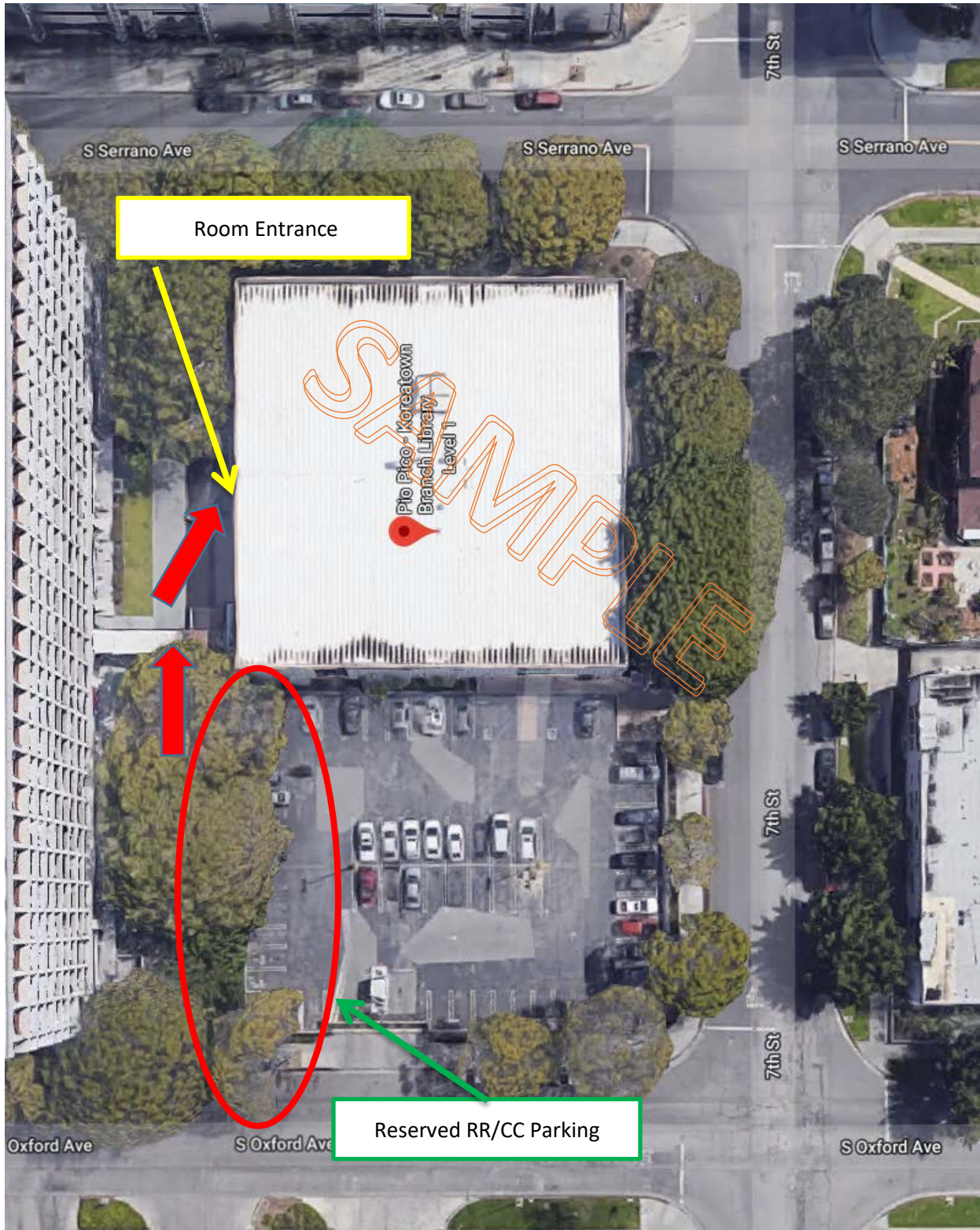
Attachment A - Designated Space Schematic

The graphic below details the designated space and mutually agreed upon setup of furniture and entryways.

(Insert picture/diagram here)

Attachment B - Parking/Signage (optional)

The graphic below identifies reserved RR/CC parking areas and the intended areas for signage.





DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT X ELECTION RESERVIST CENTER - FACILITY USE AGREEMENT (PUBLIC)

Agreement and authorization is granted by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this ____ day of _____, 20____ upon the execution hereof by the Parties and shall expire ___ () years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional __-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than ___ days prior to a Statewide Presidential or Gubernatorial Election or no later than ___ days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space for no less than ___ days unless otherwise stated in the Election Reservist Plan (Attachment A) to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Election Reservist Plan and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space is free from all tables, chairs and other equipment prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Election Reservist Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is: (Host Name, Title, Address, Phone and Email).

The RR/CC's Primary Contact for this Agreement is (RR/CC Name, Title, Address, Phone and Email).

In addition, Host and RR/CC will designate primary and secondary contacts for both business and weekend/non-business hours related to facility access to be included in the Election Reservist Plan for each election.

Election Reservist Period: Host agrees to provide access to the designated space for the 11-day public voting period from _ a.m. to _ p.m. as detailed in the Election Reservist Plan unless a revised schedule is mutually agreed upon prior to the specific election.

Termination of the Agreement: Host shall not cancel or change the location outside of natural disaster or unforeseen building/structural damage. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Agency shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Agency, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Agency, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as

original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTION RESERVIST PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name and Title

Printed Name and Title



DEAN C. LOGAN
Registrar-Recorder/County Clerk

**ATTACHMENT XI
ELECTION RESERVIST PLAN (PRIVATE)
(Insert Election Date and Name)**

The following constitutes the mutually agreed upon Election Reservist Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

During the public voting period, RR/CC staff shall have access to the designated space for the dates and times listed below:

Date	Required Hours
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and foot traffic to the mutually agreed upon areas depicted in Attachment 'A' and Attachment 'B'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Access Badges, Parking Passes, etc.):

Optional Items Provided by Host

Host agrees to provide the following inventory of items in the designated space by the start date of the Access Schedule:

Item	Quantity
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)

Facility Use Payment

- Host agrees to waive any payment for use of the designated space

Authorized agent initial here _____

(or use the below)

- Los Angeles County Registrar-Recorder/County Clerk agrees to pay Host \$___ per day for use of the designated space

(estimated charges detailed below – if necessary)

Service/Expense	Rate	Daily Cost
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)
Total per Day		-

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host and RR/CC to reflect such costs. RR/CC will remit payment up to the amount allowable in the Election Reservist Center Facility Use Agreement upon execution of an amendment or appropriate review and determination of coverage of costs incurred by Host.

Payee Name: _____ **Phone:** _____

Payee Mailing Address: _____

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION RESERVIST PLAN APPLIES TO ONLY ELECTION RESERVIST PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name

Printed Name

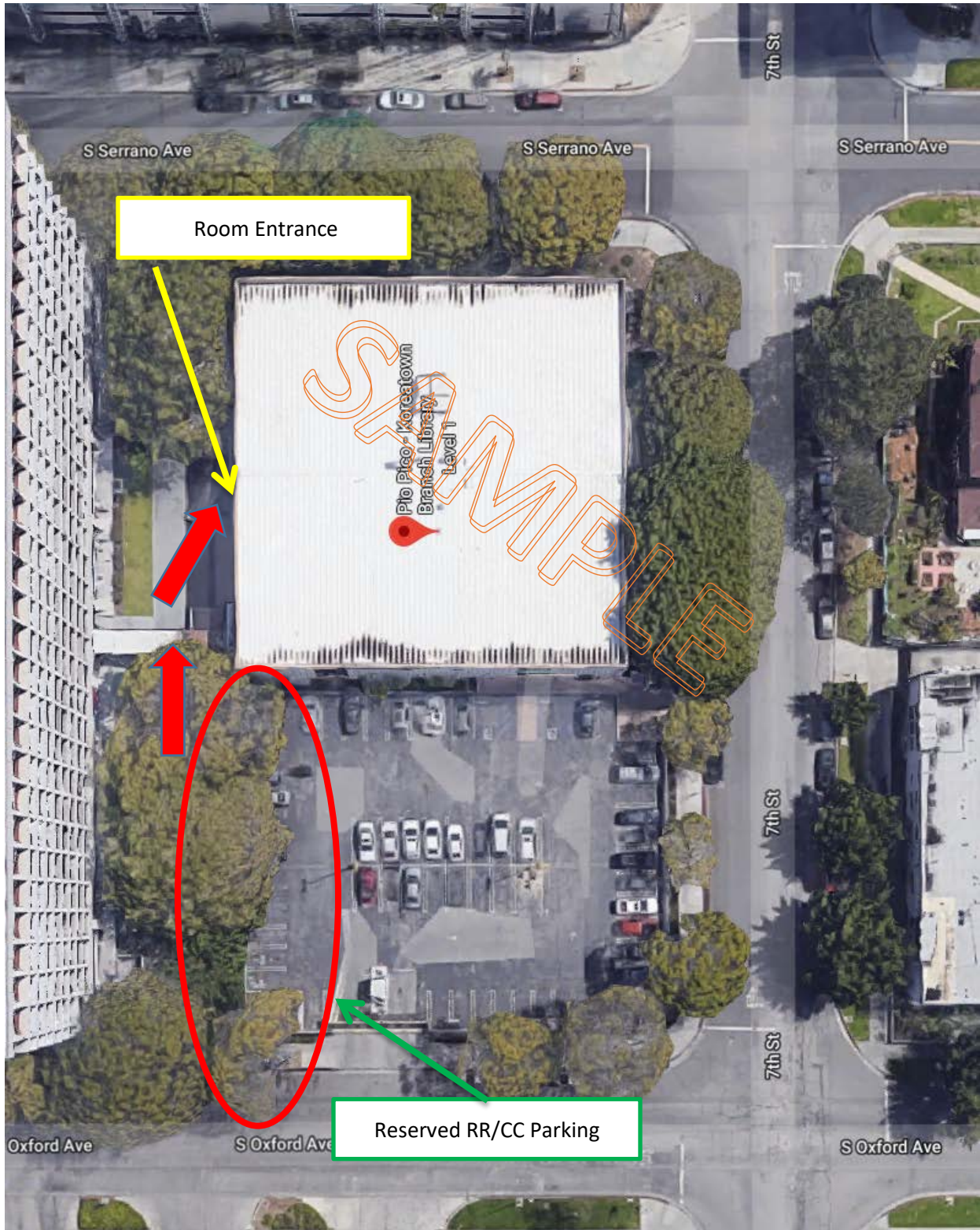
Attachment A - Designated Space Schematic

The graphic below details the designated space and mutually agreed upon setup of furniture and entryways.

(Insert picture/diagram here)

Attachment B - Parking/Signage (optional)

The graphic below identifies reserved RR/CC parking areas and the intended areas for signage.





DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHEMENT XII ELECTION RESERVIST PLAN (PUBLIC) (Insert Election Date and Name)

The following constitutes the mutually agreed upon Election Reservist Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

During the public voting period, RR/CC staff shall have access to the designated space for the dates and times listed below:

Date	Required Hours
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)
(Insert Date)	(Insert Time Range)

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and foot traffic to the mutually agreed upon areas depicted in Attachment 'A' and Attachment 'B'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Access Badges, Parking Passes, etc.):

Optional Items Provided by Host

Host agrees to provide the following inventory of items in the designated space by the start date of the Access Schedule:

Item	Quantity
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION RESERVIST PLAN APPLIES TO ONLY ELECTION RESERVIST PROGRAMS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name

Printed Name

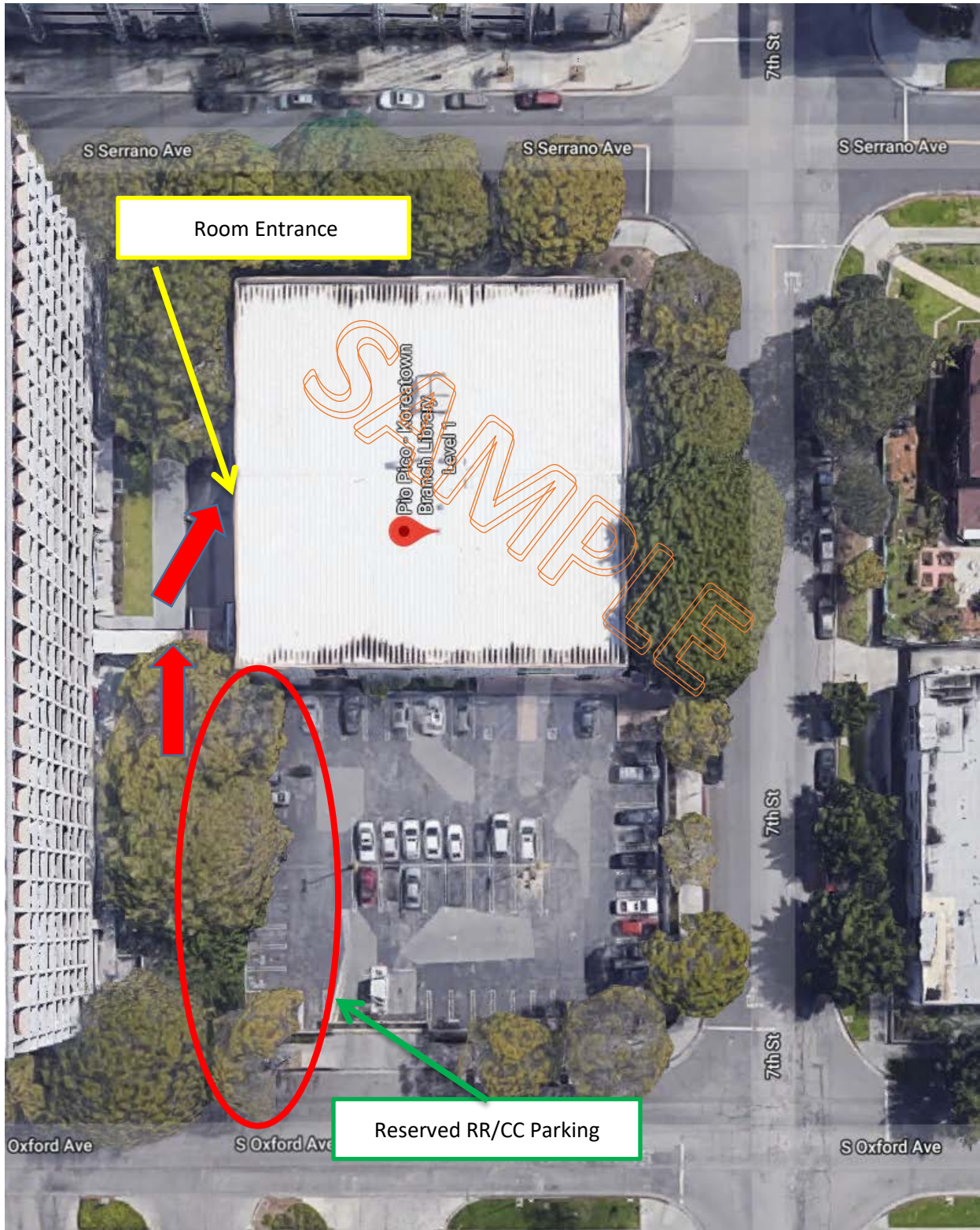
Attachment A - Designated Space Schematic

The graphic below details the designated space and mutually agreed upon setup of furniture and entryways.

(Insert picture/diagram here)

Attachment B - Parking/Signage (optional)

The graphic below identifies reserved RR/CC parking areas and the intended areas for signage.





DEAN C. LOGAN
Registrar-Recorder/County Clerk

AMENDMENT XIII VOTE CENTER ELECTION PLAN (PRIVATE) (Insert Election Date and Name)

The following constitutes the mutually agreed upon Vote Center Election Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	

After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant exclusive access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

A deployment schedule for Vote Center equipment delivery and pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the start date to confirm delivery and details of equipment coming to the designated space.

The public voting period for the designated space will be for the following dates:

Start Date	End Date
(Insert Date)	(Insert Date)

During the public voting period, RR/CC staff shall have access to the designated space for the dates and times listed below:

Date	Vote Center Hours
Sat - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Sun - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Mon - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Tue - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Wed - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Thu - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Fri - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Sat - (Insert Date)	7:00 a.m. – 5:00 p.m.
Sun - (Insert Date)	7:00 a.m. – 5:00 p.m.
Mon - (Insert Date)	7:00 a.m. – 5:00 p.m.
Election Day - (Insert Date)	6:00 a.m. – 9:00 p.m.

Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing is provided the opportunity to receive and cast a ballot.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit voting traffic to the mutually agreed upon areas depicted in Attachment 'A' and Attachment 'B'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Access Badges, Parking Passes, etc.):

Optional Items Provided by Host

Host agrees to provide the following inventory of items in the designated space by the start date of the Access Schedule:

Item	Quantity
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)

Facility Use Payment

- Host agrees to waive any payment for use of the designated space
Authorized agent initial here _____
 (or use the below)

- Los Angeles County Registrar-Recorder/County Clerk agrees to pay Host \$___ per day for use of the designated space

(estimated charges detailed below – if necessary)

Service/Expense	Rate	Daily Cost
(Insert Here)	(Insert Here)	(Insert Here)
(Insert Here)	(Insert Here)	(Insert Here)

(Insert Here)	(Insert Here)	(Insert Here)
	Total per Day	-

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host and RR/CC to reflect such costs. RR/CC will remit payment up to the amount allowable in the Vote Center Facility Use Agreement upon execution of an amendment or appropriate review and determination of coverage of costs incurred by Host.

Payee Name: _____ **Phone:** _____

Payee Mailing Address: _____

Electronic Signatures

The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION PLAN APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

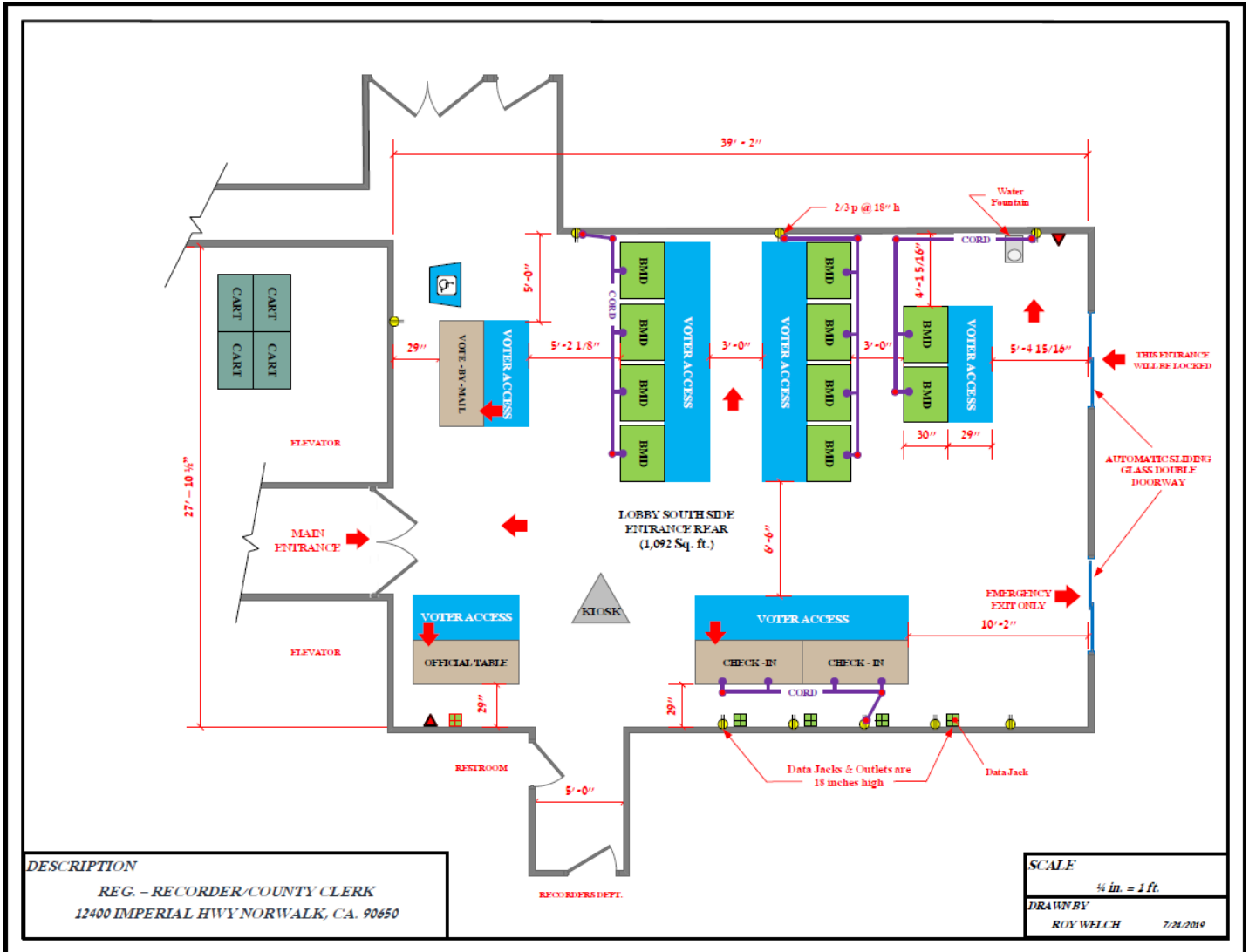
Signature & Date

Printed Name

Printed Name

Attachment A - Designated Space Schematic

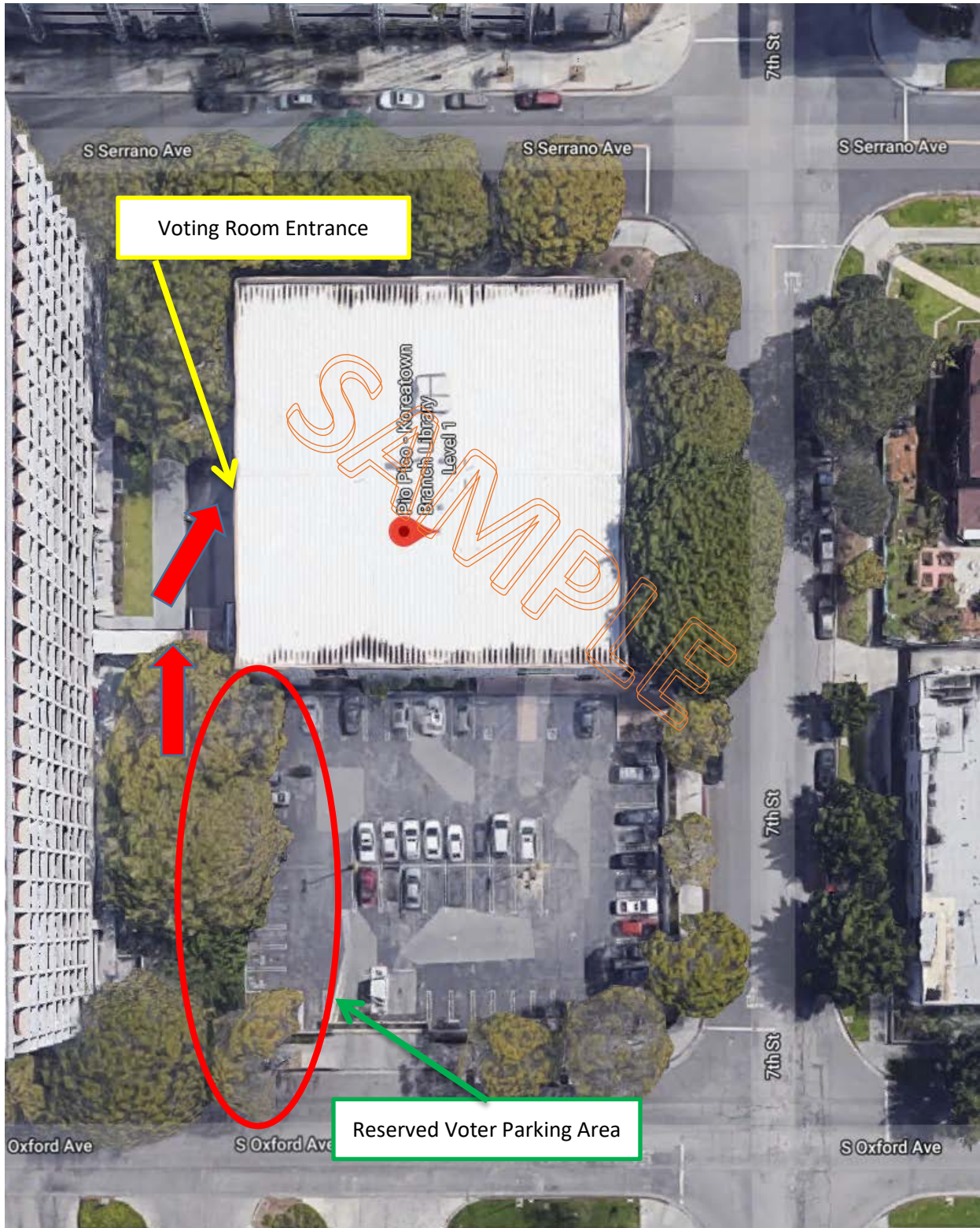
The graphic below details the designated space and mutually agreed upon access routes for the voting public:



SAMPLE

Attachment B - Parking/Voter Path

The graphic below identifies reserved voter/staff parking areas and the intended voter path of travel:





DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT XIV
VOTE CENTER ELECTION PLAN (PUBLIC)
(Insert Election Date and Name)

The following constitutes the mutually agreed upon Vote Center Election Plan for the (Insert election Name/Date Here) by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant exclusive access to the designated space for the following dates:

Start Date	End Date
(Insert Date and Time)	(Insert Date and Time)

A deployment schedule for Vote Center equipment delivery and pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the start date to confirm delivery and details of equipment coming to the designated space.

The public voting period for the designated space will be for the following dates:

Start Date	End Date
(Insert Date)	(Insert Date)

During the public voting period, RR/CC staff shall have access to the designated space for the dates and times listed below:

Date	Vote Center Hours
Sat - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Sun - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Mon - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Tue - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Wed - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Thu - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Fri - (Insert Date: 11-day VC only)	7:00 a.m. – 5:00 p.m.
Sat - (Insert Date)	7:00 a.m. – 5:00 p.m.
Sun - (Insert Date)	7:00 a.m. – 5:00 p.m.
Mon - (Insert Date)	7:00 a.m. – 5:00 p.m.
Election Day - (Insert Date)	6:00 a.m. – 9:00 p.m.

Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing is provided the opportunity to receive and cast a ballot.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit voting traffic to the mutually agreed upon areas depicted in Attachment 'A' and Attachment 'B'.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Access Badges, Parking Passes, etc.):

Optional Items Provided by Host

Host agrees to provide the following inventory of items in the designated space by the start date of the Access Schedule:

Item	Quantity
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)
(Insert Item Description)	(Insert Item Quantity)

Electronic Signatures

The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION PLAN APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

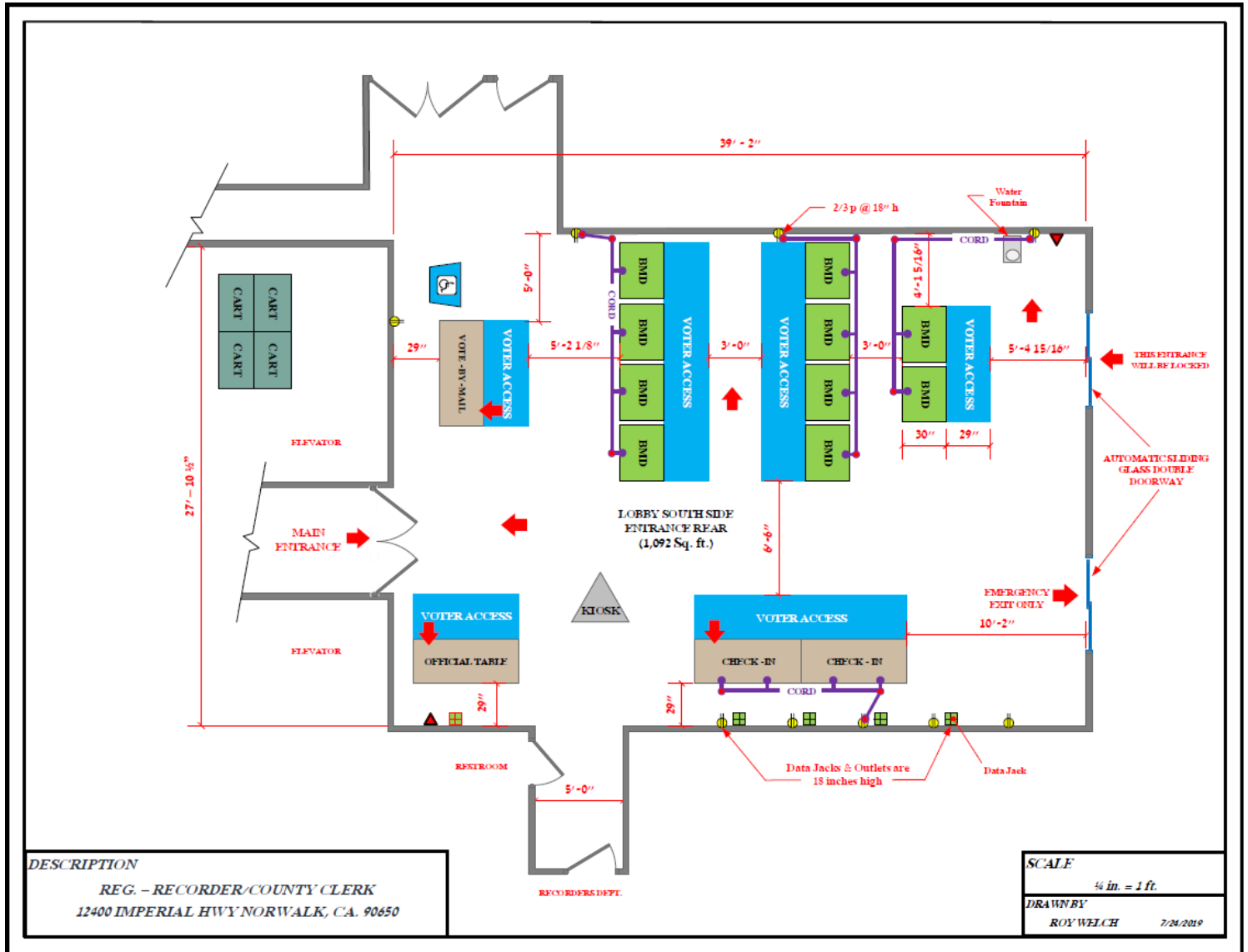
Signature & Date

Printed Name

Printed Name

Attachment A - Designated Space Schematic

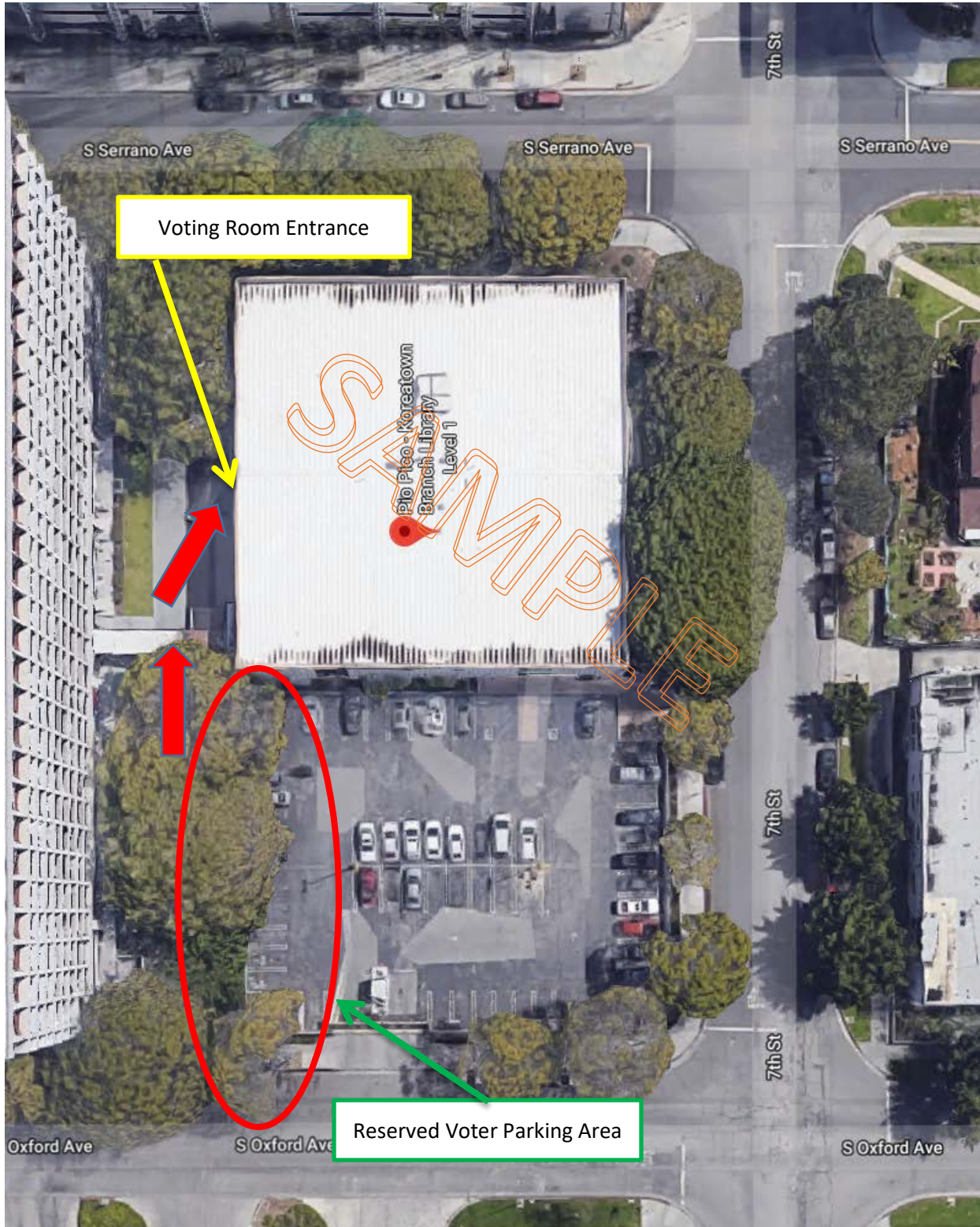
The graphic below details the designated space and mutually agreed upon access routes for the voting public:



SAMPLE

Attachment B - Parking/Voter Path

The graphic below identifies reserved voter/staff parking areas and the intended voter path of travel:





DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT XV VOTE CENTER FACILITY USE AGREEMENT (PRIVATE)

Agreement and authorization is granted by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this ____ day of _____, 20____ upon the execution hereof by the Parties and shall expire ____ (__) years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional __-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than ____ days prior to a Statewide Presidential or Gubernatorial Election or no later than ____ days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space for no less than 31 days unless otherwise stated in the Vote Center Election Plan (Attachment A) to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Vote Center Election Plan and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space is free from all tables, chairs and other equipment prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan.

Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the access schedule of the Vote Center Election Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is: (Host Name, Title, Address, Phone and Email).

The RR/CC's Primary Contact for this Agreement is (RR/CC Name, Title, Address, Phone and Email).

In addition, Host and RR/CC will designate primary and secondary contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff and voters.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space from 7 a.m. to 5 p.m. on voting days prior to Election Day and 6 a.m. to 9 p.m. on Election Day as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Host shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("shall hereafter be referred to, individually or collectively, as County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including

attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Fiscal Provisions: Pursuant to the terms of this Agreement, Host shall provide the RR/CC with access as reflected in the Vote Center Election Plan to the designated facility at costs calculated on an election-by-election basis and mutually agreed upon in each Vote Center Election Plan, not to exceed \$_____ per day.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name and Title

Printed Name and Title



DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT XVI VOTE CENTER FACILITY USE AGREEMENT (PUBLIC)

Agreement and authorization is granted by _____ ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

(Insert Facility Name Here)
(Room/Space Here)
(Address Line 1)
(Address line 2)

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this ____ day of _____, 20____ upon the execution hereof by the Parties and shall expire ____ (__) years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional __-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than ____ days prior to a Statewide Presidential or Gubernatorial Election or no later than ____ days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space for no less than 31 days unless otherwise stated in the Vote Center Election Plan (Attachment A) to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Vote Center Election Plan and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space is free from all tables, chairs and other equipment prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan.

Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the access schedule of the Vote Center Election Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is: (Host Name, Title, Address, Phone and Email).

The RR/CC's Primary Contact for this Agreement is (RR/CC Name, Title, Address, Phone and Email).

In addition, Host and RR/CC will designate primary and secondary contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff and voters.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space from 7 a.m. to 5 p.m. on voting days prior to Election Day and 6 a.m. to 9 p.m. on Election Day as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Agency shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to

the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Agency, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Agency, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Facility Name

Signature & Date

Signature & Date

Printed Name and Title

Printed Name and Title

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	Not applicable	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Department of Human Resources (DHR)	
SUBJECT	Advance Notification of Intent to Negotiate Sole Source Contract Extensions with Contractors Providing 1) Occupational Health Medical Examination Services, and 2) Occupational Health Mobile Medical Examination Services	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The two current Board-approved Master Agreements were the result of competitive solicitations. The agreements will expire on December 31, 2019; there are no extensions available. The extension with existing contractors will allow additional time to issue a competitive solicitation for replacement agreements.	
DEADLINES/ TIME CONSTRAINTS	Both current Master Agreement terms expire on December 31, 2019.	
COST & FUNDING	Total cost: Unknown at this time.	Funding source: Costs incurred are billed to departments utilizing the services.
	TERMS (if applicable): N/A	
	Explanation: Services are provided on an as-needed basis.	
PURPOSE OF REQUEST	This is to provide the Board of Supervisors (Board) with advanced notification of DHR's intent to enter into sole source negotiations to extend current Master Agreements for 1) Occupational Health Medical Examination Services, and 2) Occupational Health Mobile Medical Examination Services for up to 18 months.	
BACKGROUND (include internal/external issues that may exist)	<p>DHR OHP coordinates these contracted examination services on behalf of County departments. OHP, in partnership with County Counsel and a subject matter expert consultant, is in the process of re-engineering its operations to 1) ensure alignment with federal and State laws, and 2) review, develop and implement new policies and procedures for Countywide utilization. The extension period will be utilized to complete the re-engineering process, and to issue a single, consolidated competitive solicitation with a resulting Master Agreement that is based on the re-engineered operations. This will provide a more efficient, cost-effective and streamlined solicitation process for potential contractors and the County, in addition to providing opportunities for an expanded network of service providers.</p> <p>DHR acknowledges that Board Policy 5.100 requirement to provide your Board with six-month advance notice of the intent to enter sole source negotiations was not met. It was recently concluded that additional time is required to complete elements of the DHR OHP re-engineering process; these elements will inform requirements in the solicitation for the replacement Master Agreements. In consultation with County Counsel, it was determined that the issuance of a competitive solicitation should be delayed until completion of the re-engineering process. This will ensure that solicitation requirements are in alignment with federal and State law as well as new County policies and procedures.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Maggie Martinez, Assistant Director (213) 351-2921, mmartinez@hr.lacounty.gov 	



COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

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

BRANCH OFFICE
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010
(213) 738-2211 FAX (213) 637-0821

LISA M. GARRETT
DIRECTOR OF PERSONNEL

August 9, 2019

To: Each Supervisor

From: Lisa M. Garrett
Director of Personnel

ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT EXTENSION WITH CONTRACTORS PROVIDING OCCUPATIONAL HEALTH MEDICAL EXAMINATION SERVICES AND OCCUPATIONAL HEALTH MOBILE MEDICAL EXAMINATION SERVICES

This memorandum is to provide advance notification to your Board that the Department of Human Resources (DHR) intends to enter into sole source negotiations with existing Master Agreement Contractors to extend two Master Agreements, for Occupational Health Medical Examination Services and Occupational Health Mobile Medical Examination Services, for up to 18 months.

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 and at least four weeks prior to commencing contract negotiations. This policy also applies to amendments to existing contracts when departments do not have delegated authority to execute such amendments.

The current Master Agreements for Occupational Health Medical Examination Services with Irwindale Industrial Clinic, MemorialCare Medical Foundation, SCV Quality Care, and Westchester Medical Group, and for Occupational Health Mobile Medical Examination Services with Glendale Adventist Medical Center will expire on December 31, 2019. All current master agreements were executed as the result of competitive solicitations conducted by the Chief Executive Office. These Master Agreements were executed for contract terms commencing on January 1, 2013 through December 31, 2017. Pursuant to Board approval on September 5, 2017, the Master Agreements were extended through December 31, 2019. There are no further extensions available on either of the Master Agreements.

These contract services provide occupational health medical examination services, through in-clinic or mobile delivery, to County departments. The services include post-offer/pre-employment medical examinations, periodic medical examinations of County employees as required by various regulatory agencies, and wellness medical examinations of County employees provided for under Memoranda of Understanding with County bargaining groups. The services are provided on an as-needed basis, depending on the needs and requirements of County departments.

The DHR Occupational Health Programs (OHP) coordinates these contracted examination services on behalf of County departments. OHP, in partnership with County Counsel and a subject matter expert consultant, is in the process of re-engineering its operations to 1) ensure alignment with federal and State laws, and 2) review, develop and implement new policies and procedures for Countywide utilization. The extension of the two current Master Agreements will ensure the uninterrupted provision of these critical examination services and will allow completion of the re-engineering of Countywide occupational health processes. Issuance of a competitive solicitation based on the completed re-engineered operations will ensure that the solicitation and new master agreement requirements are in alignment with federal and State laws and new County policies and procedures. DHR will issue a single, consolidated solicitation and a resulting Master Agreement to replace the two current master agreements. This will provide a more efficient, cost-effective and streamlined solicitation process for potential contractors and the County, in addition to providing opportunities for an expanded network of service providers for County departments.

DHR acknowledges that the requirement in Board Policy 5.100 to provide your Board with six month advance notice of the intent to enter sole source negotiations was not met. It was recently concluded that additional time is required to complete elements of the re-engineering process; these elements will inform the solicitation requirements. In consultation with County Counsel, it was determined that the issuance of a competitive solicitation should be delayed until the completion of the re-engineering process. This will ensure that the solicitation requirements are in alignment with federal and State law, as well as the new County policies and procedures. The solicitation is planned for release by summer 2020, which will provide sufficient time for replacement Master Agreements to be executed.

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:ag

c: Chief Executive Officer
Executive Officer, Board of Supervisors

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	10/1/2019	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Department of Human Resources (DHR)	
SUBJECT	Amendment to Contract for Short-Term Disability, Long-Term Disability and Survivor Benefits Third-Party Administration Services	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: 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 was the result of a competitive solicitation. The contract will expire on December 31, 2019; there are no extensions available. DHR is currently working on a competitive solicitation for the replacement contract.	
DEADLINES/ TIME CONSTRAINTS	The current agreement expires on December 31, 2019.	
COST & FUNDING	Total cost: \$ 10,605,300	Funding source: Funding for this contract is included in the DHR budget. Costs are partially offset by monthly premiums paid by eligible plan participants through payroll deductions.
	TERMS (if applicable): N/A	
	Explanation: The total contract maximum cost for the initial five-year contract period was \$8,750,292, payable in annual, fixed fees for each contract year, plus expenses. The annual fee to be paid to Sedgwick for the one-year extension is \$1,855,008, with a corresponding increase in the total contract maximum cost to \$10,605,300, plus expenses. The annual fee for the one-year extension period reflects no increase from the annual rate for the current contract year five (5).	
PURPOSE OF REQUEST	This is to request a one-year extension of the current contract for STD, LTD and SB Third-Party Administration Services, extending the contract expiration through December 31, 2020. This extension will ensure the seamless continuation of third-party administration services until the execution of the replacement contract.	
BACKGROUND (include internal/external issues that may exist)	The third-party administration 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 current Sedgwick contract was the result of a competitive solicitation. The solicitation was posted on the County's "Doing Business With Us" website, advertisements were placed in numerous newspapers within Los Angeles County, and notices were sent to three firms who had expressed an interest in receiving the solicitation. Only one proposal was received, from Sedgwick, the current provider.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Maggie Martinez, Assistant Director mmartinez@hr.lacounty.gov (213) 351-2921 • Ben Kemper, Senior Human Resources Manager bkemper@hr.lacounty.gov (213) 738-2255 	



COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS
579 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
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BRANCH OFFICE
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010
(213) 738-2211 FAX (213) 637-0820

LISA M. GARRETT
DIRECTOR OF PERSONNEL

October 1, 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:

**AMENDMENT TO CONTRACT FOR
SHORT-TERM DISABILITY, LONG-TERM DISABILITY AND SURVIVOR BENEFITS
THIRD-PARTY ADMINISTRATION SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Approve amendment to extend the contract with Sedgwick Claims Management Services, Inc. (Sedgwick) for one year to provide third-party administrative services for the County of Los Angeles (County) Leave Management Program (Program). The Program provides benefits for Short-Term Disability (STD), Long-Term Disability (LTD) and Survivor Benefits (SB) to eligible County employees.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached amendment to the Contract with Sedgwick (Contract No. 78290) for a one-year extension, effective January 1, 2020 to December 31, 2020, at a total annual contract cost not to exceed \$1,855,008, plus expenses.
2. Authorize an increase in the total Contract base cost from \$8,750,292 to \$10,605,300, a \$1,855,008 increase for the one-year extension period annual fees.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County has utilized the services of a third-party administrator since 1987 to process employee LTD and SB claims, and since 1991 to process STD claims for eligible MegaFlex employees. These services are provided through the Department of Human Resources' (DHR) Disability Benefits Unit which is responsible for the administration and operations of the County's STD, LTD, and SB plans, and ensuring full benefits to eligible County employees and their beneficiaries. DHR is currently working on a solicitation for the replacement of the current Contract which will expire on December 31, 2019. Approval of this amendment will extend the term of the Contract through December 31, 2020, ensuring a seamless continuation of claims processing until the execution of the replacement contract.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal III - Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that eligible County employees receive the disability benefits they are entitled to timely and efficiently. The Contract will ensure that claims are processed in a fiscally responsible manner, in accordance with the intended provisions of the County Code.

FISCAL IMPACT/FINANCING

Under the current five-year Contract, Sedgwick is paid fixed annual fees, with 3% increases in the annual fee for each contract year. These flat annual fees include all costs incurred by Sedgwick in processing claims, but does not include "pass through" costs 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" costs of \$250 per claim, with Sedgwick absorbing all incurred costs under \$250 per claim.

The fixed annual fee for the one-year extension period in 2020 is \$1,855,008; this reflects no cost increase from the fixed annual fee for the 2019 contract year. The total Contract maximum will increase from \$8,750,292 to \$10,605,300 due to the annual fixed fee for the one-year extension period.

The costs for this Contract are partially offset by monthly premiums paid by eligible plan participants through payroll deductions. Funding for this Contract is included in the DHR Fiscal Year 2019-20 Adopted Budget, and will also be included in the following fiscal year's budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached amendment has been approved as to form by County Counsel and includes all of the required terms and conditions, including requirements regarding contractor compliance with Default Method of Payment: Direct Deposit or Electronic Funds Transfer, County's Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices and the County Policy of Equity.

This is not a "Proposition A" Contract; therefore, it is not subject to the County Living Wage Ordinance, Los Angeles County Code Chapter 2.201.

CONTRACTING PROCESS

On November 12, 2013, the Chief Executive Office (CEO) released a Request for Proposals (RFP). The solicitation was posted on the County's website, advertisements were placed in numerous newspapers, and notices were sent to three firms who had expressed an interest in receiving the solicitation. In the course of preparing the RFP, the CEO conducted research to obtain a list of possible vendors that were qualified to provide disability claims administration services. It was found that LTD and STD third-party claims administration is a specialized field in which the number of qualified vendors is extremely limited. Most of the firms were located out-of-state, with no regional offices in California, which was a requirement of the Contract. The proposal from Sedgwick was the only proposal received in response to the solicitation.

The current contract with Sedgwick resulted from this solicitation and was executed by the CEO on November 5, 2014. It will expire on December 31, 2019, and there are no extensions available.

On June 13, 2019, your Board was provided notice of DHR's intent to negotiate a sole source, one-year extension of the current Contract term through December 31, 2020. The Sole Source Checklist is attached. Based on the subsequent negotiations with Sedgwick, DHR is recommending a one-year term extension.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will provide for uninterrupted third-party administrations services for STD, LTD and SB claims pursuant to the current Contract with Sedgwick, and pending Board-approval of a replacement Contract.

CONCLUSION

Please return three (3) adopted copies of this Board letter to DHR. It is requested that the Executive Officer notify Merrye Atkinson, DHR Contracts Section, at (213) 974-8426 when the documents are available.

Respectfully submitted,

LISA M. GARRETT
Director of Personnel

LMG:PAM:MGM
BK:DRJ:MA:tdb

Attachment

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

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**COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES
SHORT-TERM DISABILITY, LONG-TERM DISABILITY AND SURVIVOR BENEFITS
THIRD PARTY ADMINISTRATION SERVICES
CONTRACT NO. 78290**

AMENDMENT FOUR

This Amendment Four to the Contract for the provision of Short-Term Disability, Long-Term Disability and Survivor Benefits Third Party Administration Services, Contract No. 78290 ("Contract"), is made and entered into on this _____ day of _____ 2019, by and between the County of Los Angeles ("County") and Sedgwick Claims Management Services, Inc. ("Contractor"):

WHEREAS, on November 5, 2014, the County and Contractor entered into the Agreement for Short-Term Disability, Long-Term Disability and Survivor Benefits Third Party Administration Services; and

WHEREAS, the term of the Contract is for up to five (5) years, consisting of an initial three-year term effective January 1, 2015 through December 31, 2017, and two (2) optional one-year extensions through no later than December 31, 2019; and

WHEREAS, on May 18, 2016, the County and the Contractor executed Amendment One to change references to the "Chief Executive Office" and "CEO" to the "Department of Human Resources" and "DHR"; and

WHEREAS, on December 6, 2017, the County and Contractor executed Amendment Two to extend the Contract term for one (1) additional one-year period from January 1, 2018 through December 31, 2018; and

WHEREAS, on December 20, 2018, the County and Contractor executed Amendment Three to extend the Contract term for one (1) additional one-year period from January 1, 2019 through December 31, 2019 and to provide County consent to The Carlyle Group becoming the majority owner of Sedgwick, Inc., the ultimate parent of Sedgwick Claims Management Services, Inc., from its then-current majority shareholder Kohlberg Kravis Roberts & Co (KKR); and

WHEREAS, on December 31, 2019, this Contract is set to expire, and the County and Contractor desire to extend the term of this Contract an additional 12 months from January 1, 2020 to December 31, 2020; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Paragraph 8.0 (Standard Terms and Conditions), Subparagraph 8.1 (Amendments and Change Notices);

NOW THEREFORE, County and Contractor mutually agree as follows:

I. Pursuant to Paragraph 8.0 (Standard Terms and Conditions), Subparagraph 8.1 (Amendments and Change Notices), the following amendments shall be made to the Contract:

A. Paragraph 4.0 (Term Of Contract) is deleted in its entirety and replaced to read as follows:

“4.0 TERM OF CONTRACT

4.1 The term of this Contract shall commence upon execution by the County's Board of Supervisors and shall continue through December 31, 2020, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor shall notify the Department of Human Resources (DHR) when this Contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, the Contractor shall send written notification to DHR at the address herein provided in Exhibit E (County's Administration).”

B. Paragraph 5.0 (Contract Sum) is modified to add Subparagraph 5.6, to read as follows:

“5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct

deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.”

C. Subparagraph 8.2 (Assignment and Delegation) is deleted in its entirety and replaced to read as follows:

“8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

8.2.1 The Contractor shall notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of such pending acquisition/merger, then it should notify the County of the actual acquisition/merge as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of

same by any person or entity other than the 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."

- D. Paragraph 8.0 (Standard Terms and Conditions) is modified to add Subparagraphs 8.54 through 8.57 to read as follows:

"8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 INTENTIONALLY OMITTED

8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected

characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability."

F. Exhibit B (Pricing Schedule) is deleted in its entirety and replaced with revised Exhibit B (Pricing Schedule), which is attached hereto and incorporated herein by reference.

II. Contractor represents and warrants that the person(s) executing this Amendment Three on behalf of Contractor is an authorized agent who has the actual authority to bind Contractor to each and every term, condition and obligation of this Amendment Number Three.

III. Except for the changes set forth herein, all other terms and conditions of the Contract shall remain in full force and effect.

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**PRICING SCHEDULE
CONTRACTOR'S RATES**

PROGRAM	MONTHLY FEE PER PROGRAM					
	CONTRACT YEAR 1 (2015)	CONTRACT YEAR 2 (2016)	CONTRACT YEAR 3 (2017)	CONTRACT YEAR 4 (2018)	CONTRACT YEAR 5 (2019)	CONTRACT YEAR 6 (2020)
LTD	\$113,177	\$116,572	\$120,069	\$123,671	\$127,381	\$127,381
SB	\$7,482	\$7,706	\$7,937	\$8,175	\$8,420	\$8,420
STD	\$16,688	\$17,189	\$17,705	\$18,236	\$18,783	\$18,783
TOTAL MONTHLY COST	\$137,347	\$141,467	\$145,711	\$150,082	\$154,584	\$154,584
TOTAL ANNUAL COST – ALL PROGRAMS	\$1,648,164	\$1,697,604	\$1,748,532	\$1,800,984	\$1,855,008	\$1,855,008

Notes:

Prices are firm and fixed for Contract Years 1-6. Costs shall include all costs incurred by Contractor in handling submitted claims, except those performed by third-party vendors, referred to as "pass-through expenses" that are more than \$250. Contractor will pay all such expenses that are less than \$250.

EXHIBIT B

Such pass-through expenses, listed below, must be billed by Contractor to County within three (3) months of the submission of the original invoices to Contractor by the service providers. County will not pay for the allocated expense if invoice is received more than three (3) months following submission of original invoice to Contractor.

- Independent medical examinations/functional capacity evaluations.
- Vocational evaluations
- Special investigation unit services
- Physician advisory services/peer reviews
- Second/third opinion evaluations

IN WITNESS WHEREOF, the Contractor has duly executed this Amendment Four to above stated County Contract and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

CONTRACTOR:

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Richard D. Bloom
Principal Deputy County Counsel

IN WITNESS WHEREOF, the Contractor has duly executed this Amendment Four to above stated County Contract and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

CONTRACTOR:

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.

By:  _____
Signature

Michael Shook

Printed Name

Senior Vice President

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Richard D. Bloom
Principal Deputy County Counsel

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

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.
✓	<p>➤ 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.</p> <p>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-part 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.</p> <p>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.</p>
	➤ 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.



Chief Executive Office

5-29-19

Date



COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

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LISA M. GARRETT
DIRECTOR OF PERSONNEL

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

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 "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."
	➤ 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.
✓	<p>➤ 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.</p> <p>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-part 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.</p> <p>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.</p>
	➤ 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.

	<p>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ 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).</p>
	<p>➤ 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>

[Handwritten Signature]

Chief Executive Office

5-29-17

Date

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	10/1/2019	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Department of Human Resources (DHR)	
SUBJECT	Amendment to Contract for Unemployment Insurance Claims Third-Party Administration Services	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The current Board-approved contract with TALX Corporation, provider of Equifax Workforce Solutions (“TALX”) for the provision of Unemployment Insurance Claims Third-Party Administration Services was the result of a competitive solicitation. The contract will expire on January 31, 2020; there are no extensions available. DHR is currently working on a competitive solicitation for the replacement contract.	
DEADLINES/ TIME CONSTRAINTS	The current agreement expires on January 31, 2020.	
COST & FUNDING	Total cost: \$ 177,166	Funding source: Funding for this contract is included in the DHR budget, and individual departments are billed based on their budgeted positions.
	TERMS (if applicable): N/A	
	Explanation: The total contract maximum cost for the initial seven-year contract period was \$154,441, payable in annual, all-inclusive fixed fees of \$22,063 per year. The annual fee to be paid to TALX for the one-year extension period is \$22,725, with a corresponding increase in the total contract maximum cost to \$177,166. The annual fee for the extension period reflects a 3% increase over prior years’ annual fees.	
PURPOSE OF REQUEST	This is to request a one-year extension of the current contract for Unemployment Insurance Claims Third-Party Administration Services, extending the contract expiration through January 31, 2021. This extension will ensure the seamless continuation of unemployment claims third-party administration services until the execution of the replacement contract.	
BACKGROUND (include internal/external issues that may exist)	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.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Maggie Martinez, Assistant Director mmartinez@hr.lacounty.gov (213) 351-2921 • Ben Kemper, Senior Human Resources Manager bkemper@hr.lacounty.gov (213) 738-2255 	



**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES**

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

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

LISA M. GARRETT
DIRECTOR OF PERSONNEL

October 1, 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:

**AMENDMENT TO CONTRACT FOR UNEMPLOYMENT INSURANCE
CLAIMS THIRD-PARTY ADMINISTRATION SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Approve amendment to extend the contract with TALX Corporation, provider of Equifax Workforce Solutions (TALX) to provide unemployment insurance claims third-party administration services for an additional one-year period.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached amendment to the contract with TALX (Contract No. 77904) for a one-year extension, effective February 1, 2020 to January 31, 2021, at a total annual contract cost not to exceed \$22,725.
2. Authorize an increase in the total Contract cost from \$154,441 to \$177,166, a \$22,725 increase for the one-year extension period annual fee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County has utilized the services of a third-party administrator since 1978 to provide comprehensive unemployment insurance claims third-party administration (TPA) services.

Unemployment insurance claims administration includes: comprehensive claims administration, auditing of charges and credits for claims reported by the State of California Employment Development Department, representation at hearings before the State of California Unemployment Insurance Appeals Board, record keeping, comprehensive reporting, and conducting seminars for County human resources personnel. 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 needed to perform the services. 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 Department of Human Resources (DHR) is currently working on a solicitation for the replacement of the current Contract which will expire on January 31, 2020; there are no extensions available. Extension of the current contract is needed to ensure service continuity pending the effective date of a new contract.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal III - Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that County employees filing claims for unemployment compensation benefits upon termination of employment or reduction of hours receive the benefits they are entitled to timely and efficiently. The Contract will also ensure that claims are processed in a fiscally responsible manner, in accordance with the intended provisions of the County Code.

FISCAL IMPACT/FINANCING

Under the current seven-year Contract, TALX is paid fixed annual fees of \$22,063 for all services, with no increases in the annual fee for each contract year. The fixed annual fee to be paid to TALX for the one-year extension is \$22,725, which reflects a \$662 or three percent (3%) increase. The total contract maximum will increase from \$154,441 to \$177,166 due to the annual fixed fee for the one-year extension period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Amendment One has been approved as to form by County Counsel. During negotiations for this one-year extension, the contractor did not agree to include modifications to the Contract regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, County's Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices and the County Policy of Equity.

This is not a "Proposition A" Contract; therefore, it is not subject to the County Living Wage Ordinance, Los Angeles County Code Chapter 2.201.

CONTRACTING PROCESS

The current contract with TALX resulted from a competitive solicitation and was executed on January 8, 2013. On June 21, 2012, DHR released a Request for Proposals (RFP) for Unemployment Insurance Claims Administrative Services. The solicitation was posted on the County's "Doing Business With Us" website, advertisements were placed in numerous newspapers and notices were sent to ten firms who had expressed an interest in receiving the solicitation. Five proposals were received in response to the solicitation, with two proposals being disqualified. Of the three qualified proposals being evaluated, TALX received the highest overall score and had the lowest cost.

On June 13, 2019, your Board was provided notice of DHR's intent to negotiate a sole source, one-year extension of the current Contract term through January 31, 2021. The Sole Source Checklist is attached. Based on subsequent negotiations with TALX, DHR is recommending a one-year term extension.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will provide for uninterrupted third-party administration services for unemployment insurance claims pursuant to the current Contract with TALX, and pending Board approval of a replacement contract.

CONCLUSION

Please return three (3) adopted copies of this Board letter to DHR. It is requested that the Executive Officer notify Merrye Atkinson, DHR Contracts Section, at (213) 974-8426 when the documents are available.

Respectfully submitted,

LISA M. GARRETT
Director of Personnel

LMG:PAM:MGM
BK:DJ:MA:tdb

Attachment

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

**COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES
UNEMPLOYMENT INSURANCE CLAIMS ADMINISTRATION SERVICES
CONTRACT NO. 77904**

AMENDMENT ONE

This Amendment One (the "Amendment") to the Contract for the provision of Unemployment Insurance Claims Administration Services, Contract No. 77904 ("Contract"), is entered into as of this 13th day of August, 2019 ("Effective Date") by and between the County of Los Angeles ("County") and TALX Corporation, provider of Equifax Workforce Solutions ("Contractor"):

WHEREAS, on January 8, 2013, the County and Contractor entered into the agreement for administration services for unemployment insurance claims administration services;

WHEREAS, the term of the Contract is for up to seven (7) years, consisting of an initial five (5) year term effective February 1, 2013 through January 31, 2018, and two (2) one-year optional extensions through January 31, 2020; and

WHEREAS, on January 31, 2020, this Contract is set to expire, and the County and Contractor desire to extend the term of this Contract an additional 12 months from February 1, 2020 through January 31, 2021; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Paragraph 10.0 (Standard Terms and Conditions), Subparagraph 10.4 (Change Orders and Amendments);

NOW THEREFORE, County and Contractor mutually agree as follows:

- I. Pursuant to Paragraph 10.0 (Standard Terms and Conditions), Subparagraph 10.4 (Change Orders and Amendments), the following amendments shall be made to the Contract:
 - A. Paragraph 6.0 (Term) is deleted in its entirety and replaced to read as follows:

"6.0 TERM

- 6.1 The term of this Contract shall commence effective February 1, 2013 and shall continue through January 31, 2021, unless terminated in whole or in part, as provided in this Contract.
- 6.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 6.3 The Contractor shall notify the Department of Human Resources (DHR) when this Contract is within six (6) months from the

expiration of the term as provided for herein above. Upon occurrence of this event, the Contractor shall send written notification to DHR at the address herein provided in Exhibit E (County's Administration)."

- B. Paragraph 7.2 (Maximum Contract Sum) is deleted in its entirety and replaced to read as follows:

"7.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Contract for the Term. The Maximum Contract Sum for this Contract, authorized by County hereunder, shall in no event, expressly or by implication, exceed **One Hundred Seventy Seven Thousand One Hundred Sixty Six Dollars (\$177,166).**"

- C. Exhibit B (Fee Schedule) is deleted in its entirety and replaced with revised Exhibit B (Fee Schedule), which is attached hereto and incorporated herein by reference.

- II. Contractor represents and warrants that the person(s) executing this Amendment One on behalf of Contractor is an authorized agent who has the actual authority to bind Contractor to each and every term, condition and obligation of this Amendment Number One.
- III. Except for the changes set forth herein, all other terms and conditions of the contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the Contractor has duly executed this Amendment One to above stated County Contract, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

CONTRACTOR:

TALX CORPORATION, PROVIDER OF
EQUIFAX WORKFORCE SOLUTIONS

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 

Richard D. Bloom
Principal Deputy County Counsel

IN WITNESS WHEREOF, the Contractor has duly executed this Amendment One to above stated County Contract, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

CONTRACTOR:

TALX CORPORATION, PROVIDER OF
EQUIFAX WORKFORCE SOLUTIONS

By: 
Signature

Oscar Martinez
Printed Name

Sales Enablement Leader
Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Richard D. Bloom
Principal Deputy County Counsel

**EXHIBIT B
FEE SCHEDULE**

The annual fee to be paid to EWS for the Service to be rendered under this contract for Client shall be \$22,063.00 per year for Years 1 – 7 (February 1, 2013 – January 31, 2020), payable in equal monthly installments of \$1,838.58. The annual fee to be paid to EWS for the Service to be rendered under this contract for Client shall be \$22,725 for Year 8 (February 1, 2020 – January 31, 2021), payable in equal monthly installments of \$1,893.75. This fee is inclusive for all unemployment claims, hearings, auditing, reporting, and training services.

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

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.
✓	<p>➤ 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.</p> <p>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.</p> <p>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.</p>
	➤ 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.

[Handwritten Signature]

Chief Executive Office

5-29-19

Date



COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

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

BRANCH OFFICE
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010
(213) 738-2211 FAX (213) 637-0821

LISA M. GARRETT
DIRECTOR OF PERSONNEL

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.

Each Supervisor
June 13, 2019
Page 2

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

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 "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."
	➤ 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.
✓	<p>➤ 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.</p> <p>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.</p> <p>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.</p>
	➤ 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.

[Handwritten Signature]

Chief Executive Office

5-29-19

Date

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	NA	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Department of Public Health (DPH)	
SUBJECT	Notice of Intent to Negotiate a New Sole Source Contract with Sunquest Information Systems, Inc. for the Provision of a Laboratory Information System	
PROGRAM	Public Health Laboratory	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The cost in terms of a new system-wide design, build, and testing of a new laboratory information system by a different vendor including the costs for user training, implementation, and post-evaluation studies would not be cost-effective.	
DEADLINES/ TIME CONSTRAINTS	The current contract expires January 31, 2019.	
COST & FUNDING	Total cost: \$ TBD	Funding source: Various
	TERMS (if applicable): Effective date of Board approval through January 31, 2025, with an option to extend for two (2) additional one-year terms through January 31, 2027.	
	Explanation: Approval of the new contract is projected to be presented to your Board in January 2020.	
PURPOSE OF REQUEST	The Sunquest laboratory information system is a critical component needed to support DPH's protection of the public against diseases, including diagnosis and assessment of communicable disease, outbreak response, and investigations related to chronic health issues.	
BACKGROUND (include internal/external issues that may exist)	The County has had a contract with Sunquest for Clinical Laboratory Information System (LIS) since 1997 through either Internal Services Department or the Department of Health Services (DHS). While this agreement currently includes both the DHS and DPH, DHS has indicated they are currently only utilizing LIS for read-only access and not for active data management, while DPH utilizes it fully. Therefore, upon the January 31, 2020 expiration of the current Agreement, DHS and DPH will have separate agreements with Sunquest.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Nicole Green, Director, Public Health Laboratories, (562) 658-1352, nicgreen@ph.lacounty.gov 	

SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

New Sole Source Contract Sunquest Information Systems, Inc.

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 prices competition are not available. <i>A monopoly is an "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.
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	➤ Services provided by other public or County-related entities.
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	➤ 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 with 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 options periods.
	➤ Maintenance and 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 non-profit organization).
√	<p>➤ 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> <p>It is in the best interest of the County to continue services under a new sole source contract as the Public Health Laboratory Sunquest information system has been highly customized. The cost in terms of a new system-wide design, build, and testing of a new laboratory</p>

	information system by a different vendor including the costs for user training, implementation, and post-evaluation studies would not be cost-effective.
--	--

Chief Executive Office

Date



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
Health Officer

CYNTHIA A. HARDING, M.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

September 11, 2019

TO: Each Supervisor

FROM: Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

**SUBJECT: NOTICE OF INTENT TO NEGOTIATE A NEW SOLE SOURCE
CONTRACT WITH SUNQUEST INFORMATION SYSTEMS, INC. FOR
THE PROVISION OF A LABORATORY INFORMATION SYSTEM**

This is to notify you that the Department of Public Health (DPH) intends to begin sole source contract negotiations with Sunquest Information Systems, Inc. (Sunquest) for the provision of Laboratory Information System.

This notice is being sent in accordance with Board Policy 5.100, which states that County departments that intend to negotiate a sole source service contract for Board approval must provide advance written notice to your Board at least four (4) weeks prior to commencing contract negotiations for a new contract.

Background

On December 9, 1997, the County, through Internal Services Department (ISD), entered into Purchase Order Agreement Number 5692, with Sunquest for the provision of the Clinical Laboratory Information System (LIS) and implementation services, as modified and extended by Amendments. On October 16, 2007, the County and Sunquest also entered into Agreement Number 76372 for the provision of Professional Services.

Subsequently, on February 1, 2010, the County, again through ISD, entered into MA-IS 1040326, which superseded the LIS Agreement. While this agreement currently includes both the Department of Health Services (DHS) and the Department of Public

Each Supervisor
September 11, 2019
Page 2

Health (DPH), DHS has indicated they are currently only utilizing LIS for read-only access and not for active data management, while DPH utilizes it fully. Therefore, upon the January 31, 2020 expiration of the current Agreement, DHS and DPH will have separate agreements with Sunquest.

The Sunquest agreement covers the following: Sunquest software licensing and use, Sunquest system servers and related hardware, Sunquest system client and instrument interfaces, application software including test areas and report building programs, third-party related system software, system service and hardware support, change orders, and Sunquest system maintenance.

The Sunquest laboratory information system is a critical component needed to support DPH's protection of the public against diseases, including diagnosis and assessment of communicable disease, outbreak response, and investigations related to chronic health issues. Sunquest laboratory information system allows for real-time disease reporting as it is directly interfaced with public health communicable disease reporting databases. Furthermore, there are several hundred fully-trained DPH users that use and rely on the Sunquest laboratory information system for core business processes.

In addition, DPH Laboratory serves as the reference laboratory to provide testing services for the city of Pasadena. On occasion and as needed, the DPH Laboratory performs testing for the state Public Health Laboratory, San Bernardino County, Orange County, Kern County, Ventura County, and other nearby local jurisdictions for surge support and emerging infectious diseases. Five high-volume external community based and non-DPH clinics are also directly interfaced to the public health laboratory using Sunquest with additional clinics planned.

Justification for Sole Source Agreement

Over the years, the Sunquest LIS software has been customized, enhanced, and configured to support specific DPH Laboratory business processes. The Sunquest LIS software is interfaced with DPH and DHS clinics and hospitals, external non-County clients, and public health laboratory instruments for the purpose of electronic test ordering, electronic test reporting, analytic instrument test orders, and communicable disease reporting. Years of configuring test workflows, test and results coding, reporting and business logic were invested to reach the current robust capability level. The cost in terms of a new system-wide design, build, and testing of a new laboratory information system by a different vendor including the costs for user training, implementation, and post-evaluation studies would not be cost-effective.

Sunquest has been an excellent partner and they are responsive to the County's needs. They have kept the Public Health Laboratory's information system running at exemplary levels. For the foregoing reasons, it is in the best interest of the County to develop a new contract and continue our relationship with Sunquest.

Each Supervisor
September 11, 2019
Page 3

Impact to DPH if Sole Source Contract is Not Approved

Failure to execute a sole source contract would result in the inability of DPH Laboratory to continue operations. The Sunquest laboratory information system is a critical informatics software used to support sample management, client orders, test resulting, and data exchange. The DPH Laboratory has high-volume interfaced clients, and with over 500,000 tests resulted annually, manual operations are not possible. In addition, DPH Laboratory would not be able to maintain regulatory compliance with federal, State, and local laboratory regulations for electronic data exchange and public health reporting purposes.

Alternative Plan

There is no viable alternative plan if the sole source contract with Sunquest is not approved.

Timeline

DPH intends to commence contract negotiations with Sunquest four (4) weeks from the date of this memorandum. The Board letter requesting approval to execute the sole source contract with Sunquest for services effective date of Board approval through January 31, 2025, with an option to extend for two (2) additional one-year terms through January 31, 2027, is projected to be presented to your Board in January 2020.

If you have any questions or require additional information, please let me know.

BF:ld
#04651

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

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	9/17/2019	
SUPERVISORIAL DISTRICT AFFECTED	ALL	
DEPARTMENT	CEO	
SUBJECT	Film and Photography Permitting Services Contract renewal	
PROGRAM	Film and Still Photography	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Contract was executed in 2009 as a sole source given the expertise that FilmLA has relative to coordinating the County's permitting process	
DEADLINES/ TIME CONSTRAINTS	Contract expires September 21, 2019	
COST & FUNDING	Total cost: \$0	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Approve Amendment #2 to the FilmLA Agreement	
BACKGROUND (include internal/external issues that may exist)	2009 Agreement allowed for two 5-year renewal options in addition to the original term of five years for a total of fifteen years.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Gary Smith, Principal Analyst/Film and Digital Media Liaison, 213-974-2504 gsmith@ceo.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>

SACHI A. HAMAI
Chief Executive Officer

August 21, 2019

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

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

Dear Supervisors:

**SECOND AMENDMENT
FOR FILM AND STILL PHOTOGRAPHY PERMITTING SERVICES AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This letter recommends exercising the second five-year and final option for FilmLA to continue film and still photography permitting services and update the Agreement's administrative terms.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the record of the project.
2. Approve and instruct the Chair of the Board of Supervisors to execute Amendment Number Two to Agreement No. 77080 for Film and Still Photography Permitting Services with FilmL.A., to extend the Agreement from September 21, 2019 to September 20, 2024 and provide updated administrative terms.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act ("CEQA") and allow FilmLA to continue providing film and still photography permitting services for the County of Los Angeles ("County") as first approved by your Board on September 22, 2009.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This recommended action supports Goal 1, Operational Effectiveness/Fiscal Sustainability of the County's Strategic Plan by continuing to receive accurate, efficient, and responsive film and still photography permit coordination services.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund with this recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County and FilmLA entered into Agreement Number 77080 for Film and Still Photography Permitting Services on September 22, 2009 ("Agreement") for an initial term of five (5) years with two optional five year extensions. The Agreement provides the County the sole option to extend the term for up to two (2) five (5) year additional periods, for a maximum total term of fifteen (15) years. The County exercised its first option to extend the term of the Agreement, which currently expires on September 21, 2019, and also sought modifications to the Agreement's terms ("Amendment No.1").

The County now seeks to exercise its second option to extend the term of the Agreement for an additional five (5) years from September 21, 2019 through and including September 20, 2024 and to amend the Agreement to update several administrative terms ("Amendment No.2"). The administrative terms requiring update include FilmLA's address, the County's project manager, nondiscrimination and affirmative action provisions, permit application fee clarification, permit application fee payment options, and the Executive Office contact.

The remainder of the Agreement would remain unchanged.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The Project, to approve a contract amendment for film and still photography permitting services, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in section 15304(e) of the State CEQA Guidelines ("Guidelines"). In addition, based on the proposed project records, it 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 it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The Honorable Board of Supervisors
August 21, 2019
Page 3

Upon your Board's approval of the recommended actions, the Chief Executive Office will file a Notice of Exemption with the County Clerk in accordance with Public Resources Code section 21152.

CONTRACTING PROCESS

Amendment No.2 will be the final extension under the Agreement. Thereafter, a new Agreement will have to be negotiated and approved by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,

Sachi A. Hamai
Chief Executive Officer

SAH: FD:JO
GS:AN

Attachments

- c: Executive Office, Board of Supervisors
- County Counsel
- FilmLA
- Department of Animal Care and Control
- Department of Arts and Culture
- Department of Beaches and Harbors
- Department of Health Services
- Department of the Medical Examiner – Coroner
- Department of Military and Veterans Affairs
- Department of Parks and Recreation
- Department of Public Social Services
- Department of Public Works

The Honorable Board of Supervisors
August 21, 2019
Page 4

Department of Regional Planning
Fire Department
Library
Sheriff

**AMENDMENT NUMBER TWO
TO
AGREEMENT NUMBER 77080
FOR FILM AND STILL PHOTOGRAPHY PERMITTING SERVICES**

THIS AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 77080 (hereinafter "Amendment No.2") is entered into by and between the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter "County") and FILM L.A. INC. (hereinafter "Contractor"), effective upon execution by the County Board of Supervisors.

A. WHEREAS, the County and Contractor entered into Agreement Number 77080 for Film and Still Photography Permitting Services on September 22, 2009 ("Agreement") for an initial term of five (5) years with two optional five year extensions; and

B. WHEREAS, the Agreement provides the County the sole option to extend the term for up to two (2) five (5) year additional periods, for a maximum total term of fifteen (15) years; and

C. WHEREAS, the County exercised its first option to extend the term of the Agreement, which currently expires on September 21, 2019, and sought modifications to its terms ("Amendment No.1"), and

D. WHEREAS, the County seeks to exercise its second option to extend the term of the Agreement for an additional five (5) years from September 21, 2019 through and including September 20, 2024; and

E. WHEREAS, the County and Contractor also seek to modify the Agreement in order to provide for updated administrative terms.

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

FIRST: The Agreement's preamble providing Contractor's business address shall be revised and replaced with the following: Contractor is located at 6255 West Sunset Boulevard, 12th Floor, Los Angeles, California 90028.

SECOND: Paragraph 4.0 (Term) is amended to add the following:

4.1.2 SECOND EXTENDED TERM. The term of the Agreement is extended an additional five (5) years from September 21, 2019 through and including September 20, 2024, commencing upon execution by County's Board of

Supervisors, unless sooner terminated, in whole or in part, as provided in this Agreement.

THIRD: Paragraph 8.24.1, fourth bullet, providing the County mailing address for required endorsements shall be revised and replaced as follows:

County of Los Angeles
Chief Executive Office
Economic Development Division
500 West Temple Street, Room 723
Los Angeles, California 90012
Attention: Gary Smith, Project Manager

FOURTH: Paragraphs 8.28.1 through 8.28.5 are revised and replaced as follows:

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D – Contractor's EEO Certification*.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, marital status, or political

affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

FIFTH: Exhibit A – Statement of Work – Subsection C. providing the Executive Office contact shall be revised and replaced with the following:

Hanna Cheru
Administrative Deputy
County of Los Angeles
Executive Office of the Board of Supervisors
Kenneth Hahn Hall of Administration Room 383
Los Angeles, California 90012
(213) 974-9700
hcheru@bos.lacounty.gov

SIXTH: Exhibit A – Statement of Work – Subsection G. is amended to add the following as the first and last paragraph:

- G. For performance of the services required hereunder, Contractor shall charge Permittee Permit Application Fees and may retain such Permit Application Fees for its operating expenses.

Contractor may charge Permit Application Fees for each and any service Contractor provided under this Contract. The Contractor may offer its customers a discount for the purpose of inducing payment by cash, check, or other means not involving the use of a credit card, provided the Contractor does not deduct the discount from any County Fees required to be remitted to the County. In the alternative, if permitted by law, the Contractor may charge a surcharge to those customers who elect to pay by credit card.

SEVENTH: Exhibit E – County Administration – shall be replaced with Exhibit E.1 as reflected in Attachment A to this Amendment Number TWO.

EIGHTH: Except as expressly provided in this Amendment No.2, all other change notices, provisions, terms, and conditions will remain the same and in full force and effect.

NINTH: Contractor represents and warrants that the person executing this Amendment No.2 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment No.2 for and that all requirements of the Contractor have been fulfilled to provide such actual authority.

(Signature page follows)

IN WITNESS WHEREOF, the County of Los Angeles, by order of the Board of Supervisors has caused this Amendment No.2, to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment No.2, or caused it to be duly executed by the duly authorized officer.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
Los Angeles County
Board of Supervisors

By _____

FILML.A. INC.

Signed: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Casey Youn
Senior Deputy County Counsel

COUNTY ADMINISTRATION

CONTRACT NO. 77080

COUNTY PROJECT MANAGER

Name: Gary Smith
Title: Project Manager
Address: County of Los Angeles
Chief Executive Office
500 West Temple Street, Room 726
Los Angeles, California 90012
Telephone: (213) 974-2504
E-Mail Address: gsmith@ceo.lacounty.gov

COUNTY PROJECT MANAGER FOR FILM PERMIT ISSUANCE:

Name: Anthony Nyivih, or designee
Title: Assistant Deputy Director
Address: Department of Public Works
900 South Fremont
Alhambra, California 91803
Telephone: (626) 458-4900
Facsimile: (626) 458-4949
E-Mail Address: anyivih@dpw.lacounty.gov

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	10/1/2019	
SUPERVISORIAL DISTRICT AFFECTED	1 st	
DEPARTMENT	Mental Health (DMH)	
SUBJECT	Approve a proposed Amendment extending the term eight-years for approximately 15,484 square feet of office space and 37 on-site parking spaces at 2629 Clarendon Avenue, Huntington Park.	
PROGRAM	San Antonio Mental Health Center	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The existing lease agreement is currently on a month to month holdover since July 2018.	
COST & FUNDING	Total cost: \$4,708,962 rental costs over 96 months	Funding source: 100 percent funded from the Mental Health Services Act and other State and federal funds.
	TERMS (if applicable): The proposed base rent is subject to annual 3 percent increases. The County will have two five-year options to extend the lease with 90 days prior written notice to Landlord.	
	Explanation: Funding for the proposed amendment will be included in the Fiscal Year 2019-2020 Rent Expense budget and will be billed back to DMH.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and continue to adequately provide the necessary office space for DMH.	
BACKGROUND (include internal/external issues that may exist)	<p>The department has occupied 15,484 square feet of office space and 37 parking spaces at this facility since 2008 at which time the department made significant improvements to the premises to meet their clinical and security needs while providing services to clients. Relocation to another facility would require costly TIs and installations of equipment. Extending the term of the existing lease is recommended due to the lack of alternative office space within the service area.</p> <p>The proposed amendment will allow DMH to continue operation of its existing San Antonio Mental Health Center (SAFC) at 2629 Clarendon Avenue, Huntington Park. The SAFC is a direct outpatient clinic providing mental health services to children, adolescents and adults. Services provided include, family and group psychotherapy, psychiatric evaluations, medication support and case management among other services.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Michael Navarro CEO- Real Estate Division 213-974-4364 Mnavarro@ceo.lacounty.gov	



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

October 01, 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:

**LEASE AMENDMENT
DEPARTMENT OF MENTAL HEALTH
2629 CLARENDON AVENUE, HUNTINGTON PARK
(FIRST DISTRICT)
(3 VOTES)**

SUBJECT

Approval of an eight-year lease amendment for the continual use of 15,484 square feet of office space and 37 onsite parking spaces at 2629 Clarendon Avenue, Huntington Park, for the Department of Mental Health.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed amendment is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed amendment extending the lease term eight-years, with AMA Construction & Real Estate, LLC (Landlord), for the continual use of 15,484 square feet of office space, and 37 onsite parking spaces for the Department of Mental Health (DMH) at 2629 Clarendon Avenue, Huntington Park. The proposed first year base rent of \$529,553 is subject to annual fixed 3 percent increases. The proposed rental costs for DMH are 100 percent funded from the Mental Health Services Act and other State and Federal funds.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed amendment, and authorize the Chief Executive Officer, and the Directors of DMH, and Internal Services, or their respective designees, to take actions necessary and appropriate to implement the proposed amendment, including, without limitation, early termination rights and exercising any options to extend. The amendment will commence upon adoption by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department has occupied 15,484 square feet of office space and 37 onsite parking spaces at this facility since 2008, at which time the Department made significant improvements to the premises to meet their clinical and security needs while providing services to clients.

The proposed amendment will allow DMH to continue operation of its existing San Antonio Mental Health Center (SAFC) at 2629 Clarendon Avenue, Huntington Park. The SAFC is a direct outpatient clinic providing mental health services to children, adolescents and adults. Services provided include, family and group psychotherapy, psychiatric evaluations, medication support and case management among other services.

The current lease expired July 31, 2018 and is currently on a month-to-month basis, without penalty, until the proposed amendment is adopted by the Board.

Approval of the recommended actions will find that the proposed amendment is exempt from CEQA and will continue to provide suitable office space and parking for DMH.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of “Make Investments That Transform Lives” (Goal 1) directs that we will aggressively address society’s most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time. The proposed amendment supports this goal with a facility that provides proper accommodations by continuing to provide office space, programs, and services to clients in a centralized location. The proposed amendment is in conformance with the Asset Management Principles, as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed amendment will provide DMH continual use of the existing 15,484 rentable square feet of office space, and 37 onsite parking spaces at a negotiated decreased annual rental cost of \$529,553 from \$552,728.

The aggregate amendment expense over the eight-year extended term would be approximately \$4,708,962 including the annual fixed 3 percent increases. Attachment B provides a comparison of proposed lease amendment and the existing lease and an overview of the proposed amendment and total rental costs.

Sufficient funding for the proposed amendment rental costs is included in the Fiscal Year (FY) 2019-20 Rent Expense budget and will be billed back to DMH. DMH has sufficient funding in its FY 2019-20 operating budget to cover these costs for the same period. These costs for DMH will be 100 percent funded from the Mental Health Services Act and other State and Federal funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the basic terms set forth herein, the following are additional facts:

- Landlord shall perform minor TIs and repairs to the premises including, but not limited to, new carpet and paint after commencement of the extension term, per the County's specifications and approval, and at Landlord's sole cost and expense. This work will be performed after-hours.
- A modified gross amendment, whereby the Landlord is responsible for all maintenance costs associated with the building including utilities, and the County is responsible for janitorial services.
- The use of 37 onsite parking spaces at no additional cost is included in the amendment.
- Two five-year options to extend the term with 90 days prior written notice.

DMH requested that the existing SAFC continue to be located within the City of Huntington Park and the First Supervisorial District. The Chief Executive Office (CEO), conducted a market search of available office space for lease and determined the subject facility continues to be the most viable option that continues to meet the Department's office space requirements based on the limited availability of suitable office space, within the Department's service area. The Huntington Park market is primarily comprised of buildings zoned for retail use, with office space restricted to the upper floors of the buildings, per City Code. In addition, most of the buildings are older structures lacking elevator service and parking. The existing office space within a newer building, is zoned for office use, has onsite parking, and currently provides sufficient amount of office space and parking for DMH's needs.

Based upon a review of available industry data, we have established that the annual rental range for similar space is between \$27 and \$35 per square foot per year, on a modified gross basis. In comparison, the base annual rental rate of \$34 modified gross for the proposed amendment represents a rate consistent with the market rental rates. The rental rate is on the high end of the market, however extending the term of the existing lease is recommended due to the lack of alternate office space within the service area. Parking is included at no additional cost. Attachment C shows all County-owned and leased facilities within the surveyed areas, and reflects that no County-owned or leased facilities are available for the program.

Landlord's construction of the minor TIs is to be completed in compliance with relevant building and construction laws and regulations. A notification letter advising of the proposed amendment have been sent to the City of Huntington Park, pursuant to Government Code Sections 25351. County Counsel has reviewed the attached proposed amendment and has approved it as to form.

The proposed amendment will continue to provide an appropriate location for the existing DMH program, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

ENVIRONMENTAL DOCUMENTATION

The proposed amendment is exempt from CEQA. The proposed amendment, which leases office space with minor TIs within an existing building, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's

Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed amendment records, it 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 it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendment will continue to provide the necessary office space for this County requirement. DMH concurs with the proposed amendment.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return two certified copies of the Minute Order and the adopted stamped Board letter to the Chief Executive Office, Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,

SAH:FAD:DPH:DL
JLC:MN:MAC:gw

Enclosures

- c: Executive Office, Board of Supervisors
- County Counsel
- Auditor-Controller
- Health Agency
- Internal Services
- Mental Health

**DEPARTMENT OF MENTAL HEALTH
2629 CLARENDON AVENUE, HUNTINGTON PARK
Asset Management Principles Compliance Form¹**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions?	X		
B	Does lease co-locate with other functions to better serve clients?	X		
C	Does this lease centralize business support functions?	X		
D	Does this lease meet the guideline of 200 sq. ft. of space per person? ² No, it is 258 sq. ft. per person due to programmatic space needs, i.e., clinical rooms, waiting area/counter at reception, conference room and group rooms.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	X		
2. <u>Capital</u>				
A	Is it a substantial net County cost (NCC) program? No, it is 100 percent funded from the Mental Health Services Act and other State and Federal funds.		X	
B	Is this a long term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Attachment C (aka "Space Search")?	X		
G	Was build-to-suit or capital project considered?		X	
3. <u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			X
	1. ___ The program clientele requires a "stand alone" facility.			
	2. ___ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ___ Could not get City clearance or approval.			
	5. ___ The Program is being co-located.			
E	Is lease a full service lease? ² No, it is a modified-gross amendment, whereby the County is responsible for janitorial services.		X	
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval? Not applicable, newer construction, building built in 1996.			X
¹ As approved by the Board of Supervisors 11/17/98				
² If not, why not?				

COMPARISON OF PROPOSED LEASE AMENDMENT AND EXISTING LEASE

2629 Clarendon Ave., Huntington Park	Existing Lease	Proposed Amendment	Change
Office Area (Square Feet)	15,484	15,484	None
Term (years)	Ten-years (08/1/2008 - 07/31/2018)	Eight-years	- 2 years
Annual Base Rent	\$552,728 (\$35.70 per sq. ft. annually)	\$529,553 (\$34.20 per sq. ft. annually)	-\$23,174
Rental adjustment	Fixed annual 3 percent increases	Fixed annual 3 percent increases	None
Options to Extend Term	None	Two five-year options to extend term with 90 days prior written notice	+Two five-year options

OVERVIEW OF THE PROPOSED AMENDMENT LEASE COSTS

1200 Corporate Center Drive

Leased Area	15,484	
Term	96 months/8 years	
Adjustment	3%	
	Cost Per RSF Per Month	Cost Per RSF Per
	(\$)	Year (\$)
	\$2.85	\$34.20

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	Total 8 Year Rental Costs
Annual Base Rent Cost ¹	529,553	545,439	561,803	578,657	596,016	613,897	632,314	651,283	4,708,962
Annual Parking Rent	0	0	0	0	0	0	0	0	0
Low Voltage Costs	0	0	0	0	0	0	0	0	0
Tenant Improvements	0	0	0	0	0	0	0	0	0
Total Annual Rental Costs	529,553	545,439	561,803	578,657	596,016	613,897	632,314	651,283	4,708,962

¹ Includes fixed 3% annual increases for base rent only.

Note: Janitorial costs not reflected on this spreadsheet are paid by Tenant directly to ISD.

**DEPARTMENT OF MENTAL HEALTH
SPACE SEARCH WITHIN THE CITY OF HUNTINGTON PARK AND
THE FIRST SUPERVISORIAL DISTRICT**

No other buildings meeting search criteria were found upon search.

FACILITY LOCATION POLICY ANALYSIS

Proposed Lease: Eight-year amendment for DMH at 2629 Clarendon Avenue, Huntington Park – First District

A. Establish Service Function Category – Regional and local public service function.

B. Determination of the Service Area – The proposed amendment will continue to provide use of 15,484 square feet of office space, and 37 onsite parking spaces for DMH within the City of Huntington Park and the First Supervisorial District.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continual need to be within the City of Huntington Park and the First Supervisorial District.
- Need for proximity to existing County facilities: N/A

The Facility is centrally located within the service area with convenient access by the public and clients.

- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation:
The Facility is conveniently located near public transportation routes.
- Availability of affordable housing for County employees: N/A.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no existing County buildings available to meet the Department's service needs.
- Compatibility with local land use plans: The site is currently zoned commercial and the current use as office space is consistent with the building's use, zoning and not in conflict with the goals and policies of the City of Huntington Park.

- A notification letter has been sent pursuant to Government Code Sections 25351.
- Estimated acquisition/construction and ongoing operational costs: The maximum first year rental cost will not exceed \$529,553 and is subject to fixed 3 percent annual increases.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, we have established that the annual rental range for similar space is between \$27 and \$35 per square foot per year, on a modified gross basis. In comparison, the base annual rental rate of \$34 modified gross for the proposed amendment represents a rate consistent with the market rental rates. The rental rate is on the high end of the market, however extending the term of the existing lease is recommended due to the lack of alternate office space within the service area. Parking is included at no additional cost. Attachment C shows all County-owned and leased facilities within the surveyed areas, and reflects that no County-owned or leased facilities are available for the program.

Based upon a review of available industry data, CEO staff has established that the annual rental range for similar space is between \$27 and \$35 per square foot on a modified-gross basis. Thus, the base annual rental rate of \$34, modified-gross, for the proposed amendment represents a rate consistent with the market rental rates. The rental rate is on the high of the market, however extending the term of the existing lease is recommended due to the lack of alternate office space within the service area. Parking is included at no additional cost. Attachment C shows all County-owned and leased facilities within the surrounding service area and there are no County-owned or leased facilities available for the program.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed facility continues to provide proper accommodations for the existing DMH program within their service area. The proposed amendment is in conformance with the Asset Management Principles, as outlined in Attachment A. The consolidation of services within one facility at the proposed office will provide a central and appropriate location, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012.

**AMENDMENT No. 1 TO LEASE No. 76331
2629 Clarendon Avenue, Huntington Park**

THIS AMENDMENT No. 1 to Lease No. 76331 ("Amendment" or "Amendment No. 1") is made and entered into this ____ day of _____, 2019 by and between AMA CONSTRUCTION & REAL ESTATE, LLC ("Landlord"); and the COUNTY OF LOS ANGELES, a body politic and corporate, ("Tenant").

WHEREAS, Landlord, and Tenant entered into that certain Lease Agreement dated September 4, 2007 ("Lease No. 76331");

WHEREAS, pursuant to Lease No. 76331, Landlord leased to Tenant approximately 15,484 square feet of office space and 37 parking spaces at 2629 Clarendon Avenue, Huntington Park ("Premises"), for an initial Lease Term of ten years; and

WHEREAS, the Landlord and Tenant desire to renew and make modifications to the Lease, and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained and intending to be legally bound hereby, Landlord and Tenant hereby covenant and agree as follows:

1. **EXTENSION OF THE LEASE TERM.** Landlord and Tenant acknowledge that Tenant's Lease of the Premises expires on July 31, 2018. Notwithstanding anything to the contrary in the Lease, Paragraph 1(e) and Paragraph 4 of Lease No. 76331 are hereby amended extending the term for an additional eight (8) years commencing upon full execution of this Amendment No 1 ("Extension Term Commencement Date"). The Lease shall expire at midnight on the day before the eighth (8th) anniversary of the Extension Term Commencement Date (Extension Term Expiration Date), unless sooner terminated as provided in the Lease, as hereby amended. The period of time commencing on the Extension Term Commencement Date and terminating on the Lease Expiration Date shall be referred to herein as the "Extension Term."

2. **BASE RENT.** Upon commencement of the Extension Term, the Base Rent as set forth in Paragraph 1(i) of the Lease is decreased to Forty-Four Thousand One Hundred Twenty-Nine Dollars and Forty Cents (\$44,129.40) per month subject to annual increases as set forth in Lease Paragraph 5(b) during the Extension Term and any subsequent holdover tenancy.

3. RENT ADJUSTMENTS. Paragraph 5(b) of said Lease is hereby amended by adding the following: "At the beginning of the 13th month of the Extension Term and every twelve months thereafter, the rent shall be increased as follows:

<u>Extension Term</u>	<u>Monthly Rent</u>
Year 1	\$44,129.40
Year 2	\$45,453.28
Year 3	\$46,816.88
Year 4	\$48,221.39
Year 5	\$49,668.03
Year 6	\$51,158.07
Year 7	\$52,692.81
Year 8	\$54,273.60

4. OPTION TO EXTEND.

Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have two (2) options to renew this Lease for an additional period of five (5) years each (respectively, the "First Extension Term" and the "Second Extension Term", and collectively, the "Extension Term(s)").

(a) Exercise of Option. Tenant must exercise its options to extend this Lease by giving Landlord written notice of its election to do so ("Notice of Intent") no later than ninety (90) days prior to the end of the initial Term, or the First Extension Term, as applicable.

(b) Terms and Conditions of Extension Terms. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be the greater of (i) the Basic Rent for the last month of the prior term increased by three percent (3%) or (ii) ninety-five percent (95%) of Market Rental Value for the Premises as of the commencement of the applicable Extension Term ("Adjusted Market Rental Value") to be determined as set forth below. There shall be an annual three percent (3%) increase on the previous year's Base Rent each year thereafter.

(c) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term(s) shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its first and second options to extend, respectively.

(d) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant in the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per

rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

(e) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years experience appraising commercial properties in Los Angeles County

4. TENANT IMPROVEMENTS. Paragraph 23 is deleted in its entirety and replaced with the following: "Ninety (90) days after the Extension Term Commencement Date, Landlord, at Landlord's sole cost and expense, shall perform Tenant Improvements and Repairs per Tenants specifications and approval as set forth in "Exhibit I" attached hereto. The improvements and repairs shall be performed after Normal Working Hours and coordinated with Tenant.

5. JANITORIAL SERVICE. Paragraph 11 (e) is hereby amended as follows: Tenant shall be responsible of providing janitorial service to the Premises at its sole cost

and Exhibit C hereby is deleted in its entirety and replaced with "Exhibit C (revised)" attached hereto.

6. All undefined terms when used herein shall have the same respective meanings as set forth in the Lease unless expressly provided otherwise in this Amendment No. 1.

7. Signatories for the Landlord and Tenant personally covenant, warrant and guarantee that they have the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the other party from all damages, costs, and expenses, which result from a breach of this representation.

8. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions contained in the Lease as amended shall remain in full force and effect.

9. Lease, as amended, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in the Lease, as amended, shall be of any force or effect. The Lease, as amended, may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto.

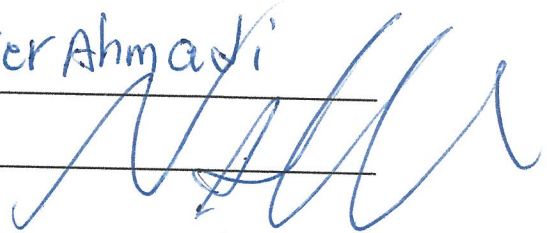
IN WITNESS WHEREOF this Amendment No. 1 to Lease No. 76331 has been executed, on the day, month and year first above written.

LANDLORD:

AMA CONSTRUCTION & REAL ESTATE, LLC

By: Nasser Ahmadi

Its: Member



TENANT:

COUNTY OF LOS ANGELES, a body politic and corporate

SACHI A. HAMAI
Chief Executive Officer

ATTEST:

By: _____
DAVID P. HOWARD
Assistant Chief Executive Officer

DEAN C. LOGAN
Recorder/County Clerk
Of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:
Mary C. Wickham
County Counsel

By: _____
Senior Associate County Counsel

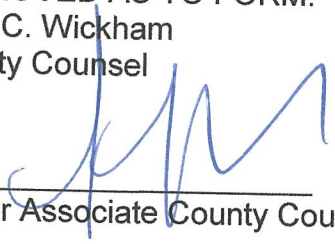


EXHIBIT C (revised)
CLEANING AND MAINTENANE SCHEDULE

Landlord shall be responsible for providing the following services to the Premises at its sole cost and expense:

1. DAILY (Monday through Friday)

- A. Bulb and tube replacements, as required.
- B. Emergency exit signage and egress battery replacement (if applicable)
- C. Graffiti expunged as needed within two working days after notice by Tenant
- D. Common Area floors washed as needed.
- E. Elevator cleaned.

2. MONTHLY

- A. Wall vents and ceiling vents vacuumed as needed.

3. QUARTERLY

- A. HVAC units serviced for preventative maintenance purposes, all filters changed.

4. SEMI-ANNUALLY

- A. Windows washed as required inside and outside but not less frequently than twice annually.
- B. All exterior and common area wall and door surfaces washed and stains removed.

5. AS NEEDED

- A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
- C. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator. (TBD).
- D. All HVAC ducts cleaned as need but no less than every five (5) years.
- E. Bottle Filler/Coolers and or water fountains cleaned, sanitized and filters replaced as needed and or per manufacturers recommendations.

6. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT I
TENANT IMPROVEMENTS AND REPAIRS

Landlord shall be responsible for performing the following Tenant Improvements and Repairs to the Premises and Building at its sole cost and expense:

1. New carpet tiles and luxury vinyl tiles shall be installed throughout the Premises per Tenant specifications and selection, including lifting of modular furniture and moving of furniture as needed. All work shall be performed during afterhours and coordinated with Tenant.
2. The entire Premises shall be repainted per Tenant specifications and selection of the base color and accent color(s) if any. All work shall be performed during afterhours and coordinated with Tenant.
3. The HVAC system shall be Air Balanced to address uneven temperatures throughout the Premises and Landlord shall provide Tenant with a copy of the Air Balance report.
4. The HVAC system(s), ducts and grates shall be cleaned throughout the Premises.
5. The HVAC system(s) shall be inspected and repaired by a HVAC technician to keep them from freezing up and to ensure proper drainage for condensation.
6. Stained and damaged ceiling panels shall be replaced throughout the Premises.
7. The elevator permit shall be kept current and renewed in advance of its expiration date. The current permit expired October 2017 and a temporary permit was posted on 3/18.
8. The elevator carpet shall be replaced with durable flooring, i.e., vinyl or ceramic tile.
9. The elevator walls shall be cleaned of all dirt/grime.
10. The contrasting stripes on each step of all staircases shall be repainted/installed per ADA requirements (the current stripes have faded or been damaged by graffiti).
11. The 1st floor emergency exit door to the parking lot shall be retrofitted to prevent water from entering the building and soaking the carpet during heavy rains.
12. The building's exterior walls shall be painted and or stucco due to cracking and peeling.

13. The building's roof shall be inspected for leaks, repaired/replaced as needed and kept water tight.
14. All exterior windows shall be cleaned and free of graffiti and all window gaskets/seals shall inspected and replaced as needed.
15. The underlying floor at doorway transitions shall be inspected and repaired as needed throughout the Premises to stop damage to the VCT flooring.
16. Flooring transitions between the tiled area to the laminate flooring at lobby shall be replaced with a wider transition to eliminate the tripping hazard. In addition, flooring transitions throughout the Premised should be inspected for similar conditions and repaired accordingly.
17. Mini blinds throughout the Premises shall be replaced as needed with mecho style shades.
18. Drinking fountains on the 1st and 2nd floors are nonfunctional and shall be replaced with Elkay Bottler Filler/Coolers.
19. The pony walls at the lobby within the Premises shall be repaired and retrofitted with wood caps.
20. The parking lot striping shall be repainted.
21. The double doors at the entry to Premises shall be repaired for proper closing.
22. Leaky fixtures at restrooms shall be repaired/replaced as needed.
23. Landlord shall secure the front of the building with gates/fencing to limit the amount of graffiti and homeless visitors during afterhours.
24. The Fire Alarm Annunciator shall be serviced as needed and Landlord shall provide Tenant with proof of service.
25. Crack at wall in room 238 shall repaired.
26. Landlord shall repaint the fencing and gates surrounding the parking lot.

**BOARD LETTER / MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	9/17/2019	
SUPERVISORIAL DISTRICT AFFECTED	4 th and 5 th	
DEPARTMENT	Sheriff, ISD, Parks and Sanitation.	
SUBJECT	Approve delegated authority to the Chief Executive Officer, or her designee to consent to, approve, negotiate and/or execute 11 real estate documents at 7 County owned or leased sites for County public safety communication network and projects of the Los Angeles Interoperable Communications System (LA-RICS). The 3 County owned locations are the Sheriff Training Academy (STAR), the Scholl Canyon Landfill (SCHCYN), and the Los Verdes Golf Course (RPVT). The 4 County leased locations are San Pedro Hill Communication Site (SPH) owned by Federal Aviation Administration (FAA), the Black Jack (BJM) and Tower Peak (TWR) Communication Sites owned by Catalina Conservancy (Conservancy), and Whitaker Ridge (WTR) owned by the US Forest Service.	
PROGRAM	LA-RICS	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Federal funding constraints limits the time line for preconstruction activities starting with the Board recommendation process.	
COST & FUNDING	Total cost: \$161,250 annually for 3 land leases	Funding source: 100% County Cost
	TERMS (if applicable): SPH – 5 years only BJM and TWR – 5 years + two 5-year options to renew Explanation: At SPH, FAA can only allow a 5-year term even though the County has been there 30+ years. At BJM and TWR, Conservancy will charge heavy penalty for early terminations.	
PURPOSE OF REQUEST	Approval of the recommendation will expedite the development of 7 LA-RICS sites and will allow federal funds (>15 million) to be timely spent during the applicable grant performance periods. The grant funding deadline for 7 project construction completions has been extended to 6/30/2020. A large amount of pre-construction activities is required before this funding period expires.	
BACKGROUND (include internal/external issues that may exist)	The proposed leases preserve the use of existing County public safety communication facilities and allow the sites to be used by LA-RICS for its second phase Long Term Evolution (LTE2) System and Land Mobile Radio (LMR) System.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Michael G. Rodriguez CEO Real Estate Division 213-974-4246 MGRodriguez@ceo.lacounty.gov	



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

September 17, 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 FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO
NEGOTIATE AND EXECUTE VARIOUS REAL ESTATE AGREEMENTS AT SEVEN COUNTY-
OWNED OR COUNTY-LEASED SITES FOR COUNTY PUBLIC SAFETY COMMUNICATION
NETWORK AND THE LOS ANGELES
REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
(FOURTH AND FIFTH DISTRICTS)
(3 VOTES)**

SUBJECT

This recommendation is a request for delegated authority to the Chief Executive Officer, (CEO) or her designee, to approve, negotiate and/or execute real estate agreements at seven sites, which are County-owned or County-leased in order to preserve the use of existing County public safety communication facilities, and allow the sites be used by the Los Angeles Regional Interoperable Communications System Joint Powers Authority (LA-RICS) for its second phase Long Term Evolution System and Land Mobile Radio System. The seven sites are: (1) Monte Vista Sheriff Training Academy and Regional Service Center; (2) Scholl Canyon Landfill; (3) San Pedro Hill; (4) Black Jack Mountain; (5) Tower Peak; (6) Whitaker Ridge; and (7) Rancho Palos Verdes Golf Course.

IT IS RECOMMENDED THAT THE BOARD:

1. Acting as a responsible agency with respect to the County's public safety communication network and second phase of LA-RICS' Long Term Evolution (LTE2) System and the Land Mobile Radio (LMR) System projects, find that approval and execution of the 11 real estate documents summarized in Attachment 1 to allow for the construction, implementation, operation and maintenance of LTE 2 and LMR System equipment at the seven sites below are exempt as follows for the reasons stated in this Board Letter and as noted in the record of the project:

(1) Monte Vista Sheriff Training Academy and Regional Service Center (Monte Vista) is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301, 15303 and 15304;

(2) Scholl Canyon Landfill (Scholl) is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15303, 15304 and 15332;

(3) San Pedro Hill is statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project;

(4)-(6) Black Jack Mountain (Black Jack), Tower Peak, and Whitaker Ridge (Whitaker) are within the scope of the impacts analyzed in the Final Environmental Impact Report (EIR) for the LMR System, which was previously certified by the LA-RICS under CEQA on March 29, 2016 and which was previously considered by the Board on April 12, 2016; that the environmental findings and Mitigation Monitoring Program previously adopted by the Board are applicable to the currently recommended actions; and there are no changes to the project at these three sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects; and

(7) Rancho Palos Verdes Golf Course (RPV Golf Course) is categorically exempt from CEQA pursuant to CEQA Guidelines Sections 15303 and 15304.

2. Delegate authority to the CEO, or her designee, to negotiate and execute the 11 real estate documents set forth in Attachment 1, to preserve the use of existing County public safety communication facilities, and allow the sites be used by LA-RICS for the construction, installation, operation and maintenance of the County's public safety communication network, the LMR System, and LTE 2 System, with approval as to form by County Counsel.

3. Delegate authority to the CEO, or her designee, to negotiate, approve, execute and/or grant any other consents, ancillary documentation or amendments, approved as to form by County Counsel, which are necessary to effectuate the real estate documents described in Attachment 1 and the activities permitted under those documents, including executing documents evidencing County's consent, as land owner, to LA-RICS' applications needed for any coastal, zoning, or land use permits.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LA-RICS was formed in 2009, as a Joint Powers Authority comprised of independent cities, the County, and other public agencies throughout Los Angeles County. The LA-RICS network will provide first and secondary responders with the technology to coordinate, in real time, their response in day-to-day operations, and during emergencies. The County is currently a user of the LMR System and will be a user of the LTE 2 System.

The Out Grant License with Federal Aviation Administration (FAA) for San Pedro Hill and the ground leases with Conservancy for Black Jack and Tower Peak are needed for the County to maintain its existing County public safety communication network. In addition, the real estate agreements described in Attachment 1 will facilitate the implementation of the LMR System which are located at San Pedro Hill, Black Jack, Tower Peak, Whitaker, and RPV Golf Course and the LTE2 System which are located at Monte Vista and Scholl.

Federal funding for the LA-RICS projects mandates specific time frames to meet certain milestones of preconstruction activities. The delegated authority to the CEO, or her designee, in processing and executing the real estate agreements will expedite the development of these LA-RICS sites and will allow federal funds to be timely spent during the applicable grant performance periods.

LTE System: Monte Vista and Scholl

Since the Board's approval of the assignment of twenty-eight (28) LA-RICS LTE sites to AT&T in January 22, 2019, LA-RICS received approval from the National Telecommunications and Information Administration to build three additional County LTE 2 sites, including Monte Vista and Scholl. Monte Vista is a current LMR System site with an existing Site Access Agreement (SAA) which needs to be amended to allow the collocation of LTE 2 to the existing LA-RICS tower. At Scholl, the proposed SAA would allow LA-RICS to locate an LTE 2 tower and related equipment at this site. Both the proposed amendment for Monte Vista and the proposed SAA for Scholl will be consistent with prior SAAs that the Board has approved with LA-RICS.

LMR System and Black Jack, San Pedro Hill, RPV Golf Course, Tower Peak and Whitaker sites

The proposed SAAs at Black Jack, San Pedro Hill, RPV Golf Course, Tower Peak, and Whitaker will also be consistent with prior SAAs that the Board has approved. These SAAs will only be signed by the CEO, or her designee, after the LA-RICS plans are approved by the County and consented to by the Conservancy and FAA, who are the landowners.

The County is currently on a month-to-month lease with FAA for use of the San Pedro Hill site. As part of this authority, the CEO, or her designee, will negotiate and execute a proposed Out Grant Lease in order to secure rights from Federal Aviation Administration for itself and the right to sublicense to LA-RICS. The proposed Out Grant Lease will be for a term of five years as Federal Aviation Administration is only willing to provide a five-year term at this time. The consideration includes payment of an annual rent at a fixed rate of \$3.214 per square feet for a 3,500 square foot area, which amounts to approximately \$11,250 annually for the entire term and will be subject to approval as to form by County Counsel. Even though rent is increasing substantially from the last rent paid by the County for this site, Federal Aviation Administration is insistent that it charge the County market rent but is willing to provide the County with a public agency discount of 25 percent. Once the County has obtained the rights to use the San Pedro Hill site and all other conditions are met, then the CEO, or her designee, will execute the proposed SAA with LA-RICS.

Similarly, with respect to the two Santa Catalina Island sites of Black Jack and Tower Peak, the County is currently in holdover under the existing ground leases for use of these sites. The CEO, or her designee, will negotiate and execute the proposed ground leases to secure rights to continue to use these sites from the Catalina Conservancy. The proposed ground lease for Black Jack will be for a term of ten years and payment of rent at approximately \$75,000 annually subject to Consumer Price Index (CPI) annual increases capped at 3 percent. The proposed ground lease for Tower Peak will be for a term of ten years and payment of rent at approximately \$75,000 annually subject to CPI annual increases capped at 3 percent. In addition, both proposed ground leases will generally be on similar terms and conditions as the existing ground leases and subject to approval as to form by County Counsel. The CEO, or her designee, will also negotiate and execute a proposed SAA with LA-RICS, and a proposed sublease with the Catalina Conservancy, in order to allow LA-RICS and Conservancy's tenants to use the Black Jack site and collocate on a new tower to be built by LA-RICS. The proposed sublease will be for a term which matches the ground lease term (ten years) and will include rent to be negotiated but will not be an amount less than the amount the

County pays under the proposed ground lease, and generally be on similar terms and conditions as the existing sublease and subject to approval as to form by County Counsel. Once the County has obtained the rights to use Black Jack and Tower Peak and all other conditions are met, then the CEO, or her designee, will execute the proposed SAAs with LA-RICS.

The terms and conditions of all the proposed SAAs authorized herein will be consistent with the form of prior SAAs approved by the Board and will outline the LA-RICS's responsibilities including utility payments, maintenance obligations, as well as certain insurance and indemnity requirements. Consistent with prior SAAs, these proposed SAAs will be provided to LA-RICS on a gratis basis, until cancellation by either side, or termination of the Master Lease Agreement, and will be subject to approval as to form by County Counsel. The Chief Executive Office will work collaboratively with all of the impacted County departments to ensure final site layouts of the LTE2 and LMR System sites are approved by the departments prior to any construction or installation of equipment.

Implementation of Strategic Plan Goals

The proposed agreements support the Countywide Strategic Plan Goal of Realizing Tomorrow's Government Today, specifically by Embracing Digital Government for the Benefit of our Internal Customers and Communities (Strategy III.2) and Pursuing Operational Effectiveness (Strategy III.3). Upon entering into the proposed agreements, LA-RICS will be in a position to complete the development of a modern public safety LMR and LTE2 communications system that will maximize the effectiveness of processes, structure, and operations to support the timely delivery of customer-oriented and efficient public services, particularly in the areas of public safety.

FISCAL IMPACT/FINANCING

The granting of SAAs to LA-RICS will be on a gratis basis. With respect to the County for its proposed ground lease agreements with the Catalina Conservancy and FAA, the fiscal impacts are shown on the table attached as Attachment 2.

The table in Attachment 2 shows the proposed annual County rent costs. The Black Jack and Tower Peak rent are subject to annual increases based on CPI capped at 3 percent.

The County will remain responsible for operating expenses associated with County operations at San Pedro Hill, Black Jack, and Tower Peak. The Sheriffs (Sheriff) and/or the Internal Services Department (ISD) have budgeted funds to operate the County facilities for the past 40+ years and will remain responsible for such costs. Under the existing sublease, the Conservancy pays 15 percent of revenues it receives to cover its share of operating expenses. CEO would require that the Conservancy continue to pay its fair share. At its sole cost, LA-RICS will construct, install, own, operate, and maintain the LMR System and remain responsible for all related utility costs.

Sufficient funding to cover the proposed ground leases rents for the proposed new lease agreements are included in the Fiscal Year (FY) 2019-20 Rent Expense budget and will be billed back to both ISD and Sheriff, who have sufficient funding in their FY 2019-20 operating budget to cover these costs for the same period. Beginning in FY 2020-21, ongoing funding for the proposed lease amendment will be part of the budget for ISD and Sheriff. These rental costs are 100 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SAAs are necessary to license certain real property, owned or leased by the County, for LA-RICS's use as LTE 2 and/or LMR communications sites. San Pedro Hill, Black Jack, Tower Peak, Whitaker, and RPV Golf Course sites will form part of the LMR System per the Board's approval of the SAAs.

Ongoing outreach to member agencies, residents, and homeowners associations, as well as Federal and non-profit agencies with interest in these sites, are being conducted. Door to door outreach to residents or businesses within 500 feet of all sites will also be conducted two weeks prior to the start of construction.

Three of the LMR sites are within the Santa Catalina Island Coastal Zone and are subject to the California Coastal Commission. The Department of Regional Planning requires a public hearing prior to issuing coastal development and conditional use permits for the proposed construction and installation of LMR System equipment in the coastal zone.

ENVIRONMENTAL DOCUMENTATION

MONTE VISTA, SCHOLL AND RPV GOLF COURSE SITES

LA-RICS, as the CEQA lead agency, determined on: (1) January 24, 2019 that LTE System work at Monte Vista is categorically exempt from CEQA pursuant to Sections 15301, 15303 and 15304; (2) July 11, 2019 that the LTE System work at Scholl is categorically exempt from CEQA pursuant to Sections 15303, 15304, and 15332; and (3) July 11, 2019 that LMR System work at RPV Golf Course is categorically exempt from CEQA pursuant to Sections 15303 and 15304. These determinations are based on a detailed analysis available in LA-RICS's files, which is incorporated in relevant part into the record of proceedings of the County for these sites.

The communication equipment proposed at site Monte Vista consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (CEQA Guidelines Section 15301). The work contemplated at Monte Vista, Scholl sites, and RPV Golf Course also consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (CEQA Guidelines Section 15303). The work contemplated at Monte Vista, Scholl and RPV Golf Course sites also consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (CEQA Guidelines Section 15304). In addition, the work contemplated at site Scholl also qualifies as in-fill development (CEQA Guidelines Section 15332). The analysis also demonstrates that none of the activities proposed at Monte Vista, Scholl and RPV Golf Course sites, triggers any applicable exceptions to the identified categorical exemptions. (CEQA Guidelines Section 15300.2.)

The LTE System work at Monte Vista has undergone parallel federal environmental review under the National Environmental Protection Act, and National Telecommunications and Information Administration has issued an amended Finding of No Significant Impact for the LTE project inclusive of the Monte Vista site on May 14, 2019. The LTE and LMR System work at Scholl and RPV Golf Course sites is undergoing parallel federal environmental review under National Environmental

Protection Act.

SITE SAN PEDRO HILL

As the CEQA lead agency, LA-RICS determined on December 12, 2016, that design, construction, implementation, operation and maintenance of LMR System infrastructure at site San Pedro Hill meets all of the criteria listed in Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. This determination is based upon substantial evidence in the custody of LA-RICS, which is incorporated in relevant part into the record of proceedings of the County for the SAA for San Pedro Hill.

BLACK JACK, TOWER PEAK, and WHITAKER SITES

On March 29, 2016, LA-RICS Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program as a condition of approval for the project. On April 12, 2016, The Board, acting on behalf of the County, and as a responsible agency under CEQA, considered the Final EIR, which analyzed environmental impacts from the construction, installation, operation and maintenance of the LMR equipment when it delegated authority to the CEO, or her designee, to execute the Consent to SAAs and the SAAs at County sites. The currently recommended actions related to Black Jack, Tower Peak, and Whitaker sites are within the scope of the project analyzed in the previously certified Final EIR, and the Board's previous environmental findings and adoption of the Mitigation Monitoring Program are applicable to the current recommendations. There have been no changes to the project analyzed, or to the circumstances under which the project is undertaken, that would result in new significant effects or a substantial increase in the severity of previously identified significant effects or the need for additional mitigation, or the need for new findings under CEQA.

Upon the Board's approval of the recommended actions, Notices of Exemption will be filed with the Registrar-Recorder/County Clerk for Monte Vista, San Pedro Hill, Scholl, and RPV Golf Course sites, and for Whitaker, Black Jack and Tower Peak sites.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will not compromise public safety missions or disrupt vital, existing communication services at each of the seven sites.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return five certified copies of the Minute Order to the Chief Executive Office, Real Estate Division, Hall of Records at 320 W. Temple Street, 7th Floor, Los Angeles, CA 90012.

Respectfully submitted,

SAH:FAD:DPH
DL:JLC:MR:EJ:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
LA-RICS
Regional Planning

Draft

ATTACHMENT 1
List of Seven Sites and
Eleven Real Estate Agreements

SITE	FACILITY NAME	ADDRESS	CITY	PARCEL OWNER	SUP. DISTRICT	PROJECT	AGREEMENT REQUEST
MONTE VISTA	Sheriff Training Academy & Regional Center	11515 Colima Rd.	Whittier	LA County	4	LTE	<ul style="list-style-type: none"> • Amendment No. 1 to County & LA-RICS LMR SAA
SCHOLL	Scholl Canyon	3001 Scholl Canyon Road	Glendale	LA County	5	LTE	<ul style="list-style-type: none"> • LTE SAA between LA-RICS & County
SAN PEDRO HILL	San Pedro Hill	3860 Crest Road E.	Rancho Palos Verdes	Federal Aviation Administration	4	LMR	<ul style="list-style-type: none"> • County & FAA Out Grant License; • County & LA-RICS LMR SAA
BLACK JACK	Black Jack Peak	Mount Black Jack	Avalon	Santa Catalina Island Conservancy	4	LMR	<ul style="list-style-type: none"> • Conservancy & County Ground Lease; • County & Conservancy Sublease; • County & LA-RICS SAA
TOWER PEAK	Tower Peak	Banning House Road	Two Harbors	Santa Catalina Island Conservancy	4	LMR	<ul style="list-style-type: none"> • Conservancy & County Ground Lease; • County & LA-RICS LMR SAA
WHITAKER	Whitaker Ridge	Whitaker Fire Road, Angeles National Forest	Unincorp	US Dept. of Agriculture, Forest Service	5	LMR	<ul style="list-style-type: none"> • County & LA-RICS SAA (for ingress/egress);
RPV Golf Course	Rancho Palos Verdes Golf Course	7000 Los Verdes Drive	Rancho Palos Verdes	LA County	4	LMR	<ul style="list-style-type: none"> • County & LA-RICS SAA

ATTACHMENT 2

Proposed Real Estate Rents for Three Ground Leases

Leased County Sites	Proprietor Department	Current Annual Ground lease cost to County	Proposed Annual Ground lease cost to County	Change in Annual Rent
Black Jack Mountain	ISD	\$0	\$75,000	\$75,000
Tower Peak	Sheriff/ISD	\$70,000	\$75,000	\$5,000
San Pedro Hill	ISD	\$5,000	\$11,250	\$6,250
Total		\$75,000	\$161,250	\$86,250

**BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	9/5/2019	
BOARD MEETING	9/24/2019	
SUPERVISORIAL DISTRICT AFFECTED	SECOND DISTRICT	
DEPARTMENT	INTERNAL SERVICES DEPARTMENT	
SUBJECT	HEARING ON NEW PARKING RATE AT COUNTY AUTO PARK 99	
PROGRAM	NA	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	October 1, 2019	
COST & FUNDING	Total cost: N/A	Funding source: Sufficient appropriation is included in Internal Services Department's Fiscal Year 2019-20 Budget. After adjusting gross revenues for payment of Los Angeles City Tax (currently at 10%), revenues will be partially offset by parking management costs, including contractor operations that are provided under Board contract.
	TERMS (if applicable):NA	
	Explanation: NA	
PURPOSE OF REQUEST	Recommendation to establish new parking rates at County Auto Park 99 contingent upon purchase.	
BACKGROUND (include internal/external issues that may exist)	Establishment of new parking rates is contingent upon purchase by the Chief Executive Office (CEO).	
DEPARTMENTAL AND OTHER CONTACTS	<ul style="list-style-type: none"> Michael Owh General Manager, Purchasing and Contract Services 323-267-2109 mowh@isd.lacounty.gov 	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

500 W. Temple St.
Los Angeles, California 90012

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

SCOTT MINNIX
Director

“Trusted Partner and Provider of Choice”

September 24, 2019

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

Dear Supervisors:

**HEARING ON NEW PARKING RATE AT COUNTY AUTO PARK 99
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Recommendation to establish new parking rates at County Auto Park 99 contingent upon purchase.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

Authorize the Director of Internal Services Department (ISD) or his designee to establish new parking rates at Auto Park 99, the seven-story, 159,811 square-foot parking structure located at 636 Maple Avenue, Los Angeles, California.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The seven-story, 159,811 square foot parking structure located at 636 Maple Avenue in Los Angeles, functions as a multi-use parking structure. Employees from the Department of Mental Health currently lease space at the parking structure as do employees from the Department of Health Services. Both departments have requested additional parking for staff, clients, and those receiving training. The public uses the parking structure as do the residents of the nearby condominium and apartment complexes for which the structure was originally built. The current parking rate is a flat fee of \$7.00 per day and \$135.00 for monthly parking.

Contingent upon purchase and necessary transitional period, the Chief Executive Office (CEO) has requested that ISD manage the parking lot. As this lot is located in Region 2 of ISD's Countywide Parking Facilities Management Services regions (which includes downtown Los Angeles parking facilities including the Hall of Justice and Men's Central Jail), this parking facility would be added to Region 2 Contract with PCAM, LLC dba Parking Company of America, whom provides Countywide Parking Facilities Management Services as authorized by your Board in November 2018.

As this is a new lot for the County, in collaboration with the CEO, ISD recommends that your Board authorize the Director of ISD to approve the existing parking rate structure currently in place at Auto Park 99 until a rate study can be formally completed.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The approval of these proposed rates support the County's Strategic Plan, Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability), by providing timely delivery of customer oriented and efficient public services and by generating revenue which benefits the County General Fund.

FISCAL IMPACT/FINANCING

Auto Park 99 is not currently operated by the County, only limited data exists to estimate gross revenues. Following the purchase of the parking lot, the operating costs of the parking structure will be funded through the Department of Mental Health's annual operating budget, as the proprietor department of this prospective County-owned asset. After adjusting gross revenues for payment of Los Angeles City Tax (currently at 10%), revenues will be partially offset by parking management costs, including contractor operations that are provided under Board contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Required public hearing notice was given pursuant to the procedures and requirement set forth in the Government Code 66018 and 6062(a).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

ISD intends to implement the current parking rates contingent upon purchase and your Board's approval, effective September 24, 2019. This will allow sufficient time to prepare signs and allow tenant agencies to inform their employees, guests, and vendors.

CONCLUSION

Upon Board approval, please return three individually certified copies of the adopted Board Letter and two signed Resolutions to ISD.

Respectfully submitted,

SCOTT MINNIX
Director

SM:SH:MO:SM:ct

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

DRAFT