



## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** October 17, 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:  
AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) FOR THE ASSESSOR MODERNIZATION PROJECT (AMP) PHASE IV ASSESSOR – Steven Hernandez, Assistant Assessor, Administration  
(Pending Documents Submittal)
  - B) Board Letter:  
FIVE-YEAR LEASE AMENDMENT OF THE DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CEO/RE/DPSS – Michael Navarro, Chief Program Specialist
  - C) Board Letter:  
APPROVE TO INCREASE THE LIMIT OF INCIDENTAL EXPENSES  
ISD – Selwyn Hollins, Chief Deputy Director
  - D) Board Letter:  
PROBATION PRETRIAL SYSTEM BUDGET ADJUSTMENT- LEGACY SYSTEM MODERNIZATION FUND  
PROBATION – Jim Green, Chief Information Officer
  - E) Board Memo:  
SOLE SOURCE EXTENSION FOR ACMS AGREEMENT  
DPH – David Cardenas, Departmental Chief Information Officer

CONTINUED ON PAGE 2

- F) Board Letter:  
TRANSIT SERVICES SMARTPHONE APPLICATION FOR THE  
DEPARTMENT OF PUBLIC WORKS  
DPW – John Huang, Transit Manager

4. **PRESENTATION/DISCUSSION ITEMS:**

- A) SOCALREN 2019 UPDATE AND DEBRIEF  
ISD – Minh Le, Administrative Manager, and Lujana Medina, Section Manager

5. **Adjournment**

---

## **FUTURE AGENDA TOPICS**

---

**CALENDAR LOOKAHEAD:**

(5 minutes)

- A. Board Letter:  
AWARD OF CONTRACT WITH LCPTRAKER, INC. FOR COMPLIANCE  
MONITORING OF LOCAL AND TARGET WORKER HIRING POLICY  
AND BUSINESS UTILIZATION  
DPW – Jose Quevedo, Assistant Deputy Director
- B. Board Letter:  
COMMUNITY WORKFORCE AGREEMENT FOR SPECIFIED PROPOSED  
MAJOR CAPITAL PROJECTS  
CEO/AM/DPW – Esther Diaz, Principal Engineer
- C. Board Letter:  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
INGLEWOOD AND THE EXECUTIVE OFFICE OF THE BOARD OF  
SUPERVISORS FOR CIVIL SERVICE COMMISSION HEARING  
SERVICES  
BOS – Hanna Cheru, Administrative Deputy

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

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	10/17/2019	
<b>BOARD MEETING</b>	10/29/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	2 <sup>nd</sup>	
<b>DEPARTMENT</b>	Department of Public Social Services	
<b>SUBJECT</b>	Approve a proposed lease amendment for continued use of 54,000 square feet of office space and 300 on-site parking spaces at 2959-2961 Victoria Street, Rancho Dominguez	
<b>PROGRAM</b>	North District Office	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The existing lease agreement is currently on a month-to-month holdover at 2959 -2961 Victoria Street, Rancho Dominguez.	
<b>COST &amp; FUNDING</b>	Total cost: \$6,359,027 rental costs over the five (5) year term.	Funding source: 83.84% from Federal and State funds and 16.6% Net County Cost.
	TERMS (if applicable): The proposed five (5) year lease provides for annual step rent adjustments of 3.5 percent. This is a Modified Gross Lease, wherein the County will pay the Property taxes and utilities, including electricity, gas, water & sewer charges, and the landlord shall pay the remaining operating expenses, maintenance and repair costs for the building.	
	Explanation: Funding for the proposed lease is included in the Fiscal Year 2019-2020 Rent Expense budget and will be billed back to the department.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and adequately provide the necessary office space for the Department of Public Social Services.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>The County of Los Angeles has leased the current location since June 1989. The lease has been on holdover since December 10, 2018 with no penalty.</p> <p>The DPSS programs are direct service programs, providing case management services, temporary financial assistance and employment focused services to families, and individuals that qualify for the services in the southern and Long Beach regions of the County of Los Angeles.</p> <p>The location currently meets the space needs of the Department's Long Beach Regional District Office. However, efforts are underway to relocate the program to another facility and renewing this lease will allow the Department to continue business operations uninterrupted until a new space is available.</p> <p>The Landlord will provide as part of the base rent new carpet, and paint touch-up in certain areas, included in the cost of the rent.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <p>Michael Navarro CEO- Real Estate Division 213-974-4364 Mnavarro@ceo.lacounty.gov</p>	



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>

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

DRAFT

October 29, 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:

**FIVE-YEAR LEASE AMENDMENT  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
2959-2961 VICTORIA STREET, RANCHO DOMINGUEZ  
(SECOND DISTRICT)  
(3 VOTES)**

**SUBJECT**

Approval of a proposed five-year lease amendment to provide the Department of Public Social Services continued use of 54,000 rentable square feet of office space and 300 on-site parking spaces.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease 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 sign a five-year lease amendment with 2959 Victoria Street Partners, L.P. (Landlord), for 54,000 square feet of office space including 300 on-site parking spaces at 2959-2961 Victoria Street, Rancho Dominguez at a maximum first year rental cost not to exceed \$1,185,840. The total rental cost payable to the landlord under the proposed lease amendment would not exceed \$6,359,027 over the five-year term. The rental costs are 83.84 percent subvented through Federal and State revenues and 16.16 percent net County costs.

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 lease amendment, and to take other actions necessary and appropriate to implement and effectuate the terms of the proposed lease amendment, including, without limitation, exercising early termination rights and/or any options to extend the lease. The proposed lease amendment will become effective upon approval by the Board.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County has leased the premises located at 2959-2961 Victoria Street, Rancho Dominguez (Premises) since June 1989, for use by the Department of Public Social Services (DPSS). The County's lease has been on a month-to-month holdover basis since December 10, 2018 with no penalty, pending renewal of the lease

Approval of this lease renewal will provide DPSS continued occupancy of this space, which houses two operations/programs:

2959 Victoria - Greater Avenues for Independence (GAIN) Region V - Program: GAIN or Welfare to Work - GAIN Region V provides case management services to California Work Opportunity and Responsibility to Kids (CalWORKS) participants in the southern region of the County of Los Angeles (County). GAIN helps participants prepare for and find employment. Services include job finding workshops, supervised job search, vocational assessment, remedial education, vocational skills training, and work experience. Post-employment services are also available to help employed participants retain their jobs, work toward a better job, and ultimately move to self-sufficiency. GAIN also offers help with transportation, child care, special job-related expenses, such as uniforms and tools, as well as, domestic violence, substance abuse, and mental health counseling.

2961 Victoria - Paramount District - Programs: CalWORKS, CalFresh and Medi-Cal. The Paramount CalWORKS District office provides temporary financial assistance and employment focused services to families with minor children who have income and property below State maximum limits for their family size. This office serves the residents of Rancho Dominguez and adjacent communities. The CalFresh program helps eligible low-income families and individuals meet their basic nutritional needs by increasing their food purchasing power. Medi-Cal provides comprehensive medical benefits to low income families with children, pregnant women, and adults who are over 65, blind, or disabled. Depending on their income and resource levels, individuals and families may be eligible for a no-cost or a share of cost Medi-Cal program. CalWORKS families receive no-cost Medi-Cal.

The proposed lease amendment will allow DPSS to remain at their current location, providing continuity of operations. The landlord will provide base Tenant Improvements (TIs) on a turnkey basis in the form of new carpet, and paint touch-up in limited areas.

The existing facility adequately meets the space needs of DPSS. However, DPSS is interested in consolidating its South County operations and is actively seeking new space in Long Beach with the goal that these programs will eventually move to other space. This lease amendment allows the programs to continue until such time. The location is freeway accessible and will accommodate 331 employees, including 13 co-located non-DPSS staff and 4 contract security guards.

Approval of the recommended actions will find that the proposed lease amendment is exempt from CEQA and will allow DPSS to avoid disruption to their operations.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal 3 of *“Realize Tomorrow’s Government Today”* directs that 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. The proposed lease amendment will support this goal by allowing DPSS to continue their direct service programs in a centrally located facility that is situated within their service area, to continue pursuing operational effectiveness, and increased productivity.

The proposed lease amendment is in conformance with the Asset Management Principles as outlined in Attachment A.

### **FISCAL IMPACT/FINANCING**

The proposed lease amendment will have the following financial impact:

- A five-year modified-gross lease whereby the landlord will be responsible for the operating and maintenance costs associated with the Premises, with the exception of utilities and property taxes which are paid direct by the County.
- The maximum first year rental cost of \$1,185,840 or \$21.96/\$1.83 annually/monthly per square foot, including parking, with annual fixed step rent adjustments of 3.5 percent per annum.
- The Landlord will provide base TIs in the form of new carpet and some limited paint touch-up work, with an estimated value of \$297,000 or \$5.50 per square foot, which is to be included in the rent.
- The aggregate rent expense of the proposed lease amendment, over the five-year term including parking, would be approximately \$6,359,027.

Attachment B provides an overview of the existing lease and the proposed lease amendment and total lease costs.

Sufficient funding to cover the proposed rent costs for the first year of the proposed lease amendment costs is included in the Fiscal Year (FY) 2019-20 Rent Expense budget and will be billed back to DPSS. DPSS has sufficient funding in their FY 2019-20 operating budget to cover these costs for the first year. Beginning with FY 2020-21, ongoing funding for the proposed lease amendment will be part of the budget for DPSS. These costs for DPSS are 83.84 percent subvented through Federal and State revenues and 16.16 percent net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to the terms described herein, the proposed lease amendment includes the following provisions:

- The proposed lease amendment will be effective upon approval by the Board.
- The proposed lease amendment will modify the existing rent and expense structure combining the two separate components. Currently Base Rent is adjusted annually based upon the Consumer Price Index with a maximum of 5 percent, and Operating Expenses are also adjusted annually based upon the Consumer Price Index with no maximum limit. The proposed lease amendment will combine both the Base Rent and Operating Expenses into one modified gross Rent going forward. Rent will be adjusted annually at a fixed rate of 3.5 percent per year.

The Chief Executive Office (CEO), conducted a survey within the project area to determine the availability of comparable office space options. The leasing agent was unable to identify any sites in the survey area that could accommodate this requirement. Based upon a review of available industry data, we have established that the annual rental range for similar space, not including utilities, nor parking costs is between \$13.80 and \$27.60 per square foot on a modified gross basis (not including utilities nor property taxes). In comparison, the base rental rate of \$21.96 per square foot per year, modified gross, including parking, for the proposed lease amendment represents a rate within the market range for the area.

Attachment C shows county-owned or leased facilities in the proximity of the service area and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has previously inspected the facility and found it seismically suitable for County occupancy. A notification letter has been sent pursuant to Government Code Section 25351. The County has authority to enter the proposed lease amendment under Government Code Section 25351. County Counsel has reviewed the attached lease amendment and has approved it as to form.

The proposed lease amendment will continue to provide a suitable office location for DPSS's direct service programs, which is consistent with the County's facility location policy, as adopted by the Board of Supervisors on July 24, 2012, and further outlined in Attachment D.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed lease amendment is exempt from CEQA. The proposed lease amendment, which renews existing leased space with limited TIs, 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 lease 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 lease amendment will adequately provide the necessary office space for this County requirement. The Department of Public Social Services concurs with the proposed recommendation.



The Honorable Board of Supervisors

October 29, 2019

Page 6

**CONCLUSION**

It is requested that the Executive Office, Board of Supervisors return one certified copy of the Minute Order, and the adopted stamped board letter to the CEO, Real Estate Division at 320 West Temple Street, 7<sup>th</sup> Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

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

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Public Social Services

**BOARD OF SUPERVISORS**  
**2959-2961 VICTORIA STREET, RANCHO DOMINGUEZ**  
**Asset Management Principles Compliance Form<sup>1</sup>**

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? <sup>2</sup> <b>No, ratio is approximately 163 square feet per person. Larger facilities have economies of scale, using space more efficiently.</b>		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <b>(Parking ratio is 5.56/1000 at no additional cost.)</b>	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	X		
2. <u>Capital</u>				
A	Is it a substantial net County cost (NCC) program? <b>The rental costs are 83.84% subvended with State and Federal funds and 16.16% NCC.</b>		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?	X		
G	Was build-to-suit or capital project considered? <b>The County already occupies a portion of the facility and a capital project was not considered.</b>		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? <sup>2</sup> <b>Department was not able to find a suitable facility within their search parameters.</b>	X		
D	Why was this program not co-located?			
	1. ___ The program clientele requires a "stand alone" facility.			
	2. <u>X</u> 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? <sup>2</sup> <b>Landlord will not accept full service gross, the lease is modified gross, not including utilities and property taxes.</b>		X	
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval? <sup>1</sup>	X		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**COMPARISON OF THE EXISTING LEASE AND THE PROPOSED LEASE  
AMENDMENT COSTS**

<b>2959-2961 Victoria Street Rancho Dominguez</b>	<b>Existing Lease</b>	<b>Proposed Lease Amendment</b>	<b>Change</b>
Area (Square Feet)	54,000 sq.ft.	54,000 sq.ft.	None
Term (years)	Five years (12/10/2013-12/09/2018) Currently on month-to-month holdover	Five years	+5 years
Annual Base Rent <sup>(1)</sup> (Base rent includes 300 parking spaces)	\$1,108,080 (\$20.52 per sq. ft. annually)	\$1,185,840 (\$21.96 per sq. ft. annually)	+\$77,760 annually
Annual TI Reimbursement (County's TI Costs) <sup>(2)</sup>	\$-0-	\$-0-	None
Low Voltage	None	None	None
Rental rate adjustment	Annual CPI on Base Rent, capped at 5%; CPI on Operating Expense Rent at no cap.	Annual Fixed Step Rent Increases of 3.5% per year.	Annual fixed rent increases.
Cancellation Provision	Either party after 36 months, with 6 months' notice	No Right to Cancel	No Right to Cancel

(1) The existing lease is a type of net lease where the County pays for Base Rent and an Operating Expense Rent as two separate components. The County pays utilities directly to the utility company and property taxes directly to the Tax Collector. The proposed lease will combine the Base Rent and Operating Expense Rent into one and structure into a modified-gross lease, wherein the County will remain responsible for utilities and property taxes, however the landlord will be responsible for paying all other costs associated with operations, building maintenance and repairs.

(2) The proposed lease requires that the Landlord provide new carpet and paint in select areas, at his expense, thereby there is no County contribution costs, nor does County repay any reimbursable TIs.

**DEPARTMENT OF PUBLIC SOCIAL SERVICES  
SPACE SEARCH – 5 MILE RADIUS  
2959-2961 EAST VICTORIA STREET, RANCHO DOMINGUEZ**

LACO	Name	Address	Ownership Type	Gross SqFt	Net SQFT	Vacant
A644	Mental Health - FSP Association	546 W Compton Blvd Compton 90220	Leased	4207	3997	0
A243	Probation - (AB - 109) South Bay Reg Office	1299 E Artesia Blvd Compton 90220	Leased	12928	12282	0
A685	DCSS - Adult Protective Services	700 N Bullis Rd Compton 90221	Leased	3045	2893	0
A767	DC&FS - Children's Advocacy Center - Annalee Elem	19410 Annalee Ave Carson 90746	Gratis Use	0	0	0
A772	Children's Advocacy Center - Compton High	601 S Acacia Ave Compton 90220	Gratis Use	0	0	0
4479	Animal Control #3 - Administration Building	216 W Victoria St. Carson 90248	Owned	1495	662	0
6420	Compton Courthouse	200 W Compton Blvd Compton 90220	Superior Courts	576466	257217	0
D390	Sheriff - Parole Compliance Team	15312 S Paramount Blvd Paramount 90723	Owned	3442	2233	0
T523	Sheriff - Carson Station Trailer - Ssgu	21356 S Avalon Blvd Carson 90745	Owned	612	551	0
T525	Sheriff - Carson Station Trailer - Mcad	21356 S Avalon Blvd Carson 90745	Owned	672	605	0
A350	Department of Animal Care and Control Headquarters	5898 Cherry Ave Long Beach 90808	Owned	12450	9897	0
A389	PW - Inc City Office/Area 1 Fire Prevention Office	701 E Carson St. Carson 90745	Gratis Use	2439	2439	0
0370	Compton/Woodley Airport - Admin Building - 8	901 W Alondra Blvd Compton 90220	Owned	2880	2592	0
3037	Mona Park - Director's Building/Comfort Station	2291 E 121st St. Compton 90222	Owned	829	296	0
X169	DPSS - Compton AP District Office	211 E Alondra Blvd Compton 90220	Owned	48135	37233	0
A139	DCFS - South County (SPA 8)	4060 Watson Plaza Dr Lakewood 90712	Leased	87200	60265	0
C600	DPSS - South Family AP/Special District Offices	17600 S Santa Fe Ave Rancho Dominguez 90221	Leased	133000	103324	0

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease renewal:** Five-year lease amendment for DPSS – 2959-2961 Victoria Avenue, Rancho Dominguez, California – 2nd District.

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

**B. Determination of the Service Area** –The proposed lease amendment will provide a lease extension for the existing DPSS’ programs in the Rancho Dominguez and adjacent South County communities in Service Planning Area 6 ensuring continuity of operations.

### C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the SPA 6 criteria and remains in an appropriate area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A. The current site provides a central South County location, and is easily accessible by freeway, with access to public transportation.
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services including the Metro Local Line 202, and proximity to the Interstate 710 Freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There is no space available in existing County-owned buildings to meet the Districts’ service needs.
- Compatibility with local land use plans: The proposed use is consistent with the building’s use, zoning, and not in conflict with the goals of the County (unincorporated County area). The Department of Public Works previously inspected the facility and found it suitable for County occupancy. The County has authority to enter the proposed lease amendment pursuant to Government Code Section 25351.

- Estimated acquisition/construction and ongoing operational costs: The initial annual maximum lease amendment costs is \$1,185,840, which includes base rent of \$98,820, inclusive of parking, with no additional TI costs, and no low-voltage costs. Rental costs for DPSS are 83.84 percent subvented through Federal and State revenues and 16.16 percent net County costs.

#### **D. Analyze results and identify location alternatives**

Based upon the space and service needs of DPSS, staff surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

Based upon a review of available industry data, CEO has established that the annual rental range for similar space is between \$13.80 and \$27.60 per square foot per year on a modified gross basis, not including utilities, nor parking. Therefore, the base annual rent of \$21.96 per square foot per year modified gross, including parking, but not including property taxes, for the proposed lease amendment, represents a rate within the market range for the area.

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

The extension of the subject lease for DPSS will continue to provide adequate office space for their direct service programs, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. The lease amendment will allow DPSS to remain at their current location for five years, while the department searches for a long-term solution for growth. DPSS will continue to provide continuity of operations and use of ancillary space. The cost of comparable sites were within the range of price per square foot, however a move to another location would require additional TIs that would likely further increase overall costs.

**AMENDMENT NO. 3 TO LEASE NO. 60741  
2959 VICTORIA STREET, RANCHO DOMINQUEZ  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

This Amendment No. 3 to Lease No. 60741 ("Amendment" or "Amendment No. 3") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between 2959 VICTORIA STREET PARTNERS, L.P. a California limited partnership, ("Lessor"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("Lessee").

**RECITALS:**

WHEREAS, Lessor (as successor in interest to 2959 Victoria Street Partners, a California general partnership, hereinafter referred to as "Original Lessor") and Lessee are parties to that certain Lease No. 60741 dated February 7, 1989 (the "Original Lease"), -which has been amended as more fully described below; pursuant to the Original Lease, Original Lessor leased to Lessee approximately 30,000 rentable square feet of office space (the "Original Premises") in the building located at 2959 Victoria Street, Rancho Dominguez, California (the "Building"), for a term of ten (10) years from June 27, 1989 to June 26, 1999 (the "Term").

WHEREAS, Amendment No. 1 to Original Lease Agreement No. 60741 dated November 4, 1997 ("Amendment No. 1") amended the Original Lease, extending the Term through August 24, 2008, subject to the conditions contained therein, and expanding the Premises to include approximately 24,000 additional rentable square feet of office space (the "Additional Premises") for a total of 54,000 rentable square feet (the Original Premises and the Additional Premises are collectively referred to as the "Premises").

WHEREAS, Lessee properly exercised its option to extend the Term for an additional period through September 15, 2013 ("Option to Extend").

WHEREAS, Amendment No. 2 to Lease Agreement No. 60741 dated December 10, 2013 ("Amendment No. 2") further extended the Term through December 9, 2018. The Original Lease, as amended by Amendment No. 1 and Amendment No. 2, is hereinafter referred to as the "Lease".

WHEREAS, Amendment No. 2 expired on December 10, 2018, and the Lease is currently in holdover status.

WHEREAS, the parties are now desirous to amend said Lease, and acknowledge that the terms of this Amendment No. 3 to Lease 60741 shall not become effective until such time that this Amendment No. 3 is approved by the Board of Supervisors of the County of Los Angeles, and that Lessor's rights shall not be impaired or prejudiced (nor shall Lessor be estopped from exercising such rights) by its execution of this Amendment No. 3, all of which are hereby reserved pending approval of this Amendment No. 3 by the Board of Supervisors of the County of Los Angeles.

**AGREEMENT**

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 hereby are acknowledged, and the rents, covenants, and agreements herein contained, and intending to be legally bound, Lessor and Lessee hereby covenant and agree as follows:

1. SECTION 2. TERM of the Lease shall be amended by addition of the following:

The term of the Lease is hereby extended for five (5) years ("Extended Term"), effective upon approval of the Board of Supervisors of the County of Los Angeles ("Extended Term Commencement Date") and shall expire five (5) years thereafter on the day prior to the fifth anniversary of the Extended Term Commencement Date.

2. SECTION 3. RENT of the Lease is hereby deleted in its entirety and replaced with the following:

Upon the Extended Term Commencement Date, Lessee hereby agrees to pay as rent for the Premises ("Rent") the sum of NINETY-EIGHT THOUSAND, EIGHT HUNDRED TWENTY AND 00/100 DOLLARS (\$98,820.00) per month, i.e., \$1.83 per rentable square foot per month, payable in advance by Auditor's General Warrant. The monthly rental amount set forth in the preceding sentence shall be subject to periodic adjustment as set forth in Section 25 below. All Rent payable under the Lease shall be paid in advance by Auditor's General Warrant within 15 days after the first day of each month of the term, provided Landlord files a payment voucher prior to the Extended Term Commencement Date and thereafter annually during the month of June with the Auditor of the County of Los Angeles.

3. SECTION 15. NOTICES of the Lease is hereby deleted in its entirety and replaced with the following:

Notices desired or required to be given by this Lease or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service. Any such notice and the envelope containing the same shall be addressed to Lessor at:

2959 Victoria Street Partners, L.P.  
One Market Plaza  
Stuart Street Tower, Suite 4025  
San Francisco, California 94105

or such other place as may hereinafter be designated in writing by the Lessor except that Lessor shall at all times maintain a mailing address in California. The notices and envelopes containing the same to Lessee shall be addressed to:

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

with a copy to:

Los Angeles County  
Chief Executive Office, Real Estate Division  
Hall of Records  
320 West Temple Street, 7th Floor  
Los Angeles, California 90012.

4. Subparagraph (B) of SECTION 17. INSURANCE of the Lease is hereby amended by adding the following after the end of the current section:



Lessee shall carry workers' compensation insurance in the amounts required by law, covering all of Lessee's employees working in the Premises.

5. Subparagraph (D) of SECTION 17. INSURANCE of the Lease is hereby deleted in its entirety and replaced with the following:

Lessor agrees to indemnify, defend and save harmless Lessee, its agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Lessor's gross negligence or willful misconduct in use, maintenance or ownership of the Premises.

Lessee agrees to indemnify, defend and save harmless Lessor, its agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from Lessee's use and activities on the Premises, and anything else done by or permitted by Lessee to be done in or about the Premises, any breach or default in the performance of Lessee's obligations, and any other acts or omissions of Lessee.

6. SECTION 24. TENANT IMPROVEMENTS is hereby inserted into the Lease as follows:

Lessee acknowledged that it is in possession of the Premises pursuant to Lease No. 60741, and that Lessor shall be deemed to have delivered possession of the Premises to Lessee on the Extended Term Commencement Date with no alterations or improvements being made by Lessor except for those set forth on Exhibit A.

- A. At its sole cost and expense, Lessor shall, within six (6) months after the Extended Term Commencement Date, cause the performance of the work outlined in Exhibit A attached hereto and incorporated herein by this reference (the "Work"), which Work shall begin promptly after the Extended Term Commencement Date is determined and shall be completed within six (6) months thereafter (such time to be extended on a day-for-day basis due to delays caused by Lessee and/or its operations at the Premises).
- B. If the Work has not been completed within six (6) months after the Extended Term Commencement Date, Lessee may send Lessor a written notice specifying the need for Lessor to complete the Work as provided above and stating in the subject line in ALL CAPS that "YOUR ATTENTION IS REQUIRED, IF LESSOR FAILS TO COMPLETE THE WORK WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF THIS NOTICE, LESSEE WILL COMMENCE SELF-HELP", and if Lessor fails to complete such Work within thirty (30) days following receipt of such notice, then Lessee may perform the Work. Following Lessee's completion of the Work (and for this purpose, completion shall also include delivery to Lessor of reasonable evidence of compliance of the Work performed by Lessee with all applicable Laws), Lessee shall deliver to Lessor its statement, including bills of Lessee's contractors, for Lessee's performance and Lessor shall reimburse Lessee for the reasonable cost of such Work within thirty (30) days after receipt thereof. If Landlord does not reimburse Tenant as required above, subject to Landlord's right to dispute such repair obligations as provided below, Tenant may Recoup the

reasonable actual cost incurred in the performance of repairs hereunder from the installments of Rent next falling due. As used herein, "Recoup" shall mean the right of Tenant to receive the reasonable cost of the Work performed by Tenant pursuant to this subsection, by retaining, from installments of Rent falling due after the date fixed above for Lessor to reimburse Lessee, an amount not to exceed fifty percent (50%) of each such installment, until Lessee is fully reimbursed for the amount so expended by Lessee to perform the obligation of Lessor. Notwithstanding anything in the Lease to the contrary, Lessee's rights to self-help contained in this subsection shall be suspended in the event there is a genuine dispute as to whether the Work was completed by Lessor, which dispute shall be settled and finally determined by arbitration in the Los Angeles, California metro area, in accordance with the provisions of the Lease and the Commercial Arbitration Rules of the American Arbitration Association, by a single arbitrator and using the most expedited proceeding available under such rules, and any judgment rendered by the arbitrators of such matter may be entered in any court having jurisdiction thereof.

7. SECTION 25. RENTAL ADJUSTMENTS is hereby deleted in its entirety and replaced with the following:

On the first day of the 13th month of the Extended Term (the "Adjustment Date") and every anniversary of the Adjustment Date thereafter, the Rent shall increase by 3.5% per annum as follows:

Months	Rent (Monthly)
1-12	\$98,820.00
13-24	\$102,278.70
25-36	\$105,858.45
37-48	\$109,563.50
49-60	\$113,398.22

8. SECTION 26. OPERATING COSTS of the Lease is hereby deleted in its entirety and be replaced with the following:

Base Rent and Operating Costs will be combined to comprise the Rent, as referenced in Section 3 of the Lease. Lessee will continue to pay utilities directly to the utility companies as stated in Section 10 of Lease.

9. The following paragraphs shall be added to the Lease as a new SECTION 31. CERTIFIED ACCESS SPECIALIST:

In accordance with California Civil Code Section 1938, Lessor hereby states that the Premises has not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp

inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

In furtherance of the foregoing, and notwithstanding any contrary provision of the Lease or applicable law, in the absence of a separate agreement (entered into subsequent to the execution of this Amendment), neither Lessor nor Lessee shall have any obligation to (a) pay for any such CASp inspection, or (b) to perform or pay the cost of any work in connection with or as a result of any such CASp inspection.

10. The following paragraphs shall be added as a new SECTION 32. SOLICITATION OF CONSIDERATION:

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

11. Notwithstanding anything to the contrary herein, except as specifically amended or modified herein, each and every term, covenant, and condition of the Lease as amended hereby is ratified and shall remain in full force and effect. In the event of a conflict between the Lease and the prior amendments to the Lease and this Amendment No. 3, the terms of this Amendment No. 3 shall control.

*[Signature Page Immediately Follows]*

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

**LANDLORD:**

**2959 VICTORIA STREET PARTNERS, L.P.,**  
a California limited partnership

By: MPI Victoria Management, LLC,  
a Delaware limited liability company  
Its General Partner

By: \_\_\_\_\_  
David A. Agger  
Managing Member

**TENANT:**

**COUNTY OF LOS ANGELES,**  
a body corporate and politic

Sachi A. Hamai

By: \_\_\_\_\_  
David P. Howard  
Assistant Chief Executive Officer

**ATTEST:**

Dean C. Logan  
Executive Officer-Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy

## EXHIBIT A

### OUTLINE SPECIFICATIONS

#### GENERAL:

1. Tenant Improvements shall conform to the requirements of all governing building, plumbing, mechanical, and electrical codes, and any and all other applicable requirements including State of California Administrative Code and The Americans With Disabilities Act. Lessor shall be responsible for obtaining all necessary permits, the cost of which will be paid by Lessee.
2. Scope of work shall include all labor, materials, supplies, equipment, services, specialties, transportation, and the cost thereof, required to complete Tenant Improvements for said project.

#### FINISHES:

##### Paint:

- A. Paint interior walls pursuant to the attached painting plan (the "Painting Plan"). Door frames are not to be painted. Provide one finish coat.
- B. Colors to match existing, unless otherwise agreed to by Lessor:
  - Office areas: eggshell or low sheen finish.
  - Restrooms, lunchrooms and break rooms: semi-gloss.
- C. Specify Dunn Edwards, or approved equal.
- D. In the case that furniture systems are not replaced, then walls that are behind cubicles, filing cabinets or millwork shall not be painted. Lessee will remove all items from walls prior to painting including memos, tape, pictures and personal property, but Lessor will remove and reinstall bulletin boards, white boards and similar wall items.

##### Carpet:

- A. Install new carpet throughout including corridors where carpet is currently installed.
- B. Carpet tile shall be Interface Cubic Honor Roll 50cm x 50cm. Three options of colorway to be provided to the County for their final selection. The final selection will be provided to Lessor within 15 days or Lessor shall select same. .
- C. Lessor will be responsible for the furniture lift for carpet replacement, including moving any furniture, fixtures, (including the disconnection of electrical equipment), and other property which Lessor or its contractor may require be moved to perform the work, provided however, that upon prior notice from Lessor or its contractor, Lessee shall arrange for all appropriate telephone, communication, photo copy machines and computer wires or cables to be disconnected in advance of the moving of such equipment, and shall empty out, and remove any items from on top of, all filing cabinets and desks. Lessor and Lessee hereby agree to cooperate with the other party and exercise reasonable, good faith efforts to coordinate the timing and planning of the Tenant Improvements.

##### Topset Base:

- A. Install 4" or 2" vinyl topset base at all carpet installation areas with.
- B. Specify Roppe, Johnsonite, or approved equal.

Vinyl Tile:

- A. Replace all vinyl tile in the Lunch Room.
- B. Specify Armstrong "Standard Excelon" or approved equal.

Ceiling Tiles:

- A. Replace dirty or damaged ceiling tiles and clean or replace supply/return air grills throughout the premises.

Lighting:

- A. Replace damaged or stained light lenses. Replace all inoperable light fixtures and inoperable ballasts.
- B. Test and repair or replace as needed any existing emergency exit lighting.

Restrooms:

- A. Replace broken restroom hinges and partition holders attaching partitions to the wall
- B. Steam Clean and Seal restroom tiles.
- C. Fix or replace the restroom entry doors that do not close properly (both men's and women's restrooms).

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

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	10/17/2019	
<b>BOARD MEETING</b>	11/5/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Districts	
<b>DEPARTMENT</b>	Internal Services Department (ISD)	
<b>SUBJECT</b>	Approval to exceed incidental expense	
<b>PROGRAM</b>	All hands staff meeting for ISD to inform employees of key strategic initiatives, enhance communication, promote teamwork and staff development.	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The all hands staff meeting is scheduled for November 13, 2019.	
<b>COST &amp; FUNDING</b>	Total cost: \$ 7,700	Funding source: Departmental Net County Cost
	TERMS (if applicable):	
	Explanation: To cover eligible items of food and materials.	
<b>PURPOSE OF REQUEST</b>	Seek approval to exceed the per occurrence limit of incidental expenses to conduct ISD's annual all hands staff meeting in November 2019.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The County Fiscal Manual requires that any expenditures exceeding the per occurrence incidental expense limit must be approved in advance by the Board as an agenda item.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Selwyn Hollins, Chief Deputy, (323) 267-2103, <a href="mailto:SHollins@isd.lacounty.gov">SHollins@isd.lacounty.gov</a></li> <li>• Mark Colton, Division Manager, (323) 267-3443, <a href="mailto:MColton@isd.lacounty.gov">MColton@isd.lacounty.gov</a></li> </ul>	



SCOTT MINNIX  
Director

## County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

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

*"Trusted Partner and Provider of Choice"*

November 5, 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:

### **APPROVAL TO INCREASE THE LIMIT OF INCIDENTAL EXPENSES ALL DISTRICTS – 3 VOTES**

#### **SUBJECT**

The Internal Services Department is requesting approval to exceed the limited use of incidental expenses per occurrence amount of \$1,000 to \$7,700 to cover eligible items of food and materials to conduct the annual all hands staff meeting in November 2019.

#### **IT IS RECOMMENDED THAT THE BOARD:**

Delegate authority to the Director of Internal Services Department (ISD) to incur incidental expenses above the per occurrence limit of \$1,000 for this one-time event, as outlined in Section 5.40.097 of the County Code.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

ISD is committed to investing in and strengthening its workforce through recruitment/retention, training/development, and employee wellness. This all hands meeting will train employees on implicit bias and methods to mitigate its effect and train employees on skills that promote teamwork, employee productivity, and process improvement techniques. The meeting will also inform employees of key strategic process improvement projects and obtain employee feedback regarding staff development, employee engagement, and other organizational effectiveness efforts. Approval of the recommended action will allow ISD to enhance communication with employees, boost employee morale, and bring staff together from all offices and locations to create a sense of community.

#### **Implementation of Strategic Plan Goals**

The recommended action is aligned with the County's Strategic Plan, Strategy III.1, Continually Pursue Development of our Workforce and ISD's supporting Strategic Goal 2, Foster an Organization of Passionate and Empowered Public Servants to Make a Meaningful Difference.



**FISCAL IMPACT/FINANCING**

Sufficient funding is available in ISD's Fiscal Year 2019-20 Budget and no additional net County cost is required.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Section 5.40.097 of the County Code permits departments to incur incidental expenses (such as food, beverages, materials, supplies and other costs associated with planned events) for official functions and meetings authorized by the department head up to \$500 per occasion with a maximum of \$5,000 per year. The County Fiscal Manual requires that any expenditures exceeding the \$500 per occurrence must be approved in advance by the Chairperson of the Board and any expenditures exceeding the \$5,000 annual limit must be approved in advance by the Board as an agenda item. Your board recently delegated authority to the Director to increase the per occurrence limit from \$500 to \$1,000 and not exceed \$25,000 annually.

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

Your approval of this recommended action will enable ISD to exceed the incidental expense limit to host the all hands staff training meeting scheduled for November 13, 2019 (*2019 Empowerment Conference – Empowerment through Learning and Engagement*) to support the Department's mission.

**CONCLUSION**

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

Respectfully submitted,

SCOTT MINNIX  
Director

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

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

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	10/17/2019	
<b>BOARD MEETING</b>		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	The program impacted is County-Wide.	
<b>DEPARTMENT</b>	Probation Department (Probation)	
<b>SUBJECT</b>	Budget Adjustment – Legacy System Modernization	
<b>PROGRAM</b>	Pretrial Services	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	A referendum for Bail Reform is expected to be on California’s November 2020 ballot. If the referendum does not pass, new legal mandates would require Probation to have systems to support Bail Reform as early as January 2021.	
<b>COST &amp; FUNDING</b>	Total cost: \$336,000	Funding source: IT Legacy Modernization Fund
	Explanation: Probation requests Board of Supervisors’ approval for an appropriation adjustment to transfer \$336,000 from the Chief Information Officer’s (CIO) Information Technology (IT) Legacy Modernization Fund to Probation’s Fiscal Year (FY) 2019-20 services and supplies appropriation.	
<b>PURPOSE OF REQUEST</b>	The funding will be used for a consultant business analyst and project manager to support acquisition of a pretrial case management system to replace Probation’s outdated pretrial systems.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>The California Judicial Council, the Los Angeles County Superior Court, and Probation are collaborating on a pilot initiative to test a risk-based approach to pretrial release and reduce reliance on money bail. In parallel to the pilot, the legislature passed and Governor Brown signed SB 10 in August 2018 to implement Bail Reform and is pending a voter referendum.</p> <p>Bail reform is expected to increase the demand for Probation Pretrial Services. Due to outdated technology and limited functionality, the case management systems that support Probation’s pretrial operations cannot rapidly adapt to fast-changing business requirements. Probation must replace its pretrial technology to support the expected changes to its Pretrial operations.</p> <p>Probation requires the services of a consultant to develop a statement of work for the acquisition of a modern, flexible, market-based pretrial case management solution.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <ul style="list-style-type: none"> <li>• David Grkinich, Bureau Chief – Pretrial Services Bureau, (562) 940-2697 <a href="mailto:David.Grkinich@probation.lacounty.gov">David.Grkinich@probation.lacounty.gov</a></li> <li>• Robert Smythe, Administrative Deputy, (562) 940-2516 <a href="mailto:Robert.Smythe@probation.lacounty.gov">Robert.Smythe@probation.lacounty.gov</a></li> <li>• Jim Green, Chief Information Officer, (562) 940-2515 <a href="mailto:Jim.Green@probation.lacounty.gov">Jim.Green@probation.lacounty.gov</a></li> </ul>	



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242

(562) 940-2515



**TERRI L. McDONALD**

Chief Probation Officer

PENDING

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

Dear Supervisors:

## **REQUEST APPROVAL OF APPROPRIATION ADJUSTMENT**

**ALL SUPERVISORIAL DISTRICTS  
(3 VOTES)**

### **SUBJECT**

The Probation Department (Probation) requests Board of Supervisors' (Board) approval for an appropriation adjustment to transfer \$336,000 from the Chief Information Officer's (CIO) Information Technology (IT) Legacy Modernization Fund to Probation's Fiscal Year (FY) 2019-20 services and supplies appropriation. The funding will be used for a consultant business analyst and project manager to support acquisition of a pretrial case management system to replace Probation's outdated pretrial systems with an adaptable technology platform that can meet evolving requirements driven by bail reform.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached appropriation adjustment to transfer \$336,000 from the Committed for IT Enhancements to Probation's services and supplies appropriation.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Bail reform is coming to California through a combination of case law, legislation, and judicial policymaking. The final rules and guidelines for bail and pretrial

***Rebuild Lives and Provide for Healthier and Safer Communities***

release are unknown, but the direction is to use a risk-based approach for pretrial release decisions and unlink pretrial release from the ability to post bail.

The California Judicial Council, the Los Angeles County Superior Court, and Probation are collaborating on a pilot initiative to test a risk-based approach to pretrial release and reduce reliance on money bail. In parallel to the pilot, the California Supreme Court will review *IN RE: KENNETH HUMPHREY, on Habeas Corpus*, regarding the constitutionality of money bail, and the legislature passed and Governor Brown signed *SB 10 Pretrial release or detention: pretrial services*, which is pending a voter referendum.

Bail reform is expected to increase the demand for Probation Pretrial Services. Due to outdated technology and limited functionality, the case management systems that support Probation's pretrial operations cannot rapidly adapt to fast-changing business requirements. To reduce technical risk and establish a flexible platform that will support system changes driven by court cases, legislation, and policymaking, Probation must replace its pretrial technology, which is based on a combination of outdated Microsoft FoxPro and mainframe technologies.

Probation requires the services of a consultant to assess current- and future-state operations and technologies and develop a statement of work for acquisition of a modern, flexible, market-based pretrial case management solution. Probation has collaborated with the Internal Services Department to use its Information Technology Support Services Master Agreement to contract with a consultant business analyst and project manager. The consultant started in September 2019, with the CIO's legacy funding program backfilling Probation's appropriation.

### **Implementation of Strategic Plan Goals**

The recommended action furthers the Board-approved County Strategic Plan Goals of Realize Tomorrow's Government Today (Goal III) by :

- Enhancing Information Technology platforms to securely share and exchange data (Strategy III.2.1) throughout the Los Angeles County criminal justice system.
- Prioritizing and implementing technology initiatives that enhance service delivery and increase efficiency (Strategy III.2.1).
- Implementing evidence-based practices to increase our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems (Strategy I.1).

**FISCAL IMPACT/FINANCING**

The cost of services provided by the consultant is not to exceed \$336,000. The County's IT Investment Board approved using the IT Legacy Modernization Fund to pay for these services. Approval of the attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements to Probation for this purpose.

**FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

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

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

The consultant business analyst and project manager will expedite acquisition a market-based pretrial case management solution that can support pretrial services and adapt to changing requirements as bail reform unfolds. The system will ensure Probation has the ability to track client activity, produce management reports, and assess responsivity and outcomes.

Respectfully submitted,

TERRI L. McDONALD  
Chief Probation Officer

TLM:JG:

c: Chief Executive Office

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 640

DEPARTMENT OF PROBATION

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2019-20

4 - VOTES

SOURCES

USES

GENERAL FUND
A01-3052
COMMITTED FOR IT ENHANCEMENTS - \$336,000
DECREASE OBLIGATED FUND BALANCE

PROBATION - FIELD SERVICES
A01-PB-2000-17000-17300
SERVICES & SUPPLIES - \$336,000
INCREASE APPROPRIATION

SOURCES TOTAL: \$ 336,000

USES TOTAL: \$ 336,000

JUSTIFICATION

Reflects an increase in appropriation in Services and Supplies for Field Services from the IT Legacy Replacement Fund for consulting and project management services.

AUTHORIZED SIGNATURE GINA BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

Approval table with columns for Auditor-Controller and Chief Executive Officer, including checkboxes for 'APPROVED AS REQUESTED' and 'APPROVED AS REVISED', and signature lines.

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

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	10/17/2019	
<b>BOARD MEETING</b>	10/17/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All	
<b>DEPARTMENT</b>	Department of Public Health (DPH)	
<b>SUBJECT</b>	Advance notification of intent to extend a sole source Contract with Automated Case Management Services, Inc. (ACMS) for data management (DM) services.	
<b>PROGRAM</b>	Division of HIV and STD Programs (DHSP)	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p>In June 1994, ACMS was funded by the Health Resources Services Administration (HRSA) to design client level data collection systems for HRSA. In June 1994, DPH submitted an application to HRSA for additional funding to support the “Demonstration of the Usefulness of Client Level Data for Evaluation of HIV/AIDS Services Programs” project. DPH was awarded funding and subsequently entered into sole source contracts for these services with ACMS. ACMS maintained the computer system software CD4 Online Management and Patient Information System (COMPIS) and Information Management of AIDS Cases and Services (IMACS) originally used to collect the client level data required for HRSA reporting. ACMS is the sole proprietor and only provider with the rights to maintain the current system, which currently supports all DPH contracted HIV care services providers.</p>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract expires February 29, 2020.	
<b>COST &amp; FUNDING</b>	Total cost: \$660,000 for one year	Funding source: Ryan White Program (RWP) Part A
	TERMS (if applicable): March 1, 2020 through February 28, 2021 and delegated authority for an additional 24 months if needed through February 28, 2023.	
	Explanation: Extend the contract at the annual amount of \$660,000 to keep contract whole. No anticipated changes to deliverables or programmatic requirements are needed during the 12-month extension.	
<b>PURPOSE OF REQUEST</b>	DPH is requesting approval to extend the current contract with ACMS for 12 months, effective March 1, 2020 through February 28, 2021, to complete the solicitation process to acquire a replacement system and delegated authority to extend for additional 24-months to complete the implementation of the replacement system and cutover from the legacy system.	
<b>BACKGROUND</b> (include internal/external issues that may exist)	<p>HIV Casewatch is the legacy DM system for HIV care services funded through DPH’s DHSP and is used for reporting data requirements to federal funders. The current HIV Casewatch agreement with ACMS includes database services such as: administration, security, maintenance, encryption, design and modification, and development of interfaces with other Electronic Health Record (EHR) systems. It also provides valuable clinical outcomes data for clients served by DHSP. However, the system is outdated and needs to be replaced in order to improve productivity of DHSP and its providers.</p> <p>DHSP has initiated a multi-phased modernization initiative to replace its outdated legacy DM systems. Phase I focused on the implementation of ORCHID to track clinical services such as STD screening and treatment and pre-exposure prophylaxis (PrEP) provided in our DPH sexual health clinics. Phase II, which is currently underway, involves the replacement of STD Casewatch with DPH’s Integrated Reporting, Investigation and Surveillance (IRIS) system for HIV/STD surveillance, disease investigation, and partner services. Phase III includes the Advance Board Notice of Intent to extend the DM contract during the procurement for a replacement system. Finally, Phase IV to be implemented at a later date, will include the replacement of software tools used to track HIV Testing Services for HIV/STD services delivered by DHSP contracted providers.</p> <p>As a part of Phase III of this system modernization effort, DHSP intends to develop and initiate a competitive solicitation for a new data system to replace HIV Casewatch that will be released sometime in 2020. However, the replacement DM system for HIV Casewatch needs to be in place and fully functional before DHSP can close out the current ACMS contract obligations. The continuation of the HIV Casewatch system in the interim will help DHSP maintain its current operations and avoid federal sanctions up to, and including, the elimination of federal funding to the County.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	DPH/DHSP, Mario Perez, Director, (213) 351- 8001 / <a href="mailto:mjperez@ph.lacounty.gov">mjperez@ph.lacounty.gov</a> DPH/PHIS, David Cardenas, Departmental CIO, (323) 914-8163 / <a href="mailto:dcardenas@ph.lacounty.gov">dcardenas@ph.lacounty.gov</a> County Counsel, Michael D. Owens, Deputy County Counsel, (213) 808-8778 / <a href="mailto:mowens@counsel.lacounty.gov">mowens@counsel.lacounty.gov</a>	



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

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

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

[www.publichealth.lacounty.gov](http://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

October 17, 2019

**TO:** Each Supervisor

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

**SUBJECT: ADVANCE NOTIFICATION OF INTENT TO EXTEND A SOLE SOURCE CONTRACT WITH AUTOMATED CASE MANAGEMENT SERVICES, INC. FOR DATA MANAGEMENT SERVICES**

This is to notify you that the Department of Public Health (DPH) intends to request Board approval to extend a sole source contract with Automated Case Management Systems, Inc. (ACMS) for the provision of data management services through February 28, 2021.

This notice is being sent in accordance with Board Policy 5.100, which states that County of Los Angeles (County) departments that intend to request Board approval to extend the term of an existing contract when departments do not have delegated authority to execute such amendments, must provide advance written notice to your Board at least six months prior to the expiration of the contract.

## **Background**

The DPH's Division of HIV and STD Programs (DHSP) is responsible for the management and administrative oversight of HIV/STD prevention and treatment services in Los Angeles County. DHSP currently manages approximately 196 contracts with 65 community based and County partners for the provision of HIV and STD services. As such, DHSP tracks HIV and STD cases, conducts disease investigation, provides HIV/STD screening, provides or makes referrals to HIV care and STD treatment, as well as provides HIV medical care and supporting services to those who are uninsured or underinsured. This wide scope of work requires several data management tools from surveillance and case management systems to HIV/STD



screening and Electronic Health Record (EHR) systems. DHSP's legacy DM systems have been in place for 10-30 years.

DHSP has initiated a multi-phased modernization initiative to replace its outdated legacy data management systems. Phase I focused on the implementation of ORCHID to track clinical services such as STD screening and treatment and pre-exposure prophylaxis (PrEP) provided in our DPH sexual health clinics. Phase II, which is currently underway, involves the replacement of STD Casewatch with DPH's Integrated Reporting, Investigation and Surveillance (IRIS) system for HIV/STD surveillance, disease investigation, and partner services. Phase III includes the procurement of an HIV Care and Support services data management system that will replace DHSP's current system, HIV Casewatch. HIV Casewatch is used to collect client level data from providers contracted by DHSP to deliver HIV medical care, mental health, substance abuse, housing, and other support services to persons living with HIV/AIDS (PLWHA) who are uninsured or underinsured. Finally, Phase IV will include the replacement of software tools used to track HIV Testing Services with a new data system to track HIV/STD screening services delivered by providers contracted by DHSP.

This Notification of Intent relates to Phase III of this initiative. As a recipient of federal funds for the Ryan White Program, DHSP is required to submit client-level data and HIV Casewatch is used to meet this reporting requirement. This system is used by all DHSP contracted HIV Care service providers to capture data about the delivery of HIV care services to PLWHA, support claiming and billing, and ensure accountability and productivity among contracted providers. The system is also used to capture data electronically via interfaces with other EHR systems and provides valuable clinical outcomes data for clients served by DHSP.

On February 9, 2016, your Board authorized execution of a data management contract with ACMS for the term effective March 1, 2016 through February 28, 2019, and delegated authority to DPH to extend the contract for 12 additional months for the term effective March 1, 2019 through February 29, 2020. Since the inception of HIV Casewatch, data management system services have been provided under this contract which has undergone multiple amendments. These amendments include term extensions, adjustments to funding allocations, and revisions to the scope of work.

On February 27, 2019, DPH notified your Board that it was exercising delegated authority to extend the term of this data management contract through February 29, 2020.

### **Justification to Extend the Sole Source Contract**

Extension of the data management contract with ACMS will allow DPH to continue to provide uninterrupted HIV data management and billing support to DHSP contracted care services providers and ensure compliance with State and federal data collection

and reporting requirements associated with the delivery of HIV care services to County residents. DHSP has approximately 98 HIV/AIDS care contracts and 18 Memoranda of Understanding with County clinics that require HIV/AIDS care services client data to be transmitted to DHSP to meet reporting requirements as indicated above. Additionally, information within the current data management system allows for coordinated care among DHSP contracted providers.

DHSP had originally planned to initiate a solicitation to replace Casewatch in 2016. However, based on Board approval on September 29, 2015 of DPH's Strategic Priorities and Operational Framework for the Los Angeles County Health Agency, the successful implementation of DHS' ORCHID EHR at all suitable DPH sites that deliver health care services took precedence. Staff responsible for initiating the solicitation for the Casewatch replacement system were redirected to support the configuration, testing and implementation of ORCHID which went live in the DPH clinics on February 11, 2018. After ORCHID went live, these same DHSP resources were tasked to work on the design and configuration of the HIV/STD disease surveillance and investigation module of IRIS which is expected to be released to production in 2020. Now, DHSP intends to develop and initiate a competitive solicitation for a new data system to replace HIV Casewatch that will be released sometime in 2020.

However, the replacement data management system for HIV Casewatch needs to be in place and fully functional before DHSP can close out the current ACMS contract obligations. The continuation of the HIV Casewatch system in the interim will help DPH avoid federal sanctions up to, and including, the elimination of federal funding to the County.

### **Impact to DPH if the Sole Source Contract is not Extended**

Failure to extend the term of the data management contract with ACMS could impact current funding levels in the County, as DPH would be unable to report required client-level data. It would also eliminate DPH's ability to quantify the delivery of HIV care services to PLWHA. Extension of this contract will ensure that that data collection efforts are not jeopardized or interrupted before a new replacement system is in place.

### **Alternative Plan**

There is no alternative plan for the provision of these services. Currently, the HIV Casewatch system operated by ACMS, is the only system available that can provide reimbursement to DHSP's fee-for-service HIV care contract providers and also meet the federal data reporting requirements. DPH anticipates releasing the solicitation for the data management services in early 2020; however, DPH must continue to extend these services until the solicitation process for a new system is completed and is functioning concurrently with the old system to allow DPH time to reconcile all final data variables in the transfer between data management systems.

## **Timeline**

The Board letter requesting authorization to extend the term of the contract for 12 months at an annual amount of \$660,000 and delegated authority to extend for an additional 24 months through February 28, 2023 is projected to be presented to your Board in early February 2020.

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

BF:ls  
#04981

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

## SOLE SOURCE CHECKLIST

Department Name: Department of Public Health (DPH)

- New Sole Source Contract \_\_\_\_\_
- Sole Source Amendment to Existing Contract \_\_\_\_\_

Date Existing Contract First Approved: January 3, 1995

Check (√)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> 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.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
X	➤ 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).
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

# Department of Public Health – Division of HIV and STD Programs

## Modernization of Data Management Systems

Screening, Treatment, & Linkage to HIV Care in DPH Clinics

### Phase I



*P-HIS  
(HMS)*



*ORCHID  
(Cerner)*

**Completed**

Disease Surveillance, Investigation, & Partner Services

### Phase II



*STD Casewatch  
(ACMS)*



*IRIS  
(Sunquest)*

**In Progress**

HIV Medical Care & Support Services

### Phase III



*HIV Casewatch  
(ACMS)*



*RFP  
(TBD)*

**Planning**

Screening, Treatment, & Linkage to HIV Care in Contracted Community Providers

### Phase IV



*Teleform  
(Formtran)*



*TBD*

**Not Started**

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

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	10/17/2019	
<b>BOARD MEETING</b>	1/7/2020	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All	
<b>DEPARTMENT</b>	Public Works	
<b>SUBJECT</b>	<b>AWARD SERVICES CONTRACT FOR TRANSIT SERVICES SMARTPHONE APPLICATION</b>	
<b>PROGRAM</b>		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: <b>\$104,225</b>	Funding source: Project will be funded with Proposition A Transit Operations Fund.
	TERMS (if applicable): The contract will be for a period of two years with up to three 1□year renewal options and six month-to-month extensions for a maximum potential contract term of 66 months.	
	Explanation: There will be no impact to the County General Fund. The estimated maximum potential contract sum of this contract is \$104,225, which includes change orders, optional services/features such as multi-lingual and SMS support, and vehicle locator replacement. The contract includes \$24,970 for the development of the smartphone application, which is estimated to take approximately 6 months but no longer than 1 year to complete. First year maintenance of \$15,040 and \$15,640 annually thereafter, shall begin on the date of the County's final acceptance, for up to four years and \$1,304 per month for the six month-to-month extensions. Each term shall have an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required.	
	Funding for these services is included in the Proposition A Local Return Transit Program in the Transit Operations Fund FY 2019-20 Budget. Funds to finance the contract's renewal years and 10% additional funding for contingencies will be requested through the annual budget process.	
<b>PURPOSE OF REQUEST</b>	Approval to award a service contract to develop and maintain a smartphone application to provide up-to-the-minute bus location information to transit users.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>Public Works operates 16 transit services. Some of the services have multiple routes which operate with two service vehicles. In total, 28 service vehicles will require vehicle locator (GPS) devices to be installed as part of this project.</p> <p>Although transit services are available every day, bus location information is only available during normal business hours from Monday through Thursday, 7:00 a.m. to 5:00 p.m. The smartphone application will deliver real time vehicle location data to transit users, at all times, thus enhancing service delivery and improving customer service for County residents.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• John Huang, Transit Manager, 626-458-3968, JHUANG@dpw.lacounty.gov</li> </ul>	

January 7, 2020

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:

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD SERVICES CONTRACT FOR  
TRANSIT SERVICES SMARTPHONE APPLICATION FOR THE DEPARTMENT OF  
PUBLIC WORKS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

**SUBJECT**

Public Works is seeking Board approval to award a service contract to develop and maintain a smartphone application to make up-to-the-minute bus location information available to transit users in order to improve the transit experience for Los Angeles County shuttle services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work in this Board letter is not a project pursuant to the California Environmental Quality Act.
2. Award the contract for Transit Services Smartphone Application to DoubleMap, Inc., for a maximum not-to-exceed contract amount of \$104,225, and a contract period of two years with up to three 1-year renewal options and six month-to-month extensions for a maximum potential contract term of 66 months.
3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director, DoubleMap, Inc. successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary

changes within the scope of work; and to suspend work if, in the opinion of the Director, it is in the best interest of the County to do so.

4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award a contract to DoubleMap, Inc., to develop a new smartphone application and maintain the application to provide up-to-the-minute bus location information to transit users in order to improve the transit experience for Los Angeles County shuttle service riders.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provision of Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities and Objective III.2.3, Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency; and Strategy III.4, Engage and Share Information with our Customers, Communities, and Partners and Objective III.4.2, Share and Publish More Data. The recommended actions allow delivery of real time vehicle location data to our transit users across the County thus enhancing service delivery and improving customer service for our County residents.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated maximum potential contract sum of this contract is \$104,225, which includes change orders, optional services, and vehicle locator replacement. The contract includes \$24,370 for the development of the smartphone application, which is estimated to take approximately 6 months but no longer than 1 year. Annual maintenance of \$15,640 shall begin on the date of the County's final acceptance, for up to four years and \$1,304 per month for the six month-to-month extensions. Each term shall have an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required. These amounts are based on the unit prices quoted by the contractor and our estimated annual utilization of the contractor's services.



Funding for these services is included in the Proposition A Local Return Transit Program in the Transit Operations Fund Fiscal Year 2019-20 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is DoubleMap, Inc., located in Indianapolis, Indiana. This contract will commence upon the Board's approval and Notice to Proceed, whichever occurs last, for two years with up to three 1-year renewal options and six month-to-month extensions for a maximum potential contract term of 66 months.

County Counsel has reviewed and approved the recommended contract as to form. The recommended contract with DoubleMap, Inc. was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

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

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract does not allow for a cost-of-living adjustment for the optional years.

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

### **ENVIRONMENTAL DOCUMENTATION**

This service is not a project pursuant to the California Environmental Quality Act because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State California Environmental Quality Act Guidelines. The proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

### **CONTRACTING PROCESS**

On January 8, 2018, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure C); "Public Works Business Opportunities" website; Twitter; and advertisements were placed in the Los Angeles Daily Journal; Los Angeles Sentinel; and La Opinión. Also, Public Works informed 1329 Local Small Business Enterprises, 127 Disabled Veteran Business, 75 Social Enterprises, and 75 independent contractors, various business development centers, and municipalities about this business opportunity.

On February 6, 2018, three proposals were received. They were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, lowest cost, apparent responsive, and responsible proposer, DoubleMap, Inc, located in Indianapolis, Indiana.

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

Approval of this request will provide Public Works with services to implement a new smartphone application. The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors  
January 7, 2020  
Page 7

**CONCLUSION**

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

Respectfully submitted:

Reviewed by:

MARK PESTRELLA  
Director of Public Works

WILLIAM S. KEHOE  
Chief Information Officer

GF:JQ:ss

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
Chief Information Office  
County Counsel (Carole Suzuki)  
Executive Office

bc: Information Technology – Systems & Applications (Jewel Libid)

# Public Works Transportation Planning & Programs – Transit Services Smartphone Application

---

## Background

Public Works briefed the Operations Cluster for the Transit Services Smartphone Application on September 26, 2019. Questions and requests were raised during the briefing. Public Works discussed the requests with the vendor, DoubleMap, and prepared the responses below as a follow-up.

**Public Works will revise the Board Letter and OCIO will revise the CIO Analysis before filing to reflect the changes.**

## Operations Cluster Requests/Questions & Responses

### 1. Louisa Ollague/SD4

- a. Include Multi-lingual support
  - *The application will be available in Spanish, Chinese, and Korean. There is a one-time cost of \$5,600 and \$1,500 annually for this additional feature but will be covered under the contract's AVL replacement fund so no additional funding is necessary.*
- b. How has DPW surveyed language needs?
  - *Public Works has identified the demographics and specific language needs of the County's residents based on recent U.S. Census data and from daily phone calls received from constituents.*
- c. Include rider satisfaction survey
  - *DoubleMap will provide a rider satisfaction survey at no additional cost.*

### 2. Rick Velasquez/SD5

- a. Provide an option for riders to receive bus arrival information without installing the app
  - *The text messaging (SMS) option is available at no additional cost. The SMS option will allow riders to access estimated bus arrival times for a specific stop via text message. Public Works will place the phone number and ID at each stop (907 stops total).*

# DRAFT

Enclosure B



**William S. Kehoe**  
CHIEF INFORMATION OFFICER

## Office of the CIO CIO Analysis

BOARD AGENDA DATE:

1/7/2020

SUBJECT:

### **Award Services Contract for Transit Services Smartphone Application**

CONTRACT TYPE:

New Contract       Sole Source       Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Department of Public Works (DPW) is seeking approval to award a contract to DoubleMap, Inc. to provide transit services smartphone applications (“apps”) that will allow riders of DPW-operated transit vehicles to utilize an “LAGoBus”-branded Android or iOS app to see live bus locations and next-bus arrival times. The apps require automated vehicle locator (AVL) devices, which use Global Positioning System (GPS) and cellular communications technologies to provide the real-time location of DPW’s transit service vehicles during all service hours. The contract includes the delivery of the smartphone apps; a web app for an interactive web site (if DPW so chooses to implement it); an administrative website; the AVL devices; corresponding wireless data plans for the AVL’s; replacement devices in case of damage, loss, or theft; multi-lingual support for English, Spanish, Chinese, and Korean; the ability for the public to receive per-stop next arrival times via text message (SMS); and one year of maintenance during the base two-year contract period. The recommended Contract includes optional extensions for up to an additional three and one-half years.

DPW is further recommending to the Board of Supervisors that it find the contract work is not a project under the California Environmental Quality Act and that it delegate authority to the Director of Public Works to execute the contract, to renew the contract during the optional extension periods, to approve and execute amendments for changes within the scope of work, to suspend work if the Director believes it is in the best interests of the County to do so, and to increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Contract Amount: \$104,225, including all optional extensions and contingency

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Equipment & Installation (30 vehicles) ..... \$ 14,850

**DRAFT**

App Development .....	\$	2,000
Multi-Lingual Setup .....	\$	5,600
Wireless Data Plan (6 months) .....	\$	<u>2,520</u>
<b>Total one-time costs: .....</b>	<b>\$</b>	<b>24,970</b>
Annual costs:		
Maintenance .....	\$	5,600
Multi-Lingual Support.....	\$	1,500
Wireless Data Plan.....	\$	<u>5,040</u>
Subtotal annual costs:.....	\$	12,140
<b>Total annual costs based on 54 months:<sup>1</sup> .....</b>	<b>\$</b>	<b>54,630</b>
<b>Replacement AVL's (damage/loss/theft):.....</b>	<b>\$</b>	<b>15,150</b>
<b>Contingency (10 percent): .....</b>	<b>\$</b>	<b><u>9,475</u></b>
<b>Maximum Contract Sum: .....</b>	<b>\$</b>	<b>104,225</b>

Notes:

<sup>1</sup> The Maximum Contract Term is 66 months with all optional terms, but in calculating the contract authority DPW anticipates that the application development and equipment installation may take up to 12 months, during which time the County would not pay maintenance fees. Therefore, 54 months is used to calculate the anticipated maintenance costs over the life of the Contract.

DPW notes that there will be no impact to the County General Fund, as the Contract funding is included in the FY 2019-2020 Transit Operations Fund Budget as part of the Proposition A Local Return Transit Program. Future fiscal year funding will be requested in the annual budget process, and the Contract provides for Termination/Suspension for Nonappropriation of Funds if future funding is not appropriated for this Contract.

The functionality for text messaging (SMS) of next arrivals at a specific stop is included at no additional cost. It will require the placement of a telephone number and stop ID at 907 stops throughout the transit system. The cost and labor of placing such signage is not included in the Contract or this analysis, and the Department indicates that Public Works will perform this work.

RISKS:

- Contractor Performance** – DoubleMap will be leveraging technology, software, and services that it uses for other transit systems, reducing the risk and time to delivery for DPW’s smartphone apps. The Contract includes provisions for Termination/Suspension for Convenience and Termination/Suspension for Default. The Contractor must carry Technology Errors & Omissions insurance with limits not less than \$10 million. The Performance

Requirement Summary identifies deductions for failure to meet the required performance indicators and are assessed on a per-occurrence or a per-occurrence per day basis that ranges from \$100-500. This includes deductions for app outages, failure to respond to security incidents, and failure to respond to complaints, requests, or discrepancies. There are also terms for liquidated damages in the amount of \$200 per day for failure to complete work as specified. Additionally, any fines assessed on the County for the Contractor's negligence or failure to comply with federal, state, or local rules, regulations, or requirements will be passed through to the Contractor plus a \$500 deduction per occurrence. The Department, as part of the County's Quality Assurance Plan, will monitor the Contractor's performance under the Contract at least once per year. Finally, the app development payment is subject to a 15% holdback to be released upon final acceptance by the County. These provisions should be adequate to ensure acceptable contractor performance and correct any deficiencies.

- 2. Technology Changes** – Due to the rapid evolution of consumer technologies, it is likely over time that the methods and devices for accessing transit information will change. This risk is mitigated by the Contract's frequent and short optional maintenance extensions and the relatively low initial and on-going costs associated with providing the real-time location data of DPW's transit fleet to the public. The Contractor is also required to maintain the apps during the contract, including changes required by the underlying smartphone operating system updates.

OCIO has asked DPW whether the location and schedule data could be integrated with other County systems or third-party services and applications. The Department indicated that such integrations are possible with the Contractor's application programming interface (API) and that any integration-related work would be paid out of the contingency authority requested in this Board Letter. The sharing of this useful public data will also reduce the risk of obsolescence by leveraging innovation from third-party software developers who might use the LAGoBus vehicle location in their own transit or routing apps and services.

- 3. Information Security Review** – The Contract and Scope of Work were reviewed by DPW's Information Security Officer and by a County Deputy Chief Information Security Officer. They determined that the risk profile of the Transit Services Smartphone Application to be low, considering that there is no sensitive or personally identifiable data involved and service disruptions to the applications or AVL systems will not impact the delivery of transit services. The identified security requirements are addressed in the Contract's security requirements exhibit. The information security officers conducting the review did not recommend that cyber liability insurance be required for this contract. The review noted that no background location tracking of the transit user will be allowed unless the user opts-in and that no in-app advertising will be allowed.

PREPARED BY:

\_\_\_\_\_  
ERIC M. SASAKI, DEPUTY CHIEF INFORMATION OFFICER

\_\_\_\_\_  
DATE

APPROVED:

\_\_\_\_\_  
WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

\_\_\_\_\_  
DATE



# SoCalREN Overview and Update

*Increasing impacts throughout  
SoCalREN's service territory*

Thursday, 10/17/19  
County of Los Angeles Ops Cluster

# Southern California REGIONAL ENERGY NETWORK



The County of Los Angeles/Southern California Regional Energy Network (SoCalREN) was created to harness the collective power of residents, businesses and the public sector to achieve an unprecedented level of energy savings across Southern California.



Residential



Workforce Education &  
Training



Financing



Public Agencies

## OBJECTIVES:

- Provide comprehensive solutions to public agencies and their surrounding communities
- Build an effective, flexible and collaborative program structure for local governments
- Leverage external resources to provide services and resources beyond energy efficiency
- Become a cost efficient leader

Learn more about the Southern California Regional Energy Network at [www.socalren.com](http://www.socalren.com)

# Accomplishments Since Inception (2013-2018)



**Over 69.7 Million in  
kWh Savings**



**Over 10,000 in kW  
Savings**



**Over 49,288 metric  
tons of GHG Emission  
Reductions**



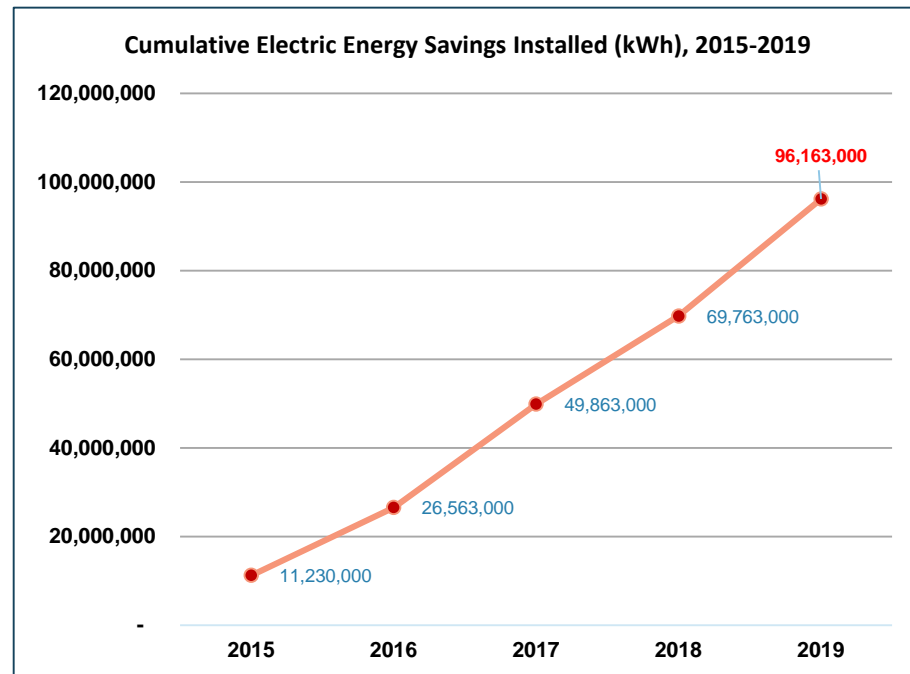
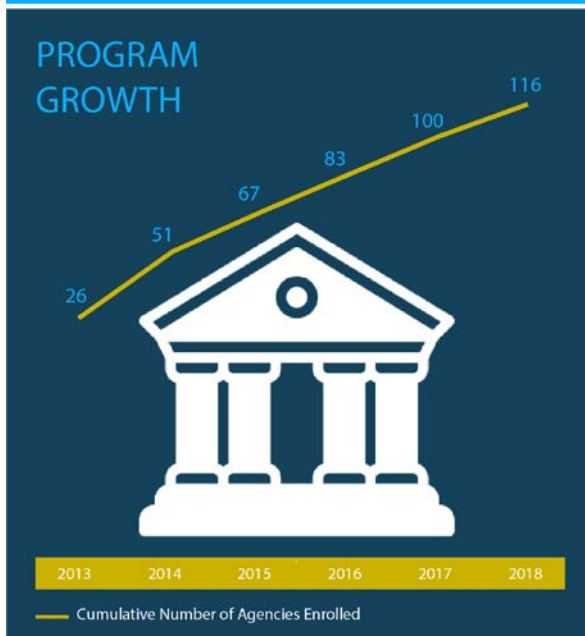
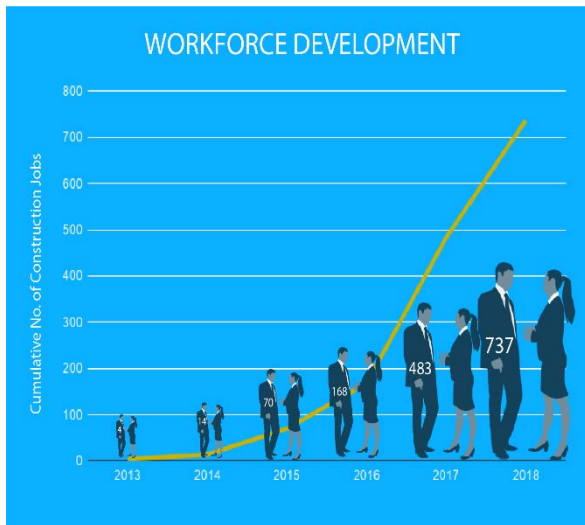
**Over 737 Green Jobs**



**Over 500,000 in Therm  
Savings**

*The reduction in carbon emissions due to the energy saved is equivalent to removing 10,465 cars from the road*

# 2019 Accomplishments and Progress



# Cost-effectiveness Tactics and Progress

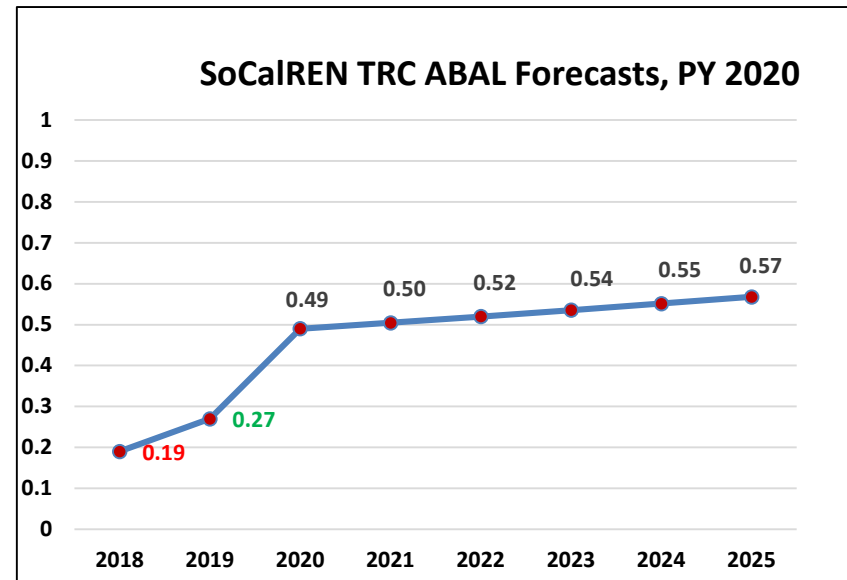
## Drivers Increasing TRC:

- An increase in the number of resource strategies for PY 2020
- Ramp-up of new innovative programs has begun in 2019 and will significantly increase over the next two years and beyond
- Portfolio balancing that occurred in 2018-2019

## Tactics to Increase TRC:

- Reducing overall program costs while aggressively increasing savings over the near term for new and existing resource strategies
- Utilizing innovative approaches in new sectors that capture below code stranded savings
- Reducing SoCalREN Administrative costs

SoCalREN TRC ABAL Forecasts, PY 2020



\* 2018 TRC reflects actual; 2019 TRC reflects anticipated EOY

# SoCalREN Programs

## Public Agency



**Project Delivery Program**



**Metered Savings Program**



**Pathway to Zero**

## Residential



**Multifamily Program**



**Residential Community Coordinator**



**Single Family Whole Building Hybrid**

## Financing



**Public Agency Revolving Loan Fund**



**Residential Loan Loss Reserve**



**Workforce Education & Training**

# Questions?

Minh S. Le  
General Manager  
County of Los Angeles  
323.267.2006  
[MSLe@isd.lacounty.gov](mailto:MSLe@isd.lacounty.gov)

Lujuana Medina  
Section Manager  
County of Los Angeles  
323.881.3971  
[LMedina@isd.lacoutny.go](mailto:LMedina@isd.lacoutny.go)