



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

SACHI A. HAMAI
Chief Executive Officer

REVISED

DATE: December 11, 2019
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830**525**

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 – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
BOARD HEARING ROOM ENHANCEMENTS REFURBISHMENT
PROJECT, PHASE II
BOS/EO – Jeramy Gray, Chief Deputy
 - B) Board Letter:
REQUEST TO INCREASE THE CONTRACT SUM FOR THREE
CONSTRUCTION PROJECT MANAGEMENT AND SUPPORT
SERVICES CONTRACTS
ISD – Christie Carr, Division Manager
 - C) Board Letter:
REQUEST AUTHORITY TO INCREASE ANNUAL CONTRACT SUMS
FOR AS NEEDED ARCHITECTURAL AND ENGINEERING SERVICES
MASTER AGREEMENTS
ISD – Christie Carr, Division Manager
 - D) Board Letter:
SALE OF SURPLUS PROPERTY AT THE CORNER OF ALCAZAR AND
SAN PABLO STREETS FOR REAL ESTATE
CEO/RE – Michael Rodriguez, Chief Program Specialist
 - E) Board Letter:
ACWM METROLOGY LABORATORY RENOVATION CP 87262
CEO/RE/DPW – Gil Garcia, Principal Engineer

CONTINUED ON PAGE 2

- F) Board Memo:
BOARD NOTICE TO EXTEND THREE CERNER CONTRACT FOR 5
YEARS
DHS – James Brady, DHS Chief Information Officer

3. **PRESENTATION/DISCUSSION ITEMS:**

None available at this time.

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

(5 minutes)

- A. Board Letter:
SOLE SOURCE AMENDMENT TO AGREEMENT 75985 (WAUSAU
FINANCIAL SYSTEMS, INC.)
TTC – Bruce Robert, Assistant Treasurer & Tax Collector
- B. Board Letter:
LAVERNE ENHANCED INFRASTRUCTURE FINANCING DISTRICT
CEO/AFFORDABLE HOUSING – Robert Moran, Principal Analyst

**BOARDROOM ENHANCEMENTS REFURBISHMENT PROJECT PHASE II – FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	12/11/2019	
BOARD MEETING	12/17/2019	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Board of Supervisors, Executive Office (EO)	
SUBJECT	Board Hearing Room Enhancements Refurbishment Project	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$1,265,000	Funding source: One-time net County cost savings from the Executive Office of the Board of Supervisors. Project funds are currently appropriated in the Fiscal Year 2019-20 Capital Projects/Refurbishments Budget, Capital Project No. 87608.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Approval of the Board letter will find the proposed project exempt from the California Environmental Quality Act, establish Capital Project No. 87608, approve the budget and scope of work, and authorize the Internal Services Department to deliver the project using a Board-approved Telecommunications Equipment and Services Master Agreement and Job Order Contracts.	
BACKGROUND (include internal/external issues that may exist)	<p>In March 2019 the Board approved the first phase of refurbishments to the Board hearing room. The first phase of improvements included the replacement of lighting over the dais; installation of flat panel monitors, above the public seating area; addition of closed circuit television (CCTV) system; and installation of a video wall system. That phase was completed in September.</p> <p>Approval of the recommended actions will allow further refurbishment of the Board hearing room.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Jeramy Gray, Chief Deputy, Executive Office of the Board of Supervisors (213) 974-1646, jgray@bos.lacounty.gov 	

EXECUTIVE OFFICE



BOARD OF SUPERVISORS

CELIA ZAVALA
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
213-974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

MARK RIDLEY-THOMAS

SHEILA KUEHL

JANICE HAHN

KATHRYN BARGER

December 17, 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:

**BOARD OF SUPERVISORS EXECUTIVE OFFICE
KENNETH HAHN HALL OF ADMINISTRATION, ROOM 381B
BOARDROOM ENHANCEMENTS
REFURBISHMENT PROJECT, PHASE II
APPROVE REFURBISHMENT PROJECT AND
APPROVE PROJECT BUDGET
CAPITAL PROJECT NO. 87608
FIRST DISTRICT - 3 VOTES**

SUBJECT

Approval of the recommendations will find the proposed Boardroom Enhancements Refurbishment Project, Phase II exempt from the California Environmental Quality Act, approve Capital Project No. 87608, approve the budget and scope of work, and authorize the Director of the Internal Services Department, or his designee, to deliver the Boardroom Enhancements Refurbishment Project, Phase II using a Board-approved Telecommunications Equipment and Services Master Agreement and Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Boardroom Enhancements Refurbishment Project, Phase II exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the record of the Project.

2. Establish and approve the Boardroom Enhancements Refurbishment Project, Phase II, Capital Project No. 87608 with an estimated budget of \$1,265,000 and approve the scope of work discussed below.
3. Authorize the Director of Internal Services Department, or his designee, to deliver the Boardroom Enhancements Refurbishment Project, Phase II using a Board-approved Telecommunications Equipment and Services Master Agreement and Board-approved Job Order Contracts.
4. Authorize the Director of Internal Services Department, or his designee, to authorize project work orders; to accept the project and file notices upon final completion of the project; to release retention money withheld pursuant to the applicable provisions of the Public Contract Code; to grant extensions of time on the project, as applicable; and assess liquidated damages as authorized under Government Code section 53069.85 and the contract specifications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Boardroom Enhancements Refurbishment Project, Phase II (Project) exempt from the California Environmental Quality Act (CEQA), establish Capital Project No. 87608, approve the budget and scope of work (SOW), and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Telecommunications Equipment and Services Master Agreement (TESMA) and Job Order Contracts (JOC).

The proposed Project is located at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 381B, in the city of Los Angeles. The Board hearing room serves as a venue facilitating the public's access to information and interaction with the Board. Among other things, it is used primarily to discuss Board agenda items, budget deliberations and adjustments, contract approvals, zoning matters, and special district proceedings.

In March 2019, the Board approved the first phase of refurbishments to the Board hearing room. The first phase of improvements included the replacement of lighting over the dais to allow for enhancement and differentiation of light sources, as well as the ability to change lighting levels on the dais area, focusing attention on dais proceedings; installation of flat panel monitors, above the public seating area to enhance public's access to information and interaction with the Board, and support the delivery of rich high-definition content including live television and multimedia presentations; addition of closed circuit television (CCTV) system to strengthen and enhance security measures in the Board hearing room; and installation of a video wall system to deliver high definition content, including live television and multimedia presentations, integrate other County digital services (e.g., CCTV, emergency alerts, video conferencing, etc.), provide interactive functionality for Board members, improve audience viewing of Board proceedings and service delivery to the public, support staff functions, and assist Board meeting presenters. This phase was completed in September 2019.

Approval of the recommended actions will allow further refurbishment of the Board hearing room. The scope of work for the proposed Project includes:

1. Improve overall flow of the dais by installing public podium outside dais, utilize modular desks to provide flexibility in dais work space, and enhance American Disabilities Act (ADA) access.
2. Create a dedicated press and media box area, at the back of the Boardroom, with technical systems providing high definition connectivity to audio/video and streaming feeds.
3. Upgrade dais technology systems (chair's touchscreen view, agenda held items, voting system, microphone controls, etc.) to include new state-of-the-art touchscreen technology for Supervisors and staff, as well as enhanced control capabilities for the audio and video systems.

The proposed Project will include physical space reconfiguration, dais furniture modifications, and technology enhancements. Space reconfiguration will include moving public comment area to the outside of the dais, redesign of the speaker's well for Board presentations, provide American Disabilities Act (ADA) access to the dais, and relocate the media area from the dais to a new dedicated press box in back of the Boardroom. Installation of the new modular furniture will improve workflow space on the dais for Board members, staff and public. Technology system upgrades will include new state-of-the-art touchscreen technology, with intuitive and streamlined user interface. It will display Board agenda, meeting functions such as presentation, and held items. It will also include a new voting system interface, video conferencing capabilities, collaboration features, and microphone on/off, audio/video, and lighting controls.

Originally constructed in 1960, the Board hearing room has undergone some iterative alterations, but has not kept pace with the growing demands/needs of constituents, Elected Officials, and support staff.

The Project will be managed by ISD. Delivery of the proposed Project will be established in accordance with the County's Purchasing Policies and Procedures and Public Contract Code.

Implementation of Strategic Plan Goals

The proposed Project supports County Strategic Plan Goal III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities by investing in public infrastructure upgrades and technology advancements that will enhance the quality, delivery and accessibility of information to the public.

The proposed Project supports the Board's Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency.

FISCAL IMPACT/FINANCING

The estimated cost for the proposed Project is \$1,265,000, which includes design, consultant services, construction, equipment, Civic Art fee, and ISD County services. The details of the proposed Project cost and schedule are available in Schedule A.

The proposed Project will be fully funded with one-time net County cost savings from the Executive Office of the Board of Supervisors (EO). Project funds are currently appropriated in the Fiscal Year 2019-20 Capital Projects/Refurbishments Budget, Capital Project No. 87608.

If the estimated Project cost exceeds \$1,265,000, the EO will return to the Board to request an increase to the Project budget. One-time start-up costs or additional ongoing costs are not anticipated as a result of the proposed Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's updated Local and Targeted Worker Hire Policy, adopted on June 11, 2019, the proposed Project will include a best effort hiring goal that at least thirty percent (30%) of total California construction labor hours worked on the Project be performed by qualified local residents.

Pursuant to the Board's Civic Art Policy, adopted on December 7, 2004 and last amended on August 11, 2015, the Project is required to allocate one percent (1%) of the design and construction costs to the Civic Art Fund.

The Chief Information Officer (CIO) reviewed this Board Letter and recommends approval. The CIO determined that the recommended actions require no formal CIO analysis.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The Project scope of reconfiguring the Boardroom to allow improved workflow and ADA access and providing technological upgrades in the Board hearing room is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301, 15302, 15303, and 15311 of the State CEQA Guidelines and Classes 1, 2, 3, and 11 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project involves negligible or no expansion of current use and any components replaced will continue to have the same purpose and capacity as the original components. In addition, based on Project records, it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listings on hazardous waste site lists compiled pursuant to California Government Code Section 65962.5, or any potential to

cause an adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon your Board's approval of the Project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

CONTRACTING PROCESS

ISD will carry out the Project using a Board-approved TESMA and JOC under the statutory authority of the County's Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with the County's Purchasing Policies and Procedures and JOC under the provisions of Public Contract Code. The agreement/contract contain terms and conditions supporting the Board's required ordinances, policies, and programs including, but not limited to: Child Support Compliance Program; Contractor Responsibility and Debarment; Contractor Employee Jury Service Program; Defaulted Property Tax Reduction Program; County's Greater Avenues for Independence (GAIN) and General Relief Opportunities (GROW) Programs; Report of Improper Solicitations; Contract Language to Assist in Placement of Displaced County Workers; and Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of this Project will allow the Board room to be used on an interim basis for Board meetings while renovations are underway. Coordination with ISD Facilities Operations Services and contractors will be essential to minimize the impact of construction and maximize the value of the respective renovations.

CONCLUSION

Please return one adopted copy of this Board letter to the ISD Facilities Operations Services, one adopted copy to the Chief Executive Office, Capital Programs Division and one adopted copy to the Board of Supervisors, Executive Office, Planning and Performance Management Division.

Respectfully submitted,

CELIA ZAVALA
Executive Officer

CZ:JG:JPA:jv

Enclosures

c: Chief Executive Officer
Chief Information Officer
County Counsel
Auditor-Controller
Internal Services Department

SCHEDULE A

PROJECT SCHEDULE AND BUDGET SUMMARY

**BOARD OF SUPERVISORS EXECUTIVE OFFICE
KENNETH HAHN HALL OF ADMINISTRATION, ROOM 381B
BOARDROOM ENHANCEMENTS
REFURBISHMENT PROJECT, PHASE II CAPITAL PROJECT NO. 87608**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Board Letter Approval	December 2019
Complete Construction Documents	December 2019
Start Construction	December 2019
Substantial Completion	July 2020
Project Acceptance	August 2020

II. BUDGET SUMMARY

Budget Category	Proposed Budget
Design	\$ 137,000
Construction	\$ 398,000
Change Order Allowance	\$ 82,600
Inspection/Permits	\$ 15,000
AV Technology / Connectivity	\$49,000
Technology Services	\$ 412,400
Civic Art Fee	\$ 5,300
ISD Indirect Cost	\$ 165,700
Total Project Budget	\$ 1,265,000

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	December 11, 2019			
BOARD MEETING	January 7, 2020			
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS			
DEPARTMENT	Internal Services Department (ISD)			
SUBJECT	Request delegated authority for ISD to increase the annual sum for three contracts to provide construction project management (CPM) and support services for the County's maintenance, repair, and refurbishments projects, and authorize ISD to execute amendments to the three CPM Contracts to compensate contractors for costs associated with obtaining temporary work space.			
PROGRAM	N/A			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A			
DEADLINES/ TIME CONSTRAINTS	None			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Total cost: \$6 million, per year, per contract, with an annual combined aggregate total of \$18 million for three contracts per year. </td><td style="width: 50%;"> Funding source: Sufficient appropriation for the recommended contracts is included in ISD's Fiscal Year 2019-20 Adopted Budget and funding will be requested in future years to address the option years. Expenditures will be offset through billings to County departments. </td></tr> </table>		Total cost: \$6 million, per year, per contract, with an annual combined aggregate total of \$18 million for three contracts per year.	Funding source: Sufficient appropriation for the recommended contracts is included in ISD's Fiscal Year 2019-20 Adopted Budget and funding will be requested in future years to address the option years. Expenditures will be offset through billings to County departments.
Total cost: \$6 million, per year, per contract, with an annual combined aggregate total of \$18 million for three contracts per year.	Funding source: Sufficient appropriation for the recommended contracts is included in ISD's Fiscal Year 2019-20 Adopted Budget and funding will be requested in future years to address the option years. Expenditures will be offset through billings to County departments.			
	TERMS: Three years, with two one-year renewal options, effective December 3, 2018; initial end term Dec. 3, 2021.			
	Explanation: The compensation to the contractors for costs associated with obtaining temporary work space will be at a fixed, negotiated rate/fee without mark-ups, and the new annual contract amount includes the cost associated with compensating the CPM Contractor for procurement of temporary facilities.			
PURPOSE OF REQUEST	<p>The recommendation to increase the annual sum for the three contracts by \$2 million per contract is necessary to meet the immediate and anticipated construction project management and support services associated with an increase in the County's maintenance, repair and refurbishment projects in support of the County's Facility Reinvestment Program.</p> <p>Pursuant to Subsection 6.2, Furnished Items, County Responsibilities, of the Statement of Work, the County is responsible to make available to the CPM Contractors a work area used in the performance of the required services. Due to the limited facility space at ISD's Eastern facility, ISD is unable to provide this required work space. As such, ISD is requesting authority to amend the three CPM Contracts to include a provision to compensate the CPM Contractors for costs associated with procuring temporary work-space facilities (including, security, custodial services and utilities for the procured facilities).</p>			
BACKGROUND (include internal/external issues that may exist)	On November 13, 2018, the Board of Supervisors authorized the Director of ISD, or designee, to execute three contracts for construction project management and support services. Contracts with Jacobs Project Management Co., STV Construction, Inc./Simpson & Simpson, and Vanir Construction Management, Inc., were executed on December 3, 2018, for a not-to-exceed amount of \$4 million, per contract, per year.			
DEPARTMENTAL AND OTHER CONTACTS	Christie Carr Division Manager (323)267-3101 ccarr@isd.lacounty.gov			



SCOTT MINNIX
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

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

"Trusted Partner and Provider of Choice"

January 7, 2020

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 TO INCREASE THE CONTRACT SUM FOR THREE CONSTRUCTION PROJECT MANAGEMENT AND SUPPORT SERVICES CONTRACTS (ALL DISTRICTS – 3 VOTES)

SUBJECT

Request delegated authority to increase the maximum annual sum for three contracts to provide construction project management and support services for the County's maintenance, repair, and refurbishments projects.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Authorize the Director of the Internal Services Department (ISD), or his designee, to execute contract amendments to increase the maximum annual sum for three Construction Project Management and Support (CPM) Services contracts by \$2 million, per contract, for supplementary construction project management and support services. Approval of this action will increase the maximum annual contract amount, per contract, from \$4 million to an annual not-to-exceed amount of \$6 million, per contract, per year, with an annual combined aggregate total of \$18 million for all three contracts, beginning in Fiscal Year (FY) 2019-20.
3. Authorize the ISD Director to execute amendments to the three CPM Contracts to compensate the contractors for costs associated with obtaining temporary

work space to support the Facilities Reinvestment Program. The CPM Contractor will be compensated at a fixed, negotiated rate/fee without mark-ups.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 13, 2018, your Board authorized the Director of ISD, or designee, to execute three contracts for construction project management and support services. Contracts with Jacobs Project Management Co., STV Construction, Inc./Simpson & Simpson, and Vanir Construction Management, Inc., were executed on December 3, 2018, for a not-to-exceed amount of \$4 million, per contract, per year.

Recommendation two to increase the maximum annual sum for the three contracts by \$2 million per contract is necessary to meet the immediate and anticipated construction project management and support services requirements associated with an increase in the County's maintenance, repair and refurbishment projects in support of the County's Facility Reinvestment Program, which are managed by ISD's Facilities Operations Services (FOS).

Recommendation three is requested due to the limited facility space at ISD's Eastern facility to accommodate the employees of the CMP contractors who are supporting the Facility Reinvestment Program. ISD is requesting authority to amend the three CPM Contracts to include a provision to compensate the CPM Contractors for costs associated with procuring temporary work-space facilities, including, security, custodial services and utilities for the procured facilities

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action meets the County's Strategic Plan Goals III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for the County of Los Angeles residents and visitors.

FISCAL IMPACT/FINANCING

The recommended action seeks to increase the annual sum for the three CPM Services contracts by \$2 million per contract, from \$4 million to an annual not-to-exceed amount of \$6 million, per contract, with an annual combined aggregate total of \$18 million for all three contracts, beginning in FY 2019-20. The new not-to-exceed annual contract amount includes the cost associated with compensating the CPM Contractor for procurement of temporary facilities and its associated costs. ISD will only incur

construction project expenditures to the extent that they are offset through County department billings and within available appropriation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the Contracts, Section 5.1, Contract Sum, ISD may request your Board's approval to supplement the initial contract amounts by up to \$2 million per contract, per year, for an annual not-to-exceed total amount of \$6 million, per contract, per year.

Pursuant to Subsection 6.2, Furnished Items, of Section 6.0, County Responsibilities, of the Statement of Work, the County is responsible to make available to the CPM Contractors a work area, and all necessary equipment and supplies used in the performance of the required services. Given the limited space available in ISD's Eastern facility, ISD cannot provide the necessary work space to the CPM Contractors, as required in the Contracts. ISD is, therefore, requesting authority to execute amendments to the three CPM Contracts to allow the CPM Contractors to be compensated for procurement of temporary facilities/work-space and associated costs while supporting the Facilities Reinvestment Program.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not projects pursuant to the CEQA because they are activities which are excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The proposed actions are an administrative activity of the government which will not result in a direct or indirect change to the environment.

CONTRACTING PROCESS

On February 6, 2018, ISD released a Request for Proposal for CPM Services. Nine proposals were received by the April 30, 2018 deadline. On November 13, 2018, your Board authorized the Director of ISD, or designee, to execute three contracts for construction project management and support services for a not-to-exceed amount of \$4 million, per contract, per year.

ISD's existing contracts have a three-year contract term effective December 3, 2018, with two one-year renewal options.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these contracts is required for the completion of maintenance, repair, and refurbishment of County infrastructure and facilities work managed by ISD. Minor

Each Supervisor
January 7, 2020
Page 2

impacts to tenant departments may occur while maintenance, repair, and refurbishment of County infrastructure and facilities work is underway.

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return two stamped and signed copies of this letter to the Director of ISD.

Respectfully submitted,

SCOTT MINNIX
Director

SM:SH:MO:CC:kg:ct

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

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	December 11, 2019	
BOARD MEETING	January 7, 2020	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	REQUEST AUTHORITY TO INCREASE ANNUAL CONTRACT SUMS FOR AS-NEEDED ARCHITECTURAL AND ENGINEERING SERVICES MASTER AGREEMENTS	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$2 million, per year, per contract, with an annual combined aggregate total of \$26 million for thirteen Master Agreements (MAs).	Funding source: The MAs will only be used where sufficient budgeted funds are available from departments requesting work which will be offset through County department billings and within available appropriation.
	TERMS: One year, with four one-year renewal options, effective July 19, 2018. Final end date: July 18, 2023 after all extensions.	
PURPOSE OF REQUEST	<p>Over the next five years, ISD anticipates a substantial increase in required A&E services to allow for the completion of the most critical repair work required at County-owned facilities. ISD does not have sufficient in-house engineering and design capabilities to perform this work. The recommended action to increase the maximum annual Master Agreement sums will augment ISD's ability to provide prompt as-needed design and engineering services for repairs, maintenance, and refurbishment projects in support of the County's Facility Reinvestment Program.</p> <p>ISD is requesting delegated authority to execute amendments to increase the maximum annual sum for 13 Master Agreements by \$500,000, per Master Agreement, to provide as-needed A&E services. Approval of this recommendation will increase the maximum annual agreement amount, per agreement, from \$1.5 million to an annual sum not-to-exceed \$2 million, per year, for each Master Agreement, and an annual combined aggregate total of \$26 million per year for all 13 Master Agreements, beginning in Fiscal Year (FY) 2019-20.</p>	
BACKGROUND (include internal/external issues that may exist)	On July 17, 2018, the Board of Supervisors authorized the Director of ISD, or designee, to execute 14 Master Agreements for A&E services. One A&E vendor rescinded its MA due to a conflict of interest; therefore, ISD executed 13 MAs on July 19, 2019, for a not-to-exceed amount of \$1.5 million per agreement, per year.	
DEPARTMENTAL AND OTHER CONTACTS	Christie Carr Division Manager (323)267-3101 ccarr@isd.lacounty.gov	



SCOTT MINNIX
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

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"Trusted Partner and Provider of Choice"

January 7, 2020

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 AUTHORITY TO INCREASE ANNUAL CONTRACT SUMS FOR AS-
NEEDED ARCHITECTURAL AND ENGINEERING SERVICES MASTER
AGREEMENTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request delegated authority to increase the maximum annual contract sum for 13 Master Agreements (MA) for a not-to-exceed annual contract amount of \$2 million per agreement for as-needed architectural and engineering (A&E) services in support of the County's maintenance, repair, and refurbishments projects.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Authorize the Director of Internal Services Department (ISD), or his designee, to execute amendments to increase the maximum annual sum for 13 Master Agreements by \$500,000, per Master Agreement, to provide as-needed A&E services. Approval of this recommendation will increase the maximum annual agreement amount, per agreement, from \$1.5 million to an annual sum not-to-exceed \$2 million, per year, for each Master Agreement, and an annual combined aggregate total of \$26 million per year for all 13 Master Agreements, beginning in Fiscal Year (FY) 2019-20.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD provides repair, maintenance, and refurbishment services to County facilities. Some County renovation and repair work requires programming, design, or engineering to fully define the work and obtain the required local jurisdictional approvals (e.g., building permits). Over the next five years, ISD anticipates a substantial increase in required A&E services to allow for the completion of the most critical repair work required at County-owned facilities. ISD does not have sufficient in-house engineering and design capabilities to perform this work. The recommended action to increase the maximum annual Master Agreement sums will augment ISD's ability to provide prompt as-needed design and engineering services for repairs, maintenance, and refurbishment projects in support of the County's Facility Reinvestment Program and is necessary to meet the immediate and anticipated A&E services requirements associated with these projects managed by ISD's Facilities Operations Services (FOS).

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goals III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for the County of Los Angeles residents and visitors.

FISCAL IMPACT/FINANCING

The A&E MAs do not guarantee a contractor any minimum amount of work. The County only incurs an obligation as individual Work Orders are issued. The MAs will only be used where sufficient budgeted funds are available from departments requesting work. Approval of this recommendation will increase the maximum annual agreement amount, per agreement, from \$1.5 million to an annual sum not-to-exceed \$2 million, per year, for each Master Agreement. ISD will incur A&E expenditures not-to-exceed \$26 million per year to the extent that they are offset through County department billings and within available appropriation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Amendments have been reviewed and approved as to form by County Counsel. All Master Agreement terms and conditions remain unchanged.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to award as-needed architectural/engineering and support services is an administrative activity of government, which will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On October 3, 2017, ISD released a Request for Statement of Qualifications (RFSQ) for As-Needed A&E Services. Fifteen Statements of Qualifications (SOQs) were received by the December 4, 2017 deadline.

On July 17, 2018, your Board authorized the Director of ISD, or designee to execute 14 MAs for A&E services, for a not-to-exceed amount of \$1.5 million, per contract, per year, with an annual combined aggregate total of \$21 million for all 14 MAs. Subsequently, one A&E vendor rescinded its MA due to a conflict of interest; therefore, ISD executed 13 MAs with the remaining qualified vendors on July 19, 2018. The MAs were executed on July 19, 2018, for a not-to-exceed amount of \$1.5 million per MA, per year.

When A&E services under these agreements are required, ISD requests these services via a Work Order from 1 of the 13 firms (Attachment 1) on a rotational basis. ISD distributes A&E services among all of the qualified firms equitably.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these MAs is required for the completion of maintenance, repair, and refurbishment of County infrastructure and facilities work managed by ISD. There will be no negative impact on current County services or projects during the performance of the recommended A&E services MAs.

Honorable Board of Supervisors
January 7, 2020
Page 4

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return two stamped and signed copies of this letter to the Director of ISD.

Respectfully submitted,

SCOTT MINNIX
Director

SM:SH:MO:CC:SO:ew
Attachment

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

**AS-NEEDED ARCHITECTURAL AND ENGINEERING SERVICES
AWARDED FIRMS**

FIRM	ADDRESS	CITY/STATE/ZIP	LSBE
BOA Architecture	1511 Cota Avenue	Long Beach, CA 90813	x
AWu Government Services	370 Crenshaw Blvd., Suite E104	Torrance, CA 90503	x
Choy Associates, Inc.	2627 Manhattan Beach Blvd., #206	Redondo Beach, CA 90278	x
GA Design, Inc.	19191 South Vermont Avenue, Suite #640	Torrance, CA 90502	x
HH Fremer Architects, Inc.	2121 Wilshire Blvd., Suite 210	Santa Monica, CA 90403	x
IDS Group, Inc.	11845 W. Olympic Blvd., Suite 515	Los Angeles, CA 90064	
J.C. Chang & Associates, Inc.	385 Van Ness Ave., Suite 208	Torrance, CA 90501	x
JTC Architects, Inc.	65 North First Ave., Suite 201	Arcadia, CA 91006	
La Cañada Design Group	630 N. Rosemead Blvd., Suite 400	Pasadena, CA 91107	x
Owen Group, Inc.	811 Wilshire Blvd, Suite 1050	Los Angeles, CA 90017	x
RAW International, Inc.	800 S. Figueroa Street, Suite 600	Los Angeles, CA 90017	x
SRD Architects, Inc.	3920 E. Coronado Street, Suite #201	Anaheim, CA 91807	
Viniegra & Viniegra Architecture, LLP	5232 Otis Avenue	Tarzana, CA 91356	x

BOARD LETTER / MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	12/11/2019			
BOARD MEETING	1/7/2020			
SUPERVISORIAL DISTRICT AFFECTED	First District			
DEPARTMENT	CEO			
SUBJECT	The recommendations are to approve the sale of approximately 1,367 square feet of surplus County-owned property, located at the northeast corner of Alcazar Street and San Pablo Street (Property), to the adjacent property owner, University of Southern California (USC), and to request delegated authority to the Chief Executive Officer, or her designee, to execute a Purchase and Sale Agreement with USC, and to request that the Chair of the Board of Supervisors execute a Quitclaim Deed of the real property to USC as required by California Streets and Highways Code Section 960.			
PROGRAM	CEO			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	The City of Los Angeles requested USC to acquire the County property to include in its hotel development project.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: N/A</td><td style="width: 50%;">Funding source: N/A</td></tr> </table>		Total cost: N/A	Funding source: N/A
Total cost: N/A	Funding source: N/A			
	TERMS (if applicable): \$84,000 purchase price, lump sum payment, upon execution of Purchase and Sale Agreement and Board of Approval. Explanation: USC has agreed to a purchase price of \$84,000 for the Property. This price was established pursuant to an acceptable appraisal report. USC has also agreed to cover all transaction expenses such as title, escrow, and recording fees. The proceeds from this transaction will be deposited into the County Road Fund. There will not be any financial obligations of the County for consummating this transaction.			
PURPOSE OF REQUEST	The purpose of the recommended actions is to find the actions categorically exempt from the provisions of the CEQA; obtain approval to sell and quitclaim County of Los Angeles (County) fee-owned property at the northeast corner of Alcazar Street and San Pablo Street to USC; obtain delegated authority for the Chief Executive Officer, or her designee, to execute a Purchase and Sale Agreement with USC and any other ancillary documentation necessary to complete the transaction; and obtain approval and authorization for the Chair of the Board of Supervisors to execute a quitclaim deed conveying the subject Property to USC.			
BACKGROUND (include internal/external issues that may exist)	The Property, comprised of 1,367 square foot of unimproved land, is considered a remnant parcel acquired in January 1964 for the expansion of San Pablo Street, which never occurred. USC approached the County about acquiring the Property to include in its hotel development project. Per the City of Los Angeles guidelines, the Property is not considered a buildable lot that can be developed. Assemblage of the remnant parcel with adjacent parcels is the most favorable approach for using the remnant parcel.			
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Michael G. Rodriguez CEO Real Estate Division 213-974-4246 MGRodriguez@ceo.lacounty.gov			



County of Los Angeles CHIEF EXECUTIVE OFFICE

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

SACHI A. HAMAI
Chief Executive Officer

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

January 7, 2019

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

Dear Supervisors:

**PROPOSED SALE OF SURPLUS COUNTY PROPERTY
NORTHEAST CORNER OF ALCAZAR STREET AND SAN PABLO STREET
CITY OF LOS ANGELES
(FIRST DISTRICT)
(3 VOTES)**

SUBJECT

The recommendations are to approve the sale of approximately 1,367 square feet of surplus County-owned property, located at the northeast corner of Alcazar Street and San Pablo Street (Property), to the adjacent property owner, University of Southern California (USC), and to request delegated authority to the Chief Executive Officer, or her designee, to execute a Purchase and Sale Agreement with USC, and to request that the Chair of the Board of Supervisors execute a Quitclaim Deed of the real property to USC as required by California Streets and Highways Code Section 960.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed sale of the surplus Property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15312 of the State of California CEQA Guidelines (Surplus Government Property Sales), and Class 12 of the Los Angeles County Environmental Reporting Procedures and Guidelines, Appendix G, and none of the exceptions to the application of the exemptions apply.
2. Find that the County's fee interest in the real property located at the northeast corner of Alcazar Street and San Pablo Street in the City of Los Angeles (the Property) is no longer required for highway purposes.

3. Approve the proposed sale of the County of Los Angeles' fee interest in the Property to USC for the purchase price of \$84,000; delegate authority to the Chief Executive Officer, or her designee, to execute a Purchase and Sale Agreement with USC, approved as to form by County Counsel, to consummate this transaction and any other ancillary documentation necessary to complete the transaction; and approve and authorize the Chair of the Board of Supervisors to execute the Quitclaim Deed attached hereto.
4. Instruct the Auditor-Controller to deposit the sale proceeds into the County Road Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find the actions categorically exempt from the provisions of the CEQA; obtain approval to sell and quitclaim County of Los Angeles (County) fee-owned property at the northeast corner of Alcazar Street and San Pablo Street to USC; obtain delegated authority for the Chief Executive Officer, or her designee, to execute a Purchase and Sale Agreement with USC and any other ancillary documentation necessary to complete the transaction; and obtain approval and authorization for the Chair of the Board of Supervisors to execute a quitclaim deed conveying the subject Property to USC. The Property, comprised of 1,367 square foot of unimproved land, is considered a remnant parcel acquired in January 1964 for the expansion of San Pablo Street, which never occurred. USC approached the County about acquiring the Property to include in its hotel development project. Per the City of Los Angeles guidelines, the Property is not considered a buildable lot that can be developed. Assemblage of the remnant parcel with adjacent parcels is the most favorable approach for using the remnant parcel.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed disposition of the remnant parcel supports the Countywide Strategic Plan Goal III.3.2, which calls for the maximized use of County assets, guiding strategic investments, supporting economic development in ways that are fiscally responsible and align with the County's highest priority needs. By conveying the Property, the County would help support a hotel project that will strengthen the vibrancy of the surrounding community and eliminate County liability for an unused parcel of land.

FISCAL IMPACT/FINANCING

USC has agreed to a purchase price of \$84,000 for the Property. This price was established pursuant to an acceptable appraisal report. USC has also agreed to cover all transaction expenses such as title, escrow, and recording fees. The proceeds from this transaction will be deposited into the County Road Fund. There will not be any financial obligations of the County for consummating this transaction.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed sale of the Property is authorized by California Streets and Highways Code Section 960. This Section provides as follows: "Whenever the board of supervisors determines that any real property, or interest therein, acquired by the county for highway purposes is no longer necessary for those purposes, the county may sell or exchange the real property, or interest therein, in the manner and upon the terms and conditions approved by the board of supervisors. Any conveyance under this section shall be executed on behalf of the county by the chairman of the board of supervisors, and the money received for the real property shall be paid into the county treasury to the credit of any fund available for highway purposes, which the board of supervisors delegates."

As required by Government Code Section 65402, the proposed sale was submitted to the City of Los Angeles Planning Department, which has jurisdiction for determining conformance with the adopted general plan. No objection to this transaction was received.

ENVIRONMENTAL DOCUMENTATION

The sale of surplus Property is categorically exempt from CEQA pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales). The categorical exemption (Class 12) is also provided, pursuant to the revised Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. Additionally, the proposed actions do not involve any cumulative impacts, unusual circumstances, or other limiting factors that would make the exemptions inapplicable, based on the project records.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will not have any impact on current services or projects.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return one adopted Board letter, one certified copy of the Minute Order, and one original executed quitclaim deed to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:DPH
DL:JLC:MR:ls

Enclosures

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

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2019 by and between the **COUNTY OF LOS ANGELES, a body corporate and politic** ("Seller") and University of Southern California, a California nonprofit public benefit corporation ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located at the northeast corner of East Alcazar Street and North San Pablo Street, in the city of Los Angeles, County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is eighty four thousand and NO/100 dollars (\$84,000), payable by Buyer to Seller as follows:

A. Eight thousand four hundred and NO/100 dollars (\$8,400.00), receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be sent by Buyer to Seller contemporaneously with the execution of this Agreement and refunded to Buyer only in the event the Property is not conveyed to Buyer as the sole direct result of Seller's uncured breach of this Agreement.

B. The remaining balance of seventy-five thousand six hundred and NO/100 dollars (\$75,600.00) to be paid in full thirty (30) days prior to the conveyance of the Property in accordance with Section 4 herein, subject to approval from Seller's board.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. Buyer shall also pay for the cost of surveying the Property and creating the legal description of the Property as provided for herein. In the event any cost or expense is paid by Seller, Buyer shall immediately, upon Seller's request, remit a certified check payable to the County of Los Angeles in an amount equal to the aggregate of all such costs and expenses.

4. Conveyance and Closing Date. On the Closing Date, Seller shall convey the Property to Buyer by quitclaim deed, in the form attached hereto as Exhibit B and incorporated by this reference ("Deed"), subject to:

A. All taxes, interest, penalties, and assessments of record assessed

but not yet due, if any;

B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way, whether or not recorded, if any; and

C. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property, in perpetuity.

5. Closing Date. Seller shall convey the Property on a date (the "Closing Date") occurring approximately sixty (60) days after the later of (A) the date on which the County of Los Angeles Board of Supervisors (the "County Board"), in its sole and absolute discretion, approves the sale of the Property and (B) the date on which Seller is in receipt of all of Buyer's Payments and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with all Payments and associated documents (and any other documents reasonably requested by County in connection with the conveyance of the Property) to effectuate the Closing within 180 days of the date Seller executes this Agreement and Deed, Seller, at its option and in its sole and absolute discretion, may elect to terminate this Agreement, and thereafter Seller shall have no further obligations to Buyer pursuant to this Agreement.

6. Title. Buyer understands that the Property is being sold without any representation or warranty of any kind regarding the condition of title to the Property, and Buyer further acknowledges and understands that Seller expressly disclaims any such representation or warranty, express or implied. Buyer accepts all matters, whether of record or otherwise, record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Buyer acknowledges that Buyer has the right but not the obligation to engage, at Buyer's sole cost and expense, a licensed title company to issue a title report and policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

7. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: University of Southern California, a California nonprofit public benefit corporation, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder, subject to all terms and conditions of this Agreement.

8. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 herein.

9. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "AS IS," "WHERE IS" and "WITH ALL FAULTS" solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents, and Seller hereby expressly disclaims any such representation or warranty of any kind, express or implied. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute or be construed as a representation or warranty made by Seller. Buyer acknowledges and agrees that it has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall be solely responsible for any and all costs and expenses incurred in connection with the removal and lawful disposal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Buyer acknowledges and agrees that Seller has disclosed all information in Seller's possession that impacts Buyer's use of the Property. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller. Buyer knowingly and willingly assumes any and all risk related to the existence of any and all other conditions that could impact Buyer's use of or the value of the Property.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition and to fully comply with all such zoning regulations and other governmental requirements at all times during Buyer's possession of the Property.
- D. Buyer agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnitees"), and each of them, from and against any and all claims, demands, actions, rights, causes of action, obligations, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees and court costs (collectively, "Claims") of any nature whatsoever in any way related to or arising out of or in connection with this Agreement or the Property.

- E. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical, environmental, hazardous materials, endangered species, zoning, access or water course issues or conditions, may not have been revealed by Buyer's investigations. Buyer releases all County Indemnitees from, and waives any and all Claims of any and every kind of character, known or unknown, which Buyer may have against County Indemnitees for, arising out of, or attributable to, any information or disclosures Seller may have provided to Buyer or any latent or patent issue or condition at the Property, including, without limitation, claims, liabilities and contribution rights relating to the presence, discovery or removal of any hazardous materials in, at, about or under the Property, or for, connected with or arising out of any and all claims or causes of action based thereon, but in all cases except to the extent of any fraud or willful misconduct by Seller. For purposes of this Agreement, the term "hazardous material" shall mean any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, asbestos or asbestos containing material, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product, fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including, without limitation, mold, mildew and viruses, whether or not living. It is the intention of the parties that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit all County Indemnitees from any such unknown losses, damages, liabilities, costs and expenses. In furtherance of this intention, Buyer hereby expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST

HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."



Buyer's Initials

Buyer acknowledges that the foregoing acknowledgements, releases and waivers including, without limitation, the waiver of the provisions of California Civil Code Section 1542 were expressly bargained for.

10. Possession/Risk of Loss. Any and all risk of loss or damage with respect to the Property shall pass from Seller to Buyer on the Closing Date.

11. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

12. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

13. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void *ab initio*, and of no force and effect whatsoever.

14. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, nationally recognized overnight mail service, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Dean Lehman, Senior Manager
Real Estate Division

Buyer: University of Southern California
Real Estate and Asset Management
University Park Campus, UGW-110,

Los Angeles, CA 90089-7271
Attention: Claudia Macieira

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand, or request is postmarked to the addresses shown above.

15. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

16. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, or in the event of termination of this Agreement due to Buyer's violation of any provision of this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THE TYPE OF TRANSACTION CONTEMPLATED BY THIS AGREEMENT; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THE TYPE OF TRANSACTION CONTEMPLATED BY THIS AGREEMENT; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____

Buyer's Initials

17. Conveyance of Buyer's Property. If, at any time during the period between the execution of this Agreement by Buyer and the conveyance of the Property from Seller to Buyer, the Buyer's Property (1550 N. San Pablo Street, AIN 5202-001-009) or any part thereof is granted, conveyed, transferred, or quitclaimed to any third party, or vested by any means in any name(s) other than Buyer, Seller, at its option, may elect to terminate this Agreement, and thereafter, Seller shall have no further obligations to Buyer pursuant to this Agreement. Seller, at its sole option, shall have all remedies in law and equity and shall be entitled to enforce any part of this Agreement and to obtain the benefit of the bargain, together with all remedies contained herein and in accordance with all provisions of this Agreement.

18. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies and represents and warrants that Buyer is in full compliance with the requirements thereof. Failure to fully comply with all such requirements at all time shall constitute a material breach upon which County may terminate this Agreement.

19. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.

20. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

21. Governing Law and Forum.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

22. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

23. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

24. No Presumption Re: Drafter. The parties acknowledge and agree that the

terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

25. Assistance of Counsel. Each party hereto either had the assistance of legal counsel of its choice or had legal counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

26. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such reasonable instruments and documents and to take such reasonable action as may be reasonably required in order to consummate the purchase and sale herein contemplated.

27. Power and Authority. The Buyer has the legal right authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. Buyer further represents that it (i) is duly incorporated, validly existing and in good standing under the laws of the State of California; and (ii) has the power and authority to enter into this Agreement and the documents referenced in this Agreement and to consummate the transaction contemplated by this Agreement and otherwise to perform Buyer's obligations under this Agreement.

28. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

29. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

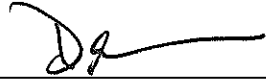
30. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer

31. Counterparts and Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile will be deemed original signatures. Electronic copies of this Agreement shall constitute and be deemed an original copy of this Agreement for all purposes, provided that such electronic copies are fully executed, dated and identical in form to the original hard copy version of this Agreement

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

**UNIVERSITY OF SOUTHERN
CALIFORNIA,
a California nonprofit public benefit
corporation**

By: 
David Wright
Senior Vice President for Administration

Upon approval of this Agreement, a signed copy will be mailed via United States Postal Service to Buyer.

SELLER

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

SACHI A. HAMAI
Chief Executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar- Recorder/County Clerk

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

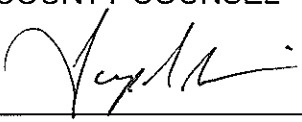

Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

THAT PORTION OF LOT 16 OF JOHN SULLIVAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 120 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 16; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 16, A DISTANCE OF 80 FEET; THENCE EASTERLY, IN A DIRECT LINE, TO A POINT IN THE EASTERLY LINE OF SAID LOT 16, DISTAN SOUTHERLY THEREON 85.00 FEET, FROM SAID MOST NORTHERLY CORNER; THENCE NORTHERLY, ALONG SAID EASTERLY LINE, 85.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

QUITCLAIM DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

University of Southern California
Real Estate and Asset Management
University Park Campus, UGW-110
Los Angeles, CA 90089-72715

Space above this line for Recorders use

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic, does hereby remise, release, and quitclaim to University of Southern California ("Grantee") all of the County's right, title and interest in and to the described real property ("Property").

The Property is located at the Northeast corner of Alcazar Street and San Pablo Street in the City of Los Angeles, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and depicted in Exhibit B which exhibits are incorporated herein by reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. All covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Pursuant to authorization by the Board of Supervisors of the County of Los Angeles, this conveyance has been executed on behalf of said County by the Chair of the Board of Supervisors of the County of Los Angeles on the _____ day of _____, 2019.

ATTEST:

CELIA ZAVALA, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

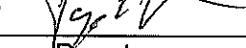
By  _____
Deputy

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

THAT PORTION OF LOT 16 OF JOHN SULLIVAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 120 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 16; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 16, A DISTANCE OF 80 FEET; THENCE EASTERLY, IN A DIRECT LINE, TO A POINT IN THE EASTERLY LINE OF SAID LOT 16, DISTANCE SOUTHERLY THEREON 85.00 FEET, FROM SAID MOST NORTHERLY CORNER; THENCE NORTHERLY, ALONG SAID EASTERLY LINE, 85.00 FEET TO THE POINT OF BEGINNING.

SITE MAP



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

OPS CLUSTER AGENDA REVIEW DATE	12/11/2019	
BOARD MEETING	1/7/2020	
SUPERVISORIAL DISTRICT AFFECTED	SD1	
DEPARTMENT	Agricultural Commissioner/Weight and Measures	
SUBJECT	Metrology Laboratory Renovation	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	No	
COST & FUNDING	Total cost: \$5,300,000	Funding source: NCC
	TERMS (if applicable):	
	Explanation: \$2,306,000 NCC – Departmental savings; \$2,994,000 - EM funds	
PURPOSE OF REQUEST	Recommend approval of Agricultural Commissioner/Weights and Measures Metrology Laboratory Renovation project and authorize DPW to deliver the project using a Board-approved Job Order Contract.	
BACKGROUND (include internal/external issues that may exist)	N/A	
DEPARTMENTAL AND OTHER CONTACTS	DPW - Gil Garcia (626) 300-2310 GGARCIA@dpw.lacounty.gov ACWM – Jennifer (626) 575-5454 Jlbarra@acwm.lacounty.gov CEO - Alisa Chepeian (213) 974-4266 achepeian@ceo.lacounty.gov	

**FACT SHEET - CAPITAL PROJECT
AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
METROLOGY LABORATORY RENOVATION
First District**

TARGET AGENDA DATE

January 7, 2020

SUBJECT

DPW seeks approval of the Agricultural Commissioner/Weights and Measures Metrology Laboratory Renovation project and authorization to deliver the project using a Board-approved Job Order Contract.

RECOMMENDATIONS

1. Find the proposed projects exempt from the CEQA;
2. Approve the Agricultural Commissioner/Weights and Measures Metrology Laboratory Renovation project, Capital Project No. 87262, with a total project budget of \$5,300,000.
3. Authorize the Director of Public Works or his designee to deliver the project using a Board-approved Job Order Contract.

The proposed project consist of renovating the building to have the laboratory meet National Institute of Standards and Technology accreditation standards; replacing the roofing, electrical main switchgear and panels, fire alarm system, and interior lighting; repairing and upgrading the heating, ventilation, and air conditioning system for improved temperature and humidity controls; repairing and remodeling the interior finishes and casework; and renovating the restrooms to meet current Americans with Disabilities Act accessibility requirements

TPCE - \$5,300,000 - funded \$2,306,000 with prior year NCC and \$2,994,000 with EM funds:

Schedule - Construction Start – March 2020 and Substantial Completion - February 2021.

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:

**CONSTRUCTION CONTRACT
PUBLIC BUILDINGS CORE SERVICE AREA
AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
METROLOGY LABORATORY RENOVATION
APPROVE CAPITAL PROJECT AND BUDGET
SPECS. 7435; CAPITAL PROJECT NO. 87262
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Agricultural Commissioner/Weights and Measures Metrology Laboratory Renovation project and authorization to deliver the project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Agricultural Commissioner/Weights and Measures Metrology Laboratory Renovation project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve the Agricultural Commissioner/Weights and Measures Metrology Laboratory Renovation project, Capital Project No. 87262, with a total project budget of \$5,300,000.
3. Authorize the Director of Public Works or his designee to deliver the project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Agricultural Commissioner/Weights and Measures Metrology Laboratory Renovation project exempt from the California

Environmental Quality Act (CEQA); approve the capital project and budget; and authorize Public Works to deliver the project using a Board-approved Job Order Contract (JOC).

Agricultural Commissioner/Weights and Measures occupies a 20,400-square-foot building built in 1975 that houses a 3,200-square-foot metrology laboratory along with 17,200 square feet of office space at the South Gate Station located at 11012 Garfield Avenue, South Gate, CA 90280.

The laboratory maintains the calibration standards of mass and volume for the County of Los Angeles and is responsible for the calibration of all standards used in the testing of commercial weighing and measuring devices across the County. The laboratory also offers fee-based calibration services to commercial customers. Due to the building's aged infrastructure, the laboratory is unable to maintain strict environmental temperature and humidity controls needed for high precision calibration services and National Institute of Standards and Technology Office of Weights and Measures accreditation.

The proposed project will consist of renovating the building to have the laboratory meet National Institute of Standards and Technology accreditation standards to provide higher precision calibration services for the County and commercial customers and to address high-priority deferred maintenance repairs as part of the County's Facility Reinvestment Program to extend the service life of the building.

The renovation work will include replacing the roofing, electrical main switchgear and panels, fire alarm system, and interior lighting; repairing and upgrading the heating, ventilation, and air conditioning system for improved temperature and humidity controls; repairing and remodeling the interior finishes and casework; and renovating the restrooms to meet current Americans with Disabilities Act accessibility requirements.

Public Works completed the design using a Board-approved, on-call consultant and is seeking approval from the Board to complete the construction using a Board-approved JOC. It is anticipated that construction will begin in March 2020 and be completed in February 2021.

Green Building/Sustainable Design Program

The project will support the Board's policy for Green Building/Sustainable Design Program by incorporating energy-efficient mechanical and electrical equipment and fixtures as part of the building renovation.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total project cost, including plans and specifications, plan check, consultant services, construction, change order contingency, and County services, is currently estimated at \$5,300,000. The Project Schedule and Budget Summary are enclosed (Enclosure).

Sufficient appropriation is available in the Fiscal Year 2019-20 Capital Projects/Refurbishment Budget, Capital Project No. 87262, to fully fund the project. The proposed project is funded with \$2,306,000 of prior year net County cost derived from prior years' departmental cost savings, and \$2,994,000 of Extraordinary Maintenance funds appropriated as part of the Fiscal Year 2019-20 County Facility Reinvestment Program.

Operating Budget Impact

Agricultural Commissioner/Weights and Measures does not anticipate any one-time, start-up costs or an increase in ongoing maintenance and operational costs following completion of the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, the proposed project budget includes 1 percent of the eligible design and construction costs (\$36,500) to be allocated to the Civic Art Fund.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the project will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from CEQA. It consists of repairs and renovation to the existing laboratory building. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301(a), (d), and (l); and 15302(c) of the State CEQA Guidelines and Classes 1(c), (d), (l), and 2(e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, replacement, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites complied pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of proposed project.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code.

CONTRACTING PROCESS

Public Works completed the design using a Board-approved, on-call consultant and will deliver the project using a Board-approved JOC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The South Gate facility will remain operational during construction, and the contractor will be required to phase and coordinate construction activities with the County to minimize disruption to facility operations and functions. However, the metrology laboratory will be out of commission for the duration of construction, and staff from the office areas of the building to be renovated will be temporarily relocated to the adjacent vacant former environmental toxicology laboratory building during the construction phase.

The Honorable Board of Supervisors
January 7, 2020
Page 5

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA
Director of Public Works

MP:AKM:jc

Enclosure

c: Agricultural Commissioner/Weights and Measures
Department of Arts and Culture
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office

January 7, 2020

ENCLOSURE

**CONSTRUCTION CONTRACT
PUBLIC BUILDINGS CORE SERVICE AREA
AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
METROLOGY LABORATORY RENOVATION
APPROVE CAPITAL PROJECT AND BUDGET
SPECS. 7435; CAPITAL PROJECT NO. 87262
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	05/31/19*
Jurisdictional Approvals	09/27/19*
Construction Award (JOC)	02/28/20
Start Construction	03/02/20
Substantial Completion	02/28/21
Project Acceptance	05/31/21

*Actual Completion Date

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Construction	\$ 3,766,500
Programming	\$ 125,000
Plans and Specifications	\$ 350,000
Consultant Services	\$ 130,000
Miscellaneous Expenditures	\$ 40,000
Jurisdictional Review/Plan Check/Permits	\$ 100,000
County Services	\$ 788,500
TOTAL	\$ 5,300,000

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	12/11/2019		
BOARD MEETING	N/A		
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts		
DEPARTMENT	Department of Health Services (DHS)		
SUBJECT	ADVANCE NOTIFICATION OF INTENT TO EXTEND (I) AGREEMENT NO. H-705407 WITH CERNER CORPORATION; (II) AGREEMENT NUMBER 77871 WITH CERNER CORPORATION AND (III) AGREEMENT NUMBER H-705839 WITH CERNER HEALTHCARE SOLUTIONS, INC., ALL ON A SOLE SOURCE BASIS		
PROGRAM			
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p>Agreement Number H-705407 (ORCHID Agreement); Agreement Number 77871 (JHIS Agreement); Agreement Number H-705839 (OPIS Agreement). DHS is actively negotiating with Cerner for the purchase of a time and scheduling solution, of which the Board was notified on April 5, 2018. The full deployment of the system may take up to three years, which would leave minimal useful life under the full term of the ORCHID Agreement for a fully deployed integrated clinical and time and scheduling system. As to the JHIS and OPIS Agreements, the purchase of the time and scheduling system is expected to be large and impactful to Cerner, which grants the County a unique opportunity to negotiate favorable financial terms for an extension of the current Cerner agreements for these clinical systems. DHS intends to extend the ORCHID and JHIS Agreements for five (5) years each, and extend the OPIS Agreement to be coterminous with the ORCHID Agreement, with all such extensions to occur on a sole source basis.</p>		
DEADLINES/ TIME CONSTRAINTS	Time is of the essence. As mentioned above, DHS is actively negotiating with Cerner, so the opportunity to leverage these existing contractual relationships is diminishing rapidly. The expiration dates of the ORCHID, JHIS and OPIS Agreements (inclusive of available options) are 12/31/27, 11/18/22 and 10/31/21, respectively.		
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: TBD</td><td style="width: 50%;">Funding source: DHS and Correctional Health Services (CHS) Fiscal Year 2019-20 Final Budget and will be requested as continuing appropriation in future fiscal years.</td></tr> </table> <p>TERMS (if applicable):</p> <p>Explanation: DHS funds the ORCHID and OPIS Agreements, and CHS funds the JHIS Agreement</p>	Total cost: TBD	Funding source: DHS and Correctional Health Services (CHS) Fiscal Year 2019-20 Final Budget and will be requested as continuing appropriation in future fiscal years.
Total cost: TBD	Funding source: DHS and Correctional Health Services (CHS) Fiscal Year 2019-20 Final Budget and will be requested as continuing appropriation in future fiscal years.		
PURPOSE OF REQUEST	Provide the Board advanced notification of the Health Agency's (Agency) and DHS's intent to amend these Agreements to extend the ORCHID Agreement and the JHIS Agreement for five (5) years each, and extend the OPIS Agreement to be coterminous with the ORCHID Agreement, with all such extensions to occur on a sole source basis.		
BACKGROUND (include internal/external issues that may exist)	<p>The ORCHID Agreement was awarded in 2012 after a competitive solicitation. The Board approved the first agreement for JHIS with Cerner to develop, implement, and maintain JHIS in 1998, as a result of a competitive solicitation. On 11/20/12, the Board approved the current JHIS Agreement with Cerner as a replacement agreement, on a sole source basis. The Board approved the current sole source OPIS Agreement with Cerner Healthcare Solutions on 4/2/13, to support DHS Outpatient Central Fill Services provided by Cardinal Health Pharmacy Services, LLC.</p> <p>While DHS is not certain that such negotiations will be successful or that it will exercise any of the extensions once negotiated and approved by your Board, this sole source notice for consideration of extensions of the Cerner agreements is being provided now so that DHS has flexibility to consider including these extensions in its negotiations if it is in the best economic interest of the County.</p>		
DEPARTMENTAL AND OTHER CONTACTS	James Brady, DHS Chief Information Officer, (213) 270-4887, JBrady@dhs.lacounty.gov ,		

TBD

TO: Supervisor Janice Hahn, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Kathryn Barger

FROM: Christina R. Ghaly, M.D.
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND (I) AGREEMENT NO. H-705407 WITH CERNER CORPORATION; (II) AGREEMENT NUMBER 77871 WITH CERNER CORPORATION AND (III) AGREEMENT NUMBER H-705839 WITH CERNER HEALTHCARE SOLUTIONS, INC., ALL ON A SOLE SOURCE BASIS**

This is to provide the Board of Supervisors (Board) with advanced notification of the Health Agency's (Agency) and Department of Health Services' (DHS) intent to amend (i) Agreement Number H-705407 (ORCHID Agreement) with Cerner Corporation (Cerner) for the provision of an electronic health record (EHR) system, also known as the Online Realtime Centralized Health Information Database (ORCHID), (ii) Agreement Number 77871 (JHIS Agreement) with Cerner for the provision of an EHR system for correctional health services, also known as the Jail Health Information System (JHIS); and (iii) Agreement Number H-705839 (OPIS Agreement) with Cerner Healthcare Solutions, Inc., for the provision of a pharmacy system, also known as Outpatient Pharmacy Information System (OPIS), extending the ORCHID Agreement and the JHIS Agreement for five (5) years each, and extending the OPIS Agreement to be coterminous with the ORCHID Agreement, with all such extensions to occur on a sole source basis.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for extension of a Board-approved agreement at least six months prior to the agreement's expiration date. The expiration dates of the ORCHID, JHIS and OPIS Agreements (inclusive of available options) are December 31, 2027, November 18, 2022 and October 31, 2021, respectively.

Background

The ORCHID Agreement was awarded in 2012 after a competitive solicitation. It was initially approved by the Board on November 27, 2012. Pursuant to the ORCHID Agreement, Cerner provides ongoing maintenance and support services, hosting services, application management and professional services. ORCHID provides an integrated EHR across all care settings in DHS and was extended to the Department of

Public Health in February 2018. In August 2019, an average ORCHID day included: 13,364 unique users; 99,237 orders; 874 emergency department visits; and an average total daily census of 1107 occupied beds.

On November 20, 2012, the Board approved a sole source replacement agreement with Cerner for the provision of JHIS remote hosting services, software upgrades, significant new application functionality, sublicensed software, application management services and related services, as well as maintenance services, which is all provided via Cerner's proprietary Millennium software. The Board approved the first agreement for JHIS with Cerner to develop, implement, and maintain JHIS in 1998 as a result of a Request for Proposals. JHIS was implemented to address the concerns and mandates of the Department of Justice by addressing improved efficiencies and effectiveness for the inmate care delivery system. JHIS was implemented in three phases and successfully operated for ten years with County providing hosting services. The current JHIS Agreement was approved as a successor sole source agreement, and included a transition of hosting from the County to Cerner's data center in Kansas City, Missouri, as well as ongoing upgrade implementation, security, application management, and maintenance and support services.

The Board approved the current sole source OPIS Agreement with Cerner Healthcare Solutions on April 2, 2013, to support DHS Outpatient Central Fill Services provided by Cardinal Health Pharmacy Services, LLC (Cardinal). With the implementation of ORCHID, all prescriptions are prescribed by DHS healthcare providers in an electronic manner. ORCHID sends the electronic prescriptions to OPIS for transfer to Cardinal for fulfillment of the outpatient prescriptions.

Justification

It is in the best economic and operational interest of the County to extend these agreements on a sole source basis. Each of these systems was highly customized over a number of years to meet the needs of the patients and the clinicians of the County. Per the notification provided to your Board on April 5, 2018, DHS is currently in negotiations with Cerner for the purchase of a time and scheduling system on a sole source basis. The full deployment of the time and scheduling system may take as long as three (3) years, which would leave minimal useful life under the full term of the ORCHID Agreement for a fully deployed integrated clinical and time and scheduling system. In addition, considering the fact that the time and scheduling system and the currently deployed Cerner clinical systems are tightly integrated and largely interdependent, there is little opportunity to procure a similar system from another vendor.

As to the JHIS Agreement and the OPIS Agreement, the purchase of the time and scheduling system is expected to be large and impactful to Cerner, which grants the County a unique opportunity to negotiate favorable financial terms for an extension of the current Cerner agreements for the clinical systems. While DHS is not certain that such negotiations will be successful or that it will exercise any of the extensions once

Each Supervisor

Date TBD

Page 3

negotiated and approved by your Board, this sole source notice for consideration of extensions of the Cerner agreements is being provided now so that DHS has flexibility to consider including these extensions in its negotiations if it is in the best economic interest of the County.

Conclusion

Consistent with the Sole Source Board policy, DHS is informing the Board of its intention to negotiate amendments to extend the term of the subject agreements. As negotiations for the time and scheduling system are time sensitive, If deemed appropriate by the negotiating team, DHS will commence negotiations for the contract extensions unless otherwise instructed by the Board.

Should you have any questions or require additional information, please let me know or your staff my contact Julio Alvarado, Director, Contracts and Grants Division, at (213) 288-7819.

CRG:ja

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

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	<p>➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.</p> <p>It is in the best economic and operational interest of the County to extend the ORCHID, JHIS and OPIS Agreements with Cerner on a sole source basis. Each of these systems was highly customized over a number of years to meet the needs of the patients and the clinicians of the County. In addition, DHS is currently in negotiations with Cerner for the purchase of a time and scheduling system on a sole source basis, of which the Board was notified on April 5, 2018. The full deployment of the time and scheduling system may take as long as three (3) years, which would leave minimal useful life under the full term of the ORCHID Agreement for a fully deployed integrated clinical and time and scheduling system. In addition, considering the fact that the time and scheduling system and the currently deployed Cerner clinical systems are tightly integrated and largely interdependent, there is little opportunity to procure a similar system from another vendor.</p>

	<p>As to the JHIS Agreement and the OPIS Agreement, the purchase of the time and scheduling system is expected to be large and impactful to Cerner, which grants the County a unique opportunity to negotiate favorable financial terms for an extension of the current Cerner agreements for the clinical systems. While DHS is not certain that such negotiations will be successful or that it will exercise any of the extensions once negotiated and approved by your Board, this sole source notice for consideration of extensions of the Cerner agreements is being provided now so that DHS has flexibility to consider including these extensions in its negotiations if it is in the best economic interest of the County.</p>
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Chief Executive Office

Date