



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: May 20, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**
TELECONFERENCE ID: 927075833

To join via phone, dial 1(415)655-0001, then press 927075833# , then press # when prompted for attendee number ****IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILITATE PARTICIPANT CHECK-IN****

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

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:
PROPOSED SALE OF COUNTY PROPERTY NORTHWEST CORNER OF ALTADENA GOLF COURSE UNINCORPORATED ALTADENA AREA
CEO/RE – Michael Rodriguez, Chief Program Specialist
 - B) Board Memo:
ADVANCED NOTIFICATION TO NEGOTIATE SOLE SOURCE AMENDMENT WITH IDEMIA IDENTITY AND SECURITY USA, LLC
LASD – Lt. Derick Sabatini and Angelo Faiella, Contracts Manager
 - C) Board Letter:
ISSUANCE AND SALE OF LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION LEASE REVENUE BONDS, 2020 SERIES A
TTC – Keith Knox, Treasurer and Tax Collector and Daniel Wiles, Assistant Treasurer and Tax Collector

CONTINUED ON PAGE 2

- D) Board Letter:
REQUEST FOR TEMPORARY TRANSFERS FROM AVAILABLE FUNDS
TO MEET FINANCIAL OBLIGATIONS
Auditor/Controller – Connie Yee, Assistant Auditor-Controller

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	5/20/2020	
BOARD MEETING	6/2/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	Fifth	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	PROPOSED SALE OF SURPLUS COUNTY PROPERTY NORTHWEST CORNER OF ALTADENA GOLF COURSE, UNINCORPORATED ALTADENA AREA	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: Purchase price of \$31,339	Funding source:
	TERMS (if applicable): Country club to pay County \$31,339 for purchase of County Property	
	Explanation: Alta Dena Country Club is encroaching upon the Alta Dena Golf Course with a children's playground. Parcel is no longer needed for County or other public purposes. Sale Proceeds will be deposited into the Department of Parks and Recreation's Park Improvement Fund for use at the Altadena Golf Course.	
PURPOSE OF REQUEST	Approve the sale of the encroached Golf Course property to the Alta Dena Golf Course for a purchase price of \$31,339.	
BACKGROUND (include internal/external issues that may exist)	1) Country Club has been encroaching on a 2,442 square foot parcel of land on the County golf course with a children's playground area. 2) County cannot utilize the property where the playground now sits. 3) Department of Parks and Recreation concluded that the County cannot utilize the property where the playground now sits nor will the sale impact golf course operations. 4) Sale will cure the encroachment of County property.	
DEPARTMENTAL AND OTHER CONTACTS	Michael Rodriguez, Chief Program Specialist 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

June 2, 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:

**PROPOSED SALE OF SURPLUS COUNTY PROPERTY
NORTHWEST CORNER OF ALTADENA GOLF COURSE
UNINCORPORATED ALTADENA AREA
(FIFTH DISTRICT)
(3 VOTES)**

SUBJECT

This action is to approve the sale of approximately 2,442 square feet of surplus County-owned property to the adjacent property owner, Altadena Town and Country Club (ATCC), and to authorize the Chief Executive Officer, or her designee, to execute a Purchase and Sale Agreement with ATCC, and to execute a Quitclaim Deed of the real property to ATCC.

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, for the reasons stated in this Board letter and in the record of the project.
2. Find that the County's fee interest in the real property located at the northwest corner of Altadena Golf Course located at 1456 East Mendocino Street in the unincorporated Altadena area (Property), as legally described in the Quitclaim Deed, is no longer necessary for County or other public purposes and the estimated sales price does not exceed \$100,000.

3. Find that the Property is exempt surplus land as defined in Government Code Section 54221(f)(1)(B) as it is surplus land that is (i) less than 5,000 square feet in area, (ii) not contiguous to land owned by a state or local agency for open-space or low- and moderate-income housing purposes, and (iii) is being sold to an owner of contiguous land.
4. Approve the sale of the County of Los Angeles' fee interest in the Property to ATCC for the purchase price of \$31,339 in accordance with Government Code Section 25526.7.
5. Delegate authority to the Chief Executive Officer, or her designee, to execute (i) a Purchase and Sale Agreement with ATCC, and (ii) a Quitclaim Deed, conveying the Property to ATCC, both substantially similar to the enclosed.
6. Delegate authority to the Chief Executive Officer, or her designee, to complete and execute any other ancillary documentation, approved as to form by County Counsel, necessary to complete the transaction.
7. Instruct the Auditor-Controller to deposit the sale proceeds into the Department of Parks and Recreation's Park Improvement Fund for use at the Altadena Golf Course.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find the actions categorically exempt from the provisions of the California Environmental Quality Act (CEQA); find the Property to be exempt surplus land under Government Code Section 54221(f)(1)(B); obtain approval to sell and quitclaim the Property to ATCC; obtain delegated authority for the Chief Executive Officer or her designee to execute a Purchase and Sale Agreement with ATCC, a Quitclaim Deed, and any other ancillary documentation necessary to complete the transaction, approved as to form by County Counsel.

The subject 2,442 square feet of property is currently improved as a playground area by ATCC and is encroaching on County of Los Angeles fee-owned property. The County cannot utilize the Property where the playground now sits and requested that ATCC cure the encroachment by purchasing the subject land. This action will allow ATCC to cure its encroachment on County property.

The Department of Parks and Recreation (Parks and Recreation) has reviewed this matter and concluded that the sale of this property does not impact the operation of the golf course.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed disposition of the encroachment parcel supports 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 revenue from the sale will generate funds that would be used to improve the Altadena Golf Course. Furthermore, the sale will eliminate the need to maintain the property and reduce the County's expenses and liability while providing future revenue through assessment and taxation.

FISCAL IMPACT/FINANCING

ATCC has agreed to a purchase price of \$31,339 for the encroachment parcel. This price was established pursuant to an acceptable appraisal report. ATCC 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 Parks and Recreation's Park Improvement Fund and used for improvements of the Altadena Golf Course. There will not be any financial obligations of the County for consummating this transaction.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed sale of the subject parcel is authorized by Government Code Section 25526.7. This Section provides as follows: "Whenever the board of supervisors of a county containing a population of 6,000,000 or more determines that any real property or interest therein belonging to the county is no longer necessary for county or other public purposes, and its estimated sales price does not exceed one hundred thousand dollars (\$100,000), the county may sell, exchange, quitclaim, or convey that real property or interest therein in the manner and upon the terms and conditions approved by the board of supervisors without complying with any other sections in this article."

The Property is exempt surplus land as defined in Government Code Section 54221(f)(1)(B) as it is (i) less than 5,000 square feet in area, (ii) not contiguous to land owned by a state or local agency for open-space or low- and moderate-income housing purposes, and (iii) is being sold to an owner of contiguous land.

As required by Government Code Section 65402, the proposed sale was submitted to the County of Department of Regional Planning, 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, based on the proposed project records, the proposed actions will comply with all applicable regulations, do not involve any cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Parks and Recreation has concluded that the sale of this property will have no impact on the operation of the golf course.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return one adopted Board letter and one certified copy of the Minute Order 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:DPH:DL
JLC:MGR:MT

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
Parks and Recreation

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2020 by and between the **COUNTY OF LOS ANGELES**, a body corporate and politic ("Seller") and **Altadena Town and Country Club**, a California nonprofit 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 1456 East Mendocino Street, in the city of Altadena, County of Los Angeles, State of California, legally described and referenced as Parcel A 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 thirty-one thousand three hundred thirty-nine and NO/100 dollars (\$31,339.00), payable by Buyer to Seller as follows:

A. Three thousand one hundred and NO/100 dollars (\$3,100.00), 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 twenty-eight thousand two hundred thirty-nine and NO/100 dollars (\$28,239.00) 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 the County Board (as defined below).

The payments of the Purchase Price as described above along with any other payments by Buyer required by this Agreement shall be referred to as "Buyer's Payments". Buyer's 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 as defined in Section 5 below, 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 of record, 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 Buyer's Payments and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with all Buyer's 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 of 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 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: Altadena Town and Country Club, a California nonprofit 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," 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 waives any and all Claims (as hereinafter defined) against County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnitees"), and agrees to indemnify, defend, save, and hold harmless the 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.

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: Altadena Town and Country Club
2290 Country Club Drive
Altadena, CA 91001
Attention: Craig Sloane

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. Remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S BREACH OF THIS AGREEMENT, AS LIQUIDATED DAMAGES 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 DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY.

Seller's Initials_____

Buyer's Initials_____

In the event of any material default of Seller, Buyer may, by written notice to Seller, cancel this Agreement, whereupon the Down Payment shall be returned to Buyer.

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 Real Property located at 2290 Country Club Drive, Altadena, 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.

[signatures on following page.]

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

BUYER

**ALTADENA TOWN AND COUNTRY
CLUB,**
a California nonprofit corporation

By: _____
Its: General Manager

Print name: Craig Sloane

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

EXHIBIT 'A'

PARCEL 'A'

THE LAND REFERRED TO HEREIN BELOW IS SITUATED ALTADENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, TRACT NO. 7343, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 110, PAGES 11 AND 12, OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT WITH THE WESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED MAY 27, 1949 IN BOOK 30195, PAGE 258 OF OFFICIAL RECORDS; THENCE SOUTH 00°05'58" WEST ALONG SAID WESTERLY LINE 269.51 FEET; THENCE NORTH 89°57'04" WEST A DISTANCE OF 125.88 FEET; THENCE SOUTH 33°14'57" WEST A DISTANCE OF 59.97 FEET; THENCE SOUTH 81°09'11" WEST A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 81°09'11" WEST A DISTANCE OF 177.01 FEET; THENCE SOUTH 0°05'45" WEST A DISTANCE OF 1.88 FEET; THENCE SOUTH 89°47'46" EAST A DISTANCE OF 152.81 FEET; THENCE NORTH 36°42'23" EAST A DISTANCE OF 36.98 FEET TO THE POINT OF BEGINNING.

THE PARCEL AREA IS 2,435 SQUARE FEET MORE OR LESS.



EXHIBIT B
QUITCLAIM DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Dean Lehman,
Senior Manager

Space above this line for Recorders use

APN: 5847-023-900 (PORTION)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration, receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Altadena Town and Country Club ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located at the northwest corner of 1456 East Mendocino Street in the City of Altadena, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and depicted in Exhibit B which are incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

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

Dated _____

COUNTY OF LOS ANGELES

By _____

Sachi A. Hamai
Chief Executive Officer

COLA LOG NO. _____

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT 'A'

PARCEL 'A'

THE LAND REFERRED TO HEREIN BELOW IS SITUATED ALTADENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

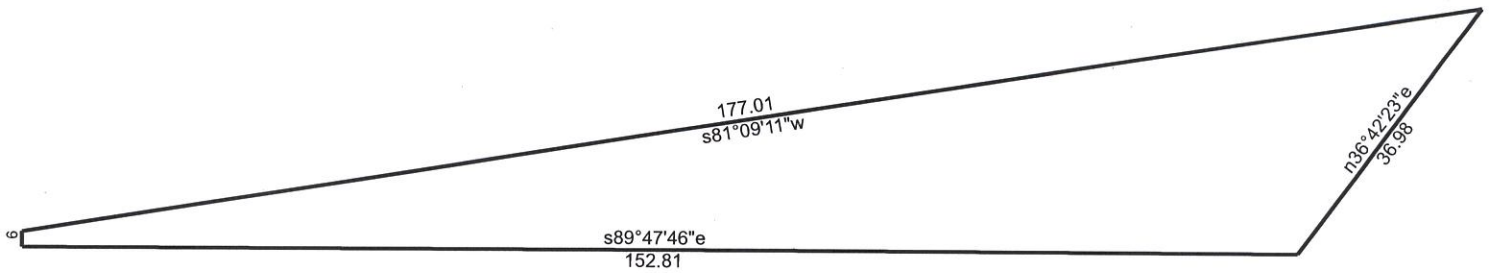
THAT PORTION OF LOT 1, TRACT NO. 7343, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 110, PAGES 11 AND 12, OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT WITH THE WESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED MAY 27, 1949 IN BOOK 30195, PAGE 258 OF OFFICIAL RECORDS; THENCE SOUTH 00°05'58" WEST ALONG SAID WESTERLY LINE 269.51 FEET; THENCE NORTH 89°57'04" WEST A DISTANCE OF 125.88 FEET; THENCE SOUTH 33°14'57" WEST A DISTANCE OF 59.97 FEET; THENCE SOUTH 81°09'11" WEST A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 81°09'11" WEST A DISTANCE OF 177.01 FEET; THENCE SOUTH 0°05'45" WEST A DISTANCE OF 1.88 FEET; THENCE SOUTH 89°47'46" EAST A DISTANCE OF 152.81 FEET; THENCE NORTH 36°42'23" EAST A DISTANCE OF 36.98 FEET TO THE POINT OF BEGINNING.

THE PARCEL AREA IS 2,435 SQUARE FEET MORE OR LESS.



EXHIBIT "B"
SITE MAP



12/10/2019

Scale: 1 inch= 23 feet

File: 120902 Parcel A second revision.ndp

Tract 1: 0.0559 Acres (2436 Sq. Feet), Closure: s89.0413w 0.01 ft. (1/69377), Perimeter=369 ft.

01 /s00.0558w 269.51
02 /n89.5704w 125.88
03 /s33.1457w 59.97
04 /s81.0911w 3.5
05 s81.0911w 177.01
06 s0.0545w 1.88
07 s89.4746e 152.81

08 n36.4223e 36.98

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	5/20/2020	
BOARD MEETING	N/A	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Advance notification of the Department's intent to enter into negotiations for a sole source amendment to Agreement Number 77869 with Idemia Identity & Security USA, LLC	
PROGRAM	Livescan System	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The hardware and software used by the Livescan System are proprietary to Idemia.	
DEADLINES/ TIME CONSTRAINTS	The current contract expires November 30, 2020.	
COST & FUNDING	Total cost: \$1,800,000	Funding source: Remote Access Network (RAN) Board
	TERMS (if applicable): One year with up to 12 additional months in any increment.	
	Explanation: The proposed extension will be procured at zero cost to the County. Cost will be funded through the Automated Fingerprint Identification System (AFIS) Fund (Number 41079).	
PURPOSE OF REQUEST	The continuation of the Livescan System is critical to the County's Livescan devices which are still in use while a successor system is being implemented.	
BACKGROUND (include internal/external issues that may exist)	No issues or concerns	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Angelo Faiella, (213) 229-3259, afaiell@lasd.org Lt. Derick Sabatini, (562) 345-4319, dssabati@lasd.org 	

May 13, 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:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS
FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77869
WITH IDEMIA IDENTITY & SECURITY USA, LLC TO PROVIDE CONTINUED
LIVESCAN SYSTEM MAINTENANCE AND SUPPORT SERVICES**

SUBJECT

This letter provides advance notification to the Board, in accordance with Board Policy 5.100, that the Los Angeles County (County) Sheriff's Department (Department) intends to enter into negotiations for a Sole Source Amendment (Amendment) to Agreement Number 77869 (Agreement) with Idemia Identity & Security USA, LLC (Idemia) for continued maintenance and support services (Services) for the Department's livescan system. The proposed Amendment will add an estimated \$1,800,000 annually.

PURPOSE

All previously approved Agreement extensions have been exercised. The current Agreement expires on November 30, 2020. This Amendment is needed to extend the term of the Agreement for one year, with up to 12 additional months in any increment, at the County's discretion. The continuation of these Services is critical for maintaining the County's livescan devices which are still in use pending the successful implementation of the successor system, the contract for which the Board approved on December 10, 2019.

BACKGROUND

In 2005, the County purchased 173 new livescan devices through the Internal Services Department (ISD). The devices are housed in every Sheriff's station, police station, criminal booking facility, the Coroner's Office, the District Attorney's Office, Probation Department's offices, and all, but two of the courthouses within the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County.

On November 25, 2008, the Board approved Sole Source Agreement Number 76819 for a term of four years with Identix, Incorporated (Identix) to provide livescan equipment maintenance and support services. That Agreement expired November 30, 2012.

On November 20, 2012, the Board approved a successor Sole Source Agreement Number 77869 with Identix, for a term of four years.

The Agreement was amended on six prior occasions to exercise the option term extensions, add new County-mandated provisions, and memorialize the mergers of Identix with MorphoTrust USA, Inc., and then with Idemia.

On May 31, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to extend the Agreement for one year plus 12 additional months in any increment. The Sheriff executed Amendment Number Four on July 13, 2016.

On October 16, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Five to extend the Agreement for an additional one-year period plus one Option Term of up to 12 months in any increment. The Sheriff executed Amendment Number Five on November 1, 2018.

On December 10, 2019 the Board approved Agreement Number 79015 with DataWorks Plus, LLC to deliver and maintain a Criminal Booking System (CBS) solution to replace the current Idemia livescan machines, backend equipment/software and its related maintenance and support costs.

FISCAL IMPACT/FINANCING

The proposed extension will be procured at zero net cost to the County. The Department will seek approval from the Los Angeles County Regional Identification System (LACRIS) Remote Access Network Board to fund the cost of the proposed Amendment through its Automated Fingerprint Identification System Fund. The expenditures for these Services are estimated to be \$1,800,000 annually.

SOLE SOURCE JUSTIFICATION

LACRIS is responsible for the identification of all criminals arrested in the County. The Amendment is necessary to ensure the livescan equipment located throughout the County continues to operate efficiently and effectively during the transition. The Agreement provides for a contingency fund to procure additional software, hardware, and professional services on an as-needed basis, allowing the equipment to remain fully functional and up-to-date throughout the term of the Agreement.

The livescan system is comprised exclusively of proprietary hardware and software customized to meet the needs of the Department, other County agencies, and the law enforcement members of LACRIS. Idemia is the sole provider of maintenance and support services for all County-owned livescan equipment, hardware, and software. Idemia does not license, certify, or otherwise endorse any third party to provide maintenance or support services to its proprietary technology.

The proposed Amendment will also allow the Department to continue to provide these critical Services while it completes the implementation of CBS, which is estimated to occur during spring 2021.

The Chief Information Office has reviewed the Department's Sole Source justification and concurs with this approach.

CONCLUSION

Pursuant to Board policy, the Department will proceed with Sole Source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Assistant Director David Culver, Fiscal Administration Bureau, at (213) 229-3260.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TL:VU:vu

(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Cammy C. DuPont, Principal Deputy County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John P. Burcher, A/Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Mark Glatt, Division Chief, Technology and Support Division (TSD)
Steve Katz, Commander, TSD
Guninder Singh, Director, TSD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
Brian Yanagi, Captain, Data Systems Bureau (DSB)
Dave Culver, Assistant Director, FAB, Contracts Unit
Derek Sabatini, Lieutenant, Data Systems Bureau
Angelo Faiella, Manager, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Adam R. Wright, Deputy, ASD
Veronica Urenda, Contract Analyst, Contracts Unit

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

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

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	5/20/2020	
BOARD MEETING	6/9/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Treasurer and Tax Collector	
SUBJECT	Issuance and Sale of Los Angeles County Capital Asset Leasing Corporation Lease Revenue Bonds, 2020 Series A (the “Bonds”)	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	6/9/2020	
COST & FUNDING	Total cost: TBD	Funding source: Participating County Departments
	TERMS (if applicable): Competitive or Negotiated sale of the Bonds.	
	Explanation: The borrowing cost of the Bonds will depend on market conditions on the date of the sale. The Bonds will be issued as fixed-rated obligations with a maximum true interest cost not to exceed 4.0%, and a final maturity not to exceed 5 years. The principal amount of the Bonds will not exceed the maximum authorization of \$35,000,000.	
PURPOSE OF REQUEST	The issuance of the Bonds was approved by the LACCAL Board of Directors on May 14, 2020. The LACCAL Equipment Program (the “Equipment Program”) is used by the County to purchase capital equipment through the issuance of lease revenue bonds. The proceeds generated from the sale of the Bonds, when combined with cash collected from County departments, will be applied towards the redemption of \$35 million of outstanding Bond Anticipation Notes (the “BANs”).	
BACKGROUND (include internal/external issues that may exist)	The Equipment Program has been in place for over 30 years, and has provided a cost-effective method for the County to finance the purchase of capital equipment. The assets financed through the Equipment Program have a shorter economic life compared to buildings and typically include equipment such as patrol cars, helicopters, medical equipment, office equipment, and computers. As the initial financing vehicle for the Equipment Program, the Corporation issues BANs that are purchased as an investment by the County Treasury Pool. It has been your Board’s historical practice to authorize the redemption of outstanding BANs prior to final maturity through the issuance and sale of tax-exempt lease revenue bonds by the Corporation through a public offering to the capital markets.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov 	



KEITH KNOX

TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors

HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER

June 9, 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:

ISSUANCE AND SALE OF LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION LEASE REVENUE BONDS, 2020 SERIES A (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Capital Asset Leasing Corporation (the "Corporation"), a California nonprofit public benefit corporation, previously issued Bond Anticipation Notes (the "BANs") to provide the initial financing for the purchase of capital equipment for participating County departments. The Corporation is requesting your Board to approve a Lease Agreement with the Corporation and certain other related documents to provide the necessary funding from the County to support the issuance of lease revenue bonds by the Corporation, the proceeds of which will be used to pay off the outstanding BANs.

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the Resolution authorizing the County to lease certain capital equipment from the Corporation, and to execute a Lease Agreement and certain other related documents to support the issuance and sale of Los Angeles County Capital Asset Leasing Corporation Lease Revenue Bonds, 2020 Series A (the "Bonds") in an aggregate principal amount not to exceed \$35,000,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LACCAL Equipment Program (the "Equipment Program") has been in place for over 30 years, and has provided a cost-effective method for the County to finance the purchase of

capital equipment. The assets financed through the Equipment Program have a shorter economic life compared to capital facilities and typically include equipment such as patrol cars, helicopters, medical equipment, office equipment, and computers. As the initial financing vehicle for the Equipment Program, the Corporation issues BANs that are purchased as an investment by the County Treasury Pool. It has been your Board's historical practice to authorize the redemption of outstanding BANs prior to final maturity through the issuance of tax-exempt lease revenue bonds by the Corporation through a public offering to the capital markets.

The issuance of the Bonds was approved by the Corporation's Board of Directors on May 14, 2020. Under the terms of a Lease Agreement in connection with the Bonds, the Corporation will lease the equipment to the County, with the repayment of the Bonds secured by monthly base rental payments from the participating County departments. The proceeds generated from the issuance of the Bonds, when combined with approximately \$10,000,000 of cash on hand from the base rental payments collected from County departments, will be applied towards the redemption of \$35,000,000 of outstanding BANs and the costs of issuing the Bonds.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The appropriations for the base rental payments from County departments related to the Equipment Program are included in the individual departmental budgets on an annual basis. There will be no additional fiscal impact to the County Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Bonds will be issued as fixed-rated obligations with a maximum true interest cost not to exceed 4.0%, and a final maturity not to exceed 5 years. The principal amount of the Bonds will not exceed the maximum authorization of \$35,000,000.

Consistent with previous bond transactions for the Equipment Program, the Treasurer and Tax Collector recommends a competitive offering process for the issuance of the Bonds. The basic structure and terms of this financing, and the market's familiarity with the Equipment Program, support this recommendation. The Treasurer and Tax Collector will award the Bonds based upon the lowest interest cost bid received from qualified investors. However, given the current volatility and disruption in the financial markets caused by the COVID-19 pandemic, the attached Resolution provides the County with flexibility to issue the Bonds through a negotiated sale, if necessary to complete the transaction.

The Honorable Board of Supervisors
June 9, 2020
Page 3

Public Resources Advisory Group has been selected as the financial advisor for this transaction, with Hawkins Delafield & Wood LLP selected by County Counsel to serve as bond counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

Upon approval, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted resolution to the Treasurer and Tax Collector (Office of Public Finance).

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

KK:DW:TP:JP:BS:ad
doc\LACCAL Lease Rev Bonds, 2020 SerA_BI_060220

Attachments (6)

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

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	5/20/2020	
BOARD MEETING	6/9/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Auditor-Controller	
SUBJECT	Temporary Borrowing Letter	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: N/A	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Temporary Borrowing from the County Treasury Pool – Annual Letter	
BACKGROUND (include internal/external issues that may exist)	<p>This letter seeks Board authorization to permit temporary borrowing from the County Treasury Pool. This is an annual item that appears on the agenda and it is designed to assist special districts and other entities that may experience temporary cash shortages prior to their receipt of property taxes and other revenues. These provisions only apply to agencies that maintain money in the County Treasury.</p> <p>In recent years, very few agencies have needed to rely on this authority. However, the County Fire Protection District, which relies heavily on Property and Voter Approved Taxes, has previously experienced temporary cash deficits which have been alleviated by the Board's adoption of the Resolution. The impact of COVID-19 may have the General Fund to rely on this temporary borrowing.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Connie Yee, Assistant Auditor-Controller, (213) 974-0681, cyee@auditor.lacounty.gov	



ARLENE BARRERA
AUDITOR-CONTROLLER

COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

June 9, 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:

REQUEST FOR TEMPORARY TRANSFERS FROM AVAILABLE FUNDS TO MEET FINANCIAL OBLIGATIONS ALL DISTRICTS (3-VOTES)

SUBJECT

This letter requests the Board of Supervisors to authorize temporary transfers of available funds to meet the financial obligations of special districts and other entities, which will occur between July 1, 2020 and April 26, 2021.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the attached resolution authorizing temporary transfers from available funds to meet financial obligations which will occur between July 1, 2020 and April 26, 2021.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Various public entities maintain funds on deposit with the County Treasurer and Tax Collector (Treasurer) throughout the fiscal year. The attached annual resolution authorizes the Treasurer, as directed by the Auditor-Controller, to make temporary cash transfers to the various entities in the event of a cash deficiency. Such transfers shall not exceed 85% of the anticipated revenues accruing to each public entity and are only available, by law, from July 1, 2020 through the last Monday in April, which is April 26, 2021.

Both the California Constitution (the "Constitution") and the California Government Code, at Article XVI, Section 6 and Section 53850 *et seq.* (the "Code"), respectively, allow for the proposed actions. The attached resolution renews the authorization that was in effect for

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Fiscal Year 2019-20 and provides a cash flow option for the eligible public entities that maintain funds on deposit with the Treasurer.

Implementation of Strategic Plan Goals

Approval of this action is consistent with the Strategic Plan Goal Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

Approval of the resolution will enable the various entities to meet their respective cash flow needs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The resolution is required to be renewed each year and has been approved as to form by County Counsel. The resolution authorizes transfers which are permitted under the Constitution and the Code for the period herein specified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Please return two adopted copies of the Board letter to the Executive Office, Board of Supervisors. It is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board letter to the Auditor-Controller's Executive Office.

Respectfully submitted,



ARLENE BARRERA
Auditor-Controller

AB:CY:EB:RA:js

H:\CAFR\Temporary Borrowing\FY 2020\Temporary Borrowing Letter 2020.docx

Attachment

- c: Sachi A. Hamai, Chief Executive Officer
- Mary C. Wickham, County Counsel
- Keith Knox, Treasurer and Tax Collector
- Celia Zavala, Executive Officer, Board of Supervisors
- Audit Committee
- Countywide Communications

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES PROVIDING
FOR THE TEMPORARY TRANSFER OF FUNDS TO
MEET FINANCIAL OBLIGATIONS OF SPECIAL
DISTRICTS AND OTHER ENTITIES**

WHEREAS, the 2020-21 anticipated revenues accruing to the General Fund of Los Angeles County, to the General Fund of the Los Angeles County Public Library, to the Special County Road Funds, to the General Funds of the various Special Districts under the control of the Board of Supervisors of Los Angeles County, to the General Fund of the Los Angeles County Flood Control District, and to the General Funds of school districts, other districts, and political subdivisions in the County (collectively, the “Public Entities”), will not become available until such revenues are collected; and

WHEREAS, the cash in the funds of these Public Entities, may be insufficient to meet their respective obligations that will be incurred between July 1, 2020 and the last Monday in April, which is April 26, 2021; and

WHEREAS, the Board of Supervisors of the County of Los Angeles (the “Board of Supervisors”) intends to respond to any such cash insufficiency in the County’s General Fund through intrafund transfers and the issuance and sale of Tax and Revenue Anticipation Notes, as authorized by Government Code Section 53850, *et seq.*; and

WHEREAS, the Board of Supervisors does not presently intend to make temporary transfers of funds to the County's General Fund as authorized by Article

XVI, Section 6 of the California Constitution (the "Constitution"), but nonetheless desires to provide for such eventuality should it become necessary;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles as follows:

Section 1. The Board of Supervisors, hereby authorizes and directs the Treasurer and Tax Collector of the County of Los Angeles (the "Treasurer"), to make temporary transfers of funds between July 1, 2020 and the last Monday in April, which is April 26, 2021, from available funds in the Treasurer's custody to the General Fund of the Public Entities, in such amounts appropriately directed by the Auditor-Controller of Los Angeles County, in accordance with the provisions contained in the Constitution.

Such temporary transfer of funds shall not exceed 85% of the anticipated revenues accruing to each such Public Entity and shall be replaced from revenues first accruing to each such Public Entity before any other obligations of said Public Entity are met from such revenues.

The foregoing resolution was on the ____ day of _____, 2020 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

By _____
Deputy

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By 
MICHAEL BUENNAGE
Deputy County Counsel