



## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** April 22, 2020  
**TIME:** 2:00 p.m. – 4:00 p.m.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**  
**TELECONFERENCE ID: 923381892**

To join via phone, dial 1 (415) 655-0001, then press 923381892#, 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 Memo:  
ADVANCED NOTICE OF INTENT TO NEGOTIATE SOLE SOURCE AMENDMENT WITH RTZ ASSOICATES, INC.  
WDACS – Mike Agostinelli, Information Technology Manager I
  - B) Board Letter:  
APPROVE CONTRACT MODIFICATIONS FOR ADDITIONAL DESIGN STEWARDSHIP SERVICES FOR THE VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT CONTRACT NUMBER AO-17-403 WITH IDEO, LP  
RR/CC – Dean Logan, Registrar-Recorder/County Clerk and Aaron Nevarez, Division Manager

**CONTINUED ON PAGE 2**

- C) Board Letter:  
SALE OF EASEMENT FROM THE COUNTY OF LOS ANGELES TO  
DANIEL AND LEANNA TRIPATHY  
CEO/RE – Michael Rodriguez, Chief Program Specialist
- D) Board Letter:  
PROPOSED SALE OF SURPLUS COUNTY PROPERTY- INTERSECTION  
OF 2<sup>ND</sup> STREET AND HOPE STREET, LOS ANGELES  
CEO/RE – Michael Rodriguez, Chief Program Specialist
- E) Board Letter:  
ADOPT A RESOLUTION OF THE BOARD OF SUPERVISORS  
EXPRESSING THE INTENT OF THE COUNTY TO ESTABLISH THE  
WEST CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT  
CEO/ED – Robert Moran, Principal Analyst

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

PROBATION – AMENDMENT TO SOLE SOURCE AGREEMENT 77285 WITH  
CERNER FOR PEMRS

TTC – ISSUANCE AND SALE OF 2020-21 TAX AND REVENUE  
ANTICIPATION NOTES

ARTS AND CULTURE – REQUEST THE BOARD APPROVAL FOR  
RETROACTIVE PAYMENT TO SPIRIT AWAKENING FOUNDATION FOR  
PROVIDED SERVICES

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	4/22/2020	
<b>BOARD MEETING</b>		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All Supervisorial Districts	
<b>DEPARTMENT</b>	Workforce Development, Aging and Community Services	
<b>SUBJECT</b>	<b>Advance Notice of Intent to Negotiate Sole Source Amendment with RTZ Associates, Inc.</b>	
<b>PROGRAM</b>	Area Agency on Aging (AAA)	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No RTZ Associates, Inc. specifically customized GetCare- a cloud-based system to help AAA programs collect and report Older Americans Act (OAA) Title III and VII data to the California Department of Aging (CDA) via the California Aging Reporting System (CARS). GetCare is the only system on the market to offer seamless integration with California Aging Reporting System (CARS).	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current Agreement will expire on September 9, 2020.	
<b>COST &amp; FUNDING</b>	Total cost: \$1,262,180	Funding source: Older Americans Act, IIIB Supportive Services (100%)
	TERMS (if applicable): One (1) year with three (3) optional one-year extensions	
	Explanation: Increase contract sum by \$262,255 for year one (1), \$834,925 for three (3) optional one-year extensions, and \$165,000 for pool dollars, for a total additional sum of \$1,262,180.	
<b>PURPOSE OF REQUEST</b>	The purpose is to advise the Board of WDACS' intent to file a sole source agreement with RTZ Associates, Inc to provide continued maintenance of the GetCare system. RTZ Associates Inc, is the State's vendor for their current CARS system. As a result, RTZ Associates, Inc, is the only firm able to offer a system that allows seamless integration of OAA data to CDA. In addition, maintaining the GetCare system will allow the County to save implementation and customization costs as well as an excessive learning curve for our existing 50 plus subrecipients as well as the Departments older adult clients.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The GetCare system is utilized by 500 end users comprised of Department AAA staff and 50 contract services providers. It supports the WDACS' AAA data collection and reporting operations within the County, in compliance with California Department of Aging (CDA) guidelines, as well as real time status and tracking of consumers and services from contracted AAA support vendors. In Fiscal Year 2018-19, the system was used to help deliver 2,244,011 meals to 34,451 unduplicated aged consumers. In addition, the system is customized to allow for extraction and transformation of its data for use within the Department's data warehouse for analysis and ah-hoc reporting. It is also integrated with WDACS' My Senior Center system (including client barcode identification cards) that tracks consumer information and events at the Department's Community and Senior Centers, and enables WDACS to link consumers, services and activities for both AAA and Community Senior Center programs.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: Mike Agostinelli, Information Technology Manager I, (562) 425-1478, MAgostinelli@wdacs.lacounty.gov	



lacounty.gov

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

# COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street • Los Angeles, CA 90020

Tel: 213-738-2600 • Fax: 213-487-0379



wdacs.lacounty.gov

Otto Solórzano  
Acting Director

*"Connecting communities and improving the lives of all generations"*

April XX, 2020

TO: Supervisor Kathryn Barger, Chair  
Supervisor Hilda Solis  
Supervisor Mark Ridley-Thomas  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

FROM: Otto Solorzano, Acting Director

SUBJECT: **ADVANCE NOTICE OF INTENT TO NEGOTIATE SOLE SOURCE  
AMENDMENT WITH RTZ ASSOCIATES, INC.**

This is to provide to the Board advanced notification that Workforce Development, Aging and Community Services (WDACS) intends to negotiate a sole source extension agreement with RTZ Associates, Inc. (RTZ) for an additional one (1) year with three (3) optional one-year extensions for the provision of the GetCare system, which automates data collection, reporting, and tracking of the Department's Area Agency on Aging (AAA) program services. The extension is estimated to add \$262,255 for a term of one (1) year, \$270,125 for optional year one, \$278,225 for optional year two, \$286,575 for optional year three, and \$165,000 for pool dollars for a total additional sum of \$1,262,180. 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 current Agreement will expire on September 9, 2020.

## Background

The RTZ Agreement was awarded in October 2012 after a competitive solicitation. On February 19, 2013, the Board approved delegated for Director of WDACS (then Community and Senior Services) to finalize and execute an Agreement with RTZ for the provision of the GetCare system for AAA data collection and reporting for a term of four (4) years and two (2) optional one-year term extensions. The maximum sum for the current Agreement term is \$2,042,000. WDACS executed the Agreement on March 6, 2013.

The GetCare system is utilized by 500 end users comprised of Department AAA staff and 50 contract services providers. It supports the WDACS' AAA data collection and reporting operations within the County, in compliance with California Department of Aging (CDA) guidelines, as well as real time status and tracking of consumers and services from contracted AAA support vendors. In Fiscal Year 2018-19, the system was used to help deliver 2,244,011 meals to 34,451 unduplicated aged consumers. GetCare also tracks a variety of other critical services for older

adults (age 60 and above), including: supportive services for older adults and family caregivers; legal services; investigation and resolution of complaints for clients in long-term care facilities; and counseling, training, and workshops related to health insurance, disease prevention and health promotion, maintenance of independent lifestyles.

### Justification

WDACS is seeking to extend this agreement on a sole source basis because the GetCare system provides an efficient software solution that effectively meets the needs of Department staff and its contracted service providers. There will be no implementation cost with the extension; therefore, the projected costs will be less than the current Agreement. Additionally, there will be cost savings as they relate to implementation, transition and training for our service providers and an avoidance of an excessive learning curve for the users. Moreover, procuring a new system would result in changes in the consumer's identity verification process for service delivery, which will require a significant change management effort to prepare the Department's older adult clients with learning a new process to access services.

The Department has worked with the vendor to implement key customizations to the software to support WDACS' AAA case management, information and referral, assessment, intake/enrollment, service plan/delivery, financial management, vendor management, and reporting activities.

These customizations include:

- Development and implementation of real-time interface with the State of California Department of Aging's California Aging Reporting System (CARS) that enables WDACS to report detailed data on all consumers and services provided by contract agencies as well as direct services provided by the Department;
- Extraction and transformation of GetCare system data for use within the Department's data warehouse for analysis and ad-hoc reporting; and
- Integration of GetCare system with WDACS' My Senior Center system (including client barcode identification cards) that tracks consumer information and events at the Department's Community and Senior Centers, and enables WDACS to link consumers, services and activities for both AAA and Community Senior Center programs.

Procuring a similar system from another vendor would involve a lengthy system development and implementation project to support these current capabilities. Additionally, RTZ is also the State's vendor for their current CARS system. This allows for extra validation and proofing to be accomplished prior to the submission of the Department's CARS data, which minimizes errors. Also, the continued use of the GetCare system will allow WDACS to avoid implementation costs such as data migration, training of staff and contract service providers, project management, and additional consulting services. Finally, obtaining services under the existing Agreement will avoid the added costs of staff time to develop and conduct a solicitation. For these reasons, WDACS believes it is prudent to negotiate and prepare a sole source amendment to extend the Agreement with RTZ.

## Conclusion

Consistent with the Sole Source Board policy, I am informing the Board of my intention to proceed with an amendment with RTZ. If no objection is received from the Board within four weeks, we will work with County Counsel to prepare an amendment with RTZ and will return to the Board for approval of the amendment. This memorandum has been reviewed and approved as to form by County Counsel and the Chief Information Officer.

If you have any questions or require additional information, please contact me directly, or your staff may contact Mr. Kevin Anderson, Executive Assistant, at (213) 738-2593 or by email at [kanderson@wdacs.lacounty.gov](mailto:kanderson@wdacs.lacounty.gov)

OS:PG:JM:

CD:HK:RT

C: Chief Executive Officer  
County Counsel  
Executive Officer of the Board of Supervisors

## SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

☐ New Sole Source Contract

☐ Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and 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

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	4/22/2020	
<b>BOARD MEETING</b>	5/12/2020	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<b>ALL DISTRICTS –3 VOTES</b>	
<b>DEPARTMENT</b>	Registrar-Recorder/County Clerk	
<b>SUBJECT</b>	APPROVE CONTRACT MODIFICATIONS FOR ADDITIONAL DESIGN STEWARDSHIP SERVICES FOR THE VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT CONTRACT NUMBER AO-17-403 WITH IDEO, LP	
<b>PROGRAM</b>	ELECTION OPERATIONS	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: As the system designer, IDEO has unique knowledge, expertise and experience with the VSAP solution that cannot be offered by any other vendor. It is critical for IDEO to remain on board to ensure that any system changes maintain the integrity, accessibility and usability of the system.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Secretary of State has required changes be made to the system prior to a recertification testing in June. IDEO's services are needed in May during the analysis of design changes and through system development, testing and certification.	
<b>COST &amp; FUNDING</b>	Total cost: \$700,000	Funding source: Departmental Budget
	TERMS (if applicable): 6 months	
	Explanation: The RR/CC has identified savings in its FY 19-20 Budget for this agreement.	
<b>PURPOSE OF REQUEST</b>	The Registrar-Recorder/County Clerk (RR/CC) requests Board authorization for the Chief Executive Officer (CEO) or designee to execute amendments to the Contract for VSAP Design Stewardship Services (Contract Number AO-17-403) with IDEO LP (IDEO) to provide additional design stewardship services related to VSAP voting solution, including changes required to meet state certification requirements, changes required as a result of the March Election analysis and unanticipated design change recommendations that emerge from local and special elections during the term of the contract.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The VSAP solution obtained Secretary of State certification in January and was fully implemented for the March Primary Election. The VSAP solution is now going through extensive review and will be going through system enhancements, as a result of conditions placed on the certification as well as the Primary Election implementation performance.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: Dean C. Logan, Registrar-Recorder/County Clerk, 562-462-2716, <a href="mailto:dlogan@rrcc.lacounty.gov">dlogan@rrcc.lacounty.gov</a> Aaron Nevarez, Division Manager, 562-462-2800, <a href="mailto:anevarez@rrcc.lacounty.gov">anevarez@rrcc.lacounty.gov</a>	





Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

May 12, 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:

**APPROVE CONTRACT MODIFICATIONS FOR  
ADDITIONAL DESIGN STEWARDSHIP SERVICES FOR  
THE VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT  
CONTRACT NUMBER AO-17-403 WITH IDEO, LP  
(ALL DISTRICTS –3 VOTES)**

**CIO RECOMMENDATION: (X) APPROVE**

**SUBJECT:**

The Registrar-Recorder/County Clerk (RR/CC) requests approval to modify Contract Number AO-17-403 with IDEO LP (IDEO) to extend the contract term, and incorporate additional design stewardship services to complete voting system manufacturing and recertification phases related to Voting Solutions for All People (VSAP) Ballot Marking Devices (BMDs); and authorize the Chief Executive Officer (CEO) or designee to approve and execute amendments to Contract Number AO-17-403 with IDEO to provide additional design stewardship services related to VSAP BMDs, and for as-needed additional design stewardship services related to VSAP user interface, including unanticipated design change recommendations that emerge from local and special elections during the term of the contract. Recertification is required to use the VSAP BMDs in the November 3, 2020 presidential election.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Chief Executive Officer, or designee, to approve and execute Amendment Number One to Contract Number AO-17-403 with IDEO (Attachment I), to extend the term of the contract to December 31, 2020 and to make changes to the

statement of work and pricing schedule, and to increase the contract sum by \$700,000 to provide additional design stewardship services related to VSAP BMDs voting system manufacturing and recertification phases, increasing the total contract amount to \$2,400,000, provided that County Counsel approval is obtained.

2. Authorize the Chief Executive Officer, or designee, to approve and execute a future amendment to Contract Number AO-17-403 with IDEO, as needed, including making changes to the statement of work, pricing schedule, contract sum, and extend the term of the contract for up to six one-month periods through June 30, 2021, to provide additional design services related to VSAP BMDs, provided sufficient funding is available and such additional work does not increase the contract sum by more than \$240,000 (ten percent) during the term of the contract, for a maximum total contract cost not to exceed \$2,640,000, with the Board to be notified by the Registrar-Recorder/County Clerk of the intent to enter into amendments for as-needed additional design services related to VSAP user interface at least two weeks prior to execution, provided that County Counsel approval is obtained.
3. Authorize the Chief Executive Officer, or designee, to approve and issue written notices to suspend or terminate, in whole or in part, Contract Number AO-17-403 with IDEO, pursuant to the terms of the contract, provided that County Counsel approval is obtained.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Approval of the recommended actions will allow for execution of amendments to the Contract with IDEO to continue the provision of design stewardship services under the Voting Solutions for All People project (formerly known as the Voting Systems Assessment Project). Design stewardship services are overseeing design decisions in all aspects of VSAP development and recertification. The design decisions result in the department working with respective partners to ensure that the resulting product aligns with VSAP design and usability guidelines. These services include design oversight during VSAP BMDs manufacturing and recertification phases, and additional design changes to VSAP user interface, including unanticipated design changes that emerge from local and special elections during the term of the contract. The current contract expires May 31, 2020.

**Complete VSAP BMDs Manufacturing and Recertification Phases**

Under the current contract, IDEO, as the system designer, provides design stewardship services to oversee design decisions during voting system development. Additional services are required by IDEO to ensure the integrity of the VSAP BMDs that are manufactured by Smartmatic USA Corporation, through the completion of the voting system manufacturing phase and California Secretary of State recertification phases. The recertification phase involves rigorous testing, review and approval of the of the VSAP

BMDs by the California Secretary of State for use during elections.

The proposed seven-month extension of the term of the Contract with IDEO will continue design stewardship services to December 31, 2020 and allow for completion of the voting system manufacturing and recertification phases of VSAP. These include additional changes to the BMD user interface resulting from learnings from the March 2020 Primary Election, the certification process, "more" button on the user interface and other components during testing and manufacturing phase. IDEO's design stewardship expertise will also be required for any modifications of the VSAP BMDs and Interactive Sample Ballot identified through the California Secretary of State certification process. Additional tasks and deliverables to be added within the scope of work will include a detailed review of Smartmatic's final deliverables.

#### Potential Design Modifications to VSAP User Interface

Following complete voting system manufacturing and recertification phases of VSAP BMDs, future amendments related to VSAP user interface may be required to extend the contract from December 31, 2020 through June 30, 2021 to address unanticipated design change recommendations that emerge from the November 2020 Presidential Election as well as local and any special unscheduled elections during this period. Local elections are scheduled in March, April and June 2021. The Board shall be notified by the RR/CC of the intent to enter into amendments for as-needed additional design stewardship services related to VSAP user interface at least two weeks prior to execution.

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

This request supports the County Strategic Plan as follows:

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

#### **FISCAL IMPACT/ FINANCING:**

The recommended Amendment Number One to Contract Number AO-17-403 with IDEO increases the maximum contract sum by \$700,000 for a total contract cost not to exceed \$2,400,000. Funding for the proposed amendment is included in the RR/CC Fiscal Year (FY) 2019-20 Budget. Funding to finance a potential future amendment for as-needed additional design stewardship services estimated at \$240,000, will be absorbed and/or requested by RR/CC through the annual FY 2020-21 budget process.

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

In 2020, Los Angeles County will administer elections under the Voter's Choice Act in which voters have the option of voting at any vote center for the 10 days leading up to Election Day plus Election Day itself. On January 24, 2020, the California Secretary of

State (SOS) conditionally approved use of the VSAP BMDs for the March 3, 2020 Presidential Primary Election. An additional certification is required for use for the November 2020 Presidential election following required system modifications and enhancements.

The CIO has reviewed this Board Letter and recommends approval. The CIO further determined that a CIO analysis is not required for the recommended action because there are no new technology items and the Amendment addresses only schedule and cost.

**CONTRACTING PROCESS:**

On November 22, 2016, on a motion introduced by Supervisor Solis, the Board authorized the Chief Executive Officer to execute a contract with IDEO in a design stewardship capacity, through the voting system's manufacturing and implementation phases, in order to ensure the integrity of the system design, at a cost of up to \$2 million for a 3-year term. On June 12, 2017, the Chief Executive Officer executed the Contract with IDEO, Contract Number AO-17-403, to oversee the manufacturing and certification phases of the VSAP project and to provide quality control for the period of June 12, 2017, through May 31, 2020, in the contract amount of \$1,700,000.

Due to the complexity of the VSAP project, additional design stewardship services are required to fully complete VSAP BMDs manufacturing and recertification phases to ensure the integrity of the new voting system design, and to address any design modifications related to the VSAP user interface. We recommend the Board authorize the Chief Executive Officer or designee to approve and execute an amendment to Contract Number AO-17-403 with IDEO to make changes to the statement of work, pricing schedule, contract sum and term of contract to provide additional design stewardship services for completing the VSAP BMDs voting system manufacturing and certification phases, and to approve and execute future amendments for as-needed additional design services related to VSAP user interface. The Board shall be notified by the RRCC of the intent to enter into amendments for as-needed additional design stewardship services related to VSAP user interface at least two weeks prior to execution.

Respectfully submitted,

Reviewed by:

DEAN C. LOGAN

WILLIAM S. KEHOE

Registrar-Recorder/County Clerk

Chief Information Officer

DCL:DM

VW:ca

Enclosure

c: Chief Executive Officer  
County Counsel

# ATTACHMENT I

**AMENDMENT NUMBER ONE**  
**TO**  
**CONTRACT NUMBER CONTRACT AO-17-403**  
**BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**IDEO LP**  
**FOR**  
**VOTING SOLUTIONS FOR ALL PEOPLE - DESIGN STEWARDSHIP PHASE**

This Amendment Number One (hereafter "Amendment") to Contract Number AO-17-403 (hereafter "CONTRACT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between the County of Los Angeles (hereafter "COUNTY") and IDEO LP (hereafter referred to as "CONTRACTOR" or "CONSULTANT").

**RECITALS**

WHEREAS, on November 22, 2016, the COUNTY Board of Supervisors (Board) authorized the COUNTY Chief Executive Officer to execute a contract with IDEO in a design stewardship capacity, through the voting system's manufacturing and implementation phases, in order to ensure the integrity of the system design, at a cost of up to \$2 million for a 3-year term;

WHEREAS, on June 12, 2017, the Chief Executive Officer entered into a contract with the CONTRACTOR to provide consulting services for the Voting Solutions for All People (formerly known as the Voting Systems Assessment Project) - Design Stewardship Phase;

WHEREAS, on May 12, 2020, the Board authorized the Chief Executive Officer, or designee, to approve and execute amendments to Contract Number AO-17-403, provided that County Counsel approval is obtained, to: 1) extend the term of the contract to December 31, 2020 and increase the contract sum by \$700,000 to provide additional design stewardship services related to Voting Solutions for All People (VSAP) Ballot Marking Devices (BMDs) voting system manufacturing and recertification phases; and 2) extend the term of the contract for up to six one-month periods through June 30, 2021, to provide as-needed additional design stewardship services related to VSAP interface, provided sufficient funding is available and such additional work does not increase the contract sum by more than ten percent during the term of the contract, for a maximum total contract cost not to exceed \$2,640,000; and

WHEREAS, the COUNTY and CONTRACTOR mutually agree that it is to both of their benefit to extend the term of the CONTRACT from May 31, 2020 to December 31, 2020 to continue consulting services and to amend Exhibit A, Statement of Work, of the Contract, to provide additional design stewardship services related to VSAP BMDs voting system manufacturing and recertification phases; and to amend the contract sum and Exhibit B, Pricing Schedule, of the CONTRACT, to increase the maximum compensation by \$700,000 for a maximum total contract cost not to exceed \$2,400,000; and to update certain standard COUNTY contract terms and conditions in the CONTRACT to meet COUNTY requirements.

NOW, THEREFORE, in consideration of the foregoing and the material covenants contained therein, COUNTY and CONTRACTOR formally covenant, agree and bind themselves and their successors and assigns, Contract Number AO-17-403 is hereby amended as follows:

1. This Amendment shall commence and be effective upon full execution.

(i) Defined Terms Incorporated. Capitalized terms used but not defined herein shall have the meanings given to them in the CONTRACT.

(ii) Amendment to Sub-Paragraph 4.1 of the CONTRACT. Sub-Paragraph 4.1 of the CONTRACT is hereby amended and restated in its entirety to read as follows:

4.1 The term of this Contract shall commence upon the date of execution of this Contract by COUNTY and shall expire on Dec 31, 2020 subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Contract, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.

4.2 The COUNTY shall have the sole option to extend this Contract term for up to six one month periods through June 30, 2021. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer or her designee, as authorized by the Board of Supervisors, in accordance with Paragraph 8.1, Amendments, of the Contract.

(iii) Amendment to Sub-Paragraph 5.1 of the CONTRACT. Sub-Paragraph 5.1 of the CONTRACT is hereby amended and restated in its entirety to read as follows:

5.1 The Maximum Amount of this Contract shall be \$2,400,000 for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the CONTRACTOR.

(iv) Amendment to Sub-Paragraph 8.1 of the CONTRACT. Sub-Paragraph 8.1 of the CONTRACT is hereby amended and restated in its entirety to read as follows:

## **8.1 AMENDMENTS**

8.1.1 For any change which materially affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor's Authorized Official and executed by the Board of Supervisors.

8.1.2 For any change which does not materially affect the scope of work, term of contract, contract sum, pricing schedule, payments, or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the Contractor

Project Manager and the County Project Manager or designee. Applicable changes to the tasks and start and end dates of the deliverables described in the Statement of Work, Exhibit B, of the Contract, may be amended by a Change Notice prepared and signed by the Contractor Project Manager and the County Project Manager or designee. Such Change Notice shall be at the mutual consent of the County and the Contractor and will be prepared only after the Chief Executive Office has granted its preliminary review and approval.

- 8.1.3 Notwithstanding Sub-paragraph 8.1.1 of the Contract, for: 1) any extensions of the term of this Contract as set forth in sub-paragraph 4.2 of the Contract; and 2) any modification which affects the scope of work, term, and contract sum for the provision of as-needed additional design stewardship services related to VSAP interface, each such amendment shall be exercised at the sole discretion of the COUNTY, to extend the term of the contract for up to six one-month periods through June 30, 2021, and to increase the contract sum, provided sufficient funding is available and such additional work does not increase the contract sum by more than ten percent during the term of the contract, for a maximum total contract cost not to exceed \$2,640,000. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor's Authorized Official and by the Chief Executive Officer or her designee, as authorized by the Board of Supervisors, provided that County Counsel approval is obtained. The Board shall be notified in writing by the County Registrar-Recorder/County Clerk of the intent to enter into amendments for as-needed additional design services related to VSAP user interface at least two weeks prior to execution.

- (vi) New paragraphs 8.62 and 8.63. New Paragraphs 8.62 and 8.63 are added as follows:

#### **8.62 Compliance with Fair Chance Employment Practices**

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

#### **8.63 Compliance with the County Policy of Equity**

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



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

- (v) Amendment to Exhibit A – Statement of Work and Exhibit B – Pricing Schedule of the CONTRACT. Exhibit A – Statement of Work and Exhibit B – Pricing Schedule are amended and restated in their entirety as attached hereto.

All other Contract terms remain in full force and effect.

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IN WITNESS THEREOF, CONTRACTOR has caused this Amendment Number One to Contract Number AO-17-403 to be executed by its duly authorized representative, and the COUNTY, by delegation of its Board of Supervisors, has caused this Amendment Number One to Contract Number AO-17-403 to be executed on its behalf by the Chief Executive Officer, or her designee, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
SACHI A. HAMAI  
Chief Executive Officer

Date \_\_\_\_\_

APPROVED AS TO FORM:  
BY COUNTY COUNSEL

MARY C. WICKHAM

By \_\_\_\_\_  
Deputy County Counsel

CONTRACTOR

By \_\_\_\_\_  
IDEO LP

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## STATEMENT OF WORK

### ***Voting Solutions for All People (VSAP) - Design Stewardship Phase***

#### **1.0 OBJECTIVE**

The COUNTY's goal for the Voting Solutions for All People project (VSAP; formerly known as the Voting Systems Assessment Project) - Design Stewardship Phase is to secure user-centered design expertise while all components of the new voting system are engineered, manufactured, and certified with new external partners. CONSULTANT will provide professional consulting services for the VSAP - Design Stewardship Phase, including design guidance to the VSAP expanded project team (including new external engineering and manufacturing partners) regarding core design intent and research findings, to preserve the integrity of the System Design, Engineering and Recertification Phases.

Throughout the production engineering and manufacturing launch phases, CONSULTANT will work with the COUNTY and their partners to safeguard the original design intent as much as possible, and to help the COUNTY understand and resolve trade-offs between design intent and engineering and manufacturing constraints during production build. CONSULTANT will also provide services in an advising role in the COUNTY's Request for Proposal solicitation and vendor selection processes of Phase 4.

#### **2.0 BACKGROUND**

The County of Los Angeles (COUNTY) Registrar-Recorder/County Clerk (RR/CC) is responsible for the administration of accessible, secure, and transparent elections for local, city, County, state, and federal contests. With a growing and diverse electorate, voting systems market consolidation, aging voting systems, a shifting regulatory environment, and an increase in special elections, the process of administering elections in Los Angeles County is extremely complex. These complexities are not unique to Los Angeles County; however, they are magnified by two critical factors: 1) the size and diversity of the jurisdiction, and 2) the age of the voting systems infrastructure.

The COUNTY is the nation's largest and most diverse election jurisdiction, serving approximately 5.2 million registered voters, providing assistance in ten different languages and operating more than 4,500 polling places (as of March 2017). This electorate has been well served by Los Angeles County's voting system, the InkaVote Plus Voting System. Yet, this aging and rigid system lacks the flexibility to continue serving this growing and changing electorate for much longer. The core of the system, established in the 1960's utilizes outdated software and technology that is becoming increasingly difficult to operate and maintain.

Over the past decade, the environment in which the RR/CC administers elections has become even more complex with demographic shifts in the electorate and changes to the primary and general election process mandated by voters through the initiative process. The COUNTY seeks to mitigate the impacts of regulatory and demographic

changes by strategically planning to modernize its voting systems, replacing aging infrastructure with a voting system that will run optimally, well into the 21<sup>st</sup> century.

### **3.0 DEFINITIONS**

- 3.1 “Agreement” or “Contract” shall mean this contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A – Statement of Work.
- 3.2 “Certification” is the process that a voting system must undergo for approval by the California Secretary of State to be used in any election. For more information, visit <http://www.sos.ca.gov/administration/regulations/current-regulations/elections/voting-system-certification-regulations/>.
- 3.3 “Contractor” or “Consultant” shall mean IDEO LP, the Delaware limited partnership that has entered into this contract with the COUNTY to perform or execute the work covered by the Exhibit A - Statement of Work.
- 3.4 “Request for Information” or “RFI” is a document designed to canvas the vendor community prior to the development of a solicitation and obtain preliminary information from vendors. It is not a solicitation where a contract award can be made. An RFI may be used to 1) Solicit data and/or interest level from potential contractors; 2) Gather information from the vendor community regarding new developments/technology in their field of products, services, etc.; 3) Pre-qualify firms; and 4) Determine estimated project price range (for budgeting purposes only)
- 3.5 “Request for Proposal” or “RFP” is a solicitation that is used when the COUNTY identifies a need and a desired result, and requires Proposers to provide a solution to the COUNTY’s need. Proposers are required to respond to the COUNTY’s project requirements by describing, in detail, how they propose to meet or exceed the COUNTY’s needs through a business proposal and separate price proposal. Price is an important and significantly weighted factor in the evaluation process; however, proposals are not evaluated exclusively on the basis of price. The RFP is:
  - 3.5a A fair and comprehensive “informed averaging” (Evaluation) and scoring/ranking of proposals of their qualifications, experience, and proposed costs to complete the project is made by an Evaluation Committee comprised of Subject Matter Experts. The Evaluation is conducted to review the Proposers’ capabilities to perform the requested services and assurance of the Proposers’ compliance with all County requirements for the project.
  - 3.5b A comprehensive analysis of the proposed costs. The highest, most responsible and responsive proposer will be recommended for a contract that must be approved by the County’s Board of Supervisors. For more information, visit:  
<http://purchasingcontracts.co.la.ca.us/ServiceContractingManual.pdf>.

- 3.6 “Design Concept” is a visual and/or narrative representation of a potential voting system design that meets criteria developed and compiled by COUNTY.
- 3.7 “Design Validation Unit” or “DVU” is a hardware prototype where each component is created to the final production specification using prototyping processes to check the fit and function of the design prior to release to volume manufacturing.
- 3.8 “Informed averaging evaluation tool” is used by the RFP evaluator to score/and rate each proposal by typically 3-5 evaluators. Both the business and cost proposal are scored by each evaluator. The contract is given to the highest scored/ranked proposal.
- 3.9 “InkaVote Plus Voting System” is the current voting system used by Los Angeles County voters to mark and cast a ballot. The voting system consists of three parts: 1) the voting device and the attached ink marker, 2) the Precinct Ballot Reader (PBR), and 3) audio ballot booth to assist voters with specific needs. It utilizes paper based ballots that are centrally tallied using the Microcomputer Tally System (MTS).
- 3.10 “County of Los Angeles” is also referred to as “County,” “Los Angeles County,” or “LA County.” As a subdivision of the state, Los Angeles County is charged with providing numerous services that affect the lives of all residents, including law enforcement, property assessment, tax collection, public health protection, public social services, elections and flood control. See <http://lacounty.gov/>.
- 3.11 “Microcomputer Tally System” or “MTS” is an optical scan tally system used to tabulate InkaVote ballots centrally at RR/CC headquarters. The system was developed and continues to be maintained and supported by the RR/CC.
- 3.12 “Registrar-Recorder/County Clerk” or “RR/CC” refers to the chief election official for the County, and it also refers to the department that is responsible for the registration of voters, maintenance of voter files, conducting federal, state, and local elections, and the verification of initiative, referendum and recall petitions. The RR/CC’s mission is “Serving Los Angeles County by providing essential records management and election services in a fair, accessible and transparent manner.” For more information, visit <http://www.lavote.net/>.
- 3.13 “Statement of Work” or “SOW” is a detailed statement of the agreed upon services to be delivered by Contractor. The SOW is included in Exhibit A (Statement of Work), of the Agreement.
- 3.14 “Vendor Communication Tool” is a tool developed by CONTRACTOR during Phase 3 of the VSAP. The online tool is intended for communicating the voting experience hardware and software requirements to potential partners to help them understand what is to be implemented and/or manufactured.
- 3.15 “Voting System” is the mechanics, materials, technology and process needed to cast and count votes. This includes the ballot and its layout; testing system logic and accuracy; counting voted ballots; reporting results; and the instructions and device for voters to mark, cast, and confirm the ballot.

- 3.16 “VSAP” is the Voting Solutions for All People project (formerly known as the Voting Systems Assessment Project), a transparent and participatory project launched by the RR/CC with the goal of implementing new voting systems that meet the needs and expectations of current and future Los Angeles County voters. For more information, visit <http://lavote.net/vsap/about>.
- 3.17 “VSAP Advisory Committee” or “ADCOM” is an appointed body composed of stakeholders, academics and community leaders that has been convened to represent critical constituency groups and communities of interest throughout the VSAP and to provide advice and recommendations to the RR/CC. For more information, visit <http://vsap.lavote.net/committees/>.
- 3.18 “VSAP General Voting System Principles” (Exhibit H) are a set of principles, developed by the VSAP Advisory Committee and adopted by the RR/CC, which will guide the acquisition and development of new voting systems for the COUNTY as system requirements for a new voting system are developed. These principles communicate a set of core values that will help the COUNTY establish a voting system that meets the needs and preferences of Los Angeles County voters. For more information, visit <http://vsap.lavote.net/principles/>.
- 3.19 “VSAP Team” means the compilation of the VSAP Internal Project Team and any stakeholders, advisors, committees, consultants, and partners (both internal and external). For more information, visit:  
<http://vsap.lavote.net/committees/#internalteam33>.
- 3.20 “VSAP Technical Advisory Committee” or “TAC” is an appointed group of voting technology experts, computer scientists, and practitioners. Membership is comprised of issue area experts, including voting system usability, accessibility, and security experts, and members of the public with significant experience in technology development and/or voting system issues. They provide technical expertise and consultation on the voting system modernization process, in order to ensure that the integrity and transparency of the VSAP process is maintained and expanded upon to best serve Los Angeles County voters. For more information, visit <http://vsap.lavote.net/committees/>.
- 3.21 “Task/Deliverable Acceptance Certificate” (Exhibit G) means the certificate issued by the COUNTY upon CONTRACTOR’s satisfactory completion of applicable Tasks, Subtasks and Deliverables, goods, and services and other work in accordance with the requirements, Specifications, and timetables set forth in this Agreement, the Statement of Work or any approved Change Notice and/or amendment.

#### **4.0 TWELVE TASKS AND DELIVERABLES**

Under the direction of the COUNTY Project Manager, the CONSULTANT shall perform the following tasks and work during this term of the Agreement as outlined below. All Twelve Tasks and Deliverables require written acceptance and approval by the COUNTY in accordance with this Agreement before they shall be considered complete. COUNTY will make a reasonable effort to approve or request further modifications from CONTRACTOR within 10 (ten) days of receipt of the Task/Deliverable Acceptance

Certificate (Exhibit G). A Task/Deliverable Acceptance Certificate is to be sent to COUNTY Project Manager for signoff for each Deliverable in each task below. Payment to Contractor will be made when all the specified tasks for each deliverable are met and approved by COUNTY. The Task/Deliverable Acceptance Certificate must be signed by CONTRACTOR's Project Manager prior to being sent to COUNTY. Tasks and Deliverables will be deemed accepted by COUNTY if COUNTY does not provide such written request for modifications or acceptance within the foregoing time period.

### **TASK 1 – REQUEST FOR INFORMATION (RFI) and REQUEST FOR PROPOSAL (RFP) DESIGN SUPPORT**

#### **ACTIVITIES FOR SUBTASK 1.1: DEVELOP PROJECT PLAN**

- Develop a Project Plan detailing the timeline of deliverables, key milestones and goals, and work methodology.
- Arrange an in-person Kick-off Meeting with COUNTY at the RR/CC in Norwalk to present Project Plan.

#### ***DELIVERABLES for SUBTASK 1.1***

- Written Project Plan to be presented at the COUNTY's Kick-off Meeting.
- Copies of all digital documents used at the Kick-off Meeting to be given to the VSAP Team.

#### **ACTIVITIES FOR SUBTASK 1.2: REQUEST FOR INFORMATION ACTIVITIES**

- Support and advise the County as they update the current online project management platform and vendor Communication Tool (via Confluence or as designated by the VSAP Team) with relevant project documentation and knowledge.
- Support the County with any Request for Information (RFI) activities to gather information for crafting and developing a contract Request for Proposals (RFP) solicitation plan.
- Review and analyze all RFI related documents that detail significant potential design and/or engineering changes identified by CONTRACTOR or the County that may impact the new Voting System design and engineering specifications.
- Review and provide analyses of RFI responses.
- Participate in once-weekly update calls.

#### ***DELIVERABLES for SUBTASK 1.2***

- Written summary of any recommended updates of the current online project management platform and vendor Communication Tool.
- Written report providing synthesis of DVU learnings and feedback gathered by CONTRACTOR and the County since CONTRACTOR delivered the DVUs in 2016.
- Written report detailing the feasibility of any and all recommended design and/or engineering changes that arise from the DVU learnings synthesis, and their impact on the new Voting System design and or/engineering specifications.

- Written report analyzing RFI proposals, including respondent strengths and weaknesses and recommendations for moving forward to the RFP phase.
- Weekly status reports summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.

### **ACTIVITIES FOR SUBTASK 1.3: REQUEST FOR PROPOSAL PREPARATION**

- Support the County as they develop and finalize the County's RFP solicitation documents (i.e. help review and provide feedback or recommendations on RFP documents authored by the County such as the minimum requirements, project requirements and specifications, Statement of Work, developing a business/cost proposal questions, developing a monitoring tool and the informed averaging evaluation worksheet.
- Advise on creating the RFP evaluation tool.
- Serve as design and mechanical engineering subject matter experts by way of reviewing all RFP related documents and providing recommendations that detail the feasibility of any and all potential design and/or mechanical engineering changes that arise during the RFP preparation process that may impact the integrity of the design and engineering specifications.
- Support the County as they compile performance and test specifications.
- Support the County as they plan, run, and synthesize user feedback sessions on the voting experience design using the Phase 3 Reference Design Validation Units (DVU) (assumed to be no more than 1 week of effort to be used to get additional feedback on design changes prioritized during Subtask 1.2).
- Support County as they reach out to potential RFP respondents.
- Review all documents related to the voting system design produced for the solicitation strategy.
- Participate in once-weekly update calls.

### ***DELIVERABLES for SUBTASK 1.3***

- Written feedback on RFP documents pertaining to the voting system design and mechanical engineering specifications.
- Written feedback on Contract RFP solicitation document to ensure the integrity of the design specifications.
- Written recommendations for refinement of performance and test specifications.
- Written summary of any potential hardware bidders identified during the Phase 3 effort, including any identified pros and cons of each potential bidder/vendor.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.



## **TASK 2 – PHASE 3 DESIGN VALIDATION UNIT MAINTENANCE SUPPORT**

### **ACTIVITIES FOR SUBTASK 2.1: DESIGN VALIDATION UNIT (DVU) MAINTENANCE AND REPAIR (Assumed duration: 2 weeks)**

- Inspect all five VSAP DVUs and provide hardware and/or software repairs for prioritized damages, errors, and malfunctions. It is assumed that repairs to the VSAP DVUs may not be the same as the original design. Contractor will prioritize repairs that can be ordered and implemented within 1-2 weeks. Significant repairs due to mishandling may be outside the scope of this support.
- Participate in once-weekly update calls.

#### ***DELIVERABLES for SUBTASK 2.1***

- Written report documenting any and all hardware and/or software repairs conducted. Report to include detail of observed damages, errors, or malfunctions and their resolution.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.

### **ACTIVITIES FOR SUBTASK 2.3: FINAL DVU PREPARATION FOR HANDOFF TO MANUFACTURER (Assumed duration: 2 weeks)**

- If necessary, as determined jointly by CONTRACTOR and County, inspect all five VSAP DVUs and provide any necessary hardware and/or software repairs for prioritized damages, errors, and malfunctions in preparation for handoff to the voting system equipment manufacturer designated by the VSAP Team. It is assumed that repairs to the VSAP DVUs may not be the same as the original design. CONTRACTOR will prioritize repairs that can be ordered and implemented within 1-2 weeks. Significant repairs due to mishandling may be outside the scope of this support.
- Participate in once-weekly update calls.

#### ***DELIVERABLES for SUBTASK 2.3***

- Written report documenting any and all hardware and/or software repairs conducted. Report to include detail of observed damages, errors, or malfunctions and their resolution.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.

## **TASK 3 - REQUEST FOR PROPOSAL ACTIVITIES**

### **ACTIVITIES FOR SUBTASK 3.1: RFP RELEASE AND PROPOSER'S CONFERENCE**

- Participate in and support County on RFP Proposer's Conference.
- Support County as they field questions from potential respondents.
- Participate in once-weekly update calls.

### ***DELIVERABLES for SUBTASK 3.1***

- Attend and function as subject matter experts/advisors pertaining to the hardware and user interface design specifications of the DVU on RFP Vendor Day.
- Written recommendations responding to design-related questions fielded during RFP Vendor Day and related activities in a written report.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.

### **ACTIVITIES FOR SUBTASK 3.2: RFP RESPONDENTS REVIEW**

- Remotely advise and support County as they evaluate respondents and plan any engagements for respondents.
- Support County as they select and engage final engineering and manufacturing partners.
- If necessary, as determined jointly by CONTRACTOR and County, join the County in an individual site visit to each of the top two potential final engineering and manufacturing partners.
- Participate in once-weekly update calls.
- Participate in monthly review meeting.

### ***DELIVERABLES for SUBTASK 3.2***

- Written evaluation of RFP respondents. This evaluation may be based on an informed averaging evaluation tool developed by and provided by the County.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.
- Monthly status report summarizing key action items, decisions and topics of discussion from monthly review meetings in a written report.

## **TASK 4 - CONTRACT SUPPORT FOR LOS ANGELES COUNTY**

### **ACTIVITIES FOR TASK 4**

- Remotely advise County on design-related scope issues as they work through final contracts with final engineering and manufacturing partners.
- Answer design and manufacturing intent questions from selected partners.
- Participate in once-weekly update calls.

### ***DELIVERABLES for TASK 4***

- Written feedback and recommendations related to design-related scope issues on contract documents.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.

## **TASK 5 - FINAL PRODUCTION DESIGN AND ENGINEERING (HARDWARE AND SOFTWARE UX)**

### **ACTIVITIES FOR SUBTASK 5.1: DESIGN AND ENGINEERING REVIEW**

- Support County during design reviews with hardware engineering and application development partners to help maintain design intent. Software reviews will be focused on the application user experience, and will not include review of software code.
- Participate in once-weekly update calls.
- Participate in monthly review meetings.
- If necessary, as determined jointly by CONTRACTOR and County, participate in design and engineering review at the hardware engineering partner location.

### ***DELIVERABLES for SUBTASK 5.1***

- Written feedback following each monthly design review meeting with the engineering and manufacturing contractor(s) and sub-contractor(s) detailing the design implications and feasibility of any potential changes to the design and/or engineering specifications of the new voting system.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.
- Monthly status report summarizing key action items, decisions and topics of discussion from monthly review meetings in a written report.

### **ACTIVITIES FOR SUBTASK 5.2: FINAL PROTOTYPE REVIEW**

- Remotely inspect and analyze hardware specifications of final fully functional prototypes developed by manufacturing contractor.
- Participate in once-weekly update calls.
- Participate in monthly review meetings.
- If necessary, as determined jointly by CONTRACTOR and County, participate in final prototype review at the hardware engineering partner location.

### ***DELIVERABLES for SUBTASK 5.2***

- Written feedback about the hardware specifications developed by the manufacturing contractor.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.
- Monthly status report summarizing key action items, decisions and topics of discussion from monthly review meetings in a written report.

### **ACTIVITIES FOR SUBTASK 5.3: ENGINEERING DRAWING REVIEW**

- Support County during remote reviews of drawings of key external components (e.g. aesthetic or tactile) of the BMD with engineering development partners.

- Participate in once-weekly update calls.
- Participate in monthly review meetings.

### ***DELIVERABLES for SUBTASK 5.3***

- Written feedback about drawings for key external components developed by the manufacturing contractor.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.
- Monthly status report summarizing key action items, decisions and topics of discussion from monthly review meetings.

## **TASK 6 - FINAL DESIGN VALIDATION UNIT BUILD & TEST**

### **ACTIVITIES FOR TASK 6**

- Remotely advise the County in the review of the test protocols and procedures, written by the engineering and manufacturing contractor(s) and sub-contractor(s), for testing the production engineering DVU.
- Remotely review results of tests that the engineering and manufacturing contractor(s) and subcontractor(s) perform on the DVUs that they build.
- If necessary, as determined jointly by CONTRACTOR and County, participate in production engineering DVU review at the hardware engineering partner location.
- Participate in once-weekly update calls.
- Participate in monthly review meetings.

### ***DELIVERABLES for TASK 6***

- Written report documenting recommendations based on the results of testing protocols and procedures applied to the final DVU build.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls.
- Monthly status report summarizing key action items, decisions and topics of discussion from monthly review meetings.

## **TASK 7 - TOOLING (DESIGN, BUILD, DEBUG AND ALPHA)**

### **ACTIVITIES FOR SUBTASK 7.1: TOOLING (DESIGN)**

- Remotely review tooling, production, and testing plans for hardware.
- Participate in once-weekly update calls.
- Participate in monthly review meetings.

### ***DELIVERABLES for TASK 7.1***

- Written evaluation and feedback for tooling and production plans as well as testing plans.
- Written feedback and recommendations on design changes or tradeoffs proposed during the tooling design process.

- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.
- Monthly status report summarizing key action items, decisions and topics of discussion from monthly review meetings in a written report.

## **ACTIVITIES FOR SUBTASK 7.2: TOOLING (BUILD, DEBUG AND ALPHA DEVELOPMENT)**

- Remotely advise County and manufacturing contractor(s) on design-related trade-offs during tooling debug. (CONTRACTOR will review sample off-tool parts remotely).
- Participate in once-weekly update calls.
- Participate in monthly review meetings.

### ***DELIVERABLES for TASK 7.2***

- Written feedback and recommendations on proposed design changes or tradeoffs resulting from tooling debug.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.
- Monthly status report summarizing key action items, decisions and topics of discussion from monthly review meetings in a written report.

## **TASK 8 - TESTING (DESIGN CHANGES, BUILD, RETEST AND ITERATION)**

### **ACTIVITIES FOR TASK 8**

- Remotely provide advisory support (by offering design suggestions, as appropriate) to County and partners in response to preliminary test results.
- If necessary, as determined jointly by CONTRACTOR and County, participate in review of potential design changes at the hardware engineering partner location.
- Participate in once-weekly update calls.
- Participate in monthly review meetings.
- Note: Additional support has been required to support the testing phase (which has been much longer than anticipated), and to review and debug the following:
  - The manufacturing contractor's revised top and bottom housings (with thinner walls) for the BMD
  - The manufacturing contractor's revised monitor housing, including the bucket, bezel, and knuckles
  - The manufacturing contractor's revised keypad
  - The manufacturing contractor's revised BMD UX
  - The manufacturing contractor's revised ISB UX
  - Learnings from the Mock Election (including designing animations for the BMD UX)

### ***DELIVERABLES for TASK 8***

- Provide written analysis and recommendations on proposed design updates or tradeoffs to pass preliminary tests.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.
- Monthly status report summarizing key action items, decisions and topics of discussion from monthly review meetings in a written report.

## **TASK 9 – CERTIFICATION AND/OR ANY RECERTIFICATION**

### **ACTIVITIES FOR TASK 9**

- Remotely review any potential design and engineering changes being considered to pass system Certification with the California Secretary of State.
- Participate in once-weekly update calls.
- Note: Additional support has been required to support the certification phase (which was much longer than anticipated), and to review and debug or refine the following:
  - Options to reduce paper jams

### ***DELIVERABLES for TASK 9***

- Provide written analyses and recommendations on proposed design and engineering changes related to Certification that are being considered by external engineering and manufacturing partners.
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.

## **TASK 10 - PRODUCTION (LAUNCH AND RAMP)**

### **ACTIVITIES FOR TASK 10**

- Remotely support County and their manufacturing partners as they complete their first pilot build.
- If necessary, as determined jointly by CONTRACTOR and County, participate in review of first pilot critical assemblies at the hardware manufacturer location.
- Participate in once-weekly update calls.
- Note: Additional support has been required to support the production phase (which was much longer than anticipated), and to review and debug or refine the following:
  - The top and bottom housings for the BMDs
  - The overall BMD assembly
  - The integrated ballot box (IBB)
  - The privacy screen
  - Quality assurance plans – including what tests will be performed and what pass/fail criteria will be used during production

### ***DELIVERABLES for TASK 10***

- Written feedback on documents and processes provided by manufacturing contractor(s) and/or sub-contractor(s).
- Weekly status report summarizing key action items, decisions and topics of discussion from weekly update calls in a written report.

## **TASK 11 – FINAL CONTRACT DESIGN DELIVERABLES REVIEW**

### ***ACTIVITIES FOR TASK 11***

- Detailed review of the manufacturing contractor's final contract deliverables related to BMD hardware design for completeness, including CAD database and drawing reviews for the plastic and metal parts.
- Identification of outstanding issues related to the BMD hardware, BMD UX, and ISB designs that have been submitted for certification.
- Recommendations on prioritization of those outstanding issues.
- Guidance on which of those outstanding issues should be considered part of the originally contracted scope for the manufacturing contractor, and which should be considered improvements.

### ***DELIVERABLES for TASK 11***

- Written feedback on deliverables provided by manufacturing contractor(s) and/or sub-contractor(s).

## **TASK 12 – REVIEW OF POTENTIAL ADDITIONAL DESIGN CHANGES IN 2020**

### ***ACTIVITIES FOR SUBTASK 12.1: REVIEW OF POTENTIAL ADDITIONAL DESIGN CHANGES IN Q1 & Q2 2020***

- Review of new proposed design changes related to the BMD hardware, BMD UX, and ISB to address identified outstanding issues, as well as improvements, during 2020.
- Review of design change implementations done during 2020 related to the BMD hardware, BMD UX, and ISB.

### ***DELIVERABLES for SUBTASK 12.1***

- Written feedback on documents and processes provided by manufacturing contractor(s) and/or sub-contractor(s).

### ***ACTIVITIES FOR SUBTASK 12.2: REVIEW OF POTENTIAL ADDITIONAL DESIGN CHANGES IN Q3 & Q4 2020***

- Review of new proposed design changes related to the BMD hardware, BMD UX, and ISB to address identified outstanding issues, as well as improvements, during 2020.

- Review of design change implementations done during 2020 related to the BMD hardware, BMD UX, and ISB.

#### ***DELIVERABLES for SUBTASK 12.2***

- Written feedback on documents and processes provided by manufacturing contractor(s) and/or sub-contractor(s).

### **5.0 PERIOD OF PERFORMANCE**

The CONTRACTOR is responsible for completing Tasks 1 through Task 12 specified in this document. The CONTRACTOR shall consult with the County's Project Manager to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, and services within the specified time determined in the Project Plan (Deliverable 1.1) and meet all requirements and standards herein specified before the Final Design Concept Acceptance Certificate approval shall be given by the County. No additional activities or deliverables beyond those described above are assumed unless requested and agreed to during this engagement in writing. If an activity's duration extends beyond the schedule assumed in the Project Plan (e.g. if a selected manufacturing partner does not make progress as quickly as we assumed, or if certification takes much longer than expected), or an activity or Deliverable requires more effort than planned (e.g. if development challenges are more demanding than expected), and the fees, timeline, and/or subsequent Task Activities and Deliverables will be impacted and may be amended with a Change Notice and/or an amendment, subject to the conditions set forth in Paragraph, 8.1 Amendments, of the Agreement.

### **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

#### **COUNTY**

##### **6.1 Personnel**

Duties specific to the administration of the Contract will include:

- 6.1.1 Monitoring the Contractor's performance.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments if required and necessary.

##### **6.2 Furnished Items**

County shall provide access to equipment for conducting presentations including a projector and microphones, and access to the DVUs for repairs.



## **CONTRACTOR**

### **6.3 Project Manager**

- 6.3.1 Contractor shall provide a primary Project Manager and/or a designated alternate. County must have access to the Project Manager for the duration of the Contract. Contractor will ensure availability of Project Manager or alternate at all meetings and events specified in this Statement of Work.
- 6.3.2 Project Manager shall act as a central point of contact with the County.
- 6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **6.4 Personnel**

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work.

### **6.5 Identification Badges**

- 6.5.1 Contractor shall ensure their employees are appropriately Identified. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on such staff member's person. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time such person ceases performing Work under this Agreement. If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County specified photo identification badge at the time of removal from performing Work under this Agreement.

### **6.6 Access to RR/CC County Facilities**

- 6.6.1 Contractor, its employees, and agents will be granted access to RR/CC County facilities, subject to Contractor's prior notification to County Project Director for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be during normal business hours, excluding County observed holidays. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived by County Project Director.

## **6.7 RR/CC County Facility Office Space**

6.7.1 In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of COUNTY Project Manager, at RR/CC County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

## **6.8 Materials and Equipment**

The purchase of all materials/equipment to complete the deliverables is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **6.9 Contractor's Office**

Contractor shall maintain an office with a telephone and email in the company's name where Contractor conducts business. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls or respond to emails received by the answering service within a reasonable amount of time.

## **7.0 GREEN INITIATIVES**

7.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

## PRICING SCHEDULE

Voting Solutions for All People project (VSAP; formerly known as the Voting Systems  
Assessment Project)—  
***Design Stewardship Phase***

**MAXIMUM NOT TO EXCEED CONTRACT COST/SET FEE: \$2,400,000**

**MAXIMUM NOT TO EXCEED CONTRACT COST/SET FEE: \$2,400,000** for services rendered consistent with Exhibit A, Statement of Work (SOW), of Agreement, during the term of this Contract at the direction of the COUNTY Project Manager. Payment shall be made in arrears in a manner and subject to the conditions as set forth here and in Paragraph 5.0, Contract Sum, of this Contract. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost shall be borne by the CONTRACTOR. The CONTRACTOR'S services provided shall be billed in accordance with CONTRACTOR'S fee schedule set forth below:

### PROFESSIONAL FEES:

DELIVERABLES/TASKS	COST
1.1 – Develop Project Plan	\$15,000
2.1 – DVU Maintenance and Repair	\$100,000
1.2 & 1.3 – Request for Information Activities & Request for Proposal Preparation	\$115,000
<del>2.2 – DVU Preparation for RFP Proposers Conference</del>	<del>\$0,000</del>
3.1 & 3.2 – Request for Proposal Activities	\$220,000
4 – Contract Support for COUNTY	\$40,000
2.3 – Final DVU Preparation for Handoff to Manufacturer	\$50,000
5.1 – Design & Engineering Review	\$180,000
5.2 – Final Prototype Review	\$180,000
5.3 – Engineering Drawing Review	\$180,000
6 – Final Design Validation Unit Build & Test	\$140,000
7.1 – Tooling (Design)	\$95,000
7.2 – Tooling (Build, Debug & Alpha)	\$95,000
8 – Testing (Design Changes, Build, Retest and Iteration)	\$370,000
9 – Certification	\$60,000
10 – Production (Launch and Ramp)	\$250,000
11 – Final Contract Design Deliverables Review	\$70,000
12.1 – Review of Potential Additional Design Changes in Q1 & Q2 2020	\$120,000
12.2 – Review of Potential Additional Design Changes in Q3 & Q4 2020	\$120,000
<b>TOTAL</b>	<b>\$2,400,000</b>
<b>MAXIMUM NOT TO EXCEED CONTRACT COST/SET FEE</b>	<b>\$2,400,000</b>

**Note:** All deliverables require a Task/Deliverable Acceptance Certificate (Exhibit G), of the Contract, signed by the CONTRACTOR's Project Manager prior to being sent to COUNTY for acceptance and approval by the COUNTY, as evidenced by COUNTY Project Manager' countersignature to the applicable Task/Deliverable Acceptance Certificate, and prior to any payment thereof in accordance with the Statement of Work, Exhibit A, of the Agreement. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.

**EXPENSES:**

All of CONTRACTOR's expenses, including but not limited to, copying/printing, clerical/technical support, supplies/equipment, travel time, travel costs and any other normal and reasonable expenses or indirect costs required to complete the services described in Exhibit A, SOW, of Agreement, are included in the above contract rate/fee.

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	4/22/2020	
<b>BOARD MEETING</b>	5/12/2020	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	Fifth	
<b>DEPARTMENT</b>	Chief Executive Office (CEO)	
<b>SUBJECT</b>	Sale of easement from County of Los Angeles to Daniel J. Tripathi and Leanna Tripathi (Tripathis). The Tripathis, an owner of a vacant parcel adjacent to County-owned property, plan to develop a residence on their property and have requested from the County an easement granting them permanent rights over portions of County property to construct and use an access road, and to install improvements for their proposed residence. Address: APN: 5864-010-908, La Cañada Flintridge.	
<b>PROGRAM</b>	N/A	
<b>SOLE SOURCE CONTRACT</b>	Yes      No <input checked="" type="checkbox"/>	
	If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	County Counsel is currently finalizing a settlement with the Tripathis, and the sale of this easement to them will allow for the settlement agreement between both parties to be completed prior to June 2020.	
<b>COST &amp; FUNDING</b>	Total costs for grant of easement: None. Tripathis will pay the County \$5,900 for the easement.	Funding source: 100% net County cost
	TERMS (if applicable): In accordance with the proposed sale and purchase agreement, the Tripathis will pay the County the fair market value of \$5,900 for the easement.	
	Explanation: The County commissioned an appraiser to determine the value of the easement area to be granted. Based upon sales of similar properties in the County, the County's contracted appraiser determined that the parcel totals \$5,900, averaging approximately, \$4.97 per square foot. The sales amount for the parcel represents the current fair market value for the access, road, and utility easement.	
<b>PURPOSE OF REQUEST</b>	County Counsel has stated that the sale of the easement to the Tripathis will allow the County to finalize a settlement agreement between both parties.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The County parcel to be encumbered with this access, utility, and road easement was acquired by the County in November 1954 and has remained vacant and improved since that time. The southerly portion of the County parcel contains a dirt road that was originally used by the local public agencies as a fire road. The parcel is surrounded by privately-owned parcels that have historically used the road to access their properties. The Tripathis, an owner of a parcel adjacent to the County parcel, and who plan to develop a residence on their privately-owned parcel, have requested from the County an easement granting them permanent access over this road to reach their private property. The Tripathis are also requesting that the easement allow for placement of certain improvements to be constructed by them, consisting of a water storage tank, an electric power pole, and a County Fire Department-approved turnaround area for fire engines, which are required as part of their construction project entitlement.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Michael Rodriguez, Chief Program Specialist 213-974-4246 <a href="mailto:mgrodriguez@ceo.lacounty.gov">mgrodriguez@ceo.lacounty.gov</a>	



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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

May 12, 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:

**SALE OF EASEMENT  
FROM THE COUNTY OF LOS ANGELES  
TO DANIEL J. TRIPATHI AND LEANNA TRIPATHY  
LA CAÑADA FLINTRIDGE  
(FIFTH DISTRICT)  
(3 VOTES)**

**SUBJECT**

Authorize the sale of an easement for access, construction, operation, and maintenance of a water tank, electric power pole, and road improvements over a portion of a County-owned property to Daniel J. Tripathi and Leanna Tripathi, for the easement's fair market value.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed sale and grant of easement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15303 (New Construction or Conversion of Small Structures) and 15304 (Minor Alterations to Land) of the State of California CEQA Guidelines, and none of the exceptions to the application of the exemptions apply.
2. Find that the grant of easement for access, utility, and road purposes will not interfere with the use of the County property by the County of Los Angeles or the Los Angeles County Consolidated Fire Protection District (County Fire Department).

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

3. Approve and authorize the proposed sale and grant of an easement to the adjoining property owner, Daniel J. Tripathi and Leanna Tripathi, for access, utility, and road purposes over a portion of County property known as Assessor's Parcel Number 5864-010-908, located in La Cañada Flintridge, for \$5,900, and instruct the Chief Executive Officer, or her designee, to execute the Sale and Purchase Agreement of Easements and the Easement Deed.
4. Authorize the Chief Executive Officer, or her designee, to negotiate and execute any additional documentation, approved as to form by County Counsel, necessary to consummate this transaction.
5. Instruct the Auditor-Controller to deposit the sale proceeds in the Asset Development Implementation Fund.

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

The purpose of the recommended actions is to authorize the sale and grant of an easement over the vacant County property located in La Canada Flintridge to the neighboring property owners, Daniel J. Tripathi and Leanna Tripathi (Tripathis).

The County parcel to be encumbered with this access, utility, and road easement was acquired by the County in November 1954. The County's Department of Parks and Recreation has determined that the entire unimproved 31-acre County-owned parcel, of which the easement will encumber 29,304 square feet, is not operated as a County park, nor classifies the property as park land or open space in their records.

The southerly portion of the County parcel contains a dirt road that was originally used by the local agencies as a fire road. The parcel is surrounded by privately-owned parcels that have historically used the road to access their properties. The Tripathis, an owner of a parcel adjacent to the County parcel, and who plan to develop a residence on their privately-owned parcel, have requested from the County an easement granting them permanent access over this road to reach their private property. The Tripathis are also requesting that the easement allow for placement of certain improvements to be constructed by them, consisting of a water storage tank, an electric power pole, and a turnaround area for fire engines, which are required as part of their construction project entitlement. The County has proposed to grant the easement to the Tripathis for its fair market value, in addition to requiring the Tripathis to agree to certain conditions as set forth below under "Facts and Provisions/Legal Requirements," prior to receiving the easement.

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

The proposed sale and grant of easement support the Countywide Strategic Plan Goal III.3.2, which calls to maximize use of County assets, guide strategic investments, and support economic development, in ways that are fiscally responsible and align with the County's highest priority needs. This transaction requires the Tripathis, at their expense and for valuable consideration to be paid to the County, to construct, operate, and maintain a Fire Department-approved access road and hammerhead turnaround over an existing, unstable road. This transaction will thereby improve the quality of life for all County residents who use the road in a manner that is fiscally responsible. In addition to constructing the access road, the Tripathis will also construct and maintain improvements such as an electric power pole and water storage tank.

### **FISCAL IMPACT/FINANCING**

The County commissioned an appraisal to determine the value of the easement area to be granted. Based upon sales of similar properties in the County, the County's contracted appraiser determined that the parcel totals \$5,900, averaging approximately, \$4.97 per square foot. The sales amount for the parcel represents the current fair market value for the access, road, and utility easement.

The proceeds from this sale will be deposited into the County's Asset Development Implementation Fund.

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

The granting of the easement directly to a private party is authorized by Government Code Section 25526.7, which authorizes the direct sale of any interest in real property having an estimated sales price not exceeding \$100,000.

As stated in the sale and purchase agreement, the conveyance to the Tripathis is subject to several conditions, restrictions, and reservations, including: (i) the requirement to construct an access road over the existing road in conformance with the Fire Department's requirements; (ii) the requirement to pay for all costs for construction and maintenance of the easement; (iii) County's right to use the property for any and all purposes; (iv) the restriction from parking or storing vehicles or personal property within the easement area; and (v) the mineral rights for the property will be retained by the County.

The Sale and Purchase Agreement of Easements and Easement Deed for this conveyance have been reviewed and approved as to form by County Counsel, and a copy is attached hereto as Attachment 1.



### **ENVIRONMENTAL DOCUMENTATION**

The granting of this proposed easement is considered (1) new construction or conversion of small structures which is a Class 3 categorical exemption from CEQA as provided pursuant to Section 15303 of the State CEQA Guidelines, and/or (2) a minor alteration to land which is a Class 4 categorical exemption from CEQA as provided pursuant to Section 15304 of the State CEQA guidelines. None of the exceptions to the application of these exemptions apply. These categorical exemptions are also provided pursuant to the revised Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987.

### **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 the adopted, stamped Board letter to the CEO, Real Estate Division, at 320 West Temple Street, 7<sup>th</sup> Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

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

Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Assessor  
Public Works  
Treasurer and Tax Collector

RECORDING REQUESTED BY  
AND MAIL TO:  
COUNTY OF LOS ANGELES  
Chief Executive Office  
Real Estate  
320 W. Temple St., 7th Floor  
Los Angeles, CA 90012

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Assessor's Identification Number:  
5864-010-908 (portion)

## **E A S E M E N T**

For a valuable consideration, receipt of which is hereby acknowledged, COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), does hereby grant to:

DANIEL J. TRIPATHI AND LEANNA TRIPATHI, husband and wife as joint tenants, (hereinafter referred to as GRANTEE)

an appurtenant easement for ingress, egress, public utility and water tank storage purposes, in, on, over, under, and across all that real property in the City of La Canada Flintridge, County of Los Angeles, State of California, described in Exhibit A for the benefit of Grantee's Property described in Exhibit B, which Grant of Easement is more particularly described and depicted in Exhibit C, all of which Exhibits are attached hereto and by this reference made a part hereof.

GRANTEE shall indemnify, defend, save and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees and agents, 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 of any nature whatsoever in any way related to or arising out of or in connection with Grantees and their successors, heirs and assigns improvement, maintenance and use of said Easements under that certain "Sale and Purchase Agreement of Easements" dated April \_\_, 2020, between GRANTEE and GRANTOR, the terms, provisions and conditions of which are incorporated herein by reference as though set forth in full and made a part hereof.

The COUNTY and the GRANTEE hereby acknowledge and agree that the grant of easement and access contained herein, shall be subject to the following conditions:

- i. GRANTEE acknowledges that no surface rights are herein created except the nonexclusive right to ingress and egress in, on, over and across the portion of the Property to contain the Easements ("Easement Area") in addition to the right, subject to the COUNTY's approval, to construct within the Easement Area the following improvements: an access road, a water tank, an electric power pole, and a Los Angeles County Fire Department (Fire Department)-approved hammerhead

turnaround ("Improvements"). Said Improvements to be constructed at GRANTEE's sole cost within the Easement Area as described in Exhibit B. GRANTEE is also hereby further granted the non-exclusive right to use the Easement Area, and the rights to periodically maintain, repair, and/or replace, at GRANTEE's sole cost, the Improvements installed within the Easement Area by GRANTEE.

- ii. GRANTEE shall also be responsible for constructing said access road and Improvements within the Easement Area in conformance with the Fire Department's required materials for road construction and in conformance to the Fire Department's minimum road and turning radius clearances to allow Fire Department and/or County vehicles with unfettered and unobstructed access over and across the Easement Area and GRANTEE's Property at all times.
- iii. It is expressly understood that upon GRANTEE's approval of GRANTEE's access road and Improvements by the Fire Department, City of La Canada Flintridge, and/or other local jurisdictions, that the COUNTY will not be called upon to repair, maintain, or reconstruct any part or portion of the Easement Area, including but not limited to the access road and/or the Improvements constructed thereon.
- iv. The provisions and conditions contained in the Easement shall be recorded and shall be binding upon GRANTEE, its successors, and assigns.
- v. COUNTY reserves the right to use the Property for any and all purposes consistent with enjoyment of the Property herein granted, provided that said purposes do not unreasonably interfere with or unreasonably limit GRANTEE's ability to use, maintain, and/or repair the Property and Improvements.
- vi. Under no circumstances is GRANTEE permitted to park or store vehicles or personal property for any length of time on or within the Property.
- vii. COUNTY hereby also grants to GRANTEE, its successors and assigns, and its and their contractors, agents and employees, the right of free access within the Easement Area every part thereof, at all times, for the purpose of exercising the rights herein granted.
- viii. In the event that COUNTY determines in its sole and absolute discretion that the restriction set forth in subsection 4(C)(i) above is not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall automatically revert back to the COUNTY without further action by the COUNTY. The record owner shall relinquish

EXHIBIT A  
LEGAL DESCRIPTION  
PROPERTY OWNED BY GRANTOR

APN: 5864-010-908

The land referred to herein is situated in the State of California, County of Los Angeles, and described as follows:

Those portions of the South half of the Northeast quarter and or the Northwest quarter of the Southeast quarter and of the Northeast quarter of the Southwest quarter of Section 26, Township 2 North, Range 1 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the Bureau of Land Management April 6, 1875, included within the lines of that land described in Parcel No. 3 of the deed to Descanso Distributors, Inc., recorded on April 26, 1950 as Instrument No. 1033, in Book 32960, Page 215, of Official Records of said County.

EXHIBIT B  
LEGAL DESCRIPTION  
PROPERTY OWNED BY GRANTEE

APN: 5864-006-015

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LA CANADA-FLINTRIDGE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

That portion of Lot 18 of the amended Map of The Hillyard Tract, in the City of La Canada-Flintridge. County of Los Angeles, State of California, as shown on Map recorded in Book 43, Page 64 of Miscellaneous Records, in the office of the County Recorder of said county, being that portion included within the lines of the land described in the Deed to John Di Mundo, et ux, recorded in Book D-2002 Page 969 of Official Records as Instrument No. 1547 April 24, 1963, in said Office of the County Recorder of said County lying Northeasterly of the center line of that portion of Earl Canyon Fire Truck Trail as shown on the County Surveyor's Map No. B-1010 on file in the Office of the County Engineer of said County.

EXHIBIT C  
LEGAL DESCRIPTION  
EASEMENT AREA

PARCEL 1:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHEAST QUARTER, OF THE SOUTHWEST QUARTER, OF FRACTIONAL SECTION 26, TOWNSHIP 2 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89°39'40" EAST ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 622.11 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°01'47" EAST, A DISTANCE OF 135.37 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE SOUTH 89°39'40" EAST, A DISTANCE OF 65.00 FEET; THENCE PERPENDICULAR WITH SAID SOUTHERLY LINE SOUTH 00°20'12" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°39'40" WEST, A DISTANCE OF 186.35 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINING 7,541 SQUARE FEET.

PARCEL 2:

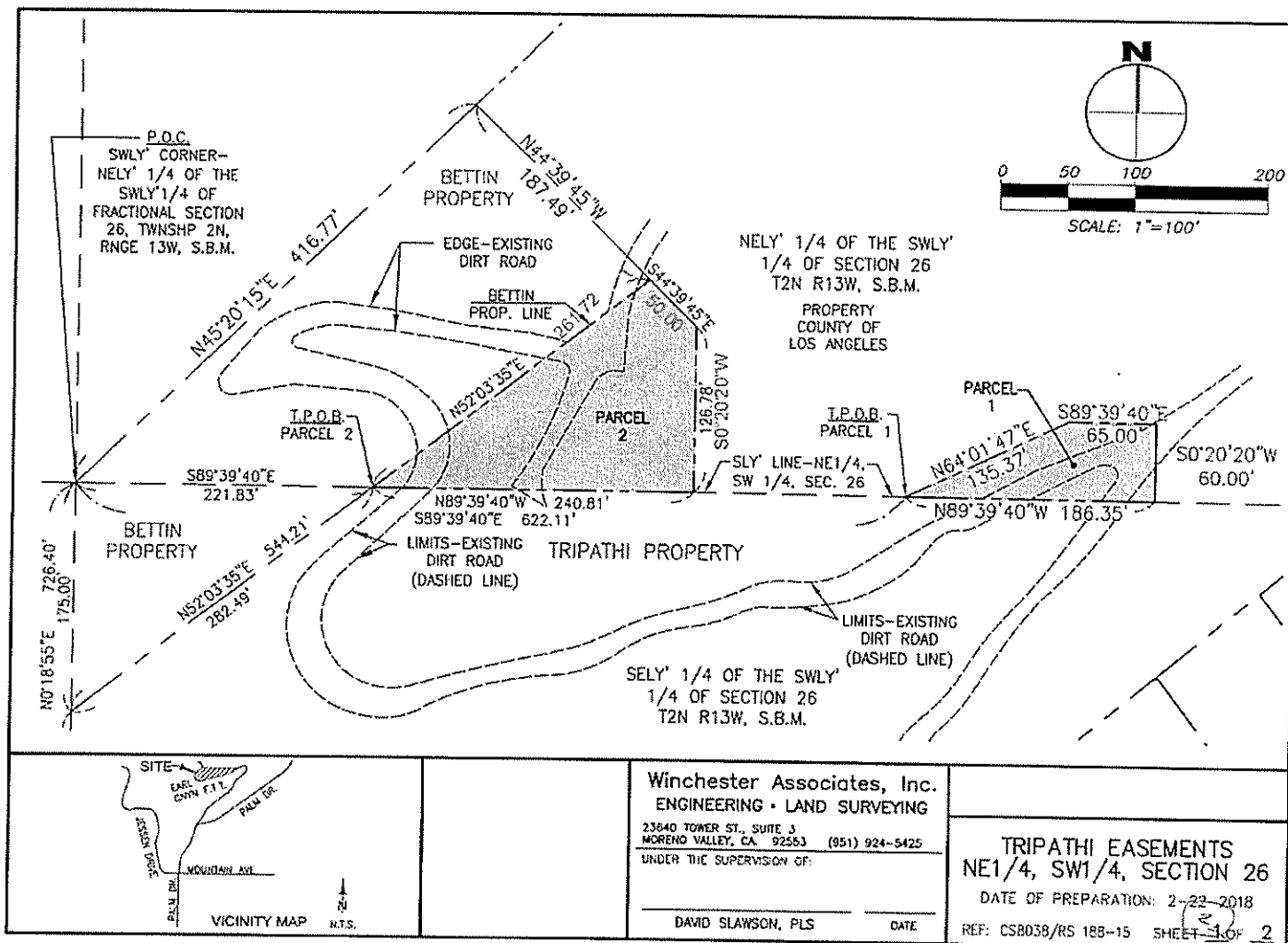
AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHEAST QUARTER, OF THE SOUTHWEST QUARTER, OF FRACTIONAL SECTION 26, TOWNSHIP 2 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89°39'40" EAST ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 221.83 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO RUTH BETTIN, ET UX, RECORDED ON MAY 10, 1994 AS DOCUMENT NO. 94-899393, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 52°03'35" EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 261.72 FEET TO THE EASTERLY CORNER OF SAID BETTIN LAND; THENCE SOUTH 44°39'45" EAST, A DISTANCE OF 50.00 FEET; THENCE PERPENDICULAR WITH THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, SOUTH 00°20'20" WEST, A DISTANCE OF 126.78 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°39'40" WEST, A DISTANCE OF 240.81 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL 2 CONTAINING 21,763 SQUARE FEET.

# EXHIBIT C MAP



///

EASEMENT

Page Two

Pursuant to the authority delegated by the Board of Supervisors of the County of Los Angeles, this Easement document has been executed on behalf of said COUNTY by the Chief Executive Officer of the County of Los Angeles Chief Executive Office.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES,  
a body corporate and politic

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
DAVID P. HOWARD  
Assistant Chief Executive Officer  
Chief Executive Office



## SALE AND PURCHASE AGREEMENT OF EASEMENTS

**THIS SALE AND PURCHASE AGREEMENT OF EASEMENTS** ("Agreement") is made and entered into as of the \_\_\_\_\_ day of April, 2020 by and between the **COUNTY OF LOS ANGELES**, a body corporate and politic ("Grantor") and **Daniel J. Tripathi and Leanna Tripathi, husband and wife as joint tenants** ("Grantee"). Based upon the mutual consideration provided for herein, Grantor and Grantee hereby agree as follows:

1. Sale and Purchase. Grantor is the owner of certain real property located northerly of La Sierra Drive, in unincorporated La Canada Flintridge, County of Los Angeles, State of California, commonly known as APN: 5864-010-908 and legally described in Exhibit "A", attached hereto and incorporated herein by reference ("Grantor's Property"). Grantee is the owner of that certain property commonly known as Los Angeles County Assessor's Parcel No. 5864-006-015 and legally described in Exhibit "B" attached hereto and incorporated herein by reference ("Grantee's Property"). Grantor desires to grant access, water storage, and utility easements legally described in Exhibit "C" (collectively, "Easements"), over a portion of the Grantor's Property, and convey them to Grantee as appurtenant easements to and for the benefit of the Grantee's Property, and Grantee desires to purchase the Easements and accept them from Grantor, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Easements is Five Thousand Nine Hundred and NO/100 Dollars (\$5,900.00), payable by Grantee to Grantor contemporaneously with the execution of this Agreement ("Payment") and refunded to Grantee only in the event the Easements are not conveyed to Grantee as the sole direct result of Grantor's uncured breach of this Agreement. Payment 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 Grantee, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording fees and any other miscellaneous charges and fees. Grantee shall also pay for the cost of surveying the location of the Easements, if necessary, and creating the legal description of the Easements as provided for herein. In the event any cost or expense is paid by Grantor, Grantee shall immediately, upon Grantor'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. Grantor hereby acknowledges that Grantee has already paid Grantor the sum of \$14,576.70 for the following cost items: (a) \$3,500 for Los Angeles County Department of Public Works' ("DPW") review of Easements legal descriptions; (b) \$1,000 for DPW project coordination; (c) \$6,000 for appraisal cost (per Integra); (d) \$576.70 for Chief Executive Office ("CEO") Administrative Charge; and (e) \$3,500 for DPW preparation of the Deed (defined below). Any remaining costs and expenses, if any, shall be paid in accordance with this Section 3.

4. Conveyance and Closing Date. On the Closing Date (defined below),

attached hereto and incorporated herein as Exhibit "D", 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. The following restrictions and/or reservations:
  - i. Grantee acknowledges that no surface rights are herein created except the non-exclusive right to ingress and egress in, on, over and across the portion of the Grantor's Property to contain the Easements ("Easement Area") in addition to the right, subject to Grantor's approval, to construct within the Easement Area the following improvements: an access road, a water tank, an electric power pole, and a Los Angeles County Fire Department (Fire Department)-approved hammerhead turnaround ("Improvements"). Said Improvements to be constructed at Grantee's sole cost within the Easement Area as described in Exhibit B. Grantee is also hereby further granted the non-exclusive right to use the Easement Area, and the rights to periodically maintain, repair, and/or replace, at Grantee's sole cost, the Improvements installed within the Easement Area by Grantee.
  - ii. Grantee shall also be responsible for constructing said access road and Improvements within the Easement Area in conformance with the Fire Department's required materials for road construction and in conformance to the Fire Department's minimum road and turning radius clearances to allow Fire Department and/or County vehicles with unfettered and unobstructed access over and across the Easement Area and Grantee's Property at all times.
  - iii. It is expressly understood that upon Grantee's approval of Grantee's access road and Improvements by the Fire Department, and/or other local jurisdictions, that Grantor will not be called upon to repair, maintain, or reconstruct any part or portion of the Easement Area, including but not limited to the access road and/or the Improvements constructed thereon.
  - iv. The provisions and conditions contained in the Easement shall be recorded and shall be binding upon Grantee, its successors, and assigns.
  - v. Grantor reserves the right to use the Grantor's Property for any and all purposes consistent with enjoyment of the Grantor's Property herein granted, provided that said purposes do not unreasonably

interfere with or unreasonably limit Grantee's ability to use, maintain, and/or repair the Easement Area and Improvements.

- vi. Under no circumstances is Grantee permitted to park or store vehicles or personal property for any length of time on or within the Easement Area or Grantor's Property.
- vii. Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access within the Easement Area every part thereof, at all times, for the purpose of exercising the rights herein granted.
- viii. In the event that Grantor determines in its sole and absolute discretion that the restriction set forth in subsection 4(C)(i) above is not being complied with ("Default Condition"), written notice shall be given to the record owner of Grantee's Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Easements shall automatically revert back to Grantor without further action by Grantor. The record owner shall relinquish possession and execute a quitclaim deed conveying the Easements to Grantor upon request.

- D. Grantor's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Easement Area, without the use of the surface or subsurface (except as otherwise provided herein), to a depth of five hundred (500) feet, measured vertically, from the surface of the Easement Area, in perpetuity.

5. Closing Date. Grantor shall convey the Easements 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 Easements and (B) the date on which Grantor is in receipt of Grantee's Payment, the balance of any additional costs and expenses required to be paid by Grantee pursuant to Section 3 hereof, and executed associated documents necessary to complete the conveyance. In the event Grantee fails to provide Grantor with the Purchase Price Payment, payments for the balance of any additional costs and expenses required to be paid by Grantee pursuant to Section 3 hereof, and/or any associated documents (and any other documents reasonably requested by County in

connection with the conveyance of the Easements) to effectuate the Closing within 180 days of the date Grantor executes this Agreement and Deed, Grantor, at its option and in its sole and absolute discretion, may elect to terminate this Agreement, and thereafter Grantor shall have no further obligations to Grantee pursuant to this Agreement.

6. AS-IS Sale. Grantee understands that the Easements are being sold "AS-IS," "WHERE IS" and "WITH ALL FAULTS" and without any representation or warranty of any kind, and Grantee further acknowledges and understands that Grantor expressly disclaims any such representation or warranty, express or implied. Grantee accepts all matters of record and understands that Grantor will not provide a policy of title insurance and makes no representations or warranties of any kind with regard to the Easements or the Grantor's Property. Grantee acknowledges that Grantee has the right but not the obligation to engage, at Grantee's sole cost and expense, a licensed title company to issue a policy of title insurance and/or a title report. Grantee agrees that the condition of the Easements and the Grantor's Property shall not be cause for Grantee's cancellation of this Agreement.

7. Recording. Grantor shall prepare the Deed indicating title to the Easements to be vested in the name of the Grantee as follows: Daniel J. Tripathi and Leanna Tripathi, husband and wife as joint tenants 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. At the recording, Grantee shall be entitled to obtain a CLTA policy of title insurance insuring Grantee's appurtenant easement rights for the benefit of Grantee's Property which will be issued by First American or such other title insurer as Grantee designates, the cost of which title policy and any endorsements thereto, shall be paid for by Grantee.

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

9. Condition of the Easements.

- A. Grantee acknowledges that Grantee is purchasing the Easements "AS IS," "WHERE IS" and "WITH ALL FAULTS" solely in reliance on Grantee's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Grantor or Grantor's agents, and Grantor hereby expressly disclaims any such representation or warranty of any kind, express or implied. Any information given or disclosure made to Grantee by Grantor or Grantor's agents concerning the Easements, Easement Area or the Grantor's Property shall not constitute or be construed as a representation or warranty made by Grantor. Grantee acknowledges and agrees that it has been given the full opportunity to inspect the Easement Area and the Property prior to execution of this Agreement. Grantee 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 Easement Area.

- B. Grantee acknowledges and agrees that Grantor has disclosed all information in Grantor's possession that impacts Grantee's use of the Easements. Such disclosures are not exhaustive and do not imply that no other conditions impact Grantee's use of, or the value of the Easements or that other conditions are not known to Grantor. Grantee knowingly and willingly assumes any and all risk related to the existence of any and all other conditions that could impact Grantee's use of or the value of the Easements.
- C. Grantee 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 Easements, and Grantee agrees to purchase the Easements in said condition and to fully comply with all such zoning regulations and other governmental requirements at all times during Grantee's use of the Easements.
- D. Grantee 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, the Easements or the Grantor's Property .

10. Possession/Risk of Loss. Any and all risk of loss or damage with respect to Grantee's use, repair, maintenance and improvement of the Easements and Easement Area shall pass from Grantor to Grantee on the Closing Date.

11. Brokerage Commission. Grantee and Grantor 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. Binding Effect on Successors.** This Agreement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity, and without regard to technical classifications or designations, be deemed to be covenants running with the land and binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is made with the intent of satisfying section 1468 of the California Civil Code.

**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:

Grantor: County of Los Angeles  
Chief Executive Office  
320 W. Temple St., 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Dean Lehman, Senior Manager  
Real Estate

Grantee: Daniel J. Tripathi and Leanna Tripathi  
1910 Glenhaven Drive  
La Canada Flintridge, CA 91011

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. Grantor's Remedies.** In the event of Grantee's failure to consummate the transaction contemplated by this Agreement, or in the event of termination of this Agreement due to Grantee's violation of any provision of this Agreement, Grantor 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 PURCHASE PRICE SHALL BE RETAINED BY GRANTOR, IN THE EVENT OF GRANTEE'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE GRANTOR FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR'S APPROVAL AND ENTERING INTO THIS AGREEMENT. THE PURCHASE PRICE AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY GRANTOR BECAUSE OF GRANTEE'S BREACH OF ITS OBLIGATION TO PURCHASE THE EASEMENTS. GRANTOR HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR'S APPROVAL AND ENTERING INTO THIS AGREEMENT

AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY GRANTOR BECAUSE OF GRANTEE'S BREACH OF ITS OBLIGATION TO PURCHASE THE EASEMENTS. GRANTOR HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR'S 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 GRANTEE'S BREACH OF ITS OBLIGATION TO PURCHASE THE EASEMENTS, GRANTEE AND GRANTOR AGREE AS FOLLOWS: (1) THAT THE AMOUNT OF THE PURCHASE PRICE IS INSUFFICIENT TO COVER GRANTOR'S COST OF THE TYPE OF TRANSACTION CONTEMPLATED BY THIS AGREEMENT; AND (2) THAT THE PURCHASE PRICE SHALL BE RETAINED BY GRANTOR, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. GRANTOR'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE GRANTOR UNDER THIS AGREEMENT OVER THE VALUE OF THE EASEMENTS TO GRANTOR, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Grantor's Initials \_\_\_\_\_

Grantee's Initials \_\_\_\_\_

Grantee's Initials \_\_\_\_\_

17. Conveyance of Grantee's Property. If, at any time during the period between the execution of this Agreement by Grantee and the conveyance of the Easements from Grantor to Grantee, the Grantee's Property 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 Grantee, Grantor, at its option, may elect to terminate this Agreement, and thereafter, Grantor shall have no further obligations to Grantee pursuant to this Agreement. Grantor, 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. Grantee 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 Grantee is in full compliance with the requirements thereof. Failure to fully comply with all such requirements at all times 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.

[Rest of page intentionally left blank. Agreement continues on next page.]



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 Grantee and Grantor. Grantee and Grantor 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 Grantee has the legal right authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. Grantee further represents that he 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 Grantee'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 Easements 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 Grantor and Grantee

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.

**GRANTEE**

**Daniel J. Tripathi and Leanna  
Tripathi, husband and wife, as joint  
tenants**

By:   
Daniel J. Tripathi

By:   
Leanna Tripathi

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

**GRANTOR**

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

SACHI A. HAMAI  
Chief Executive Office

By \_\_\_\_\_  
David P. Howard,  
Assistant Chief Executive Officer  
Chief Executive Office

**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 OWNED BY GRANTOR**

APN: 5864-010-908

**The land referred to herein is situated in the State of California, County of Los Angeles, and described as follows:**

Those portions of the Northwest quarter of the Southeast quarter and of the Northeast quarter of the Southwest quarter of Section 26, Township 2 North, Range 1 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the Bureau of Land Management Office April 6, 1875, included within the lines of that land described in Parcel No. 3 of the deed to Descanso Distributors, Inc., recorded on April 26, 1950 as Instrument No. 1033, in Book 32960, Page 215, of Official Records of said County.

**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**PROPERTY OWNED BY GRANTEE**

APN: 5864-006-015

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LA CANADA-FLINTRIDGE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

That portion of Lot 18 of the amended Map of The Hillyard Tract, in the City of La Canada-Flintridge, County of Los Angeles, State of California, as shown on Map recorded in Book 43, Page 64 of Miscellaneous Records, in the office of the County Recorder of said county, being that portion included within the lines of the land described in the Deed to John Di Mundo, et ux, recorded in Book D-2002 Page 969 of Official Records as Instrument No. 1547 April 24, 1963, in said Office of the County Recorder of said County lying Northeasterly of the center line of that portion of Earl Canyon Fire Truck Trail as shown on the County Surveyor's Map No. B-1010 on file in the Office of the County Engineer of said County.

**EXHIBIT C**  
**LEGAL DESCRIPTION**  
**EASEMENT AREA**

**PARCEL 1:**

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHEAST QUARTER, OF THE SOUTHWEST QUARTER, OF FRACTIONAL SECTION 26, TOWNSHIP 2 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89°39'40" EAST ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 622.11 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°01'47" EAST, A DISTANCE OF 135.37 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE SOUTH 89°39'40" EAST, A DISTANCE OF 65.00 FEET; THENCE PERPENDICULAR WITH SAID SOUTHERLY LINE SOUTH 00°20'12" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°39'40" WEST, A DISTANCE OF 186.35 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINING 7,541 SQUARE FEET.

**PARCEL 2:**

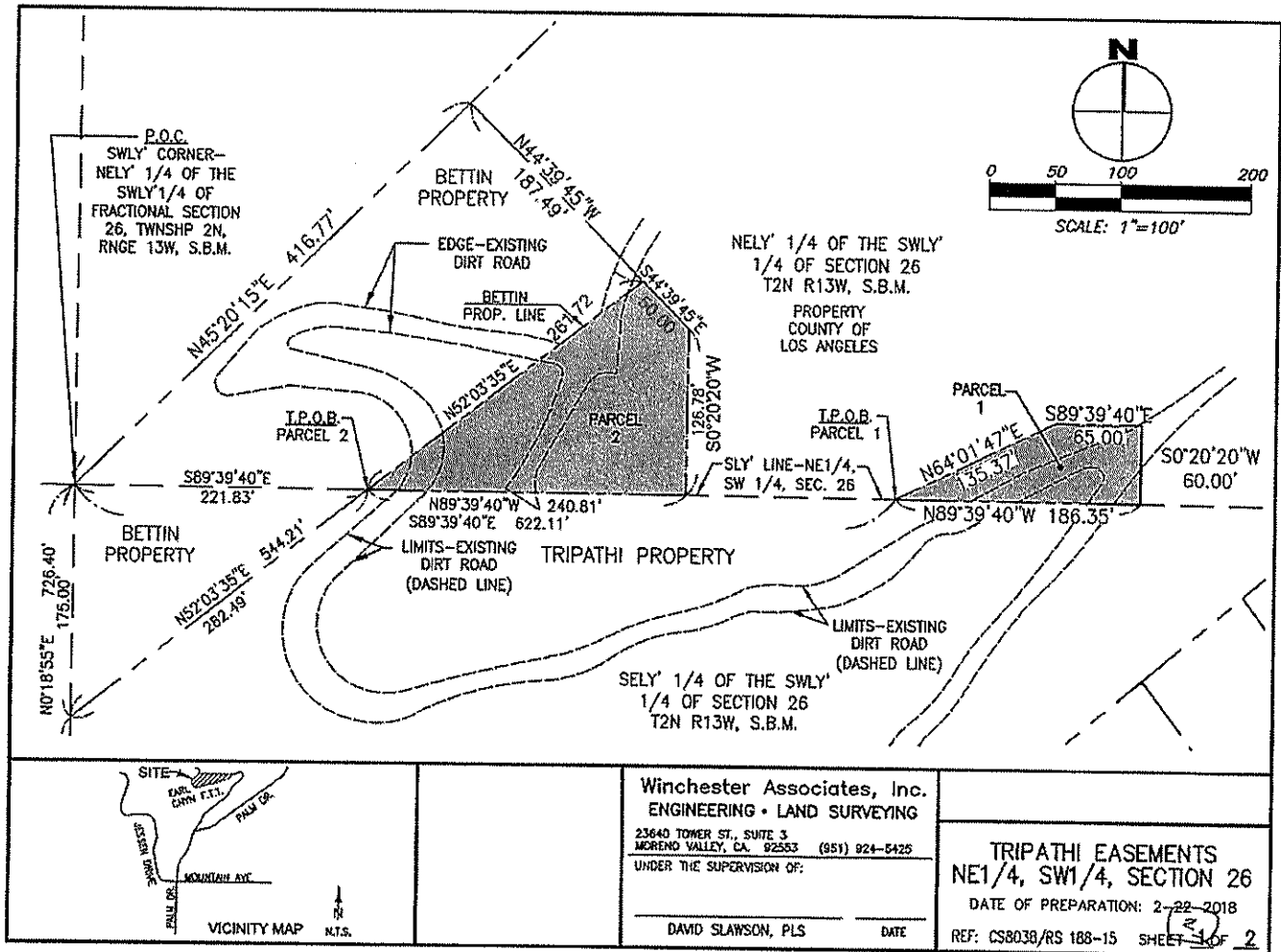
AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHEAST QUARTER, OF THE SOUTHWEST QUARTER, OF FRACTIONAL SECTION 26, TOWNSHIP 2 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89°39'40" EAST ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 221.83 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO RUTH BETTIN, ET UX, RECORDED ON MAY 10, 1994 AS DOCUMENT NO. 94-899393, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 52°03'35" EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 261.72 FEET TO THE EASTERLY CORNER OF SAID BETTIN LAND; THENCE SOUTH 44° 39'45" EAST, A DISTANCE OF 50.00 FEET; THENCE PERPENDICULAR WITH THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, SOUTH 00°20'20" WEST, A DISTANCE OF 126.78 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°39'40" WEST, A DISTANCE OF 240.81 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL 2 CONTAINING 21,763 SQUARE FEET.

# EXHIBIT C MAP



**EXHIBIT D  
EASEMENT DEED**

RECORDING REQUESTED BY  
AND MAIL TO:  
COUNTY OF LOS ANGELES  
Chief Executive Office  
Real Estate  
320 W. Temple St., 7th Floor  
Los Angeles, CA 90012

**This is a conveyance of an easement and  
the consideration and value is less than  
\$100.00, R & T 11911.**

Assessor's Identification Number:  
5864-010-908 (portion)

**E A S E M E N T**

For a valuable consideration, receipt of which is hereby acknowledged, COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), does hereby grant to:

DANIEL J. TRIPATHI AND LEANNA TRIPATHI, husband and wife as joint tenants, (hereinafter referred to as GRANTEE)

an appurtenant easement for ingress, egress, public utility and water tank storage purposes, in, on, over, under, and across all that real property in the City of La Canada Flintridge, County of Los Angeles, State of California, described in Exhibit A for the benefit of Grantee's Property described in Exhibit B, which Grant of Easement is more particularly described and depicted in Exhibit C, all of which Exhibits are attached hereto and by this reference made a part hereof.

GRANTEE shall indemnify, defend, save and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees and agents, 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 of any nature whatsoever in any way related to or arising out of or in connection with Grantees and their successors, heirs and assigns improvement, maintenance and use of said Easements under that certain "Sale and Purchase Agreement of Easements" dated November \_\_, 2019, between GRANTEE and GRANTOR, the terms, provisions and conditions of which are incorporated herein by reference as though set forth in full and made a part hereof.

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EASEMENT  
Page Two

Pursuant to the authority delegated by the Board of Supervisors of the County of Los Angeles, this Easement document has been executed on behalf of said COUNTY by the Chief Executive Officer of the County of Los Angeles Chief Executive Office.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES,  
a body corporate and politic

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
DAVID P. HOWARD  
Assistant Chief Executive Officer  
Chief Executive Office

EXHIBIT A TO EASEMENT  
LEGAL DESCRIPTION  
PROPERTY OWNED BY GRANTOR

APN: 5864-010-908

The land referred to herein is situated in the State of California, County of Los Angeles, and described as follows:

Those portions of the South half of the Northeast quarter and or the Northwest quarter of the Southeast quarter and of the Northeast quarter of the Southwest quarter of Section 26, Township 2 North, Range 1 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the Bureau of Land Management April 6, 1875, included within the lines of that land described in Parcel No. 3 of the deed to Descanso Distributors, Inc., recorded on April 26, 1950 as Instrument No. 1033, in Book 32960, Page 215, of Official Records of said County.

EXHIBIT B TO EASEMENT  
LEGAL DESCRIPTION  
PROPERTY OWNED BY GRANTEE

APN: 5864-006-015

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LA CANADA-FLINTRIDGE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel I:

That portion of Lot 18 of the amended Map of The Hillyard Tract, in the City of La Canada-Flintridge, County of Los Angeles, State of California, as shown on Map recorded in Book 43, Page 64 of Miscellaneous Records, in the office of the County Recorder of said county, being that portion included within the lines of the land described in the Deed to John Di Mundo, et ux, recorded in Book D-2002 Page 969 of Official Records as Instrument No. 1547 April 24, 1963, in said Office of the County Recorder of said County lying Northeasterly of the center line of that portion of Earl Canyon Fire Truck Trail as shown on the County Surveyor's Map No. B-1010 on file in the Office of the County Engineer of said County.

EXHIBIT C TO EASEMENT  
LEGAL DESCRIPTION  
EASEMENT AREA

PARCEL 1:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHEAST QUARTER, OF THE SOUTHWEST QUARTER, OF FRACTIONAL SECTION 26, TOWNSHIP 2 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89°39'40" EAST ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 622.11 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°01'47" EAST, A DISTANCE OF 135.37 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE SOUTH 89°39'40" EAST, A DISTANCE OF 65.00 FEET; THENCE PERPENDICULAR WITH SAID SOUTHERLY LINE SOUTH 00°20'12" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°39'40" WEST, A DISTANCE OF 186.35 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINING 7,541 SQUARE FEET.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHEAST QUARTER, OF THE SOUTHWEST QUARTER, OF FRACTIONAL SECTION 26, TOWNSHIP 2 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89°39'40" EAST ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 221.83 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO RUTH BETTIN, ET UX, RECORDED ON MAY 10, 1994 AS DOCUMENT NO. 94-899393, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 52°03'35" EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 261.72 FEET TO THE EASTERLY CORNER OF SAID BETTIN LAND; THENCE SOUTH 44°39'45" EAST, A DISTANCE OF 50.00 FEET; THENCE PERPENDICULAR WITH THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, SOUTH 00°20'20" WEST, A DISTANCE OF 126.78 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°39'40" WEST, A DISTANCE OF 240.81 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL 2 CONTAINING 21,763 SQUARE FEET.

**NE 1/4, SW 1/4, SECTION 26**  
T2N R13W, S.B.M.

**TRIPATHI EASEMENTS**

DATE OF PREPARATION: 2-22-2018

REF: CS8038/RS 188-15 SHEET 2 OF 2

Winchester Associates, Inc.  
ENGINEERING • LAND SURVEYING

23640 TOWER ST., SUITE 3  
MORENO VALLEY, CA. 92553 (951) 924-5425

UNDER THE SUPERVISION OF:

DAVID SLAWSON, PLS DATE

VICINITY MAP

N.T.S.

SCALE: 1"=100'

0 50 100 200

N

P.O.C.  
SWLY CORNER-  
NELY 1/4 OF THE  
SWLY 1/4 OF  
FRACTIONAL SECTION  
26, TOWNSHIP 2N,  
RANGE 13W, S.B.M.

BETTIN PROPERTY

EDGE-EXISTING  
DIRT ROAD

BETTIN  
PROP. LINE

PARCEL 2

PARCEL 1

TRIPATHI PROPERTY

SELY 1/4 OF THE SWLY  
1/4 OF SECTION 26  
T2N R13W, S.B.M.

LIMITS-EXISTING  
DIRT ROAD  
(DASHED LINE)

LIMITS-EXISTING  
DIRT ROAD  
(DASHED LINE)

MEASUREMENTS:  
N45°20'15"E 416.77'  
N44°39'45"W 187.49'  
S44°39'45"E 30.00'  
S0°20'20"W 126.78'  
S89°39'40"E 221.83'  
N52°03'35"E 282.49'  
N89°39'40"W 240.81'  
S89°39'40"E 622.11'  
N64°01'47"E 135.37'  
S89°39'40"E 65.00'  
S0°20'20"W 60.00'  
N89°39'40"W 186.35'

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	4/22/2020	
<b>BOARD MEETING</b>	5/12/2020	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	FIRST	
<b>DEPARTMENT</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	PROPOSED SALE OF SURPLUS COUNTY PROPERTY INTERSECTION OF 2 <sup>ND</sup> STREET AND HOPE STREET, CITY OF LOS ANGELES	
<b>PROGRAM</b>	N/A	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Los Angeles County Metropolitan Transportation Authority (LACMTA) is currently constructing the 2 <sup>nd</sup> and Hope Station Plaza and the City of L.A. is requiring the LACMTA to acquire the underlying fee interest for this project due to the City's lighting and maintenance requirements. The subject parcel is no longer necessary for the County or any other public purpose.	
<b>COST &amp; FUNDING</b>	Total cost: LACMTA will pay the County for the purchase price of \$10,400.	Funding source:
	TERMS (if applicable): LACMTA will pay the County for the purchase price of \$10,400.	
	Explanation: LACMTA is construction the 2 <sup>nd</sup> and Hope Station Plaza at this property the City of L.A. is requiring LACMTA to acquire the underlying fee interest for this project due to the City's lighting and maintenance requirements. The property is no longer necessary for the County or any other public purpose.	
<b>PURPOSE OF REQUEST</b>	Approve the sale of the County's right, title, and interest in the surplus County property to LACMTA for the purchase price of \$10,400.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	1) The property we are selling is a portion of a larger parcel that includes the Music Center. 2) The City of Los Angeles is actually requiring Metro to purchase the property due to lighting and maintenance reasons. 3) The primary reason the value is lower is because the entire property in this case is burdened by a street right-of-way. As stated above, it is the City that is requiring Metro to purchase this sliver of County property.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Michael Rodriguez, Chief Program Specialist 213-974-4246 <a href="mailto:mgrodriguez@ceo.lacounty.gov">mgrodriguez@ceo.lacounty.gov</a>	



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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

May 12, 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  
INTERSECTION OF 2<sup>ND</sup> STREET AND HOPE STREET  
CITY OF LOS ANGELES  
(FIRST DISTRICT)  
(4 VOTES)**

**SUBJECT**

The County proposes to sell and convey approximately 1,380 square feet of surplus County-owned property located at the intersection of 2nd Street and Hope Street in the City of Los Angeles (City) to the Los Angeles County Metropolitan Transportation Authority (LACMTA).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed sale and conveyance 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 apply, for the reasons stated in this Board letter and in the record for the project.
2. Find that the County-owned real property, as shown on the parcel map and described in the quitclaim deed, is no longer necessary for County purposes.
3. Find that the County-owned real property is exempt surplus land as defined in Government Code Section 54221(f)(1)(B), in that 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,

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

and (iii) is being sold to an owner of contiguous land; and Government Code Section 54221(f)(1)(D), in that it is surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use.

4. Approve the sale of the County's right, title, and interest in the property located in the intersection of 2<sup>nd</sup> Street and Hope Street in the City of Los Angeles to the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the purchase price of \$10,400 and authorize the Chief Executive Officer, or her designee, to execute the Purchase and Sale Agreement in accordance with Government Code Section 25365(a).
5. Instruct the Executive Office of the Board of Supervisors to notice and publish the one-time Notice of Transfer of the Property, in accordance with Government Code Sections 6061 and 25365(c).
6. Authorize the Chief Executive Officer, or her designee, to sign and record (following the requisite notice and publication periods) the Quitclaim Deed conveying the Property to LACMTA in accordance with Government Code Section 25365(a).
7. Authorize 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.
8. Instruct the Auditor-Controller to deposit the sale proceeds into the County's Asset Development Implementation Fund.

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

The purpose of the recommended action is to find the sale and conveyance of the County-owned property categorically exempt from the provisions of CEQA; find the County-owned property to be exempt surplus land under Government Code Section 54221(f)(1)(B) and (D); approve the sale and convey title of the County-owned property to LACMTA. The subject property is a 1,380 square foot property improved as a road. The property is located within the 2nd and Hope Street intersection in the City of Los Angeles (City) and is part of the large network of connected streets and roads within the City. The City has an easement for public street purposes over the County property.

LACMTA is currently constructing the 2nd and Hope Station Plaza at this location and the City is requiring LACMTA to acquire the underlying fee interest for this project due to the City's lighting and maintenance requirements. The subject parcel is no longer necessary for the County or any other public purpose.



### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed disposition of the 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. Upon conveying the property, LACMTA will greatly improve the connectivity of the transportation network for the region and the County will eliminate its liability associated for the parcel of land.

### **FISCAL IMPACT/FINANCING**

LACMTA has agreed to a purchase price of \$10,400 for the property. This price was established pursuant to an acceptable appraisal report. LACMTA 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's Asset Development Implementation Fund. There will not be any financial obligations to the County for disposing of this property.

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

The sale of the property directly to LACMTA is authorized by Section 25365(a) of the California Government Code, which provides that the Board of Supervisors may, by a four-fifths vote, grant, convey, quitclaim, assign, or otherwise transfer to the state or to any community redevelopment agency, housing authority, community development commission, surplus property authority, federal agency, city, school district, county board of education, special district, joint powers agency, or any other public agency within the county or exchange with those public agencies, any real or personal property, or interest therein belonging to the county upon the terms and conditions as are agreed upon and without complying with any other provisions of this code, if the property or interest therein to be granted and conveyed or quitclaimed is not required for county use or in the event of an exchange, the property to be acquired is required for county use.

The property is exempt surplus land as defined in Government Code Sections: (a) 54221(f)(1)(B), in that 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; and (b) 54221(f)(1)(D) in that it is surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use.

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 conveyance 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, The Chief Executive Office (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)**

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 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:FAD:DPH  
DL:MGR:MT:Is

Enclosures

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

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	4/22/2020	
<b>BOARD MEETING</b>	5/12/2020	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	Second	
<b>DEPARTMENT</b>	CEO	
<b>SUBJECT</b>	West Carson EIFD Resolution of Intent	
<b>PROGRAM</b>	Economic Development	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	SD 2 timeline requires this initial step be completed so that final approval can happen in fall, 2020.	
<b>COST &amp; FUNDING</b>	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Place Resolution of Intent on 5/12/20 Board agenda.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	Detailed analysis will be provided when the Board is requested to provide final approval, likely in the fall, 2020.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: • Robert Moran, Principal Analyst, 974-1130, rmoran@ceo.lacounty.gov	

May 12, 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:

**ADOPT A RESOLUTION OF THE BOARD OF SUPERVISORS EXPRESSING THE  
INTENT OF THE COUNTY TO ESTABLISH THE WEST CARSON ENHANCED  
INFRASTRUCTURE FINANCING DISTRICT  
(SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

Recommendation to adopt a Resolution to express the intent of the County to establish the West Carson Enhanced Infrastructure Financing District.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve a Resolution to express the County's intent to establish the West Carson Enhanced Infrastructure Financing District.
2. Find that the proposed Resolution is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action does not meet the definition of a project for the reasons stated herein and the reasons reflected in the record.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the Resolution of Intent of the Board of Supervisors is to indicate the County's intent to establish the proposed West Carson Enhanced Infrastructure Financing District ("West Carson EIFD") in an unincorporated area of the County. A future resolution of the Board of Supervisors approving the Infrastructure Financing Plan ("IFP") will be required for the County to formally participate in the EIFD.

On September 29, 2014, the governor approved SB 628, which authorized the formation of EIFDs. An EIFD is a limited tax increment financing district created after

the dissolution of redevelopment agencies in 2012. An EIFD allows governmental entities to agree to contribute a portion of their future property tax revenues from a defined district for the construction of certain infrastructure projects. Schools cannot participate in EIFDs, no new taxes are created, and participation is voluntary.

The purpose of the West Carson EIFD is to assist in the financing of infrastructure projects that will spur development envisioned in the recently adopted West Carson Transit Oriented Development Specific Plan. Approximately \$100 million of infrastructure projects have been identified including: transit connections; streets and circulation improvements; new open space and recreation; and utility upgrades and parking to support job growth at LA Biomed.

### **FISCAL IMPACT/FINANCING**

Based on a preliminary fiscal analysis, it appears that the new development activity will generate greater future property taxes for the County net of its contribution to the EIFD, than if the County did not participate in the EIFD and the new development did not occur. Therefore, it is expected the EIFD will have a positive net impact on the County General Fund due to the increased assessed values in the district. If successful, the region will benefit from the EIFD due to the transit-oriented development, new open spaces, and job growth. A detailed fiscal analysis will be provided later in the process when Infrastructure Financing Plan ("IFP") is completed.

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

The law authorizing creation of EIFDs, California Government Code section 53398.50 *et seq* ("EIFD law"), took effect in 2015. The EIFD law was established to provide a tool to finance local infrastructure after the dissolution of redevelopment. Because the West Carson project area is in an unincorporated area of the County, the County alone will contribute a share of its future property taxes to the EIFD. A consultant will assist in the preparation of the IFP. Section 53398.63 of the EIFD Law requires the IFP to include: descriptions of the infrastructure improvements and development projects with the EIFD; a plan for financing the infrastructure projects; tax increment projections; limits on the time the EIFD will exist and the dollar amounts the EIFD will receive; and the anticipated incremental tax revenue contributions from the County to the EIFD.

The IFP, which will detail the County's anticipated contribution to the EIFD, will be presented to your Board for approval after it has been prepared by the consultant and reviewed by CEO staff consistent with Board policy. The IFP must be approved by your Board by resolution before any incremental tax revenue from the County is contributed

to the proposed EIFD. The IFP must also be approved by the Public Financing Authority ("PFA"), which is the governing body of the EIFD, at a public hearing to form the proposed West Carson EIFD. The Resolution of Intent includes the formation of the PFA, and appointments to the PFA governing body. These appointments include three members of the Board of Supervisors and two members of the public.

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

Because the development will occur within an unincorporated area of the County, the IFP will include input from County departments to determine the impact on the County for services related to future development. Benefits of the projects will include: improved circulation and access to transit, new open areas and recreation opportunities, and job growth at LA Biomed.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The proposed action is the creation of a government funding mechanism, a fiscal activity which does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment.

### **CONCLUSION**

When your Board approves the attached Resolution, please return two signed copies to the Chief Executive Office.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

SAH:FAD:AEC  
JO:RM:acn

Enclosures

The Honorable Board of Supervisors  
May 12, 2020  
Page 4

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

**RESOLUTION OF INTENT OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES PROPOSING TO ESTABLISH THE WEST CARSON ENHANCED  
INFRASTRUCTURE FINANCING DISTRICT, ESTABLISHING A PUBLIC FINANCING  
AUTHORITY, AND AUTHORIZING CERTAIN OTHER ACTIONS RELATED THERETO**

**WHEREAS**, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the "EIFD Law"), the Board of Supervisors ("Board") for the County of Los Angeles ("County") is authorized to initiate a process to establish an Enhanced Infrastructure Financing District ("EIFD"); and

**WHEREAS**, the Board hereby proposes the establishment of an EIFD to finance certain public facilities, with the proposed name being the "County of Los Angeles West Carson Enhanced Infrastructure Financing District" ("West Carson EIFD"); and

**WHEREAS**, the proposed boundaries of the West Carson EIFD are in an unincorporated area of the County identified on a map entitled "Proposed Boundaries of the West Carson EIFD" a copy of which is attached to this Resolution and shall be filed in the office of the recorder of the County; and

**WHEREAS**, the proposed West Carson EIFD is needed to finance certain needed public facilities within the proposed boundaries of the West Carson EIFD and will promote economic development both within and outside the West Carson EIFD project area, thereby promoting public safety, commerce, revenues, health, and welfare in the County; and

**WHEREAS**, the Board is also authorized to establish a Public Financing Authority ("PFA"), which shall form, serve as the governing body of, and be responsible for implementing an Infrastructure Financing Plan ("IFP") for, the proposed West Carson EIFD.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the County of Los Angeles that:

1. The above recitals are true and correct.
2. The Board proposes and intends to cause the establishment of an EIFD under the terms of the EIFD law and this Resolution of Intent.
3. The name of the proposed EIFD is the "County of Los Angeles West Carson Enhanced Infrastructure Financing District" and the proposed boundaries of the EIFD are located within an unincorporated area of the County identified on the map entitled "Proposed Boundaries of the West Carson EIFD," a copy of which is attached to this Resolution as Exhibit A, and shall be filed in the office of the recorder of the County.
4. The types of public facilities proposed to be financed by the EIFD, pursuant to the EIFD Law, are those listed as facilities on Exhibit B attached hereto and incorporated herein.
5. The Board hereby finds that the proposed EIFD is necessary for the area within the EIFD, the surrounding area, and the County. The goal for the proposed EIFD is to develop transit connections, streets, and circulation improvements, add new open space and recreation facilities, and upgrade utilities and parking facilities to support job growth at LA Biomed. These improvements will promote economic development both within



and outside the West Carson EIFD boundaries, thereby promoting public safety, commerce, revenues, health, and welfare in the County.

6. The Board hereby resolves that, pursuant to the EIFD Law and if approved by a subsequent resolution of the Board pursuant to Section 53398.68 of the California Government Code, incremental property tax revenue from the County may be used to finance the EIFD activities.
7. The Board hereby establishes a PFA to serve as the governing body of the proposed EIFD, subject to the following provisions:
  - a. Pursuant to Government Code section 53398.51.1, the membership of the PFA shall be composed of three members of the County Board of Supervisors, and two public members.
  - b. The Supervisor of the Los Angeles County supervisorial district in which either, the entire proposed EIFD is located, or if the EIFD lies in more than one supervisorial district, then a majority of territory of the proposed EIFD is located, shall be one of the three Supervisor members of the PFA.
  - c. The two remaining Supervisor members and the two public members shall be appointed by the Board of Supervisors, shall serve at the pleasure of the Board of Supervisors, and shall serve until their successor assumes office.
  - d. The members of the PFA are subject to compliance with the EIFD Law and Government Code 54974.
8. The Board of Supervisors hereby requests the PFA to designate and direct the County's Chief Executive Officer ("CEO"), in consultation with a consultant if deemed necessary and appropriate by the CEO, to prepare an IFP in accordance with EIFD Law and consistent with the general plan of the County.
9. The CEO or its consultant is hereby directed to mail a copy of this Resolution of Intention to the PFA and each owner of land (as defined in the EIFD Law) within the proposed EIFD and to each affected taxing entity (as defined in the EIFD law). In addition, the CEO or its consultant is hereby directed to cause notice of the public hearing to be published not less than once a week for four successive weeks in a newspaper of general circulation published in the County. The notice shall state that the EIFD will be used to finance public works, briefly describe the facilities, briefly describe the proposed financial arrangements, including the proposed commitment of incremental tax revenue, describe the boundaries of the proposed EIFD and state the day, hour, and place when and where any person having any objection to the proposed IFP, or the regularity of any prior proceedings, may appear before the PFA and object to the adoption of the IFP.
10. The IFP must be approved by the Board of Supervisors before any incremental tax revenue from the County of Los Angeles will be used by the proposed West Carson EIFD. The IFP must also be approved by the Board of Supervisors before a public hearing is held for formation of the proposed West Carson EIFD and approval of the IFP by the PFA.

11. The County and the consultant will be responsible for the mailing and publication of notice, as required under EIFD Law (California Government Code Sections 53398.60, 53398.61, 53398.66), for formation of the proposed West Carson EIFD.
12. The Board of Supervisors hereby fixes \_\_\_\_\_, 2020, at \_\_\_\_\_ a.m./p.m., or as soon thereafter as the matter may be heard, at \_\_\_\_\_, as the time and place, when and where the PFA will conduct a public hearing on the proposed establishment of the EIFD and direct the CEO or its consultant to prepare the IFP.
13. This resolution in no way obligates the County of Los Angeles to use incremental tax revenue to finance public facilities in the proposed West Carson EIFD until the Board of Supervisors approves the IFP at a later date.
14. The CEO, in consultation with the Auditor-Controller and County Counsel, and all other officers and agents of the County are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.
15. This Resolution in no way obligates the PFA to establish the proposed West Carson EIFD. The establishment of the proposed West Carson EIFD and approval of the IFP is contingent upon the approval by the PFA by resolution and ordinance following a public hearing.
16. This Resolution shall take effect immediately upon its approval by the Board of Supervisors of the County of Los Angeles.

The foregoing resolution was on the \_\_\_\_ day of \_\_\_\_\_ 2020, adopted by the Board of Supervisors of the County of Los Angeles.

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

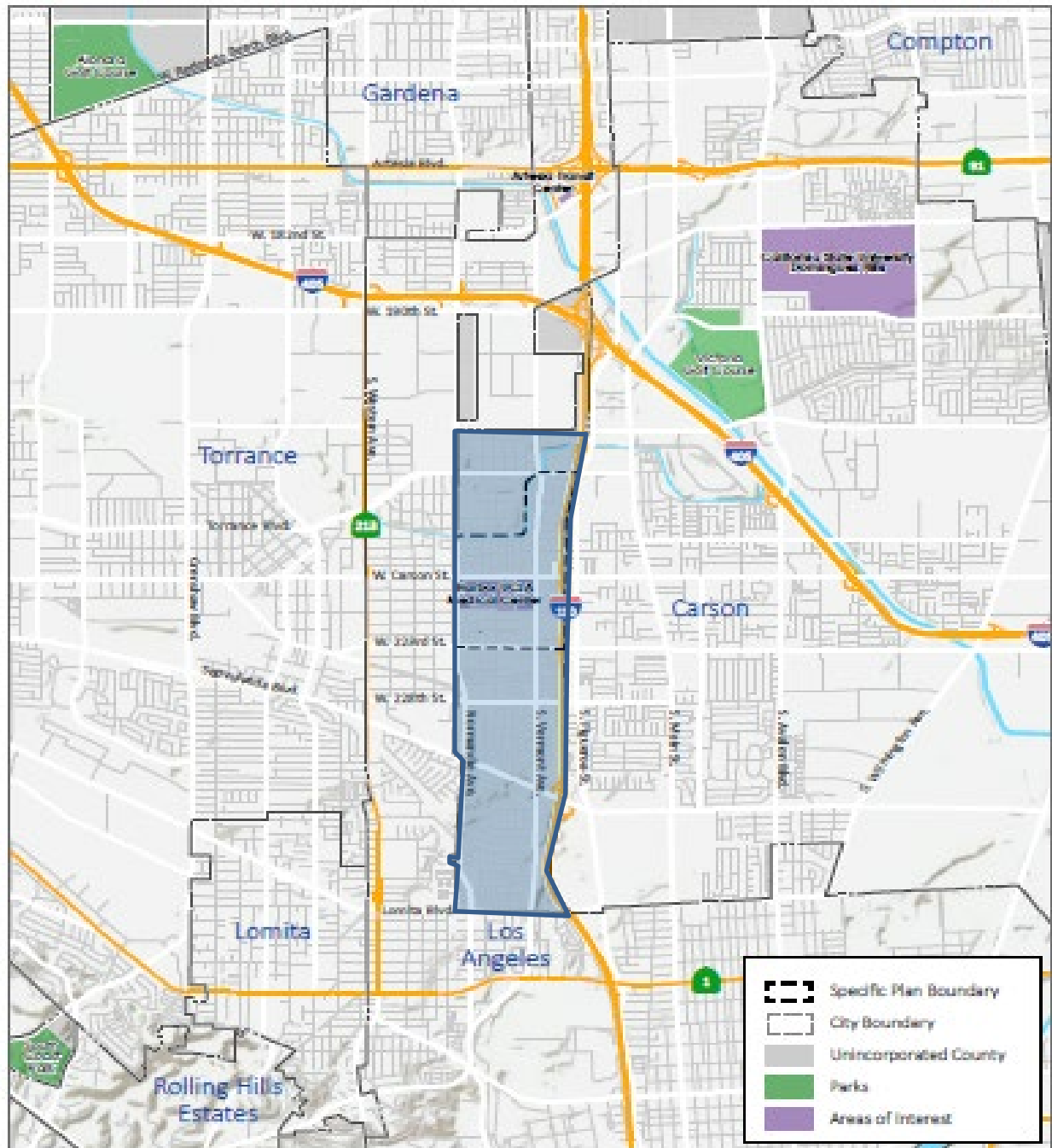
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

# West Carson EIFD





# Financing Critical Infrastructure

**West Carson TOD  
EIFD Feasibility Analysis  
January 2020**



**DRAFT**

**For Discussion  
Purposes Only**

# Tax Increment Financing in California

## TIF in California

- Proposition 18 approved by California voters in 1952 creating [Tax Increment Financing \(TIF\)](#)
- Allows local governments to create “Districts” to finance improvements using TIF
- Infrastructure investments that use increased property tax revenues from new development
- State has approved new “sustainability district” financing tools that can utilize TIF

## State has approved new “sustainability districts”

- [Enhanced Infrastructure Financing District \(EIFD\)](#), Community Revitalization Investment Authority (CRIA)
- Address major infrastructure, sustainability, and housing needs
- Enable tax increment financing
- Encourage joint ventures with cities, counties, special districts, and private developers

# EIFD Fundamentals

- EIFDs approved / amended by SB628 (2014), AB313 (2015), AB1568 (2017), SB1145 (2018), AB116 (2019)
- Growth in property tax from participating agencies used to fund local / regional projects
- Statutory Authority: Part 1 of Division 2 of Title 5 of the Government Code
- Term: 45 years from first bond issuance
- Governance: Public Financing Authority led by city or county implements Infrastructure Financing Plan
- Eligibility: City, County, Special District; school districts exempt
- Approvals: No public vote to create district, [subject to majority protest per AB116](#); no voter approval for bonds
- Eligible Projects: Any property with useful life of 15+ years & of communitywide significance; purchase, construction, expansion, improvement, seismic, rehabilitation
- No blight test needed
- District boundaries do not need to be contiguous

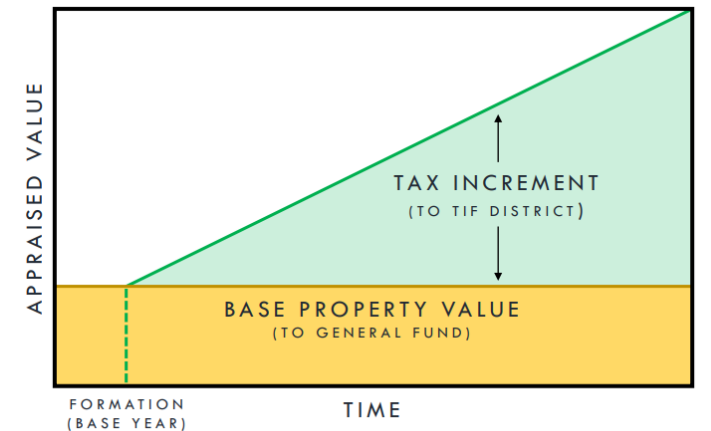
# EIFD Mechanics

## Property taxes are a major source of revenue for local governments

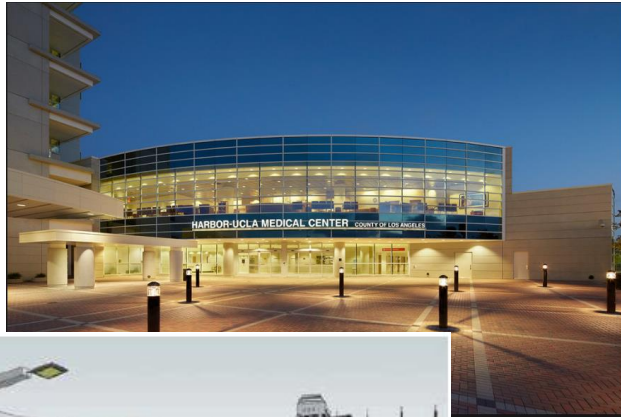
- LA County collects all property tax payments and distributes them to taxing entities – 1% statutory tax rate in California
- Cities in LA County receive 4 – 26% of property taxes and can use revenues for ‘general purposes’

## Incremental Growth Funds Improvements

- Taxing entity (City, County, Special District) pledges a % of property tax revenues generated from new development
- Pledged revenues used to secure bonds issued for improvements
- Separate fund created to pay debt service on bonds
- No new or increased taxes – increase in property values drive tax revenue and improves the area



# Executive Summary



- ✓ West Carson Transit Oriented Development Specific Plan adopted in June 2018:
  - 2,271 new residential units
  - 2.7 million sf commercial/industrial
  - Harbor-UCLA Master Plan
  - LA BioMed campus & tech park

- ✓ ~\$100 million infrastructure investment needed to support new development:
  - Transit connections, streets, and circulation – create transit-oriented area
  - Open space and recreation – requested in public meetings
  - Utility upgrades, parking – support LA Biomed job growth

- ✓ SCAG-County partnership to fund EIFD feasibility study
  - Fulfills Goal 12 of “Our County” sustainability plan – coordinated funding and partnerships
  - County projects to comply with prevailing wage and local/targeted worker policies

**Up to \$1.83  
billion of new  
development  
over the next 20  
years**





# EIFD Study Area



- ✓ EIFD Boundary: West Carson Unincorporated area
- ✓ Includes West Carson TOD Specific Plan area, Harbor-UCLA, LA Biomed
- ✓ 10,230 total acres
- ✓ 6,408 parcels
- ✓ \$2.4 billion current assessed value (base)
- ✓ \$1.83 billion potential new development (increment)

**Total 50-year tax increment revenue = \$691 million\***  
**20% (\$138 million) for affordable housing**

\*Assumes County contributes 100% of its estimated \$0.305 property tax share

This map illustrates the Harbor-UCLA Medical Center area, highlighting various land use zones and city boundaries. The map includes the following elements:

- City Boundaries:** The map shows the boundaries of the City of Los Angeles (labeled "City of Los Angeles") and the City of Carson (labeled "City of Carson").
- Specific Plan Boundary:** A dashed line indicates the boundary of the Harbor-UCLA Medical Center Specific Plan.
- Land Use Zones:** The map is color-coded to represent different land use zones:
  - West Carson Residential 1 (Yellow)
  - West Carson Residential 3 (Orange)
  - West Carson Residential 4 (Light Orange)
  - Residential Planned Development (Light Yellow)
  - Neighborhood Commercial (Pink)
  - Unlimited Commercial (Red)
  - Industrial Flex (Dark Blue)
  - Harbor UCLA Medical Zone (Light Blue)
  - Mixed Use Development 1 (Purple)
  - Mixed Use Development 2 (Dark Purple)
  - Public (Teal)
- Key Features:**
  - Harbor-UCLA Medical Center:** A large blue area in the center of the map.
  - Unincorporated:** Areas labeled "Unincorporated" are shown in the north and south of the map.
  - Streets:** Major streets shown include W. 21st St., W. 22nd St., W. 23rd St., W. 24th St., W. 25th St., W. 26th St., W. 27th St., W. 28th St., W. 29th St., W. 30th St., W. 31st St., W. 32nd St., W. 33rd St., W. 34th St., W. 35th St., W. 36th St., W. 37th St., W. 38th St., W. 39th St., W. 40th St., W. 41st St., W. 42nd St., W. 43rd St., W. 44th St., W. 45th St., W. 46th St., W. 47th St., W. 48th St., W. 49th St., W. 50th St., W. 51st St., W. 52nd St., W. 53rd St., W. 54th St., W. 55th St., W. 56th St., W. 57th St., W. 58th St., W. 59th St., W. 60th St., W. 61st St., W. 62nd St., W. 63rd St., W. 64th St., W. 65th St., W. 66th St., W. 67th St., W. 68th St., W. 69th St., W. 70th St., W. 71st St., W. 72nd St., W. 73rd St., W. 74th St., W. 75th St., W. 76th St., W. 77th St., W. 78th St., W. 79th St., W. 80th St., W. 81st St., W. 82nd St., W. 83rd St., W. 84th St., W. 85th St., W. 86th St., W. 87th St., W. 88th St., W. 89th St., W. 90th St., W. 91st St., W. 92nd St., W. 93rd St., W. 94th St., W. 95th St., W. 96th St., W. 97th St., W. 98th St., W. 99th St., W. 100th St.

# Infrastructure Needs

- ✓ Key infrastructure projects needed to support new development, promote job growth, and transform area into transit-oriented district:

*20% for affordable housing +*

## **Parks & Open Space:**

(\$35 million)

- Land acquisition and remediation
- Construction
- Community center

## **Streets, Circulation,**

## **Transit Connections:**

(\$40 million)

- Streetscape
- Bike/pedestrian
- Flood control

## **LA Biomed, Job Creation:**

(\$25 million)

- Building acquisition
- Parking
- Site improvements

*Estimated total project costs.*

# Tax Rate Area Distribution

Sample TRA 01519 – Top Taxing Entities (SP Mixed Use Development 2)	
<b>LOS ANGELES COUNTY GENERAL</b>	<b>0.304587860</b>
CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.170982529
L.A.CITY COMMUNITY COLLEGE DIST	0.029434964
L A COUNTY LIBRARY	0.022637909
CO LIGHTING MAINT DIST NO 1687	0.011371146

# EIFD Next Steps

- ✓ 1/23 – Economic Development Policy Committee:
  - Receive questions
  - Incorporate feedback
- ✓ February TBD – BOS Resolution of Intent
  - Identify public need and purpose
  - Establish EIFD
  - Form Public Financing Authority Board – appointments
- ✓ March – December – EIFD formation process
  - Infrastructure Financing Plan drafting
  - Fiscal impact analysis
  - Public hearings
  - BOS adoption of IFP and formation of EIFD



# Disclaimer

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

Discussions or descriptions of potential financial tools that may be available to the City/County are included for informational purposes only and are not intended to be to be “advice” within the context of this Analysis.

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THANK YOU

Questions?

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