



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Chief Executive Officer

DATE: March 30, 2022
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE
THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED
UNDER STATE LAW**

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Kirk Shelton/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Letter:
BOARD APPROVAL TO EXTEND CONTRACT NUMBER 78830 WITH DELTAWRX LLC
LASD – Angelo Faiella, Contracts Manager and Lt. Marshall Yelverton
 - B) Board Letter:
EXERCISE OF FIVE-YEAR LEASE OPTION LA COUNTY LIBRARY,
25950 THE OLD ROAD, STEVENSON RANCH
CEO/RE – Michael Navarro, Chief Program Specialist
3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

CONTINUED ON PAGE 2

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

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) LASD – REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT NEEDED FOR CONSULTANT SERVICES OF A COUNTYWIDE WARRANT SYSTEM
- B) RR/CC – REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION FOR AS-NEEDED OPERATIONAL SPACE FOR THE TECHNICAL SUPPORT CALL CENTER DURING ELECTIONS
- C) RR/CC – NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE AMENDMENT TO CONTRACT #15-003 WITH K & H PRINTERS-LITHOGRAPHERS, INC. (K&H) FOR OUTGOING VOTE BY MAIL ELECTION MAILING SERVICES
- D) DHR – AMENDMENT TO MASTER AGREEMENT FOR OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS WITH IRWINDALE INDUSTRIAL CLINIC

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/30/2022	
BOARD MEETING DATE	4/19/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Board approval to extend Contract Number 78830 with Deltawrx LLC	
PROGRAM	Computer Aided Dispatch (CAD) and records management system consulting services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: In compliance with Board Policy 5.110 – Amendments to extend the term of the current contract beyond its original term are “Sole Source Amendments”.	
DEADLINES/ TIME CONSTRAINTS	The current Contract expires July 9, 2022.	
COST & FUNDING	Total cost: \$0 (no additional cost)	Funding source: General Fund
	TERMS (if applicable): Two years, plus two additional one-year option periods	
	Explanation: There is no additional funding needed. The Contract is based on a pay-per-deliverable pricing model. The proposed Amendment does not add any additional deliverables to the Contract.	
PURPOSE OF REQUEST	Continuation of the consulting services will allow the Department to make informed decisions on how best to replace the aging hardware, operating systems, and software currently being used by the CAD and records management system.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The COVID-19 pandemic caused delays and setbacks for both, Deltawrx LLC and the Department, with developing the technical and business requirements for the replacement systems.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, afaiell@lasd.org • Lt. Marshall Yelverton, (323) 881-8002, mryelver@lasd.org	

April 19, 2022

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 SOLE SOURCE AMENDMENT NUMBER ONE
TO EXTEND CONTRACT NUMBER 78830 WITH DELTAWRX LLC
TO PROVIDE CONTINUED COMPUTER AIDED DISPATCH AND
RECORDS MANAGEMENT SYSTEM CONSULTING SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval from the Board to execute Sole Source Amendment Number One (Amendment) to extend Contract Number 78830 (Contract) with Deltawrx LLC to continue developing the technical and business requirements needed to replace the Department's legacy Computer Aided Dispatch (CAD) and records management systems. There will be no additional costs associated with the proposed Amendment. The Contract expires July 9, 2022.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff or his authorized designee to execute the attached Amendment to the Contract with Deltawrx LLC to extend the term of the Contract for two years, from July 10, 2022, through July 9, 2024, with options to extend for two additional one-year periods.

2. Delegate authority to the Sheriff or his authorized designee to execute change notices and amendments to the Contract as applicable to: (1) effectuate assignment of rights and/or delegation of duties under the Contract in the event of the contracting entity's merger, acquisition, or other corporate change; (2) modify the Contract to include new and/or revised standard County contract provisions adopted by the Board as required from time to time; (3) execute one or more of the extension options if it is in the best interest of the County; and (4) terminate the Contract, either in whole or in part, by provision of a ten-day written notice if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to make informed decisions on how to best replace the aging hardware platforms, operating systems, and software currently being used by the legacy CAD and records management systems.

CAD is a subsystem of the Mobile Digital Communications System and operates 24/7. Its primary purpose is to reduce audible voice traffic on the Sheriff's radio system by dispatching routine calls-for-service via typed messages read by deputies from the mobile digital computer screens installed in patrol cars. CAD has been a vital piece of the Department's communications since implemented in 1989.

The Los Angeles Regional Crime Information System (LARCIS) is the Department's current records management system. It has been the Department's primary electronic crime reporting data repository since 2000.

Both the CAD and LARCIS are built on technologies that are no longer supported. They are increasingly difficult to maintain, update, and modify to ensure compliance with changing business requirements, as well as state and federal laws.

During the COVID-19 pandemic, both Deltawrx LLC and the Department experienced unforeseen setbacks and delays in the development of the technical and business requirements for the replacement systems. To date, completed deliverables include the project control document, the joint application review sessions, and the gap analysis for the CAD. The Department estimates that the draft Statement of Work (SOW) for the CAD is 80% complete and the draft SOW for the records management system is 40% complete. Development of the technical and business requirements for the records management system is pending.

Implementation of Strategic Plan Goals

The consulting services provided under this Contract support the County's Strategic Plan, Goal III.2.3 – Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency, by replacing legacy systems to efficiently and securely utilize the most current technology for public safety services.

FISCAL IMPACT/FINANCING

There are no additional costs associated with the proposed Amendment. Funding for all work and deliverables contemplated in the original contract sum of \$950,000 has been identified. The Department was responsible for ensuring it had adequate funding in its operating budget prior seeking approval of the existing Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 10, 2018, the Board approved the Contract with Deltawrx LLC for a term of two years, with two one-year option periods, to provide CAD and records management system consulting services. The services include gathering technical information, drafting technical documentation, and providing consultative services throughout the solicitation processes for both the CAD and records management systems.

In 2020, the Department executed the first one-year extension option to the Contract.

In 2021, the Department executed the final one-year extension option to the Contract.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

On November 10, 2021, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations for a sole source Amendment to extend the term of the Contract.

Deltawrx LLC has successfully demonstrated the ability to gather relevant information and generate the documentation necessary to produce a competitive solicitation to replace both the CAD and LARCIS systems. Extending the existing Contract is more efficient than soliciting for a replacement consulting agreement, which would likely require as much time as allowing the Contractor to conclude its work at no additional cost to the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will prevent the disruption of progress toward developing the technical and business requirements for a solicitation to replace essential communication and information systems, and will allow the Contractor to provide consulting services for the solicitation process within its current Contract scope.

The Honorable Board of Supervisors
April 19, 2022
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CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
ACTING
CHIEF INFORMATION OFFICER

AV:TKM:JK:jk
(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel, Office of the County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Acting Chief, Technology and Support Division (TSD)
Judy A. Anderson, Acting Commander, TSD
Glen C. Joe, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB)
David E. Culver, Assistant Director, FAB
Angelo Faiella, Manager, Contracts Unit (CU)
Marshall Yelverton, Lieutenant, CFMB
Vanessa C. Chow, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Tony Liu, Senior Contracts Analyst, CU
Joanna Kim, Contracts Analyst, CU
(Contracts – Deltawrx 10-01-21)

**AMENDMENT NUMBER ONE
TO CONTRACT NUMBER 78830
FOR COMPUTER AIDED DISPATCH AND
RECORDS MANAGEMENT SYSTEM
CONSULTING SERVICES**

This Amendment Number One (hereinafter "Amendment") to Contract Number 78830 (hereinafter "Contract") is entered into by and between County of Los Angeles (hereinafter "County") and Deltawrx LLC (hereinafter "Contractor") and effective as of July 10, 2022.

- A. WHEREAS, on July 10, 2018, County and Contractor entered into the Contract to provide Consulting Services (hereinafter "Services") to develop the technical and business requirements for new solutions to replace the existing Computer Aided Dispatch and Records Management System for the Los Angeles County Sheriff's Department (hereinafter "Department"); and
- B. WHEREAS, the Contract had an Initial Term, as defined in the Contract, with two additional one-year options, both automatically exercised by County; and
- C. WHEREAS, the Contract currently expires on July 9, 2022; and
- D. WHEREAS, County desires to extend the Term of the Contract for an additional two-year period from July 10, 2022, through and including July 9, 2024, with two additional one-year options to be exercised at County's discretion; and
- E. WHEREAS, County and Contractor agree to (1) extend the Term of the Contract from July 10, 2022 through and including July 9, 2024, plus two additional one-year options; (2) update the County-mandated provisions regarding Assignment and Delegation, Consideration of Hiring County Employees Targeted for Layoff or On Re-Employment List, County's Quality Assurance Plan, Facsimile Representations, and Workers' Compensation and Employers' Liability; (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, Compliance with the County Policy of Equity, Prohibition from Participation in Future Solicitation(s), and COVID-19 Vaccinations of County Contractor Personnel; and (4) add Exhibit L (COVID-19 Vaccinations of County Contractor Personnel) of the Contract in accordance with the County-mandated provision.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

- 1. Paragraph 4 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the Term of the Contract for two years from July 10, 2022, through and including July 9, 2024, plus two additional one-year options:

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4. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence July 10, 2018, and shall terminate on July 9, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").
 - 4.2 At the end of the Initial Term, County may, at its sole option, extend this Contract for up to two (2) additional one-year terms (hereinafter "Extended Term") one year at a time; provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option(s) shall lapse. County shall be deemed to have exercised its extension options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, the Sheriff or designee notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 4 (Term of Contract).
 - 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).
 - 4.4 County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
2. Paragraph 9 (Assignment and Delegation) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 9.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 9.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior

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written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
3. Paragraph 16 (Consideration of Hiring County Employees Targeted for Layoff or On Re-Employment List) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

4. Paragraph 22 (County's Quality Assurance Plan) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

22. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and

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performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

5. Paragraph 25 (Facsimile Representations) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

25. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Notices and Amendments to this Contract.

6. Paragraph 31.4.3 (Workers' Compensation and Employers' Liability) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

31.4.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing

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scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

7. Paragraph 5.6 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer) is added to the Contract as follows to add the County-mandated provision:

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

- 5.6.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

8. Paragraph 69 (Compliance with Fair Chance Employment Practices) is added to the Contract as follows to add the County-mandated provision:

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69. 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.

9. Paragraph 70 (Compliance with the County Policy of Equity) is added to the Contract as follows to add the County-mandated provision:

70. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that 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 Contractor, its employees or its subcontractors to uphold 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.

10. Paragraph 71 (Prohibition from Participation in Future Solicitation(s)) is added to the Contract as follows to add the County-mandated provision:

71. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in

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the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

11. Paragraph 72 (COVID-19 Vaccinations of County Contractor Personnel) is added to the Contract as follows to add the County-mandated provision:

72. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 72.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 72.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 72.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic

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copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 72.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

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- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

72.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

- 12. Exhibit L (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Contract.
- 13. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Contract shall remain the same and in full force and effect.
- 14. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number One to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES
ALEX VILLANUEVA, SHERIFF

By: _____
TIMOTHY K. MURAKAMI,
UNDERSHERIFF

Date: _____

DELTAWRX LLC

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
CAMMY C. DuPONT
Principal Deputy County Counsel

Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)

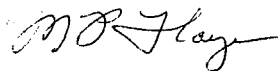
I, Michael P. Thayer, on behalf of DELTAWRX,
(the "Contractor"), certify that on County Contract(s) #78830

☒ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

☐ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are: [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.


Signature

Digitally signed by 79069590-
f136-4640-aaf2-438e39728848
Date: 2021.12.28 14:32:12 -08'00'

12/28/21

Date

Partner

Title

DELTAWRX LLC

Company/Contractor Name

EXHIBIT L – COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

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

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/30/2022	
BOARD MEETING DATE	4/19/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	LA County Library (Library)	
SUBJECT	Approve the exercise of a 5-year option to extend the lease for the use of an existing 12,000 square foot library facility at 25950 The Old Road, Stevenson Ranch, CA 91381	
PROGRAM	Stevenson Ranch Library	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	The lease will expire on April 30, 2022.	
COST & FUNDING	Total cost: \$1,646,000	Funding source: The rental costs will be funded 100 percent primarily from property taxes as well as special taxes and Measure U funding.
	TERMS (if applicable): The proposed lease amendment is subject to annual base rent fixed adjustments at 2% through the 5-year option term	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to the Library. The Library has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent, utilities, and operating expenses for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed lease will be part of the budget for the Library.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and adequately provide the necessary library space for the Library.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the current location since May 2014. The current lease will expire on April 30, 2022. The lease option will commence on May 1, 2022. The facility adequately meets the space needs of the Library.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Michael Navarro CEO- Real Estate Division 213-974-4364 mnavarro@ceo.lacounty.gov	



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

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

FESIA A. DAVENPORT
Chief Executive Officer

April 19, 2022

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:

**EXERCISE OF FIVE-YEAR LEASE OPTION
LA COUNTY LIBRARY
25950 THE OLD ROAD, STEVENSON RANCH
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approval to exercise an option to extend and authority to amend the expiration date of the existing lease for a five-year term to provide the LA County Library (Library) continued use of 12,000 square feet for the Stevenson Ranch Library and non-exclusive parking use.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed exercise of the option and lease amendment to extend the expiration date are exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to exercise the first option to extend the existing lease for an additional five years and execute the proposed lease amendment documenting the extension with Valencia Marketplace II, a California limited liability company (Landlord), for approximately 12,000 square feet of library space and the non-exclusive use of parking located at 25950 The Old Road, Stevenson Ranch, CA 91381, to be occupied by Library. The estimated maximum first year rental cost is \$305,624, which includes base rent of \$210,899 and utilities of \$52,439, plus operating expenses of \$42,286. The estimated total lease cost is \$1,646,000 over the five-year term. The rental and related costs will be funded 100 percent primarily from property taxes as well as special taxes and Measure U funding.

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment, and to take actions necessary and appropriate to implement the proposed lease amendment, including, without limitation, exercising early termination rights and the two remaining five-year options to extend. If Option 2 is exercised, the estimated maximum first year rental cost is \$367,501, which includes base rent of \$232,849 and utilities of \$80,684, plus operating expenses of \$53,968. If Option 3 is exercised, the estimated maximum first year rental cost is \$450,106, which includes base rent of \$257,085 and utilities of \$124,142, plus operating expenses of \$68,879. If both Option 2 and Option 3 are exercised, the total added term to the lease will be another 10 years. The estimated total lease cost is \$4,456,000 over the ten-year term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Library has occupied the subject facility since 2014. The Stevenson Ranch Library provides the unincorporated area of Stevenson Ranch and surrounding communities with library services, otherwise not provided in this area. This is a direct service program which serves an estimated 17,557 residents of the Stevenson Ranch Library service area. The library facility is in a retail shopping center and is readily accessible to the public.

There are a total of 16 staff housed at this Library location. Since this is a direct service program open to the public, teleworking was not considered.

The existing lease expires on April 30, 2022, and upon approval of this option term, the extended term will commence on May 1, 2022. Library has requested that the lease option be exercised so that it may continue to provide public library services at this location serving the residents of Stevenson Ranch and the surrounding area.

The existing facility is near public transportation including Santa Clarita Transit bus lines.

Approval of the recommended actions will find that the proposed extension of the lease and lease amendment are exempt from CEQA and will allow Library to continue to operate at this location.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 2 - *"Foster Vibrant and Resilient Communities"* - provides that our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering agencies supporting vibrant communities.

The proposed extension of the lease is also consistent with the Strategic Asset Management Plan Goal 2 – Strengthen Connection between Service Priorities and Asset Decisions; and Key Objective 4 – Guide Strategic Decision-Making.

The proposed extension of the lease supports the above goals and objective by continuing to provide a full-service library facility for constituents in the Stevenson Ranch community and surrounding vicinities on a long-term basis.

The proposed extension of the lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

Sufficient funding to cover the proposed rent for the first year of the proposed extended lease term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to Library. Library has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent, utilities, and operating expenses for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed amendment will be part of the budget for Library. The rental costs will be funded 100 percent from primarily property taxes as well as special taxes and Measure U funding.

Staff currently recommends exercising the first option to extend the existing lease for an additional 5 years. The estimated total lease cost is \$1,646,000 over the five-year term. In addition, staff seeks authority to exercise the remaining two options which will only be exercised if the department desires to remain in this space at the end of the five-year term, the department completes the space request evaluation process and is approved by CEO real estate and budget, and an analysis has been performed to confirm the option rent is below or within market. If both Option 2 and Option 3 are exercised, the total added term to the lease will be another 10 years. The estimated total lease cost is \$4,456,000 over the ten-year term. Should the County exercise all three options, the estimated total lease cost is \$6,102,000 over the 15-year term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, by exercising the proposed option to extend the lease, the County will be subject to the following provisions applicable to the option term:

- Upon commencement of the proposed option to extend the lease, the annual rental rate will increase from \$17.23 per square foot, per year to \$17.58 per square foot, per year, including parking. Base rent is subject to fixed annual increases at 2 percent per annum.
- Along with base rent, the County is responsible for the operating and maintenance costs of the building which are billed monthly in the amount of \$3,524 or \$42,286 per year. Operating expenses are subject to annual adjustments with a cap of 5 percent.

- The non-exclusive use of on-site parking spaces is included at no additional cost.
- The estimated aggregate cost associated with the proposed lease amendment over the entire term is \$1,646,000 as shown on Enclosure B-2.
- The County is exercising the first option out of a total of three options. Two five-year option terms are remaining to extend the lease upon the same terms and conditions.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions, except the monthly base rent during the holdover period will increase by 25 percent of the base rent at the time of Lease expiration. The holdover tenancy is terminable upon 30 days prior written notice by either party.
- The proposed option to extend will be effective May 1, 2022 following approval by the Board.

The Chief Executive Office (CEO) conducted a market search of available commercial space for lease to confirm the option rent set forth in the existing lease is within market range and to confirm there are no other sites that could accommodate this use requirement more economically. Based upon a review of available industry data, it has been established that the annual base rental range for a comparable lease in the area is between \$18.00 and \$20.40 per square foot, per year. The proposed base annual rental rate of \$17.58 per square foot, per year, for the extension term represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements. We recommend the proposed facility as the most suitable to meet the County's space requirements.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

Co-working office space is not a viable option for this library use.

County Counsel has reviewed the proposed lease amendment and approved it as to form. The proposed option to extend is authorized by Government Code section 25351, which allows the County to enter into leases and agreements for the leasing of buildings as are necessary to carry out the work of the county government. A seismic report is not required as this building was built in 2003 and meets current standards for the County's occupancy. The required notification letter to the City of Santa Clarita has been sent in accordance with Government Code section 25351.

The proposed exercise of the option and lease amendment will allow Library to continue to provide an appropriate location for the program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed option to extend and lease amendment, which involves the leasing of existing space within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed exercise of the option and lease amendment will adequately provide the necessary library space and parking for this County requirement. Library concurs with the exercise of the option, the proposed lease amendment, and recommendations.

The Honorable Board of Supervisors
April 19, 2022
Page 6

CONCLUSION

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:MN:CB:EG:gw

Enclosures

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

**LA COUNTY LIBRARY
25959 THE OLD ROAD, STEVENSON RANCH**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions?			X
	B	Does lease co-locate with other functions to better serve clients?			X
	C	Does this lease centralize business support functions?			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? There are 18 staff being housed at this facility with library space for the public. 12,000 SF / 18 = ~666 SF per person		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? Located in a shopping center which provides the non-exclusive use of the parking. Building parking ratio is 6.18/1000		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? The lease location is within a commercial shopping center which provides appropriate access.	X		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program? The rental and related costs will be funded 100 percent from primarily property taxes as well as special taxes and Measure U funding.		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? The County already occupies the facility and a capital project was not considered.		X	
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located with other County departments?			X
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.	X		
		3. ____ No County-owned facilities available for the project.	X		
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease? This is a NNN lease whereby the County is responsible for operating and maintenance cost including utilities.		X	
	F	Has growth projection been considered in space request?			X
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					

**COMPARISON OF THE PROPOSED LEASE TO EXISTING OCCUPANCY
LA COUNTY LIBRARY**

	Existing Lease 25950 The Old Road, Stevenson Ranch	Proposed Lease Amendment 25950 The Old Road, Stevenson Ranch	Change
Area (Square Feet)	12,000 SF	12,000 SF	None
Term (years)	8 years	5 years	-Three (3) years
Annual Base Rent	\$206,764 \$17.23 RSF annually	\$210,899 \$17.58 RSF annually	+\$4,135
Annual Operating Costs	\$40,272	\$42,286	+\$2,014
Utilities Paid Through ISD	\$37,926 (FY 2020-21)	\$52,439	+\$14,513
Rental rate annual adjustment	Annual fixed adjustments at 2 percent.	Annual fixed adjustments at 2 percent.	None

⁽¹⁾ The proposed lease is a NNN lease whereby the County is paying operating and maintenance costs related to the property including utilities.

OVERVIEW OF THE PROPOSED BUDGETED LEASE AMENDMENT AND RELATED COSTS

LA County Library
25950 The Old Road, Stevenson Ranch

Option 1 Basic Lease Assumptions (currently being proposed to be exercised)

Leased Area (sq.ft.)	12,000	
Term (months)	60	
Annual Rent Adjustment	2.00%	
Base Rent	Cost Per RSF Per Month	Cost Per RSF Per Year
	\$1.47	\$17.58

Option 2 Basic Lease Assumptions

Leased Area (sq.ft.)	12,000	
Term (months)	60	
Annual Rent Adjustment	2.00%	
Base Rent	Cost Per RSF Per Month	Cost Per RSF Per Year
	\$1.62	\$19.40

Option 3 Basic Lease Assumptions

Leased Area (sq.ft.)	12,000	
Term (months)	60	
Annual Rent Adjustment	2.00%	
Base Rent	Cost Per RSF Per Month	Cost Per RSF Per Year
	\$1.79	\$21.42

Option 1 (currently recommended to be exercised)	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total 5 Year Rental Costs
Annual Base Rent Costs ¹	210,899	215,117	219,419	223,807	228,284	1,098,000
Operating Expenses ²	42,286	44,400	46,620	48,951	51,398	234,000
Utility Costs paid through ISD ³	52,439	57,159	62,303	67,910	74,022	314,000
Total Annual Lease Costs	305,624	316,676	328,342	340,668	353,704	1,646,000

Option 2	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total 5 Year Rental Costs
Annual Base Rent Costs ¹	232,849	237,506	242,256	247,102	252,044	1,212,000
Operating Expenses ⁴	53,968	56,667	59,500	62,475	65,599	299,000
Utility Costs paid through ISD ³	80,684	87,945	95,861	104,488	113,892	483,000
Total Annual Lease Costs	367,501	382,118	397,617	414,065	431,535	1,994,000

Option 3	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total 5 Year Rental Costs
Annual Base Rent Costs ¹	257,085	262,226	267,471	272,820	278,277	1,338,000
Operating Expenses ⁵	68,879	72,323	75,939	79,736	83,723	381,000
Utility Costs paid through ISD ³	124,142	135,315	147,493	160,768	175,237	743,000
Total Annual Lease Costs	450,106	469,864	490,903	513,324	537,237	2,462,000

Footnotes

¹ Base rent includes CPI increases capped at 2% per annum.

² This lease includes operating expenses of approximately \$3,524 per month. This is an estimate and subject to increase with a cap of 5%.

³ Utility costs are projected estimates of partial actuals and are subject to change based on actual consumption and utility rates at the time. Utility costs are based on a 9% annual adjustment per discussions with ISD.

⁴ The lease includes operating expenses of approximately \$4,497 per month. This is an estimate and subject to increase with a cap of 5%.

⁵ The lease includes operating expenses of approximately \$5,740 per month. This is an estimate and subject to increase with a cap of 5%.

*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.

Option 1	Option 2	Option 3	Total Costs
1,646,000	1,994,000	2,462,000	6,102,000

LA COUNTY LIBRARY**SPACE SEARCH – 5 MILE RADIUS FROM 25950 THE OLD ROAD,
STEVENSON RANCH**

Property ID	Name	Address	Ownership Type	Property Use	Gross SqFt	Vacant
30743	Santa Clarita Government Center - Canopy	23743 W Valencia Blvd Santa Clarita 91355	Owned	Access Walkway/Stairway	11,960	None
A682	Mental Health – Santa Clarita Valley Center	23501 Cinema Dr Valencia 91355	Leased	Healthcare Facility Outpatient	11,474	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Exercise of five-year lease option and corresponding lease amendment for Library – 25950 The Old Road, Stevenson Ranch – Fifth District.

A. Establish Service Function Category – Stevenson Ranch Library

B. Determination of the Service Area – The existing Library space has been occupied since 2014. The proposed option term will provide Library with another five years of continued use of 12,000 square feet of library space, and non-exclusive use of on-site parking spaces with dedicated parking in the rear of the building for staff.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the needs of Library and remains in an appropriate area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., by various public transportation routes, including Santa Clarita Transit.
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative buildings available to meet the department's needs. Library has been at this location since 2014.
- Compatibility with local land use plans: The City of Santa Clarita has been notified of the proposed County use which is consistent with its use and zoning for space at this location.
- Estimated acquisition/construction and ongoing operational costs: The estimated aggregate cost associated with the proposed lease over the entire term is approximately \$1,646,000.

D. Analyze results and identify location alternatives

The CEO conducted a market search of available space for lease to confirm the option rent was within market and to confirm there are no other sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual base rental range for a comparable lease in the area is between \$18.00 and \$20.40 per square foot, per year. The base annual rental rate of \$17.58 per square foot, per year, for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements. We recommend the proposed facility as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient Library space for Library consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet the department requirements.

AMENDMENT NO. 1
TO LEASE FOR
25950 THE OLD ROAD, STEVENSON RANCH, CALIFORNIA

THIS AMENDMENT NO. 1 TO LEASE ("Amendment No. 1") is hereby made and entered into this ____ day of April, 2022 ("Amendment Effective Date"), by and between VALENCIA MARKETPLACE II, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant").

RECITALS

- A. WHEREAS, the parties entered into that certain lease, executed on September 10, 2013 (the "Lease"), for approximately 12,000 square feet of library space located at 25950 The Old Road, Stevenson Ranch, California. A copy of Lease is attached hereto and incorporated herein by this reference as Exhibit 1.
- B. WHEREAS, the Lease had an initial term of eight (8) years. The initial term is set to expire on April 30, 2022.
- C. WHEREAS, Section 4(b) of the Lease granted Tenant three (3) five-year term extension options, which option could be exercised by Tenant, at its sole and absolute discretion, by providing Landlord at least six months' prior written notice, which was provided to Landlord.
- D. WHEREAS, Tenant hereby exercises its first extension option, which will extend the term of the Lease through April 30, 2027.
- E. WHEREAS, Landlord and Tenant desire to amend the Lease on all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENTS

1. Definitions. Unless otherwise defined in this Amendment No. 1, each capitalized term used in this Amendment No. 1 has the meaning assigned to such term in the Lease. Unless otherwise indicated, all paragraph references in this Amendment No. 1 refer to paragraphs of the Lease.
2. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
3. Lease Term. The initial term of the lease expires on April 30, 2022. Tenant elects to exercise its first extension option "First Extension Term", therefore extending the term of the Lease for five (5) additional years on all the same terms and conditions. The First Extension Term shall expire on April 30, 2027 that will now be the new Lease 'Termination Date' under the Lease.
4. Estoppel. Landlord hereby represents and warrants that no event of default by Tenant under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute an event of default by Tenant.
5. Binding Agreement. This Amendment No. 1 constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such Amendment No. 1. Each

signatory of this Amendment No. 1 represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

6. Modifications. This Amendment No. 1 cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.

7. Applicable Law. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of California.

8. Execution and Counterparts. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one Amendment No. 1, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. Tenant and Landlord (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

9. Severability. Wherever possible, each provision of this Amendment No. 1 shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment No. 1 shall be prohibited by or invalid under applicable laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment No. 1.

10. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the Amendment No. 1 Effective Date, as may be reasonably requested by the other party to consummate the transaction contemplated by this Amendment No. 1.

11. Full Force and Effect. Except as modified by this Amendment No. 1, all of the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Lease remain in full force and effect. In the event of any conflict between the terms and conditions

of this Amendment No. 1 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 1 shall prevail.

[Signature Page(s) Immediately Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date and year first written above.

LANDLORD:

VALENCIA MARKETPLACE II, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer
Asset Management Branch

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

EXHIBIT 1

LEASE