



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: January 24, 2024
TIME: 2:00 p.m. – 4:00 p.m.

THIS MEETING WILL BE HELD IN A HYBRID FORMAT WHICH ALLOWS THE PUBLIC TO PARTICIPATE VIRTUALLY, OR IN-PERSON, AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023 ORDER, WHICH SUSPENDED THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

To participate in the meeting in-person, the meeting location is:
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012
ROOM 374-A

To participate in the meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 439827168# or
[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Operations Cluster on
any agenda item during General Public Comment.
Two (2) minutes are allowed for each item.

1. **Call To Order – John Leonard/Thomas Luscombe**
2. **General Public Comment**
(2 Minutes Each Speaker)
3. **DISCUSSION ITEM(S):**
 - A) Board Letter:
SEVEN-YEAR LEASE AMENDMENT
FIRE DEPARTMENT
5200 IRWINDALE AVENUE, SUITES 205 & 210, IRWINDALE
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
 - B) Board Letter:
ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF
TRAFFIC SAFETY FOR THE FISCAL YEAR 2023-2024 TRAFFIC RECORDS
IMPROVEMENT PROJECT PROGRAM
CEO/RE - Michael Politano, Lieutenant

C) Board Letter:
REGISTRAR RECORDER/COUNTY CLERK
VAN NUYS DISTRICT OFFICE DRAINAGE ENHANCEMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87893
APPROVE PROJECT BUDGET AND AUTHORIZE USE OF
JOB ORDER CONTRACT
ISD-CEO/CP - Thomas DeSantis, P&PM Division Manager

D) Board Letter:
REQUEST FOR APPROVAL TO AMEND AS-NEEDED STRATEGIC
PLANNING AND RELATED CONSULTING SERVICES MASTER
AGREEMENTS
CEO/ADMIN - James Hazlett, Principal Analyst

4. **PRESENTATION ITEM(S):**

None available.

5. **NOTICE OF CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Paragraph (2) of subdivision (d) of Government Code Section 54956.9)
Significant exposure to litigation (one case)

6. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024							
BOARD MEETING DATE	2/6/2024							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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)	Fire Department							
SUBJECT	7-year lease amendment for renewal of 7,422 square feet of office space and 30 on-site parking spaces at 5200 Irwindale Avenue Suites 205 & 210, Irwindale, CA 91706							
PROGRAM	Fire Prevention Bureau's Health Hazardous Materials Division, Plan Check Unit, and Petro Chemical Unit							
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 current lease is set to expire March 31, 2024, and Landlord is requesting that a new amendment be executed prior to lease expiration.							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$1,297,000</td><td>Funding source: Fire Department Budget</td></tr> <tr> <td colspan="2">TERMS (if applicable): The proposed lease amendment will have an annual cost of \$170,000 for the first year, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.</td></tr> <tr> <td colspan="2">Explanation: The Fire Department, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. The Fire Department has sufficient funding in its 2023-2024 operating budget to cover the proposed rent for this lease. As such, this action has no impact to net County cost.</td></tr> </table>		Total cost: \$1,297,000	Funding source: Fire Department Budget	TERMS (if applicable): The proposed lease amendment will have an annual cost of \$170,000 for the first year, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.		Explanation: The Fire Department, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. The Fire Department has sufficient funding in its 2023-2024 operating budget to cover the proposed rent for this lease. As such, this action has no impact to net County cost.	
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PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for the Fire Department.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since April 2016. The facility adequately meets the office space needs of the Fire Department.							
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	Alexandra Nguyen-Rivera, Section Chief, Leasing CEO- Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov							



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

February 6, 2024

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:

**SEVEN-YEAR LEASE AMENDMENT
FIRE DEPARTMENT
5200 IRWINDALE AVENUE, SUITES 205 & 210, IRWINDALE
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed seven-year lease amendment to renew an existing lease to provide the Fire Department (Fire) continued use of 7,422 square feet of office space and 30 on-site parking spaces for the Fire Prevention Bureau's Health Hazardous Materials, Plan Check Unit, and Petro Chemical Unit.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize and direct the Chief Executive Officer, or her designee, to execute the proposed lease amendment with Thrifty Oil Co., a California corporation (Landlord), for approximately 7,422 square feet of office space and 30 on-site parking spaces located at 5200 Irwindale Avenue, Suites 205 & 210, Irwindale, California (Premises) to be occupied by Fire. The estimated maximum first year base rental cost is \$170,000. The estimated total proposed lease amendment cost is \$1,297,000 over the seven-year term. The rental costs will be 100 percent funded by Fire, a special district that is funded independently from the County's General Fund. Fire relies primarily on property tax revenue to provide essential

fire protection and emergency medical services, and the proposed rental costs have been accounted for in the existing budget. Fire will not be requesting additional net County cost for this action.

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 any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Fire has occupied the space since April 2016. The Premises serves as both an administrative function and direct service for the Fire Prevention Bureau's Health Hazardous Materials Division, Plan Check Unit, and Petro Chemical Unit. All three units provide direct service to the communities by conducting field inspections, and plan check review and approvals needed for county required permits.

The Premises houses a total of 25 employees with one projected growth position for a total of 26 employees. Employees serve approximately 15 clients a day. Employees are unable to telework due to the direct interaction with clients who come into the location. Co-working space is not a suitable option for this requirement.

The current lease expires March 31, 2024. The proposed lease amendment will enable Fire to remain and serve Los Angeles County, avoid relocation costs, interruption of services, and higher rental rates. The location is centrally located and is near public transportation routes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 – *"Make Investments That Transform Lives"* – provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease amendment is also consistent with Strategic Asset Management Goal of Strengthen connection between service priorities and asset decisions and Key Objective No.1 – Maintain Asset Inventory.

The proposed lease amendment supports the above goals and objective by continuing the use of an existing facility that includes proper accommodations for office and ancillary space in a centrally located facility that is accessible for employees and clients.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$170,000 which includes parking at no additional cost. The aggregate costs associated with the proposed lease amendment over the entire seven-year term, including utilities, janitorial, parking and taxes, is \$1,297,000 as shown on Enclosure B-1. Fire, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. As such, this action has no impact to net County cost.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2023-24 Rent Expense Budget and will be billed back to Fire. Fire has sufficient funding in its Fiscal Year 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for Fire.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease amendment also contains the following provisions:

- Upon April 1, 2024, the commencement date of the proposed lease amendment, the annual rental rate will decrease from \$24.50 per square foot, per year to \$22.80 per square foot, per year. Base rent is subject to fixed annual increases of 3 percent.
- The Landlord will paint the Premises, where needed, at the Landlord's sole cost and expense with a cap of \$7,422. Additionally, the Landlord will provide a refurbishment allowance of \$11.40 per square foot, or \$84,610, to refresh and update the Premises to be utilized during the first 36 months of the proposed term.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- Thirty on-site parking spaces are included in the base rent at no additional cost.

- The County has the right to terminate the proposed amended lease term any time after 60 months, with nine months' prior written notice subject to a termination fee not to exceed \$26,300.
- The County will have the Right of First Offer to lease any available contiguous space.
- Holdover at the proposed lease amendment's expiration is permitted on the same lease terms and conditions except the monthly rent during the holdover period will be at the base rent at the time of the proposed amended lease expiration.
- A seven-year initial term with an option to extend the amended lease term for an additional two years with nine months' written notice, at fair market rent. If all options are exercised, the total term of the proposed lease amendment would be nine years.
- A comparison of the existing lease and the proposed lease amendment terms is shown in Enclosure B-2.
- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment by both parties. The proposed lease amendment terms will commence no earlier than April 1, 2024.

The Chief Executive Office conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30 and \$32.40 per square foot, per year. The base annual rental rate of \$22.80 per square foot, per year for the proposed lease amendment represents a rate that is below the market range for the area and is less than the current rental rate being paid by the County. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-tenancy office space was not considered as an alternative because Fire works with and stores confidential documents, conducts investigations, and meets with constituents on a daily basis.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available that satisfy the space requirements.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Irwindale has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease amendment and approved it as to form. The proposed lease amendment is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary to carry out the work of the county government.

The proposed lease amendment will continue to provide a suitable location for Fire's 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 lease amendment, which involves the leasing of existing office space with minor tenant improvements 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 lease amendment will adequately provide the necessary office space and parking for this County requirement. Fire concurs with the proposed lease amendment and recommendations.

The Honorable Board of Supervisors
February 6, 2024
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Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:ANR:OM:gb

Enclosures

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

**FIRE DEPARTMENT
5200 IRWINDALE AVENUE SUITES 205 & 210, IRWINDALE**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A	
	A	Does lease consolidate administrative functions? ²			X	
	B	Does lease co-locate with other functions to better serve clients? ²	X			
	C	Does this lease centralize business support functions? ²			X	
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² 285 sq. ft. of space per person based on 26 employees. This space includes a waiting area, public counter, conference room, supply room, and kitchen.		X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²	X			
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X			
2.	<u>Capital</u>					
	A.	Is it a substantial net County cost (NCC) program?		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? ²			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?				
		1. ____ The program clientele requires a "stand alone" facility.				
		2. <u>X</u> No suitable County occupied properties in project area.				
		3. <u>X</u> No County-owned facilities available for the project.				
		4. ____ Could not get City clearance or approval.				
		5. ____ The Program is being co-located.				
	E	Is lease a full-service lease? ²	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						
² If not, why not?						

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS								
500 Irwindale Avenue, Irwindale, CA								
Fire Department								
Basic Lease Assumptions								
Leased Area (sq.ft.)	7,422							
	Monthly	Annual						
Rent (per sq. ft.) ⁽¹⁾	\$1.90	\$22.80						
Rent Amount (\$)	\$14,101.80							
Term (Month/Years)	84 months							
Annual Rent Adjustment	3%							
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	Total 7 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$169,222	\$174,298	\$179,527	\$184,913	\$190,460	\$196,174	\$202,059	\$1,297,000
Total Annual Lease Costs	\$169,222	\$174,298	\$179,527	\$184,913	\$190,460	\$196,174	\$202,059	\$1,297,000
Footnotes								
⁽¹⁾ The Base Rent is subject to fixed increases of 3%.								
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.								

COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE

	Existing Lease: 5200 Irwindale Ave.	Proposed Lease Amendment: 5200 Irwindale Ave.	Change
Area (Square Feet)	7,422 sq.ft.	7,422 sq.ft.	None
Term (years)	8 years	7 years	-1 year
Annual Base Rent (Base rent includes <u>30</u> parking spaces)	\$182,000	\$170,000	-\$12,000 annually
Rental rate adjustment	Annual CPI adjustments capped at 3 percent with no minimum.	Fixed annual increases of 3 percent.	Fixed annual increases of 3 percent.

FIRE DEPARTMENT**SPACE SEARCH – 3 MILE RADIUS FROM 5200 IRWINDALE AVE, IRWINDALE**

LACO	Name	Address	Ownership	Proprietor	GrossSQFT	SQ FT Available
10202	Fire Prevention Unit (Irwindale)	5200 Irwindale Ave Suite 210 Irwindale 91706	Leased	Fire Department	7422	None
A645	Mental Health - Adult Systems of Care	2620 S California Ave Monrovia 91016	Leased	Mental Health	4500	None
0081	PW Road - Maint District 1 Office	14747 E Ramona Blvd Baldwin Park 91706	Owned	Public Works	5400	None
4177	PH - East Area Environmental Health Programs	1435 West Covina Pkwy West Covina 91790	Owned	Public Health	8500	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease renewal for Fire at 5200 Irwindale Ave. Suites 205 & 210, Irwindale – 1st District.

A. Establish Service Function Category – Fire Prevention Bureau's Health Hazardous Materials Division, Plan Check Unit, and Petro Chemical Unit

B. Determination of the Service Area – The existing office space has been occupied since April 2016. The proposed lease amendment will provide Fire with continued use of 7,422 square feet of office space and 30 on-site parking spaces.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the needs of Fire 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., rail station and bus transportation.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of Fire's needs.
- Compatibility with local land use plans: The City of Irwindale has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease amendment over the entire term is \$1,297,000.

D. Analyze results and identify location alternatives.

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30 and \$32.40 per square foot, per year. The base annual rental rate of \$22.80 per square foot, per year for the proposed lease amendment represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises 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 amendment will provide adequate and efficient office space for 26 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

AMENDMENT No. 3 TO LEASE No 78459

**COUNTY OF LOS ANGELES FIRE DEPARTMENT'S
FIRE PREVENTION UNIT
5200 IRWINDALE AVENUE, SUITES 205 & 210 IRWINDALE**

This Amendment No. 3 to Lease No. 78459 ("Amendment No. 3") is made and entered into this _____ day of _____, 2023 by and between THRIFTY OIL CO., a California corporation, hereinafter referred to as "Landlord" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "Tenant" or "County".

RECITALS

WHEREAS, Lease No. 78459 dated December 15, 2015 (the "Original Lease") by and between Landlord and Tenant, whereby Tenant leased from Landlord approximately 5,409 rentable square feet of space at 5200 Irwindale Avenue, Suite 210, Irwindale, California (the "Original Premises"). The Commencement Date for Tenant's rental of the Original Premises described therein occurred on April 1, 2016;

WHEREAS, Landlord and Tenant modified the Original Lease via Amendment No.1 dated November 15, 2016, whereby additional space commonly referred to as Suite 205 in the Building and containing approximately 2,013 rentable square feet (the "Additional Premises") was added to the Original Premises, and thereby increased the Original Premises from approximately 5,409 rentable square feet to approximately 7,422 rentable square feet and increased the number of parking spaces from twenty-two (22) to (30) parking spaces for Tenant's use. The Original Premises and Additional Premises are collectively, the "Premises".

WHEREAS, the Original Lease was further amended by Amendment No. 2 dated February 2, 2019 (collectively, the Original Lease, Amendment No.1, and Amendment No.2 are the "Existing Lease"). Tenant currently occupies the Premises and desires to renew the Existing Lease and modify some of its terms.

NOW, THEREFORE, inconsideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants, and agreements herein contained and intended to be legally bound hereby, Landlord and Tenant hereby covenant and agree to amend the Lease as follows:

1. The following sub-sections of Section 1.1, **BASIC LEASE INFORMATION** of the Original Lease are hereby amended as follows:

1.1 (e) Term: Seven (7) years, commencing on the first (1st) day of the month that follows thirty (30) days after approval of the Board of Supervisors as well as upon full execution of Amendment No. 3 (such commencement date being the "Renewal Commencement Date"). The estimated Renewal Commencement Date is April 1, 2024, but in no event shall the Renewal Commencement Date be earlier than April 1, 2024 and terminating at midnight on the day before the 7th anniversary of the Renewal Commencement Date (the "Renewal Termination Date"). The period from the Renewal Commencement Date through the Renewal Termination Date being the "Initial Renewal Term."

1.1(i) **Basic Rent:** \$14,101.80 per month (which is based upon a rental rate of \$1.90 per rentable square foot of the Premises (adjustable only as provided in Sections 2(b) of the Original Lease with respect to a re-measurement and Section 5 of the Original Lease with respect to the three percent (3%) annual increases) or \$169,221.60 per year (which is based upon a rental rate of \$22.80 per rentable square foot of the Premises).

1.1(j) **Early Termination Notice:** During the Initial Renewal Term only, Tenant may provide such notice after the sixtieth (60th) month following the Renewal Commencement Date.

2. Section 4 **COMMENCEMENT AND EXPIRATION DATES**, subsection (d) "**Early Termination**" of the Original Lease is hereby deleted in its entirety and replaced with the following:

"During the Initial Renewal Term only, Tenant will have the right to terminate the Lease for any reason after the sixtieth (60th) month following the Renewal Commencement Date by giving Landlord not less than nine (9) months prior written notice executed by the Chief Executive Officer of Tenant and paying to the Landlord a termination fee, as shown in Exhibit "A". The Termination Fee shall be payable by Tenant to Landlord thirty (30) days following Landlord's receipt of Tenant's notice to terminate. Tenant shall not have the right to terminate the Lease (i) during the option term, or (ii) if Tenant is in default on any terms of the Lease at the time of Landlord's receipt of Tenant's termination notice."

3. Section 5 **RENT** of the Original Lease is hereby amended by adding the following paragraph after the last sentence found in Section 5:

"The Base Rent shall be on a full-service gross basis pursuant to the Existing Lease."

4. Section 10 **REPAIRS AND MAINTENANCE** subsection (b) of the Original Lease is amended by adding the following paragraph after the last sentence found in Section 10(b):

"Landlord shall make the following repairs to the Premises: a) repair and rebalance HVAC throughout the Premises (excluding any supplemental HVAC units servicing the Premises) so that it provides a comfortable working environment for County employees; b) ensure all thermostats are working correctly; c) repair the entry door to Premises to ensure it closes correctly; d) clean the carpeting annually, using best cleaning methodology; and e) replace damaged ceiling tiles in the hallway and break room."

5. Section 23, **TENANT IMPROVEMENTS** of the Original Lease, is hereby deleted in its entirety and replaced with the following:

Tenant Improvement Allowance. Landlord shall perform the following improvements to the Premises within one hundred twenty (120) days following the Renewal Commencement Date: touch up paint where necessary throughout the Premises (the "Landlord's Work").

The cost for Landlord's Work shall not exceed \$1.00 per rentable square foot of the Premises (or \$7,422.00) and be known as the "Base Tenant Improvement Allowance". If the Landlord's Work actually performed is less than the Base Tenant Improvement Allowance, there shall be no monetary adjustment between Landlord

and Tenant and no offset against rent or other sums owed by Tenant to Landlord under the Lease; it being understood that the entire cost savings from the Base Tenant Improvement Allowance shall be retained by Landlord and relinquished by Tenant.

Tenant shall receive an amount equal to \$11.40 per rentable square foot of the Premises (or \$84,610.00) (the "Refurbishment Allowance") for use by Tenant to perform refurbishments to the Premises, which shall be determined by the Tenant at Tenant's sole discretion. The Refurbishment Allowance shall only be utilized during the first thirty-six (36) months of the Initial Renewal Term."

6. Section 33, **OPTIONS TO EXTEND** subsection (a) "**Terms of Option**" of the Original Lease is hereby deleted in its entirety and replaced with the following:

"The Tenant shall have only one (1) option period of two (2) years (the "Option Term"). Except as expressly modified herein, the terms and conditions of the Option Term shall be pursuant to the Existing Lease."

7. A new Section 34 shall be added to the Original Lease as follows:

"34. Right of First Offer. Subject to any rights of existing tenants at the Building as of the Renewal Commencement Date, during the Initial Renewal Term and any extended terms thereafter of the Existing Lease, Landlord shall grant to Tenant an on going right of first offer ("Right of First Offer") with respect to any immediately adjacent space to the Premises in the Building (the "First Offer Space(s)"). The Base Rent for the First Offer Space(s) shall be the fair market rental rate for the First for the First Offer Space(s) at the time of Landlord's issuance of the First Offer Notice equal to the face or stated rent, but in no event less than the current per rentable square foot Base Rent being paid for the original Premises by Tenant, including all escalations and concessions, at which tenants are leasing comparable office space in size, locations, for similar lease periods, and quality with similar improvements that are non-subleased, non-equity and on a non-renewal basis, in similar office buildings within a five (5) mile radius of the Building."

8. Ratiofication. Except as amended by the provisions of this Amendment No. 3, the terms and provisions of the Existing Lease remain in full force and effect. County and Landlord ratify and affirm the Existing Lease as amended by this Amendment No. 3.

9. Choice of Law. The terms and provisions of this Amendment No. 3 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of laws provisions.

10. Entire Agreement and Modification. The Existing Lease as modified by this Amendment No. 3 constitutes the final, complete and exclusive statement of the terms of the agreement of County and Landlord, and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of County and Landlord. This Amendment No. 3 shall be deemed to be incorporated into the Existing Lease and made a part thereof. All references to the Existing Lease in any other document shall be deemed to refer to the Existing Lease as modified by this Amendment No. 3. Except as modified by this Amendment No. 3, all of the terms and conditions of the Existing Lease shall remain

in full force and effect. In the event that the terms of this Amendment No. 3 conflict with the terms of the Existing Lease and its schedules, the terms of this Amendment No. 3 shall control. Neither County nor Landlord has been induced to enter in to this Amendment No. 3 by, nor is County or Landlord relying upon, any representation or warranty other than those set forth in this Amendment No. 3. Any agreement made after the date of this Amendment No. 3 shall be ineffective to amend this Amendment No. 3, in whole or in part, unless such agreement is in writing, is signed by County and Landlord, and specifically states that the agreement amends or modifies this Amendment No. 3 (or the Existing Lease, as amended by this Amendment No. 3).

11. No Drafting Presumption. The doctrine or rule of construction that ambiguities in a written instrument or agreement shall be construed against the party drafting the same shall not be employed in connection with this Amendment No. 3.

12. Partial Invalidity. If any term, covenant or provision of this Amendment No. 3 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 3, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 3 will be valid and enforceable to the fullest extent permitted by law.

13. Construction. Unless the context clearly requires otherwise, in this Amendment No. 3 (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting. Each covenant, agreement, obligation or other provision of this Amendment No. 3 shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amendment No. 3, unless otherwise expressly provided in this Amendment No. 3.

14. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Existing Lease, unless otherwise defined in this Amendment No. 3. Unless otherwise noted, section references in this Amendment No. 3 refer to sections in Existing Lease, as amended by this Amendment No. 3.

15. Captions. The captions to the sections in this Amendment No. 3 are included for convenience of reference only and do not modify or define any of the provisions of this Amendment No. 3.

16. Counterparts. This Amendment No. 3 may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document. The parties contemplate that they may be executing counterparts of this Amendment No. 3 transmitted by facsimile or email in PDF format and agree and intend that a signature by either facsimile machine or email in PDF format shall bind the party so signing with the same effect as though the signature were an original signature.

17. Brokers. Each party to this Amendment No. 3 represents and warrants to the other that it has not dealt with any broker in connection with the negotiation and

consummation of this Amendment No. 3 except for CBRE, Inc. (the "Broker"), and it knows of no other real estate broker, agent or finder who is, or might be, entitled to a commission or compensation in connection with this Amendment No. 3. Each party agrees to indemnify and defend the other party against, and hold the other party harmless from, any and all claims, demands, losses, liabilities, damages, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and costs) with respect to any other leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent. Landlord shall pay brokerage fees due to Broker pursuant to separate agreement for Months 1 through 60 and from Month 61 up to Month 84.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Landlord has executed this Amendment No. 3 or caused it to be duly executed and County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code, has caused this Amendment No. 3 to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

LANDLORD:

THRIFTY OIL CO.,
a California corporation

By: The Orden Company, LLC,
a California limited liability
company, its Authorized Agent

By: _____


Print Name: Andrew I. Sands

Its: CEO

By: _____


Print Name: Sean Tabor

Its: COO

EXHIBIT "A"

TERMINATION PENALTY AMORTIZATION SCHEDULE

The below chart gives the termination penalty that corresponds with the month that the Lease is terminated.

Month	Termination Penalty	Month	Termination Penalty
61	\$26,294.86	73	\$13,147.43
62	\$25,199.24	74	\$12,051.81
63	\$24,103.62	75	\$10,956.19
64	\$23,008.00	76	\$9,860.57
65	\$21,912.38	77	\$8,764.95
66	\$20,816.76	78	\$7,669.33
67	\$19,721.14	79	\$6,573.71
68	\$18,625.52	80	\$5,478.10
69	\$17,529.90	81	\$4,382.48
70	\$16,434.29	82	\$3,286.86
71	\$15,338.67	83	\$2,191.24
72	\$14,243.05	84	\$1,095.62

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	1/24/2024	
BOARD MEETING	2/6/2024	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Accept a Grant Award from the State of California Office of Traffic Safety for the Fiscal Year 2023-2024 Traffic Records Improvement Project Program	
PROGRAM	Detective Division	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: 1,500,000	Funding source: <ul style="list-style-type: none"> TRIP Grant
	TERMS (if applicable): TRIP Grant Term is from October 1, 2023, through September 30, 2024. The funding is for project implementation including software licensing, hardware and professional services	
PURPOSE OF REQUEST	This grant will finance the Department's transition to an electronic, paperless workflow traffic collision report writing and citation system.	
BACKGROUND (include internal/external issues that may exist)	The new hardware and software system will feature electronic scanning of driver's licenses and registration documents, as well as automated data entry and statistical reporting to the State and citation transmittal to the court. The digital electronic system will substantially reduce the time needed to prepare, review, and approve handwritten traffic collision reports and citations, and will facilitate the identification, prioritization, and implementation of traffic safety measures.	
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 AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Michael Politano, Lieutenant 661-948-8466 mvpolita@lasd.org Diane Oceguela, Principal Information Systems Analyst 562-345-4232 dzocegue@lasd.org Fred Nazarbegan, IT Manager III 562 345-4338 fnazarbe@lasd.org 	

February 6, 2024

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:

**ACCEPT A GRANT AWARD FROM THE
STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE
FISCAL YEAR 2023-2024
TRAFFIC RECORDS IMPROVEMENT PROJECT PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval to authorize the Sheriff of Los Angeles County (County) to accept and execute a grant award in the amount of \$1,500,000 from the State of California (State), Office of Traffic Safety (OTS) for the 2023-2024 Traffic Records Improvement Project (TRIP) Program. The funds are offered by the United States Department of Transportation, Catalog of Federal Domestic Assistance Number 20.616, passing through the State. The funds will be used to purchase a license for updated Crossroads software application, desktop computer equipment for patrol stations, and handheld wireless digital devices for field use.

IT IS RECOMMENDED THAT THE BOARD

1. Delegate authority to the Sheriff, as an agent for the County, to accept and execute the attached 2023-24 TRIP Grant Agreement Number TR24016 in the amount of \$1,500,000 to fund the Los Angeles County Sheriff's Department (Department) Detective Division for the grant period from October 1, 2023, through September 30, 2024.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of the Program.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to OTS for this Program in future fiscal years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the Program in future fiscal years, if awarded by the OTS, and execute all required grant award documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the Program in future fiscal years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

This grant will finance the Department's transition to an electronic, paperless workflow traffic collision report writing and citation system. The new hardware and software system will feature electronic scanning of driver's licenses and registration documents, as well as automated data entry and statistical reporting to the State and citation transmittal to the court. The digital electronic system will substantially reduce the time needed to prepare, review, and approve handwritten traffic collision reports and citations, and will facilitate the identification, prioritization, and implementation of traffic safety measures.

Implementation of Strategic Plan Goals

This Program is consistent with the County's Strategic Plan Goal III.2.3 – Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancement and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, applications) including replacement of legacy systems.

FISCAL IMPACT/FINANCING

Grant funding in the amount of \$1,500,000 will be used for Services and Supplies (software application license, desktop computer equipment, and handheld wireless devices used in the field). There is no matching requirement, however the Department

will spend approximately \$230,000 for data servers to operate the upgraded Crossroads software application and store data. The procurement of the servers will be financed by the Asset Forfeiture Special Revenue Fund. The Department will also incur approximately \$25,000 in annual software maintenance costs which will be offset by Contract City revenue, as the Department conducts traffic enforcement only within its Contract Cities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 23, 2023, the Department applied to the 2023-24 OTS TRIP grant program solicitation. The OTS reviewed the Department's application and selected the Department to receive \$1,500,000. The Department was notified of the award on November 1, 2023. The grant period is from October 1, 2023, through September 30, 2024.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Accepting the grant award will have no negative impact on any current services or projects, and instead will improve the timeliness and accuracy of traffic collision reporting and issuing vehicle code violations and help identify and address traffic safety issues.

CONCLUSION

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

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:rj
(Financial Programs Bureau/Grants 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
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Interim County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Bruce D. Chase, Assistant Sheriff Patrol Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Chief Dennis M. Kneer, North Patrol Division (NPD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Edwin C. Ramirez, Commander, NPD
David E. Culver, Director, Financial Program Bureau (FPB)
Lina D. Corvera, Assistant Director, FPB
Rene A. Garcia, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Michael Politano, Sergeant, Lancaster Station
Kristine D. Corrales, Deputy, ASD
Monica Moreno, ASM I, FPB, Grants Unit
Lisa Dye, ASM I, FPB, Grants Unit
Ricky Johnson, Operations Assistant III, FPB, Grants Unit
(Grants – Traffic Records Improvement Project – November 17, 2023)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024		
BOARD MEETING DATE	2/6/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Registrar Recorder/County Clerk		
SUBJECT	Van Nuys District Office Drainage Enhancement Project		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$498,000	Funding source: Capital Project No. 87893, funded via RRCC departmental savings	
	TERMS (if applicable):		
	Explanation: Sufficient appropriation, which was fully funded using RRCC departmental savings, is available in the Van Nuys District Office Drainage Enhancement Project, Capital Project No. 87893, to fully fund the project. Predevelopment costs of \$62,861 has already been charged directly to the RRCC.		
PURPOSE OF REQUEST	Approval of the recommendations will find the Van Nuys District Office Drainage Enhancement Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87893, approve the project budget, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed Project would refurbish the existing exterior walkway and also replace existing interior flooring at the Los Angeles County Registrar Recorder/County Clerk's (RRCC) Van Nuys Administration building located at 14340 Sylvan St, Van Nuys, CA 91401, to divert water off the building into drainage to alleviate current ponding conditions. During heavy rains, the existing walkway has frequent ponding of water due to drainage issues and seeping into the administration building. This ponding has caused damage to the interior flooring in the adjacent administration building and had to be replaced numerous times.		
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: - Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov		



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

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

Speed. Reliability. Value.

February 6, 2024

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:

**LOS ANGELES COUNTY REGISTRAR RECORDER/COUNTY CLERK
VAN NUYS DISTRICT OFFICE DRAINAGE ENHANCEMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87893
APPROVE PROJECT BUDGET AND
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2023-24)
(SUPERVISORIAL DISTRICT 3)
(3-VOTES)**

SUBJECT

Approval of the recommendations will find the Van Nuys District Office Drainage Enhancement Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87893, approve the project budget, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Van Nuys District Office Drainage Enhancement Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Van Nuys District Office Drainage Enhancement Project, Capital Project No. 87893 with a total budget of \$498,000.

3. Authorize the Director of the Internal Services Department, or designee, to deliver the Van Nuys District Office Drainage Enhancement Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Van Nuys District Office Drainage Enhancement Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87893, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project would refurbish the existing exterior walkway and also replace existing interior flooring at the Los Angeles County Registrar Recorder/County Clerk's (RRCC) Van Nuys Administration building located at 14340 Sylvan St, Van Nuys, CA 91401, to divert water off the building into drainage to alleviate current ponding conditions. During heavy rains, the existing walkway has frequent ponding of water due to drainage issues and seeping into the administration building. This ponding has caused damage to the interior flooring in the adjacent administration building and had to be replaced numerous times.

The proposed scope of work includes the installation of sloped concrete walkway and associated gutters, drains, swales, and downspouts to support the flow of water into drainage in order to alleviate current ponding conditions. The scope would also include replacement of the existing vinyl tile flooring in the administration building that was damaged due to the water intrusion.

The estimated project duration is approximately four (4) months which includes construction and project completion.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets and improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$498,000, which includes design, construction, change order allowance, inspection/testing, and ISD county services (Enclosure A).

Sufficient appropriation, which was fully funded using RRCC departmental savings, is available in the Van Nuys District Office Drainage Enhancement Project, Capital Project No. 87893, to fully fund the project. Predevelopment costs of \$62,861 has already been charged directly to the RRCC.

Operating Budget Impact

The scope of work consists of repairs and remodeling made to an existing space. Therefore, following the completion of the proposed project, ISD and RRCC do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed Project budget is less than \$500,000; therefore, the "Local Worker" and "Local Targeted Worker" labor hours are not required as part of the project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation because the estimated eligible project costs are less than \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of the refurbishment of an existing walkway and replacement of interior vinyl flooring. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a) and (d), 15302(c), 15303 and Section 15311 (a) of the State CEQA Guidelines and Classes 1(c), (d), (m), (s), (x)(3), (12), and (13), 2(e), and 3(q) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment 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 historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOCs contain the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for

employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support program.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and the Los Angeles County Registrar Recorder/County Clerk.

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Registrar Recorder/County Clerk

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	RRCC Van Nuys District Office Drainage Enhancement
CAPITAL PROJECT NO. :	87893

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	Complete	May 2023
Jurisdictional Approval	Complete	July 2023
Award Construction Contract	2 months following Board Approval	April 2024
Substantial Completion	5 months following Board Approval	July 2024
Project Acceptance	6 months following Board Approval	August 2024

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 251,000.00
Change Orders (Contingency)	\$ 45,000.00
Subtotal	\$ 296,000.00
Plans and Specifications	\$ 4,305.00
Jurisdictional Review/Plan Check/Permits	\$ 4,000.00
County Services (ISD Indirect)	\$ 130,695.00
Total To Be Charged to CP 87893	\$ 435,000.00
Pre-Development Cost*	\$ 63,000.00
Total Project Budget	\$ 498,000.00

*Has been directly charged to RRCC

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024	
BOARD MEETING DATE	2/6/2024	
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)	Chief Executive Office (CEO)	
SUBJECT	REQUEST APPROVAL TO AMEND AS-NEEDED STRATEGIC PLANNING AND RELATED CONSULTING SERVICES (SPRCS) MASTER AGREEMENTS	
PROGRAM	STRATEGIC PLANNING AND RELATED CONSULTING SERVICES MASTER AGREEMENTS	
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	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: N/A	Funding source: Individual County departments will use existing funding to pay for services.
	TERMS (if applicable): The original term was through 12/31/21. The Master Agreement (MA) included two (2) additional two-year option periods exercised at the sole discretion of the CEO as authorized by the Board. On November 1, 2021, CEO executed an amendment to exercise the first two-year option to extend the term of the MA through 12/31/23. In December 2023, CEO executed a second amendment to exercise the second two-year option to extend the term of the MA through December 31, 2025.	
	Explanation: Request delegated authority to the CEO to add additional service categories to the SPRCS MA administered by the CEO to expand consulting services to County departments and to remove the cap of maximum forty (40) qualified vendors to allow additional vendors to qualify within the new service categories. Additionally, it will provide a competitive solicitation method for County departments to utilize the new service categories as they become available. As the need for new services arises, a work order solicitation will be sent to the pool of pre-qualified contractors to bid on competitively.	
PURPOSE OF REQUEST	The MA has been a useful tool for County departments to utilize as needed services. Approval of recommendations will allow CEO to add/delete services categories to continually meet the emerging needs of County departments and execute work orders. It will also allow CEO to execute additional MAs with new vendors and effectively manage the solicitation process and subordinate work orders. In addition, it will allow services under the specific work orders to be completed without interruption to current County operations, as well as avoid schedule delays and increased costs to the County.	
BACKGROUND (Include internal/external issues that may exist including any related motions)	CEO will continue to act as the MA administrator and will provide overall direction and guidance to County departments regarding the solicitation process including utilizing the new service categories. CEO will also continue to manage the SPRCS MA guidelines and resources.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Standardized practices for securing contractors equitably across all County departments will include strategies for making the contracting process with the County more accessible for small businesses and businesses owned by under-represented populations and historically disadvantaged groups.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Approval to add additional categories and qualified vendors will allow County departments to continue to access expanded services under the MA and will enhance departments' ability to implement effective, timely consulting services related to Board initiatives and directives.	
DEPARTMENTAL CONTACTS	Christopher Anderson, CANDERSON@CEO.LACOUNTY.GOV James Hazlett, JHAZLETT@CEO.LACOUNTY.GOV	

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101
ceo.lacounty.gov

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

February 06, 2024

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

Dear Supervisors:

**REQUEST FOR APPROVAL TO AMEND AS-NEEDED STRATEGIC PLANNING AND RELATED
CONSULTING SERVICES MASTER AGREEMENTS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request delegated authority to add/delete service categories to the Strategic Planning and Related Consulting Services (SPRCS) Master Agreement administered by the Chief Executive Office (CEO) to expand the categories of consulting services for Los Angeles County (County) departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Executive Officer, or her designee, to execute, suspend, or terminate Master Agreements for administrative convenience, and execute Master Agreement amendments to: (i) approve assignment and delegation of the Master Agreement resulting from acquisitions, mergers, or other changes in entity, (ii) make changes to the terms and conditions to align with Board policy changes and directives, (iii) add/delete service categories and/or applicable exhibits of the Master Agreement as they become necessary and (iv) remove the cap of maximum forty (40) qualified vendors to allow additional vendors to qualify within the new service categories.
2. Authorize the Chief Executive Officer, or her designee, to extend applicable Master Agreements and related Work Orders (WOs) past the expiration of the Master Agreement term for a not to exceed period of 180 days to allow for critical projects to be completed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 20, 2017, the Los Angeles, County Board of Supervisors (Board) authorized the Chief Executive Officer, or her designee, to execute and amend SPRCS Master Agreements with qualified vendors who meet the minimum requirements outlined in the Request for Statement of Qualifications (RFSQ) issued March 2, 2017. The original term was four (4) years and six (6) months, through December 31, 2021, with two (2) additional two-year option periods, and six (6) months, for a potential maximum term of eight (8) years and six (6) months. Option periods were to be exercised at the sole discretion of the Chief Executive Officer or her designee, as authorized by the Board. On November 1, 2021, CEO executed an amendment to exercise the first two-year option to extend the term of the Master Agreement through December 31, 2023, and updated certain standard County contract provisions.

In December 2023, CEO executed a second amendment to exercise the second two-year option to extend the term of the Master Agreement through December 31, 2025, at the sole discretion of the Chief Executive Officer or designee as authorized by the Board. Exercising the final option, will provide CEO sufficient time to perform an in-depth analysis of service needs for a successor solicitation and Master Agreement.

The Master Agreement has been a useful tool for County departments to utilize for as needed consulting services. Approval of recommendation number one will allow CEO to add/delete services categories to meet the emerging needs of County departments. It will also allow CEO to execute additional Master Agreements with new vendors and effectively manage the solicitation process and subsequent WOs.

Approval of recommendation number two will allow services under the specific work orders to be completed without interruption to current County operations, as well as avoid schedule delays and increased costs to the County.

Additionally, this request will provide a competitive solicitation method for County departments to utilize the new service categories as they become available. As the need for new services arises, a WO solicitation will be sent to the pool of qualified contractors in the applicable category.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal Three, Realize Tomorrow's Government Today, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability which eliminates the need for an individual department to complete a formal solicitation process and provides a streamlined approach to obtain similar professional services.

FISCAL IMPACT/FINANCING

There is no General Fund/Net County Cost impact associated with this Master Agreement. County departments that pursue work orders will need to identify funding in their respective budgets to procure services through the Master Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2017, the Board approved the SPRCS Master Agreement and within that approval the CEO stated it will accept and evaluate Statement of Qualifications (SOQs) from additional vendors throughout the term of the Master Agreement, not to exceed a maximum of forty (40) qualified vendors. SOQs

received and exceeding the maximum will be reviewed at the County's discretion for future consideration. Since the CEO is recommending adding additional service categories, the cap of 40 qualified vendors is being requested to be discontinued in order to allow the inclusion of additional qualified vendors within the new service categories.

CEO will continue to administer the SPRCS Master Agreement and will provide overall direction and guidance to County departments regarding the solicitation process including utilizing the new service categories. Additionally, CEO will continue to manage the SPRCS Master Agreement guidelines and resources on the mylacounty.gov website and will ensure SOQs submitted by qualified contractors are available for County departments to review when considering use of the SPRCS Master Agreement.

CONTRACTING PROCESS

The RFSQ was released on March 2, 2017, to solicit SOQs from vendors with demonstrated experience providing consulting services in one or more of the three service categories: Strategic Planning, Performance Measurement, and/or Process Improvement Services. Currently, there are approximately 30 qualified contractors that provide services under SPRCS.

Subsequent to your Board's approval, CEO will release an addendum to the current SPRCS Master Agreement RFSQ and will update the posting on the County's "Doing Business with Us" website to announce the opportunity to County vendors to qualify as a contractor under the new service categories when they become available. Existing qualified contractors will also have the opportunity to qualify for the new service categories. All SOQs received will be reviewed for compliance with the minimum mandatory requirements in the RFSQ. Those in compliance with the requirements will be awarded a Master Agreement as authorized by your Board. Once the SPRCS Master Agreements have been fully executed, the updated list of approved contractors will be posted on mylacounty.gov website for County departments to utilize. The RFSQ will remain open and continuous, and vendors will be able to submit SOQs during the term of the Master Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval to add/delete service categories and qualified vendors will allow County departments to continue to access expanded services under the SPRCS Master Agreement.

The Honorable Board of Supervisors

2/6/2024

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Respectfully submitted,

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c: Executive Office, Board of Supervisors
County Counsel