



FESIA A. DAVENPORT  
Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

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*"To Enrich Lives Through Effective And Caring Service"*

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

December 06, 2022

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

24 December 6, 2022

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**NINE-YEAR LEASE  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
801 CORPORATE CENTER DRIVE, POMONA  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed nine-year lease renewal to provide the Department of Children and Family Services (DCFS) continued use of 49,414 square feet of office space and 218 on-site parking spaces for its regional office.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease renewal 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 the Chief Executive Officer, or her designee, to execute the proposed lease renewal with Small Giant, Inc. (Landlord), for approximately 49,414 square feet of office space and 218 on-site parking spaces located at 801 Corporate Center Drive, Pomona, CA 91768 (Premises) to be occupied by DCFS. The estimated maximum first year base rental cost is \$1,000,634, which includes three months of base rent abatement. The estimated total lease renewal cost is \$13,221,000 over the nine-year term. The rental costs will be funded 45 percent by State and federal funds and 55 percent by net County cost (NCC) that is already included in DCFS' existing budget. The department will not be requesting additional NCC for this lease renewal.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease renewal, and to take actions necessary and appropriate to implement the proposed lease renewal, including, without limitation, exercising any early termination rights.

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

The County has leased the Premises since April 1, 2012, for use by DCFS. These Premises serve as the DCFS regional office for the city of Pomona and its surrounding areas and provides direct services to families in crisis and a full-service direct child-protection system. The lease expired on March 31, 2022, and is currently on a month-to-month holdover basis, with no additional holdover fee charged by the Landlord. DCFS has requested to renew this lease so that it may continue to provide services at this location.

There are 276 staff at these Premises and approximately 150 visitors per day. The facility serves a high concentration of clients residing in the area and remains in a central location that is easily accessible by major freeways and public transportation routes.

DCFS would like to remain in its current location due to the high cost of relocating, and lack of suitable space alternatives in their service area. The proposed lease renewal meets DCFS' space requirements, including their parking demands.

Although teleworking is possible, most of the DCFS functions at this facility require direct in-person services. These services include supervised visitation, client interviews, and collaboration from other DCFS programs to support the daily operational needs of children and families. Parent-child visitation is one of the strongest determinants of a successful and expeditious reunification as it pertains to the goals of programs offered by DCFS. This facility will bring in staff from other DCFS programs to help support Children's Social Workers to carry out their day-to-day work and achieve better space utilization. Workflow re-arrangement has been implemented and currently facilitates remote work when possible.

Approval of the recommended actions will find that the proposed lease renewal is exempt from CEQA, and will allow DCFS to continue to operate at this location.

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

The Countywide Strategic Plan Goal 3 - "Realize Tomorrow's Government Today" - provides that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

The proposed lease renewal 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 renewal supports the above goals and objective by allowing DCFS to continue operating in a location directly in the community which provides easy access to information and responsive services.

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

### **FISCAL IMPACT/FINANCING**

The aggregate cost associated with the proposed lease renewal over the entire term is \$13,221,000 as shown on Enclosure B-1. The rental costs will be funded 45 percent by State and federal funds and 55 percent by NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease renewal term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to DCFS. DCFS has sufficient funding in its FY 2022-23 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed lease renewal will be part of the budget for the DCFS.

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

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

- Upon commencement of the proposed lease renewal, the annual rental rate will increase from \$24.42 per square foot, per year to \$27.00 per square foot, per year including parking. Base rent is subject to fixed annual increases of 3 percent.
- The Landlord is providing a turn-key build-out within the Premises at no additional cost to the County, which includes, but is not limited to, new LED lighting, new carpet and paint per County specifications, and refurbishment of furniture, fixtures, and equipment. The estimated cost of the Landlord's tenant improvement work is \$1,235,350 (\$25.00 per square foot).
- The Landlord, at its expense (exclusive of the tenant improvement work), shall repair/replace exterior doors and slab within the premises, modernize the common corridor, elevator lobby, and common area restrooms, and restripe the parking area of the building.
- The Landlord shall, at its sole cost and expense, be responsible for any work to bring the building or Premises in compliance with applicable City, County, State and federal building codes, regulations and ordinances required for legal occupancy.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The estimated maximum first year rental cost of \$1,334,178, including parking, is adjusted to \$1,000,634 after deducting a one-time credit of \$333,545 for three months of free rent.
- A comparison of the existing lease and the option terms are shown on Enclosure B-2.

- A nine-year term with no option to extend.
- The County has the right to terminate the proposed lease renewal early any time after 84 months, with nine months' notice subject to a fee equal to the cost of the unamortized tenant improvement work, not to exceed \$275,149.78.
- Holdover at the proposed lease renewal expiration is permitted on the same lease terms and conditions and the monthly base rent during the holdover period will be at the base rent at the time of the lease renewal expiration, subject to adjustments from time to time in accordance with the lease renewal. No additional holdover fee will be charged by the Landlord.
- The proposed lease renewal will be effective upon the first day of the first calendar month following approval of the lease by the Board and full execution of the lease renewal by both parties.

The Chief Executive Office (CEO) 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 \$26.40 and \$33.60 per square foot, per year. The base annual rental rate of \$27.00 per square foot, per year for the proposed lease renewal represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services as well as take significant time. We recommend the proposed facility as the most suitable to meet the County's space requirements.

The CEO has communicated with co-working office space companies about office space for the applicable programs, and they have informed us that their co-working office space does not have available space large enough to house this requirement in the Pomona area.

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.

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 Pomona has been sent in accordance with Government Code section 25351.

County Counsel has reviewed the proposed lease renewal and approved it as to form. The proposed lease renewal 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 renewal will 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 lease renewal, 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 renewal will adequately provide the necessary office space and parking for this County requirement. DCFS concurs with the proposed lease renewal and recommendations.

**CONCLUSION**

It is requested that the Executive Office of the Board 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:OM:FC:gb

Enclosures

- c: Executive Office, Board of Supervisors
- County Counsel
- Auditor-Controller
- Children and Family Services

**Department of Children & Family Services  
801 Corporate Center Dr., Pomona**

**Asset Management Principles Compliance Form<sup>1</sup>**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions?	<b>X</b>		
B	Does lease co-locate with other functions to better serve clients?	<b>X</b>		
C	Does this lease centralize business support functions?	<b>X</b>		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <b>No. Ratio is approximately 179 square feet per person.</b>		<b>X</b>	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <b>4.4/1000 ratio.</b>	<b>X</b>		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	<b>X</b>		
2. <u>Capital</u>				
A	Is it a substantial net County cost (NCC) program?	<b>X</b>		
B	Is this a long-term County program?	<b>X</b>		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
E	If yes, why is lease being recommended over occupancy in County-owned space?			
F	Is Building Description Report attached as Enclosure C?	<b>X</b>		
G	Was build-to-suit or capital project considered? <b>This is a renewal of existing space.</b>		<b>X</b>	
3. <u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?	<b>X</b>		
B	Was the space need justified?	<b>X</b>		
C	If a renewal lease, was co-location with other County departments considered?	<b>X</b>		
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. ____ 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?	<b>X</b>		
F	Has growth projection been considered in space request?	<b>X</b>		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	<b>X</b>		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not? – REMOVE Footnotes and this note once form is prepared]				

**OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS**

801 Corporate Center Drive, Pomona  
DCFS

Leased Area	49,414
Term	108 months / 9 years
	<b>Per RSF</b>
	<b>Per Month (\$)</b> <b>Per Year (\$)</b>
FSG Base Rent	\$2.25      \$27.00
Annual FSG Base Rent Adjustment	3%

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year	Total 9 Year Rental Costs
Annual FSG Base Rent Costs <sup>1</sup>	\$1,334,178	\$1,374,203	\$1,415,429	\$1,457,892	\$1,501,629	\$1,546,678	\$1,593,078	\$1,640,871	\$1,690,097	<b>\$13,554,000</b>
Rent Abatement <sup>2</sup>	(\$333,545)									<b>(\$334,000)</b>
<b>Total Paid to Landlord</b>	<b>\$1,000,634</b>	<b>\$1,374,203</b>	<b>\$1,415,429</b>	<b>\$1,457,892</b>	<b>\$1,501,629</b>	<b>\$1,546,678</b>	<b>\$1,593,078</b>	<b>\$1,640,871</b>	<b>\$1,690,097</b>	<b>\$13,221,000</b>

<sup>1</sup> The Annual FSG Base Rent includes increases fixed at 3 percent per annum.

<sup>2</sup> Base Rent abated for months 2 through 4 of the Lease Term.

<sup>3</sup> This analysis assumes there is no low voltage expense budgeted.

<sup>4</sup> Landlord is performing the Landlord Work & TI Work at their sole cost and expense.

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

### COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	<b>Existing Lease: 801 Corporate Center Dr., Pomona</b>	<b>Proposed Lease 801 Corporate Center Dr., Pomona</b>	<b>Change</b>
Area (Square Feet)	49,414 sq.ft.	49,414 sq.ft.	No change
Term (years)	10 years	9 years <sup>(1)</sup>	-1 year
Annual Base Rent (Base rent includes 218 parking spaces)	\$1,206,639.84 (\$24.42 per sq. ft. annually)	\$1,334,178.00 (\$27.00 per sq. ft. annually)	\$127,538.16 annually
Rent Abatement	Not Applicable	-\$333,545.50 <sup>(2)</sup>	-\$333,545.50
Total Paid to Landlord	\$1,206,639.84	\$1,000,633.50	-\$206,005.84
Rental rate adjustment	Annual CPI adjustments capped at 4 percent with no minimum.	Annual adjustments fixed at 3 percent.	Fixed vs fluctuating.

(1) Early Termination right anytime following the 7th anniversary of the Commencement Date

(2) Base Rent abated for months 2 through 4 of the Lease Term.



## DEPARTMENT OF CHILDREN FAMILY SERVICES

SPACE SEARCH- 3 MILE RADIUS FROM 801 CORPORATE CENTER DRIVE,  
POMONA

LACO	Facility Name	Address	Ownership	Proprietor	Gross SqFt	SQ FT Available
0556	Sheriff - Aero/Parks Bureau - Office	1911 Mckinley Ave La Verne 91750	Leased	Sheriff	2400	None
A238	DCSS - Pomona	3179 W Temple Ave Pomona 91768	Leased	Child Support Services	50756	None
A670	DCFS - Corporate Center	801 Corporate Center Dr Pomona 91768	Leased	Children and Family Services	49414	None
A036	Probation - Pomona Valley Area Office	1660 W Mission Blvd Pomona 91766	Leased	Probation	21680	None
D602	DPSS - Pomona WS District Office	2040 W Holt Ave Pomona 91768	Owned	Public Social Services	54265	None
F437	PW Flood - Puddingstone Office	150 E Puddingstone Dr San Dimas 91773	Owned	Public Works	240	None
4135	Brackett Field - Administration Building - 1	1615 W Mckinley Ave La Verne 91750	Owned	Public Works	9393	None
5946	Frank G. Bonelli Regional Park - Boat Inspection Office	120 Via Verde San Dimas 91773	Owned	Parks and Recreation	755	None
5941	Frank G. Bonelli Regional Park	120 Via Verde San Dimas 91773	Owned	Parks and Recreation	764	None
X561	Frank G. Bonelli Regional Park - Regional Headquarters Building	120 Via Verde San Dimas 91773	Owned	Parks and Recreation	2646	None
T059	Bonelli - Park Services Bureau Sub - Station Trailer	120 Via Verde San Dimas 91773	Owned	Sheriff	1391	None
A019	Air Operations 24 - Hr Multi - Mission Squad	1889 Mckinley Ave La Verne 91750	Leased	Fire Department	9600	None

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Nine-year lease for the Department of Children and Family Services–801 Corporate Center Drive, Pomona – First District.

**A. Establish Service Function Category –** Regional office providing direct services for the city of Pomona and surrounding areas

**B. Determination of the Service Area –** The proposed lease will allow DCFS to continue operations of multiple programs in an area that serves a high volume of clients.

**C. Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: Continued need for existing operation in the current location due to high concentration of clients in the area.
- Need for proximity to existing County facilities: Positive co-location with County Department partners such as Mental Health, Public Social Services, and Child Support Services Department.
- Need for proximity to Los Angeles Civic Center: N/A. the current site provides a geographically appropriate location directly within DCFS' service area. The site is approximately 27 miles east of Downtown Los Angeles and is easily accessible by freeway with access to public transportation.
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, including Foothill Transit Bus lines, Metro local bus lines, and Metrolink San Bernardino and Riverside rail lines. The office is within a half mile proximity to the interstate 10 freeway, highway 71 and highway 57.
- 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 is no space available in existing County-owned buildings to meet the DCFS' service needs.
- Compatibility with local land use plans: The City of Pomona 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 over the entire term is \$13,221,000 and is inclusive of parking and utilities.

**D. Analyze results and identify location alternatives**

The Chief Executive Office (CEO) 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 \$26.40 and \$33.60 per square foot, per year. The base annual rental rate of \$27.00 per square foot, per year for the proposed lease renewal represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services as well as take significant time. 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 renewal will provide adequate and efficient office space for 276 employees 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's requirements.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant**

**SMALL GIANT, INC – Landlord**

**801 CORPORATE CENTER DRIVE**

**SUITE 100 & 201**

**POMONA, CALIFORNIA**

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## **EXHIBITS**

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Approved Plans
- Exhibit J - Scope of Work



COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 between SMALL GIANT, INC, a California corporation ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

<p>(a) Landlord's Address for Notices:</p>	<p>3440 Wilshire Blvd Suite 800 Los Angeles, CA 90010-2255 Email: _____</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
<p>(c) Premises:</p>	<p>Approximately 49,414 rentable square feet, designated as Suite(s) 100 &amp; 201, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto including 218 unreserved non-tandem parking spaces.</p>

(d) Building:	The Building located at 801 Corporate Center Drive, Pomona, California, which is currently assessed by the County Assessor as APN 8707-001-041 (collectively, the "Property");
(e) Term:	Nine (9) years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors' and full execution of this Lease by both Parties (the "Commencement Date"), and terminating at midnight on the day before the ninth (9th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease.
(f) Estimated Commencement Date:	August 1, 2022
(g) Irrevocable Offer Expiration Date: (see Section 33)	October 1, 2022
(h) Base Rent:	\$2.25 per rentable square foot per month  (i.e., \$111,181.50 per month / \$1,334,178.00 per year)
(i) Early Termination (see Section 4.4)	Tenant will have the right to terminate the Lease for any reason after the 84th month of the initial Term following the Commencement Date upon nine (9) months prior written notice.
(j) Rentable Square Feet in the Premises:	49,414 rentable square feet
(k) Initial Departmental Use:	Department of Children Family Services, subject to Section 6.
(l) Parking Spaces:	218 unreserved non-tandem parking spaces in the Building's parking area, at no cost to the Tenant.
(m) Tenant's Hours of Operation:	7 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays
(n) Asbestos Report:	A report dated August 18, 2022 prepared by Masek Consulting Services, Inc., a licensed California Asbestos contractor.

(o) Seismic Report	A report dated October 25, 2021 prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated October 13, 2021 prepared by ADA Compliance Masters, Inc.

1.2 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Approved Plans Exhibit J - Scope of Work
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**2. PREMISES**

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Measurement of Premises

Tenant is currently in possession of the Premises. Landlord and Tenant stipulate that the rentable square footage in 1.1 (c) above is correct.

**3. COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

**4. COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall be for a period of nine (9) years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending

one hundred eight months thereafter unless otherwise terminated by Tenant as provided herein.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than sixty (60) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee and subject to Tenant paying the unamortized cost of the TI Work not to exceed \$275,149.78.

4.5 Intentionally Omitted

**5. RENT**

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

The Base Rent shall escalate by three percent (3%) upon each anniversary of the Commencement Date throughout the Term of the Lease on a compounded and cumulative basis.

5.3 Rent Abatement

The Base Rent shall be abated for three (3) months of the Lease Term applicable towards months two (2) through four (4).

**6. USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes,; or other lawful purposes that do not materially adversely interfere with other uses in the Building,

during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays. Notwithstanding the foregoing the demised Premises shall not be used by the Tenant for (i) any "public facing" uses which may be related to Mental Health, Social Services, Drug Rehabilitation, and/or Probationary services, and/or (ii) any uses which may materially increase the number of daily visitors to the Building.

**7. HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon sixty (60) days written notice from Landlord or Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, (as such Base Rent shall be adjusted in accordance with section 5.2 of the Lease), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

**8. COMPLIANCE WITH LAW**

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

**9. DAMAGE OR DESTRUCTION**

**9.1 Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than two hundred ten (210) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within twenty (20) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

**9.2 Tenant Termination Right**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character

that existed immediately prior to such casualty in less than two hundred ten (210) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

### 9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

### 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

## 10. REPAIRS AND MAINTENANCE

### 10.1 Landlord Representations

- (a) Landlord represents to Tenant that, unless otherwise stated herein, as of the date hereof and on the Commencement Date:
  - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;

- ii. Notwithstanding the above, Landlord shall complete the agreed-upon ADA work as described in the Disabled Access Survey within six (6) months after the Commencement Date. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- (c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:  
*[Check the appropriate box]*

Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted, unless such repair or maintenance is needed as a result of Tenant's gross negligence or willful misconduct. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
  - i. the floor covering



- ii. interior partitions;
- iii. doors, door frames and hardware;
- iv. the interior side of demising walls
- v. signage;
- vi. emergency exit signage and battery replacement;
- vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment (provided Landlord's costs related to said HVAC equipment shall be reimbursed by Tenant); and
- iv. Light fixtures, bulbs, tubes and ballasts.
  - v. Parking areas (including resurfacing, restriping, landscaping, sweeping, and provision of adequate lighting as applicable).
  - vi. Slab: Moisture Treatment or Slab Seal (as needed to prevent vinyl floor bubbling)
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.
- (d) Landlord shall provide, maintenance, repairs, water, HVAC, and other services to the Premises and common area to a standard similar to other comparable class office buildings in the Pomona area sub-market.

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

### 10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could

cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within thirty (30) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein and Tenant shall reimburse Landlord for such costs as additional rent. This Section shall not apply to Tenant Improvements, as defined in Section 24.

## 11. **SERVICES AND UTILITIES**

### 11.1 **Services**

- (a) **Heating, Ventilation and Air Conditioning (HVAC)**

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other similar buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment with Tenant reimbursing Landlord for repairs, maintenance and/or replacement in accordance with Section 10.2 (b) vii.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If Landlord decides to implement an electronic access system, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense. In the event Tenant elects to install its own electronic access system, then Tenant shall be responsible for all costs related thereto.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power

and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC (including in Tenant's computer and server rooms), and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

**12. TAXES**

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

**13. LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

**14. TENANT DEFAULT**

**14.1 Default**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

**15. LANDLORD DEFAULT**

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

### 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

## 16. ASSIGNMENT AND SUBLETTING

### 16.1 Assignment and Subletting

Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent, which consent will not be unreasonably withheld, conditioned, or delayed; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

### 16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A written notice from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
  - i. Name and address of new owner or other party to whom Base Rent should be paid
  - ii. Federal tax ID number for new owner
  - iii. Name of contact person and contact information (including phone number) for new owner

- iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied, at which time Tenant shall continue to pay its Base Rent due per the Lease (including any amounts which may have been unpaid as a result of the conditions of this Section 16.2 not being fully satisfied by Landlord).

## 17. **ALTERATIONS AND ADDITIONS**

### 17.1 **Landlord Consent**

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

### 17.2 **End of Term**

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

## 18. **CONDEMNATION**

### 18.1 **Controlling Terms**

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within one hundred twenty (120) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.



18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. **INDEMNIFICATION**

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. **INSURANCE**: During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy,

shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) **Additional Insured Status and Scope of Coverage**

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant 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. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects

the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(j) Application of Excess Liability Coverage

Landlord may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(k) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(l) Tenant Review and Approval of Insurance Requirements

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements: During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

- (b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

## 21. PARKING

### 21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

### 21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

## **22. ENVIRONMENTAL MATTERS**

### **22.1 Hazardous Materials**

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

### **22.2 Landlord Indemnity**

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring

or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

## **23. ESTOPPEL CERTIFICATES**

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

## **24. TENANT IMPROVEMENTS**

### **24.1 Landlord Work**

- (a) Landlord, at its sole cost and expense, shall be responsible for the following work: (i) Landlord shall have a 3rd party HVAC subcontractor certify the HVAC system in the Premises is in good operating order and meets the County performance specifications per the Lease. Landlord shall then make any applicable repairs and/or replacements as required, (ii) In the Main Building Lobby install new LED lighting, new paint, and deep clean floor tile in the main Building Lobby, (iii) In the Common Corridor & Elevator Lobby replace carpet, new paint, make lighting uniform throughout, infill three sky lights with new ceiling grid (or ceramic tinting on existing skylights), LED lighting, and R-19 insulation, (iv) Clean all HVAC air ducts serving the Premises, (v) Repair/replace (as required) exterior doors within the Premises to be in good operating order, making sure doors close properly and weather seals are in good condition to ensure there are no gaps, (vi) Landlord shall modernize the restrooms in the common areas including, new finishes (new paint and tile flooring), LED lighting, partitions, lavatories, counter-tops, and touchless fixtures (sinks, towel, and soap dispensers), and new piping for toilets, (vii) restripe the parking area of the Building, and (viii) Landlord shall provide Slab Moisture Treatment or Slab Seal (as needed to prevent vinyl floor bubbling).
- (b) Landlord shall, at its sole cost and expense, be responsible for any work to bring the Building or Premises in compliance with applicable City, County, State and Federal building codes, regulations and ordinances required for legal occupancy, including without limitation ADA and fire life safety code requirements and any required work related to asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. Any work undertaken to meet applicable code requirements necessitated to complete the work described in this Article 24 shall be included as part of the Landlord Work.

## 24.2 Tenant Improvement Work

Landlord, at its sole cost and expense, shall complete the tenant improvements within the Premises in accordance with the final space plan dated February 28, 2022 attached as Exhibit I, using Building standard materials and finishes approved by Tenant in writing (Approved Plan) and scope of work prepared by Caliber Construction dated March 25, 2022 attached as Exhibit J, however, this scope of work shall not represent Landlord's maximum contribution (collectively, the "TI Work"). The TI Work shall include, but not limited to, new LED lighting, new carpet and paint per County specifications (including lifting any furniture systems), and refurbishment of Tenant's furniture, fixtures, and equipment and the cleaning of any and all areas affected by the TI Work. Any Tenant Improvement "work" performed within the Premises shall be done after Tenant's Hours of Operation and in coordination with Tenant's designated Project Manager so to minimize any disruption to Tenant. Landlord reserved the right to select a contractor other than Caliber Construction provided that the scope of work does not change.

## 24.3 Completion/Close Out

Landlord, at its sole costs and expense, shall be responsible for selecting a reputable and licensed architect to create any construction drawings (as required) in accordance with the Approved Plans. Landlord shall file for a building permit, if such a permit is required, to construct the Landlord Work and TI Work (the "Work") within sixty (60) days following the Commencement Date, including detailed plans (as required), finishes and specifications. Landlord, at its sole cost and expense, shall contract with a reputable and licensed General Contractor to then complete the Work. The Work shall be coordinated with Tenant's assigned Project Manager ("PM") in advance of Landlord commencing any of the Landlord Work and/or TI Work and the work must be performed after Tenant's Hours of Operation, Monday thru Friday, anytime Saturday & Sunday so to minimize any disruption to Tenant, unless waived or modified by Tenant's PM in writing to Landlord. Landlord will have regular meetings with Tenant, as needed to ensure proper coordination and to minimize any disruption to Tenant's operations. The parties agree that the estimated time for completion of said Tenant Improvement Work is one hundred and eighty (180) days from the date of issuance of the building permit subject to those Delays as outlined below.

Upon completion of the TI Work, Landlord shall notify Tenant in writing and, within ten (10) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises. During the walk-through inspection, Landlord shall prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord as specified in Paragraph 24.2(b). Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as reasonably possible, but in no event later than thirty (30) days following the walk-through inspection.

Upon completion of the Work, Landlord will provide Tenant with a copy of any final as-built plans (as required) and provide Tenant with the total cost of the TI Work along with all supporting documentation and lien release waivers.

## 24.4 Delay.



Completion may be delayed day for day by:

- a. Acts or omissions of Tenant or its employees or agents (including any change orders requested by Tenant), or
- b. Any act of God which Landlord could not have reasonably foreseen and provided for, or
- c. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and which Landlord could not have reasonably foreseen and provided for, or
- d. Any war or declaration of a state of national emergency, or
- e. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Tenant Improvement Work.
- f. Any delays caused by governmental authority related to the design and construction of the TI Work and Landlord Work.

#### 24.5 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Tenant shall have the right to audit the cost of the changes at any time after the Commencement Date. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

#### 24.6 Tenant Remedies

If Landlord fails to obtain the building permit, if applicable within the period described above or if the TI Work and Landlord Work have not been completed within two hundred and forty (240) days from receipt of an approved plan and the building permit, then Tenant shall receive a day-for-day rent abatement for each day of delay, subject to any acceptable Delays described in Section 24.4.

#### 24.7 Notice of Nonresponsibility.

Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

**25. LIENS**

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

**26. SUBORDINATION AND MORTGAGES**

**26.1 Subordination and Non-Disturbance**

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

**26.2 Existing Deeds of Trust**

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

**26.3 Notice of Default**

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

**27. SURRENDER OF POSSESSION**

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

**28. SIGNAGE**

Tenant's current signage shall remain. This includes lobby directory signage, suite identification signage and monument signage. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

**29. QUIET ENJOYMENT**

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

**30. GENERAL**

**30.1 Headings**

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**30.2 Successors and Assigns**

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

**30.3 Brokers**

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than Cushman & Wakefield, Inc. (the "Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement between Landlord and Agent.

**30.4 Entire Agreement**

This Lease (including all exhibits hereto) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

**30.5 Severability**

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

**30.6 Notices**

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for

Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

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

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease 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 agreement, 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 Lease 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 Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease 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 Lease based on the foregoing forms of signature. If this Lease 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.

### **31. AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

## **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

### **32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

### **32.2 Solicitation of Consideration**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

### **32.3 Landlord Assignment**

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a

fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and

the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

### **33. IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

### **34. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL**

34.1. At Landlord's sole cost, Landlord shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Landlord and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Landlord 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 Lease, and/or (3) coming into contact with the public while performing services under this Lease (collectively, "In-Person Services").

34.2. Landlord 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").

- 34.3. Prior to assigning Landlord Personnel to perform In-Person Services, Landlord shall obtain proof that such Landlord Personnel have been fully vaccinated by confirming Landlord 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 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 Landlord who follow the CDPH vaccination records guidelines and standards. Landlord shall also provide written notice to County before the start of work under this Lease that its Landlord Personnel are in compliance with the requirements of this section. Landlord shall retain such proof of vaccination for the document retention period set forth in this Lease, and must provide such records to the County for audit purposes, when required by County.
- 34.4. Landlord shall evaluate any medical or sincerely held religious exemption request of its Landlord Personnel, as required by law. If Landlord has determined that Landlord Personnel is exempt pursuant to a medical or sincerely held religious reason, the Landlord must also maintain records of the Landlord Personnel's testing results. The Landlord must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Landlord 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 Lease, and/or (3) coming into contact with the public while performing services under this Lease:
- 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.
  - b. Engage in proper physical distancing, as determined by the applicable County department that the Lease is with.
- 34.5. In addition to complying with the requirements of this section, Landlord shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.



IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

SMALL GIANT, INC, a California corporation

DocuSigned by:  
By: Salvador Han  
Salvador Han  
Chief Executive Officer

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  
of the County of Los Angeles

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

APPROVED AS TO FORM:

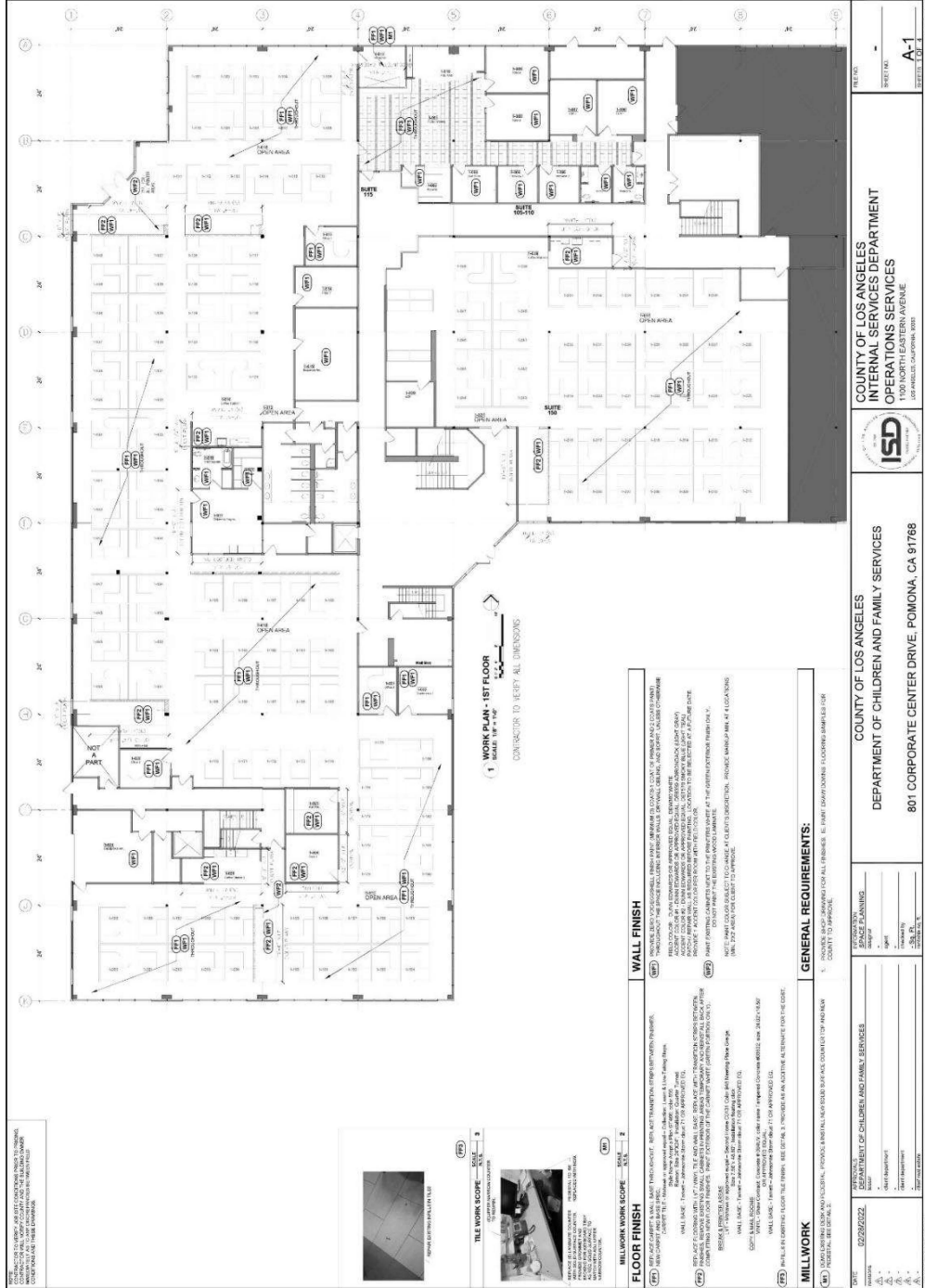
DAWYN R. HARRISON  
Interim County Counsel

By: Roberto Saldaña  
Senior Deputy

# EXHIBIT A

## FLOOR PLAN OF PREMISES

Suite 100



HOA.103763216.3

# EXHIBIT A FLOOR PLAN OF PREMISES

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES 801 CORPORATE CENTER DRIVE, POMONA, CA 91768		COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT OPERATIONS SERVICES 1100 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90001	
PROJECT NO: _____ SHEET NO: _____ SCALE: A-1		COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES 801 CORPORATE CENTER DRIVE, POMONA, CA 91768	
CONTRACTOR: _____ DATE: _____		COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES 801 CORPORATE CENTER DRIVE, POMONA, CA 91768	

**WALL FINISH**

1. WALL FINISH SHALL BE AS SHOWN ON THE DRAWINGS. WHERE NOT SHOWN, WALL FINISH SHALL BE 1/2\"/>

**FLOOR FINISH**

1. FLOOR FINISH SHALL BE AS SHOWN ON THE DRAWINGS. WHERE NOT SHOWN, FLOOR FINISH SHALL BE 1/2\"/>

**MILLWORK**

1. MILLWORK SHALL BE AS SHOWN ON THE DRAWINGS. WHERE NOT SHOWN, MILLWORK SHALL BE 1/2\"/>

**GENERAL REQUIREMENTS:**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE COUNTY OF LOS ANGELES.

2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.

3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE COUNTY OF LOS ANGELES.

4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE COUNTY OF LOS ANGELES.

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES 801 CORPORATE CENTER DRIVE, POMONA, CA 91768	COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT OPERATIONS SERVICES 1100 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90001
PROJECT NO: _____ SHEET NO: _____ SCALE: A-1	COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES 801 CORPORATE CENTER DRIVE, POMONA, CA 91768



**EXHIBIT B**

**COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and SMALL GIANT, INC, a California corporation ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 801 Corporate Center Drive, Pomona, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 4) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date");
- 5) Tenant has accepted possession of the Premises and now occupies the same;
- 6) The Lease commenced on \_\_\_\_\_ ("Commencement Date");
- 7) The Premises contains 49,414 rentable square feet of space; and
- 8) Base Rent per month is \$111,181.50, which shall escalate by three percent (3%) upon each anniversary of the Commencement Date throughout the Term on a cumulative and compounding basis, in accordance with the Base Rent schedule provided below (subject to Section 5.3 Rent Abatement):

<b>Year</b>	<b>Rent/SF/ Month</b>	<b>Annual rent/SF</b>	<b>Monthly</b>	<b>Annual</b>
1	\$2.25	\$27.00	\$111,181.50*	\$1,334,178.00*
2	\$2.32	\$27.81	\$114,516.95	\$1,374,203.34
3	\$2.39	\$28.64	\$117,952.45	\$1,415,429.44
4	\$2.46	\$29.50	\$121,491.03	\$1,457,892.32
5	\$2.53	\$30.39	\$125,135.76	\$1,501,629.09
6	\$2.61	\$31.30	\$128,889.83	\$1,546,677.97
7	\$2.69	\$32.24	\$132,756.53	\$1,593,078.30
8	\$2.77	\$33.21	\$136,739.22	\$1,640,870.65
9	\$2.85	\$34.20	\$140,841.40	\$1,690,096.77

\* The Base Rent shall be abated for three (3) months of the Lease Term applicable towards months two (2) through four (4).

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,  
a body corporate and politic

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

## **EXHIBIT C**

### **HEATING, VENTILATION AND AIR CONDITIONING**

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.



## EXHIBIT D

### CLEANING AND MAINTENANCE SCHEDULE

#### A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Non-exclusive day porter service from 8 a.m. to 6 p.m.

#### B. WEEKLY

15. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
16. Window sills, ledges and wood paneling and molding dusted.

#### C. MONTHLY

17. Floors washed and waxed in uncarpeted office area.
18. High-reach areas, door frames and tops of partitions dusted.
19. Upholstered furniture vacuumed, plastic and leather furniture wiped
20. Picture moldings and frames dusted.

21. Wall vents and ceiling vents vacuumed.
22. Carpet professionally spot cleaned as required to remove stains.
23. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

24. Light fixtures cleaned and dusted, but not less frequently than quarterly.
25. Wood furniture polished.
26. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
27. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

28. Windows washed as required inside and outside but not less frequently than twice annually.
29. All painted wall and door surfaces washed and stains removed.
30. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
33. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
- i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
  - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
  - iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

**EXHIBIT E**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

County of Los Angeles )  
Chief Executive Office )  
Real Estate Division )  
320 W. Temple Street, 7th Floor )  
Los Angeles, California 90012 ) **Space above for Recorder's Use**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

- A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.
- B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").
- C. Tenant and Borrower (as "Landlord") entered into a lease dated \_\_\_\_\_ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").
- D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: *[Insert name of Landlord]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER: *[Insert name of Lender],*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)



**EXHIBIT F**

**TENANT ESTOPPEL CERTIFICATE**

To: [Insert name of party to rely on document]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Re: Date of Certificate: \_\_\_\_\_  
Lease Dated: \_\_\_\_\_  
Current Landlord: \_\_\_\_\_  
Located at: \_\_\_\_\_  
Premises: \_\_\_\_\_  
Commencement Date of Term: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Current Rent: \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

(b) The current Rent is set forth above.

(c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

(d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

(e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: \_\_\_\_\_.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT G**

**COMMUNITY BUSINESS ENTERPRISE FORM**

**INSTRUCTIONS:** All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. *(Categories listed below are based on those described in 49 CFR Section 23.5)*

**I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)**

1. Firm Name: _____	3. Contact Person/Telephone Number: _____
2. Address: _____ _____ _____	4. Total number of employees in the firm: _____

5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

**II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM**

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) \_\_\_\_\_

**III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION**

2. Total Number of Ownership/Partners, Etc.: _____	Is your firm currently certified as a minority owned business firm by the:
3. Provide the percentage of ownership in each	State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No
Black/African American	City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No
Hispanic/Latin American	Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No
Asian American	

**Section D. OPTION TO PROVIDE REQUESTED INFORMATION**

We do not wish to provide the information required in this form.

Firm Name: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT H**

**MEMORANDUM OF LEASE**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

---

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated \_\_\_\_\_, 20\_\_ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_, and ending on a date \_\_\_\_\_ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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  
of the County of Los Angeles

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me,

\_\_\_\_\_ )  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

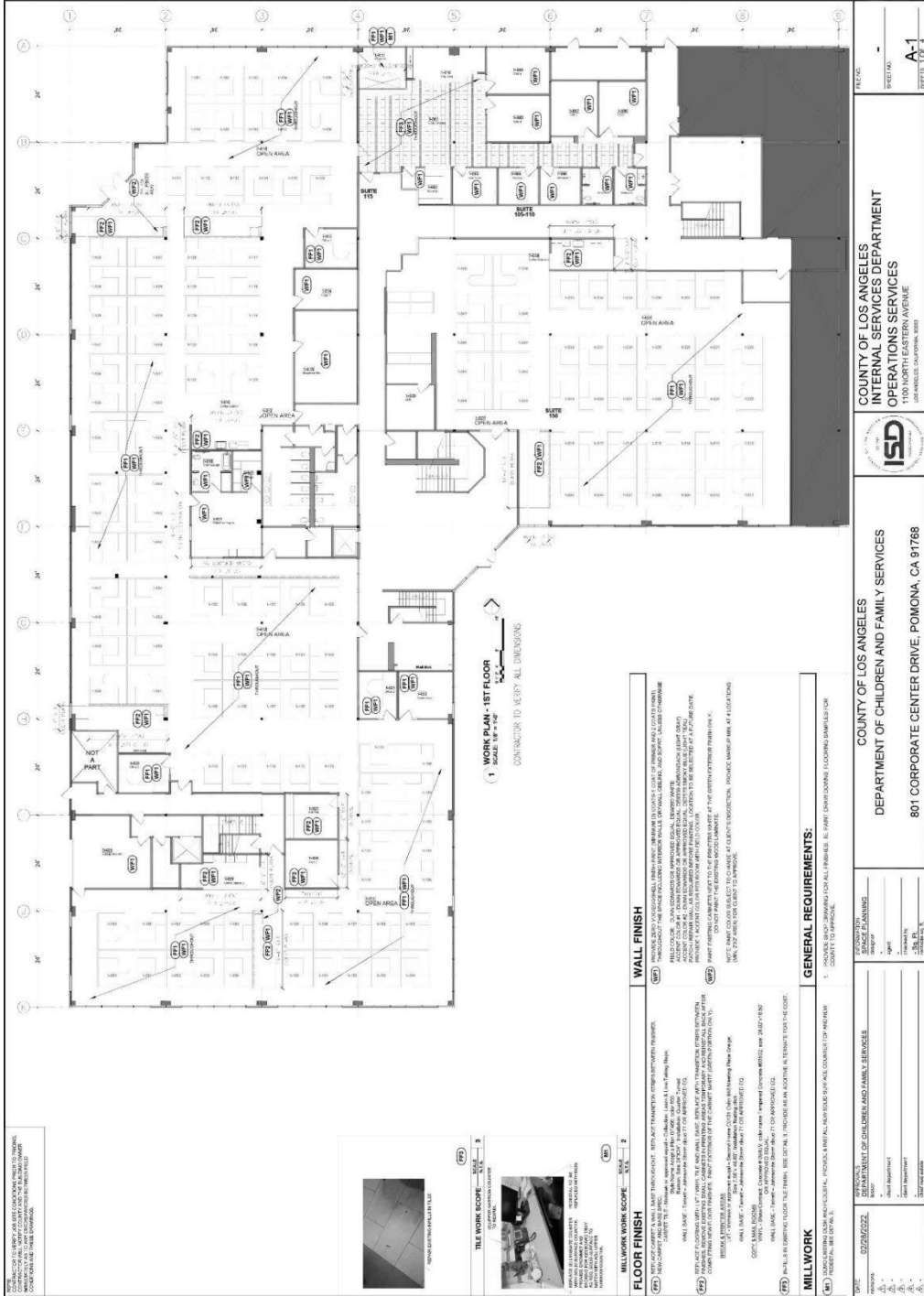
WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT I**

**Approved Floor Plan**

**Suite 100**



HOA.103763216.3

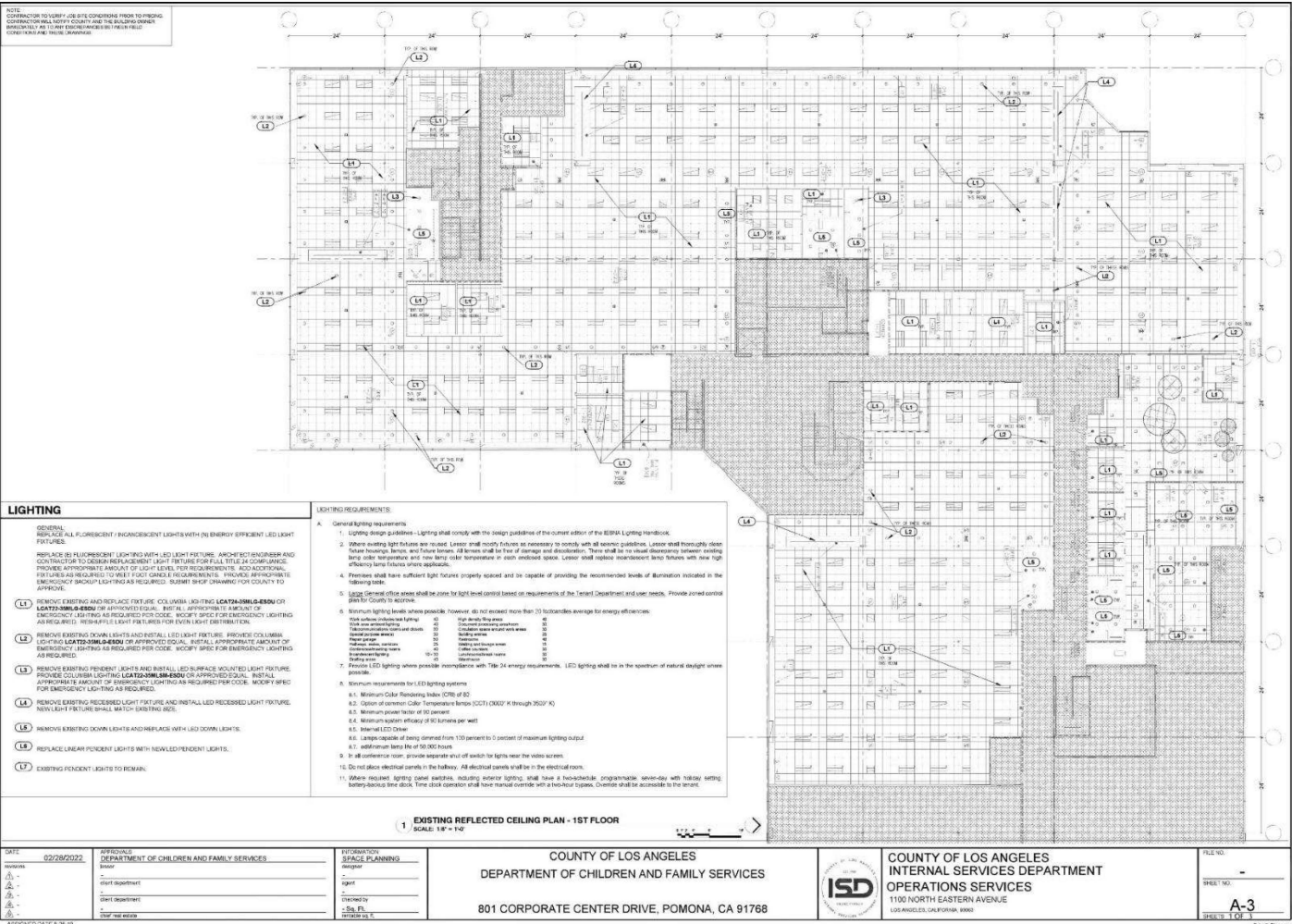
**Exhibit I  
APPROVED PLANS**





Reflected Ceiling Plan

Suite 100



NOTE:  
CONTRACTOR TO VERIFY USE-ABLE CONDITIONS FROM TO FURNISH  
CONTRACTOR SHALL NOTIFY COUNTY AND THE BUILDING OWNER  
IMMEDIATELY IN WRITING OF ANY DISCREPANCIES IN THE FIELD.  
CONTRACTOR SHALL MAINTAIN RECORDS.

**LIGHTING**

- GENERAL:**  
REPLACE ALL FLUORESCENT / INCANDESCENT LIGHTS WITH (90) ENERGY EFFICIENT LED LIGHT FIXTURES.  
REPLACE BY FLUORESCENT LIGHTING WITH LED LIGHT FIXTURE. ARCHITECT ENGINEER AND CONTRACTOR TO OBTAIN REPLACEMENT LIGHT FIXTURES FOR FULL TITLE 24 COMPLIANCE. PROVIDE APPROPRIATE AMOUNT OF LIGHT LEVEL PER REQUIREMENTS. ADD ADDITIONAL FIXTURES AS REQUIRED TO MEET TASK ILLUMINATION REQUIREMENTS. PROVIDE APPROPRIATE EMERGENCY BACKUP LIGHTING AS REQUIRED. SUBMIT SHOP DRAWING FOR COUNTY TO APPROVE.
- L1** REMOVE EXISTING AND REPLACE FIXTURE. COLUMBIA LIGHTING LCAT2A-30ML-850U OR LCAT2A-30ML-850U OR APPROVED EQUAL. INSTALL APPROPRIATE AMOUNT OF EMERGENCY LIGHTING AS REQUIRED PER CODE. MODIFY SPEC FOR EMERGENCY LIGHTING AS REQUIRED. REBAR IN PLACE LIGHT FIXTURE FOR DOWN LIGHT IDENTIFICATION.
  - L2** REMOVE EXISTING DOWN LIGHTS AND INSTALL LED LIGHT FIXTURE. PROVIDE COLUMBIA LIGHTING LCAT2A-30ML-850U OR APPROVED EQUAL. INSTALL APPROPRIATE AMOUNT OF EMERGENCY LIGHTING AS REQUIRED PER CODE. MODIFY SPEC FOR EMERGENCY LIGHTING AS REQUIRED.
  - L3** REMOVE EXISTING PENDENT LIGHTS AND INSTALL LED SURFACE MOUNTED LIGHT FIXTURE. PROVIDE COLUMBIA LIGHTING LCAT2A-30ML-850U OR APPROVED EQUAL. INSTALL APPROPRIATE AMOUNT OF EMERGENCY LIGHTING AS REQUIRED PER CODE. MODIFY SPEC FOR EMERGENCY LIGHTING AS REQUIRED.
  - L4** REMOVE EXISTING RECESSED LIGHT FIXTURE AND INSTALL LED RECESSED LIGHT FIXTURE. NEW LIGHT FIXTURE SHALL MATCH EXISTING SIZE.
  - L5** REMOVE EXISTING DOWN LIGHTS AND REPLACE WITH LED DOWN LIGHTS.
  - L6** REPLACE LINEAR PENDENT LIGHTS WITH NEW LED PENDENT LIGHTS.
  - L7** EXISTING PENDENT LIGHTS TO REMAIN.

**LIGHTING REQUIREMENTS:**

- A. General lighting requirements:**
1. Lighting design guidelines - Lighting shall comply with the design guidelines of the current edition of the IESNA Lighting Handbook.
  2. Where existing light fixtures are reused, Lessor shall modify fixtures as necessary to comply with all seismic guidelines. Lessor shall thoroughly clean fixture housing, filter, and cover lenses. All lenses shall be free of damage and discoloration. There shall be no visual impairment unless cleaning lens color temperature and ray length color temperature in each enclosed space. Lessor shall replace non-adjustable lamp fixtures with new high efficiency lamp fixtures where applicable.
  3. Fixtures shall have sufficient light fixture properly spaced and be capable of providing the recommended levels of illumination indicated in the following table.
  4. Light General office areas shall be zoned for light level control based on requirements of the Tenant Department and user needs. Provide zoned control plan for County to approve.
  5. Minimum lighting levels where possible, however, do not exceed more than 20 footcandles average for energy efficiency:  

Open office	30	Task areas	30
Reception	30	Conference rooms	30
Telecommunications	30	Collaboration spaces	30
Workstations	30	Executive offices	30
Reception	30	Waiting areas	30
Reception	30	Reception	30
Reception	30	Reception	30
Reception	30	Reception	30
Reception	30	Reception	30
  6. Minimum requirements for LED lighting systems:  
    - a.1. Minimum Color Rendering Index (CRI) of 80
    - a.2. Option of warmer Color Temperature lamps (CCT) (3000° K through 3500° K)
    - a.3. Minimum power factor of 90 percent
    - a.4. Minimum system efficacy of 95 lumens per watt
    - a.5. Internal LED Driver
    - a.6. Lamp life capable of being dimmed from 100 percent to 0 percent of maximum lighting output
    - a.7. Minimum lamp life of 50,000 hours
  7. In all conference rooms, provide separate on/off switch for lights near the video screen.
  8. Do not place electrical panels in the hallway. All electrical panels shall be in the electrical room.
  9. Where required, lighting cable outlets, including exterior lighting, shall have a hockable, programmable, when-day with holiday setting battery-backup time clock. Time clock operation shall have manual override with a two-hour bypass. Override shall be accessible to the tenant.

1 EXISTING REFLECTED CEILING PLAN - 1ST FLOOR  
SCALE: 1/8" = 1'-0"

DATE	02/28/2022	REVISION	DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BY		DESIGNED BY	
CHECKED BY		DRY	
DATE		DATE	
DATE		DATE	
DATE		DATE	

**COUNTY OF LOS ANGELES**  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

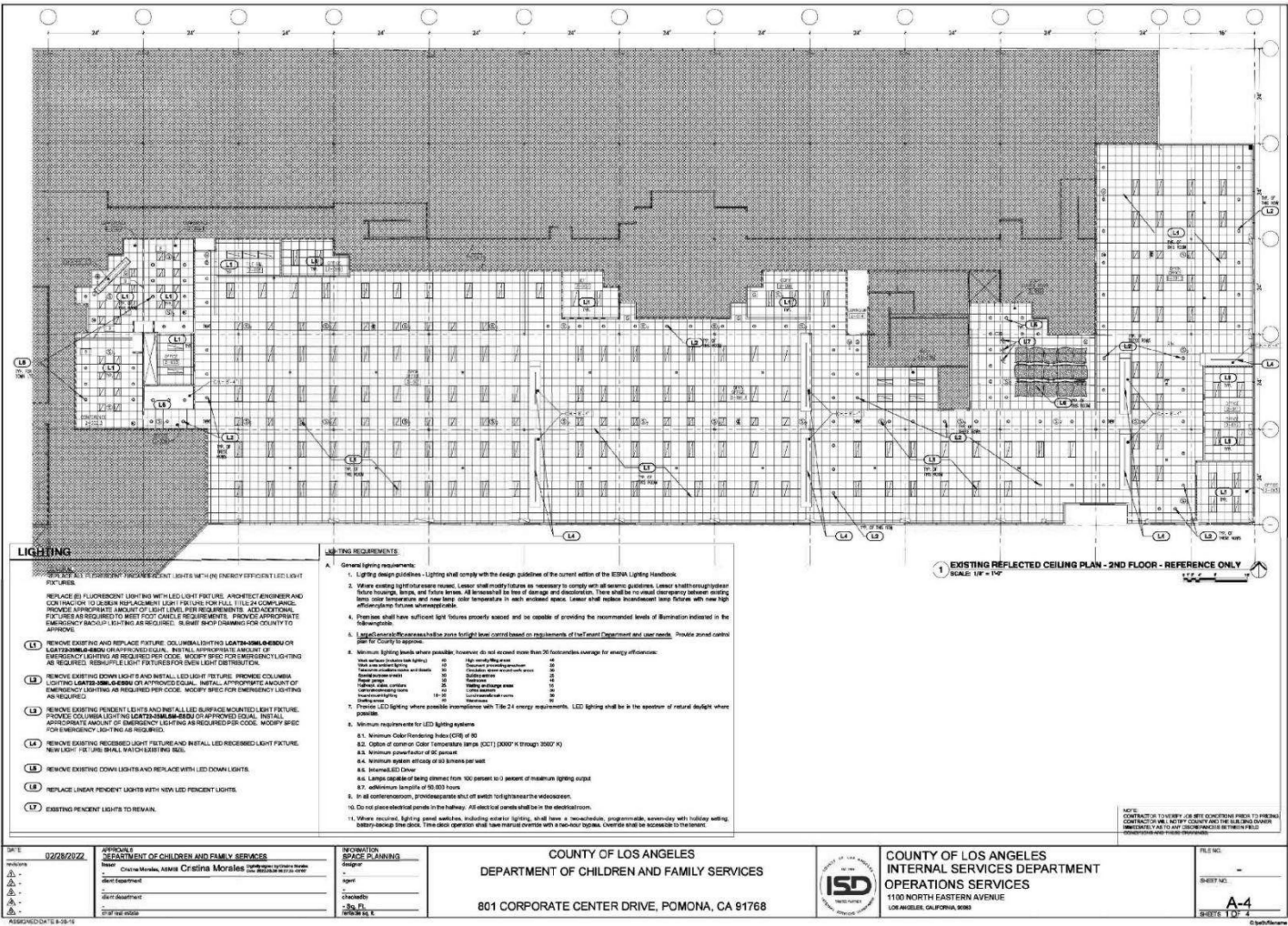
801 CORPORATE CENTER DRIVE, POMONA, CA 91768

**COUNTY OF LOS ANGELES**  
INTERNAL SERVICES DEPARTMENT  
OPERATIONS SERVICES  
1100 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90001

FILE NO.	-
SHEET NO.	A-3
TOTAL SHEETS	101

Reflected Ceiling Plan

Suite 201



HOA-103763216.3

Exhibit I  
APPROVED PLANS

Copyright

## Exhibit J SCOPE OF WORK

**Caliber**  
CONSTRUCTION, INC.

March 25, 2022

Mr. Sean Kern  
Cushman & Wakefield  
sean.kern@cushwake.com

**Re: LA County ISD Budget  
Located at 801 Corporate Center Dr., Pomona**

Mr. Kern,

We suggest you allow \$ **1,238,174.00** as a budget for the above referenced project. Our estimate is based on A-1 – A-4 dated 2.28.22, a site visit and is further defined as follows.

**Inclusions and Qualifications:**

1. **General Conditions:** Project manager and full-time field superintendent
2. **Clean up/Protection:** Protection of common area finishes to remain, progress clean up and final janitorial clean up.
3. **Trash Bins/Dumpsters:** Dumpsters for all construction debris.
4. **Millwork:** Replace counter top and pedestal per M1/detail 2 (corian top or equal, no spec provided).
5. **Drywall & Metal Studs:** Patch all walls at all old switch locations due to new Title 24 lighting controls.
6. **Ceramic Tile:** Allowance of \$2,500 included for grout repairs (more information required to provide hard pricing).
7. **Acoustical Ceilings:** Remove and re-install approximately 42,656 SF of existing ceiling tiles to allow proper access for new lighting and lighting control wiring. Provide up to 20% (8,640 SF) of replacement tile due to damage or stains on existing.
8. **Flooring:** Install FF1 carpet & base and FF2 LVT per plan. Demo all flooring and move furniture as required for demolition and install. All computers and electronics to be powered down and disconnected by others. All personal items to be boxed up and removed from all furniture prior to commencement of work.
9. **Paint & Wallcoverings:** Paint existing cabinet doors only at (12) locations. Paint all walls, drywall ceilings and soffits per plan. Wall prep and moving furniture as needed for proper clearances included.
10. **Electrical:** Remove existing light fixtures and install all new LED lighting and Title 24 compliant lighting controls. See Exhibit A for detailed scope description. Design engineering included.
11. All work to be performed during off hours and in SIX simultaneous phase. Clear and easy access to be provided in areas of construction.

240 NORTH ORANGE AVENUE  
BREA, CALIFORNIA 92821-4026  
TEL: 714-255-2700  
FAX: 714-255-2730

[WWW.CALIBERCONSTRUCTIONINC.COM](http://WWW.CALIBERCONSTRUCTIONINC.COM)  
LICENSE NO. 635842

## SCOPE OF WORK

Exclusions: We have excluded cost of the following items if required unless mentioned above.

1. Any Building Department permit & processing fees, plan check fees, art ordinance fees, assessments, taxes, deposits, or bonds.
2. City recycling deposits.
3. Overtime labor premiums.
4. Architect fees.
5. Testing or handling of hazardous waste (i.e. asbestos, mold, etc).
6. Repair of unforeseen obstructions in slab, walls or ceilings.
7. Repair of drywall cracks due to building movement or expansion.
8. Moving of furniture, equipment or product unless noted above.
9. Temporary water or power.
10. Addition, relocation or removal of alarm, telephone, data, fire life safety wiring or equipment.
11. Repair or upgrading of existing system deficiencies in HVAC, electrical, plumbing, fire sprinkler, or fire life safety systems.
12. Building department corrections.
13. Slab moisture or treatment.
14. Construction power consumption charges.
15. Additional General Condition fees due to delays such as long lead times on materials, changes in scope of work, permit delays, etc.
16. ADA upgrades.
17. Cost of testing or special inspections.
18. Seismic upgrades to existing ceilings.
19. Purchase or installation of furniture partitions.
20. Signage or graphics.
21. Security costs for after-hours work.
22. Course of construction property insurance premiums, deductibles, performance bond or builders all risk insurance.
23. Cost associated with 2014 California Building Code revisions or modifications unless noted above.

The above price is good for 30 days and is based on clear and easy access. All work to be done simultaneously.

Thank you for the opportunity to be of service to you at this time. Please do not hesitate to contact me with any further questions.

Sincerely,

CALIBER CONSTRUCTION, INC.

*Mike Roy*

Mike Roy  
Senior Estimator

MR/nc

Accepted By \_\_\_\_\_ Date \_\_\_\_\_

## SCOPE OF WORK

### **Exhibit A**

#### **Lighting**

- 12 17' LED Linear Pendant (\$250.00 per foot allowance)
- 4 8' Recessed LED Linear Pendant (\$2,000 Allowance)
- 95 Lithonia LDN6 35/20 LO6AR 6" Can Light
- 256 Provide and Install Columbia LCAT22-35MLG-ESDU 2x2 (One for One Swap)
- 367 Provide and Install Columbia LCAT24-35MLG-ESDU 2x4 (One for One Swap)

#### **Lighting Controls**

- 2 Title 24 Acceptance Testing
- 20 Wattstopper DW-311 Wall Motion Sensor Switch with 0-10v Dimming
- 69 Wattstopper LMDC-100 Ceiling Sensor
- 14 Wattstopper LMLS-500 Daylight Sensor
- 64 Wattstopper LMRC-111 Room Controller
- 51 Wattstopper LMSW-105W 5 Button Switch

#### **Removal & Disposal**

- 16 Removal and Disposal of 16' Linear Fixture
- 100 Removal and Disposal of 2x2 Fixture
- 367 Removal and Disposal of 2x4 Fixture
- 251 Removal and Disposal of Downlight Fixture

<b>Caliber</b>			
Construction, Inc.		Estimate Summary	
Project:	<b>LA County ISD - Budget</b>		
	801 Corporate Center Dr.		
	Pomona		
Estimate Date:	22-Mar-22	Total Square Feet:	
Revised:	25-Mar-22	Cost Per Sq. Foot:	
<b>Total:</b>	<b>\$1,238,174</b>		
CSI No.	Trade		Total
01000	General Conditions		89,483
01200	Allowances		0
01740	Clean up/Protection		40,664
01750	Trash Bins/Dumpsters		5,400
01560	Fencing		0
02400	Demolition		0
03000	Concrete		0
05100	Modular Office		0
06100	Rough Carpentry		0
06400	Millwork		7,500
07200	Insulation		0
07500	Roofing		0
07600	Sheet Metal		0
08100	Doors Frames & Hardware		0
08300	Specialty Doors		0
08330	Overhead Doors		0
08800	Glass & Glazing		0
09200	Plaster		0
09260	Drywall & Metal Studs		10,320
09300	Ceramic Tile		3,750
09510	Acoustical Ceilings		87,300
09600	Flooring		357,897
09650	Warehouse Floor/Epoxy		0
09700	Marlite		0
09900	Paint & Wallcoverings		56,159
10140	Signage		0
10220	Toilet Partitions		0
10280	Toilet Accessories		0
10440	Fire Extinguishers/Cabinets		0
11130	Dock Equipment		0
11200	Appliances		0
12200	Window Coverings		0
21000	Fire Sprinklers		0
22000	Plumbing		0
23000	HVAC		0
26000	Electrical		498,050
28310	Fire Life Safety		0
31000	Earthwork		0
32120	Asphalt & Striping		0
01210	Permits & Licenses		0
01240	Architect Fees		0
	Landscape & Irrigation		0
	Miscellaneous		0
	Misc 3		0
	Misc. 4		0
	Contingency		0
	Subtotal		1,156,523
	Liability Insurance		11,565
	Subtotal		1,168,089
	Overhead & Profit		70,085
	<b>Total</b>		<b>\$ 1,238,174</b>