AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S) [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

   A. Board Letter:
      NEW EIGHT-YEAR LEASE FIRE DEPARTMENT – SANTA FE SPRINGS
      Speaker(s): Michael Navarro (CEO)

3. PRESENTATION/DISCUSSION ITEM(S):

   A. Board Briefing:
      BAIL REFORM – PRETRIAL PILOTS BRIEFING
      Speaker(s): Sheila Williams and David Turla (CEO), and Gina Eachus, Rodrigo Castro-Silva, and Timothy Kral (County Counsel)

   B. Board Briefing:
      GENDER RESPONSIVE ADVISORY COMMITTEE BRIEFING
      Speaker(s): Abbe Land (CEO) and Karen Dalton

   C. Board Letter:
      CIVIL GRAND JURY RESPONSE BRIEFING
      Speaker(s): Cheri Thomas (CEO)

4. PUBLIC COMMENT
   (2 minutes each speaker)

5. ADJOURNMENT
6. UPCOMING ITEM(S):

A. Board Letter:
REQUEST TO PROVIDE SERVICES TO THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM JOINT POWERS AUTHORITY
Speaker(s): Michael Iwanaga (CEO)

B. Board Letter:
AUTHORIZE THE PUBLIC DEFENDER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE BAIL PROJECT WITH RESPECT TO THE REFERRAL OF CLIENTS FOR PROVISION OF BAIL
Speaker(s): Jane Newman (Public Defender)

C. Board Letter:
APPROVAL OF THE FOLLOWING THREE SOLE SOURCE AGREEMENTS WITH:
(1) HEWLETT PACKARD ENTERPRISE FOR PROFESSIONAL SERVICES (2) NORMAN L. FOGEL TO PROVIDE SOFTWARE MIGRATION SERVICES FOR THE DEPARTMENT’S LEGACY COMPUTER AIDED DISPATCH (CAD) SUBSYSTEM TOA NEW HARDWARE PLATFORM, AND (3) ROBERT W. WOOD TO PROVIDE ADDITIONAL SOFTWARE MIGRATION SERVICES FOR THE DEPARTMENT’S CAD SUBSYSTEM
Speaker(s): Marshall Yelverton, Angelo Faiella and Alex Madera
SUBJECT
- An eight-year lease for approximately 2,676 square feet of office space at 12610-12622 Leffingwell Avenue and 13238-13248 Imperial Highway, Santa Fe Springs for the Fire Department.

TARGETED BOARD AGENDA
- September 3, 2019

DESCRIPTION OF PROGRAM / ITEM
- Fire Department’s (Fire) Southeast District Health Hazardous Materials Division (HHMD) inspection field office. HHMD staff provides permits and conducts periodic field inspections of businesses to ensure that they manage, store, and handle hazardous materials and waste according to regulatory requirements. They help businesses develop employee training and contingency plans to establish preventative rather than reactive measures.

AMOUNT / COST
- The maximum first year cost of $168,426 is comprised of the $64,224 initial annual base rent, the $64,955 maximum annual amortized Additional Tenant Improvement and Change Order Allowance reimbursement should the entire amount be expended and the $39,247 first year low-voltage costs should the entire amount be expended.

- Alternatively, the maximum first year rental cost would be $371,071 should the entire proposed $267,600 Tenant Improvement Allowances be expended and paid lump sum to Landlord including the $64,224 initial annual base rent, and the $39,247 first year low-voltage costs should the entire amount be expended.

FUNDING SOURCE
- The annual lease costs are 100 percent funded through permit fees. Sufficient funding for the proposed eight-year lease amendment is included in the Fiscal Year (FY) 2019-2020 Rent Expense budget and will be charged back to the Fire Department.

PURPOSE
- The proposed lease will allow Fire to relocate the HHMD that is temporarily housed in the break/lunch room of Fire’s 5825 Rickenbacker Road, Commerce leased facility. The break/lunch room is not a compatible space for this use.
CONTRACTING PROCESS (if applicable)
  • N/A

CHANGES FROM PREVIOUS YEAR
  • N/A

CHANGES TO DEPLOYMENT / STAFFING PLAN
  • N/A

ISSUES / CONCERNS
  • N/A

SUCCESSES / ACCOMPLISHMENTS
  • N/A

DISTRICT(S) IMPACTED
  • First

CONTACT PERSON
  • Miguel Covarrubias
  • (213) 974-4164
  • mcovarrubias@ceo.lacounty.gov
September 03, 2019

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

Dear Supervisors:

NEW EIGHT-YEAR LEASE
FIRE DEPARTMENT
12610-12622 LEFFINGWELL ROAD AND
13238-13248 IMPERIAL HIGHWAY, SANTA FE SPRINGS
(FOURTH DISTRICT)
(3 VOTES)

SUBJECT

Approval of a new eight-year lease for approximately 2,676 square feet of office space, and 13 onsite parking spaces, for the Fire Department’s Southeast District Health Hazardous Materials Division.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed new lease 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 eight-year lease with Golden Springs Development Company, LLC (Landlord), for approximately 2,676 square feet of office space and 13 onsite parking spaces at 12610-12622 Leffingwell Road, and 13238-13248 Imperial Highway, Santa Fe Springs, at a maximum first year rental cost not to exceed $64,224. The rental costs will be 100 percent funded through permit fees.
3. Authorize the Chief Executive Officer, or her designee, to reimburse Landlord up to $267,600 for County’s Tenant Improvement (TI) contribution. The County’s TI contribution will either be paid in a lump sum payment or fully amortized over five years at 8.5 percent interest per annum, for a total amortized cost of $324,775 should the entire County’s TI contribution be expended, which equals annual payments of $64,955 costs comprised of a $214,080 reimbursable TI Allowance and a $53,520 Change Order Allowance.

4. Authorize the Fire Chief, or his designee, to contract with the Internal Services (ISD) or Landlord’s County-approved vendor, for the acquisition of materials and labor to install telephone, data, and low-voltage systems, at a cost not to exceed $67,500 if financed. The telephone, data, and low-voltage equipment and vendor installation may be either paid in a lump sum not to exceed $67,500 or be financed not to exceed $74,735 over a five-year term. Labor costs for the Smart Net (enhanced technical support and extended equipment warranty) and ISD services will be paid in lump sum not to exceed $30,375. The telecommunications and low-voltage amount is in addition to the rental costs and TI reimbursements payable to the Landlord.

5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and authorize the Chief Executive Officer, or her designee, to take other actions necessary and appropriate to implement and effectuate the terms of the proposed lease, including, without limitation exercising early termination rights and/or any options to extend the lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Fire Department (Fire) Southeast District Health Hazardous Materials Division (HHMD) inspection field office is currently housed in the break/lunch room of Fire’s 5825 Rickenbacker Road, Commerce leased facility. The break/lunch room is not an adequate or compatible space for this use and HHMD needs to be relocated to a more suitable space. The proposed lease will allow Fire to relocate its HHMD inspection field office to a more appropriate office space.

HHMD provides permits and conducts periodic field inspections of businesses, to ensure that they manage, store, and handle hazardous materials and waste according to regulatory requirements. The program emphasizes preventative environmental measures by providing education and other resources to business and community representatives. They help businesses develop employee training and contingency plans to establish preventative rather than reactive measures.

The proposed office space is centrally located within Fire’s Southeast District service area, providing convenient access by the public and clients/businesses. The office will house nine staff, and will receive approximately 2 to 3 clients per week, each staying up to one hour per visit.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow Fire to operate at the subject facility.
Implementation of Strategic Plan Goals
The Countywide Strategic Plan Goal of “Make Investments That Transform Lives” (Goal 1) directs that we will aggressively address society’s most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time. The proposed lease supports this goal with a facility that provides proper accommodations for staff to provide services, education, and resources to businesses, cities, and community members to ensure that hazardous materials are managed in a safe manner. The proposed new lease is in conformance with the Asset Management Principles, as outlined in Attachment A.

FISCAL IMPACT/FINANCING
If TI costs are amortized, the proposed lease has an estimated first year cost of $129,179, which is comprised of the $64,224 initial annual base rent including parking plus the $64,955 estimated annual reimbursable TI costs, should the entire amounts be expended and amortized.

Alternatively, if TI costs are paid in one lump sum, the first-year rental cost would be $331,824 should the entire TI cost be expended, plus low-voltage costs of $39,247 for a total first year cost of $371,071.

This is a modified-gross lease, whereby the Landlord is responsible for the operating and maintenance cost of the building, and the County is responsible for utilities and janitorial costs. The County is not subject to the building’s operating expense increases.

The total low-voltage costs of $67,500 (material plus labor) may be paid via lump sum payment by Fire. Alternatively, the low-voltage cost may be paid (i) with the equipment and materials costs of $37,125 financed over a five-year term, with annual amortized payments not to exceed $8,872 for a total cost not to exceed $44,360, and (ii) with the labor costs of $30,375 paid in one lump sum payment. If a partial amortized payment is used, the total low-voltage cost will not exceed $74,735 (See Attachment B, Scenario 2).

The aggregate lease expense over the eight-year term would be approximately $940,236 (excluding labor). Attachment B provides an overview of the proposed lease costs.

Sufficient funding for the proposed lease, low-voltage, and TI reimbursement costs over the initial year of the lease term will be included in the Fiscal Year 2019-20 Rent Expense budget and will be billed back to Fire. Beginning with FY 2019-20, ongoing funding for costs associated with the proposed lease will be part of the budget for Fire. These costs for Fire are 100 percent funded through permit fees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS
In addition to the basic terms set forth herein, the following are additional facts:

- An eight-year lease term, which commences upon Landlord demising the premises, including separating HVAC systems and utilities from the rest of the building at Landlord’s sole cost, and obtaining final approval from the City of Santa Fe Springs for said work.

- The office space is currently improved with private offices allowing the department to reduce the amount of TI work needed.
- The proposed TI work includes electrical distribution per the County’s specifications which triggers compliance with Title 24 energy efficiencies code requirements, construction of a telecom room, cabling and installation of telecom/security equipment, new carpet, paint and expansion of the break area into a lunch room.

- The proposed lease contains a cancellation provision providing the County the right to terminate at any time after the 60th month of the initial lease term, with nine months prior written notice without penalty.

- One five-year option to extend the lease with 12 months prior written notice.

Fire requested its HHMD field office to be located within the Southeast region of the County. The Chief Executive Office (CEO), conducted a market search of available office space for lease and was able to locate this site that could accommodate this requirement. Based upon a review of available industry data, we have established that the annual rental range for similar space including parking is between $14 and $27 per square foot on a modified-gross basis. Thus, the base annual rental rate of $24 modified-gross with parking for the proposed lease represents a rate within the market range for the area.

Attachment C shows all County-owned and leased facilities within the surveyed areas, which reflects that no County-owned or leased facilities available for the program.

The building does not require seismic assessment by the Department of Public Works since it is a newer building constructed in 2002. Further asbestos was no longer permitted in buildings at that time.

Construction of the TIs is to be completed in compliance with relevant building and construction codes, laws and regulations, including the American with Disabilities Act (ADA).

A notification letter has been sent pursuant Government Code Section 25351. The County has authority to enter into the proposed lease under Government Code section 25351. Counsel has reviewed the proposed lease and has approved it as to form.

The proposed lease will provide an appropriate location for this Fire program, which is consistent with the County’s Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

**ENVIRONMENTAL DOCUMENTATION**

The proposed lease is exempt from CEQA. The proposed lease, which leases office space with tenant improvements within an existing building, is within a class of projects that have been determined not to have a significant effect on the environment and which 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 lease 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 will provide the necessary office space for this County requirement. Fire concurs with the proposed lease.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return two certified copies of the Minute Order and the adopted stamped Board letter to the Chief Executive Office, Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,

SAH:FAD:DPH:DL
JLC:MN:MAC:gw

Enclosures

c: Executive Office, Board of Supervisors
   County Counsel
   Auditor-Controller
   Fire
   Internal Services
**FIRE DEPARTMENT**  
12610-12622 LEFFINGWELL ROAD AND  
13238-13248 IMPERIAL HIGHWAY, SANTA FE SPRINGS  
Asset Management Principles Compliance Form¹

### 1. Occupancy

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Does lease consolidate administrative functions?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Does lease co-locate with other functions to better serve clients?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Does this lease centralize business support functions?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Does this lease meet the guideline of 200 sq. ft. of space per person?²</td>
<td>No, it is 297 sq. ft. per person due to programmatic space needs, i.e., lockers, waiting area/counter at reception, conference room</td>
<td>X</td>
</tr>
<tr>
<td>E</td>
<td>Does lease meet the 4/1000 sq. ft. parking ratio guideline?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?²</td>
<td>X</td>
<td></td>
</tr>
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</table>

### 2. Capital

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>Is it a substantial net County cost (NCC) program? No, it is 100 percent funded through permit fees.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Is this a long term County program?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>If no, are there any suitable County-owned facilities available?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>If yes, why is lease being recommended over occupancy in County-owned space?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Is Building Description Report attached as Attachment C (aka &quot;Space Search&quot;)?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Was build-to-suit or capital project considered?</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### 3. Portfolio Management

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Did department utilize CEO Space Request Evaluation (SRE)?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Was the space need justified?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>If a renewal lease, was co-location with other County departments considered?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Why was this program not co-located?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. The program clientele requires a “stand alone” facility.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. No suitable County occupied properties in project area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. No County-owned facilities available for the project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Could not get City clearance or approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. The Program is being co-located.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Is lease a full service lease?² No, it is a modified-gross lease, whereby the County is responsible for utilities and janitorial services.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Has growth projection been considered in space request?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Has the Dept. of Public Works completed seismic review/approval? Not applicable, newer construction, building built in 2002</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

¹As approved by the Board of Supervisors 11/17/98

²If not, why not?
# OVERVIEW OF THE PROPOSED LEASE COSTS

<table>
<thead>
<tr>
<th>Area (square feet)</th>
<th>2,676</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term (years)</td>
<td>Eight-years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Base Rent(^{(1)})</th>
<th>$64,224 (24 per sq. ft. annually)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual TI Reimbursement (^{(2)})</td>
<td>$64,955 (24.27 per sq. ft. annually)</td>
</tr>
<tr>
<td>Total Annual Lease Costs</td>
<td>$129,179 (48.27 per sq. ft. annually)</td>
</tr>
<tr>
<td>Rental Adjustment</td>
<td>Annual fixed 3 percent rent increases</td>
</tr>
</tbody>
</table>

### Scenario 1 – Amortized payments for the Tenant Improvement costs.

<table>
<thead>
<tr>
<th>Summary</th>
<th>Base Rent</th>
<th>Tenant Improvements Payments</th>
<th>Total Landlord Lease Costs</th>
<th>Low-Voltage Costs</th>
<th>Total amount for space</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year Rental Costs:</td>
<td>$64,224(^{(1)})</td>
<td>$64,955(^{(2)})</td>
<td>$129,179</td>
<td>$39,247(^{(3)})</td>
<td>$168,426(^{(3)})</td>
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<tr>
<td>Eight-Year Rental Costs:</td>
<td>$571,102(^{(4)})</td>
<td>$324,772(^{(2)})</td>
<td>$895,874</td>
<td>$74,735(^{(3)})</td>
<td>$970,609(^{(4)})</td>
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</tbody>
</table>

\(^{(1)}\) Total annual Base Rent.
\(^{(2)}\) Assumes Additional Tenant Improvement Allowance of $214,080 (80 per RSF) plus Maximum Change Order Allowance of $53,520 (20 per RSF) are completely used totaling $267,600 and amortized @ 8.50% fixed rate over 60 months (5 yrs.).
\(^{(3)}\) Includes $37,125 for materials, TESMA financed low-voltage costs amortized over 5 years at 8% interest with annual $8,872 payments, and the $30,375 lump sum labor costs.
\(^{(4)}\) Includes fixed 3 percent annual increases for Base rent only.

### Scenario 2 - Lump sum payment of the Tenant Improvement costs.

<table>
<thead>
<tr>
<th>Summary</th>
<th>Base Rent</th>
<th>Tenant Improvements Payments</th>
<th>Total Landlord Lease Costs</th>
<th>Low-Voltage Costs</th>
<th>Total amount for space</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year Rental Costs:</td>
<td>$64,224(^{(1)})</td>
<td>$267,600(^{(3)})</td>
<td>$331,824</td>
<td>$39,247(^{(3)})</td>
<td>$371,071(^{(3)})</td>
</tr>
<tr>
<td>Eight-Year Rental Costs:</td>
<td>$571,102(^{(4)})</td>
<td>$267,600(^{(3)})</td>
<td>$838,702</td>
<td>$74,735(^{(3)})</td>
<td>$913,437(^{(4)})</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Total annual Base Rent.
\(^{(2)}\) Based upon the total Tenant Improvement Allowance of $214,080 plus the maximum Change Order Allowance of $53,520 if fully expended.
\(^{(3)}\) Includes $37,125 for materials, TESMA financed low-voltage costs amortized over 5 years at 8% interest with annual $8,872 payments, and the $30,375 lump sum labor costs.
\(^{(4)}\) Includes fixed 3 percent annual increases for Base rent only.
### FIRE DEPARTMENT
SPACE SEARCH WITHIN A 3-MILE RADIUS OF
9155 TELEGRAPH ROAD, PICO RIVERA

<table>
<thead>
<tr>
<th>Property ID</th>
<th>Name</th>
<th>Address</th>
<th>Ownership Type</th>
<th>Gross SQFt</th>
<th>Net SQFT</th>
<th>Vacant</th>
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</thead>
<tbody>
<tr>
<td>4430</td>
<td>Fire Station 103</td>
<td>7300 S Paramount Blvd Pico Rivera 90660</td>
<td>Consolidated Fire Protection District</td>
<td>4795</td>
<td>4076</td>
<td>NONE</td>
</tr>
<tr>
<td>4746</td>
<td>Fire Station 25</td>
<td>9209 E Slauson Ave Pico Rivera 90660</td>
<td>Consolidated Fire Protection District</td>
<td>2848</td>
<td>2421</td>
<td>NONE</td>
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<tr>
<td>5641</td>
<td>Public Library - Rivera Library</td>
<td>7828 S Serapis Ave Pico Rivera 90660</td>
<td>Owned</td>
<td>6724</td>
<td>5310</td>
<td>NONE</td>
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<tr>
<td>5904</td>
<td>Sheriff - Pico Rivera Service Building</td>
<td>6631 S Passons Blvd Pico Rivera 90660</td>
<td>Owned</td>
<td>2916</td>
<td>2525</td>
<td>NONE</td>
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<tr>
<td>8633</td>
<td>Sheriff - Pico Rivera Operation Safe Sts Trailr</td>
<td>6631 S Passons Blvd Pico Rivera 90660</td>
<td>Owned</td>
<td>320</td>
<td>288</td>
<td>NONE</td>
</tr>
</tbody>
</table>
FACILITY LOCATION POLICY ANALYSIS

Proposed Lease: Eight-year lease for 12610-12622 Leffingwell Road and 13238-13248 Imperial Highway, Santa Fe Springs 4th District

A. Establish Service Function Category – Regional and local public service function.

B. Determination of the Service Area – The proposed lease will provide use of approximately 2,676 square feet of office space, and 13 parking spaces for the Fire Department within the Southeast region of the County.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Needs to be within the Southeast region of the County.

- Need for proximity to existing County facilities: N/A

  The Facility is centrally located within the Southeast service area providing convenient access by the public and clients.

- Need for proximity to Los Angeles Civic Center: N/A

- Economic Development Potential: N/A

- Proximity to public transportation:

  The Facility is conveniently located near public transportation routes.

- Availability of affordable housing for County employees: N/A.

- Use of historic buildings: N/A

- Availability and compatibility of existing buildings: There are no existing County buildings available to meet the Department’s service needs.

- Compatibility with local land use plans: The site is currently zoned commercial and the current use as office space is consistent with the building’s use, zoning and not in conflict with the goals and policies of the City of Santa Fe Springs Angeles.
• A notification letter has been sent pursuant to Government Code Section 25351.

• Estimated acquisition/construction and ongoing operational costs: The maximum first year cost of $129,179 is comprised of the $64,224 initial annual base rent, the $64,955 maximum annual amortized Additional Tenant Improvement Allowance reimbursement should the entire amount be expended, or $331,824 should the entire proposed $267,600 Tenant Improvement Allowance be expended and paid lump sum to Landlord.

D. Analyze results and identify location alternatives

Based on the space and service needs of Fire, CEO staff surveyed the service area and was unable to identify any sites in the surveyed area that could accommodate this same requirement at that time.

Based upon a review of available industry data, CEO staff has established that the annual rental range for similar space including parking costs is between $14 and $27 per square foot on a modified-gross basis. Thus, the base annual rental rate of $24, modified-gross, including parking, for the proposed lease represents a rate within the market range for the area. Attachment C shows all County-owned and leased facilities within the surrounding service area and there are no County-owned or leased facilities available for the program.

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

The proposed facility provides proper accommodations for the Fire program within their service area. The proposed lease is in conformance with the Asset Management Principles, as outlined in Attachment A. The consolidation of services within one facility at the proposed office will provide a central and appropriate location, which is consistent with the County’s Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012.
COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

DEPARTMENT: COUNTY OF LOS ANGELES FIRE DEPARTMENT'S HEALTH HAZARDOUS MATERIALS DIVISION, as Tenant
LANDLORD: GOLDEN SPRINGS DEVELOPMENT COMPANY, LLC.

12610-12622 Leffingwell Road and 13238-13248 Imperial Highway
Santa Fe Springs, California 90670
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<table>
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COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

THIS LEASE is entered into as of the _____ day of ______________, 2019 between GOLDEN SPRINGS DEVELOPMENT COMPANY, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant" or "County").

Landlord and Tenant agree:

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

1.1 Defined Terms Relating to the Lease:

(a) **Landlord's Address for Notice:**
    Golden Springs Development Company, LLC
    13116 Imperial Highway
    Santa Fe Springs, California 90670-4817
    Attn: Moshe J. Sassover

(b) **Tenant's Address for Notice:**
    Board of Supervisors
    Kenneth Hahn Hall of Administration,
    Room 383
    500 West Temple Street
    Los Angeles, California 90012

    With a copy to:
    Chief Executive Office
    Real Estate Division
    222 South Hill Street, 3rd Floor
    Los Angeles, California 90012
    Attention: Director of Real Estate
    Fax Number: (213) 217-4971

(c) **Premises:**
    Approximately 2,676 rentable square feet within the approximately 12,925 square foot Center (defined below) as shown on Exhibit A attached hereto.

(d) **Center:**
    The approximately 12,925 square feet of improvements at 12610-12622 Leffingwell Road Avenue and 13238-13248 Imperial Highway, Santa Fe Springs, CA 90670 (the "Center"), which is located upon the real property which is currently assessed by the
Los Angeles County Assessor as APN 8044-001-025 and described more particularly in Exhibit B attached hereto (the “Center”, and together with the exterior parking areas, driveways, walkways and landscaped areas associated with the Center, collectively the “Property”);

(e) **Term:**

Eight years commencing upon the “Commencement Date” (as defined in Section 1.1(f) below); and terminating at midnight on the day before the eighth 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 together with any additional Option Term for which an option has been validly exercised.

(f) **Commencement Date:**

Upon Landlord’s completion of the full height demising wall identified in Exhibit A, the separation of the HVAC system serving the Premises from the HVAC system serving the balance of the building, and Landlord’s installation of new conduit for the future separation of the electrical panel within the Premises from the electrical panel serving the balance of the building.

(g) **Commencement Date:**

See Sections 1.1(e) and 1.1(f), and Section 4(a)

(h) **Irrevocable Offer Expiration Date:**

August 13, 2019

(i) **Basic Rent:**

$5,352 per month (which is based upon a rental rate of $2.00 per rentable square foot (adjustable only as provided in Sections 2(b) and 5 hereof.)

(j) **Early Termination Notice Date:**

At or any time after the 60th month of the initial Term during the initial Term, and any time after the 36th month of the Option Term during each Option Term.

(k) **Rentable Square Feet in the Premises:**

2,676
(m) **Initial Departmental Use:** County of Los Angeles Fire Department’s Health Hazardous Materials Division

(n) **Parking Spaces:** Thirteen (13) parking spaces, comprised of nine (9) unreserved non-exclusive parking spaces to be shared in common with other tenants of the Center and their employees and invitees, and four (4) reserved spaces located where indicated on Exhibit “F” attached hereto.

(o) **Normal Working Hours:** 8:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturday, except New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.

(p) **Asbestos Report:** Not Applicable (Note: The Center was constructed in 2002)

(q) **Disabled Access Survey** Not Applicable.

(r) **Seismic Report** Not Applicable (Note: The Center was constructed in 2002)

1.2. **Defined Terms Relating to Landlord’s Work Letter**

   a. **Base Tenant Improvement Allowance:** Not Applicable

   b. **Additional Tenant Improvement Allowance:** $214,080 ($80 per RSF)

   c. **Maximum Change Order Allowance:** $53,520 ($20 per RSF)

   d. **Additional Tenant Improvement and Change Order Amortization Rate:** 8.5% per annum

   e. **Base Rent Reduction:** Not Applicable

   f. **Tenant’s Work Letter** Miguel Covarrubias or an assigned staff person
Representative: of the Chief Executive Office-Real Estate Division.

g. Landlord’s Work Letter Representative: An assigned representative of the Landlord.

h. Landlord’s Address for Work Letter Notice: See Section 1.1(a)

i. Tenant’s Address for Work Letter Notice: Board of Supervisors
   Kenneth Hahn Hall of Administration
   Room 383
   500 West Temple Street
   Los Angeles, California 90012

   With a copy to:

   Chief Executive Office
   Real Estate Division
   222 South Hill Street, 3rd Floor
   Los Angeles, California 90012
   Attention: Director of Real Estate
   Fax Number: (213) 830-0926

1.3. Exhibits to Lease:

(Executed concurrently with this Lease and incorporated herein by this reference):

Exhibit A - Floor Plan of Premises
Exhibit B - Legal Description of Property
Exhibit C - Commencement Date Memorandum and Confirmation of Lease Terms
Exhibit D - Cleaning and Maintenance Schedule
Exhibit E - Landlord’s Improvements
Exhibit F - Location of Tenant’s Reserved Parking Spaces
Exhibit G - Tenant Estoppel Certificate
Exhibit H - Subordination, Non-Disturbance and Attornment

1.4. Landlord’s Work Letter:

(Executed concurrently with this Lease and incorporated herein by this reference):

Landlord’s Work Letter
Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Memorandum of Tenant Improvements Cost

1.5. Supplemental Lease
2. PREMISES.

(a) 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 and Exhibit A attached hereto.

(b) Tenant shall have the right within 90 days of approval of this Lease by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") to field-measure and verify the exact footage of the Premises and/or the Center. All measurements shall be taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("BOMA") International except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Basic Rent in Section 1 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the Basic Rent in the event the measured square footage exceeds the amount represented by Landlord. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this subsection (b) Landlord shall appoint an independent firm or person who is experienced in making such measurements whose determination with respect to which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

3. COMMON AREAS. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Center: the entrances and other public areas of the Center, 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 Center. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES.

(a) Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C.
The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises. The term "Substantially Complete" or "Substantial Completion" as used in this Lease shall mean compliance with all of the following: (1) the shell and core of the Center are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises; (3) Landlord has obtained a certificate of occupancy for the Center, or a temporary certificate of occupancy for that portion of the Center that includes all of the Premises, or its equivalent (e.g., a final inspection sign-off); and (4) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease.

(b) Termination Right. If the Premises are not Substantially Complete due to "Landlord Delay" (as such term is defined in Section 6.2 of the Landlord’s Work Letter) within 120 days from the Commencement Date, subject further to Tenant Delays or Force Majeure Delays as provided in Landlord’s Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Premises are Substantially Complete, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

(c) Early Possession. Provided that there is no interference with the progress of Landlord’s and its Contractor’s work on the Tenant Improvements, Tenant shall be entitled to possession of the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant’s furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

(d) Early Termination. Tenant shall have the right to terminate this Lease at any time after the Early Termination Notice Date, as defined in Section 1, by giving Landlord not less than nine (9) months prior written notice executed by the Chief Executive Officer of Tenant, and paying to Landlord a termination fee equal to the sum of: (i) the unamortized Base Tenant Improvement Allowance, (ii) any remaining unpaid balance of the Additional Tenant Improvement Allowance, and (iii) unamortized brokerage fees paid by Landlord, if applicable. The termination fee shall be payable by Tenant to Landlord thirty (30) days following Landlord’s receipt of Tenant’s notice to terminate. Notwithstanding the foregoing, in the event Tenant terminates this Lease pursuant to this paragraph, Tenant’s termination shall be effective only in the event Tenant has not defaulted on any terms of the Lease.

5. **RENT.** Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within 15 days after a claim therefor for each such month has been filed by Landlord with the Auditor of the County of Los Angeles (the "County") prior to the first day of each month, provided that Landlord shall file a payment voucher with the Auditor of the County for the monthly Rent prior to the Commencement Date for the initial month(s) of the Term up to and including December, and annually thereafter in December for the ensuing twelve (12)
months. At each annual anniversary of the Commencement Date, the Basic Rent then in effect shall be increased by three percent (3%) per annum on a cumulative compounded basis. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month. Landlord’s failure to timely provide a payment voucher to Tenant, or failure to include the aforementioned annual Basic Rent increase, shall not be deemed a waiver by Landlord to thereafter provide Tenant with a retroactive payment voucher or a retroactive Basic Rent increase. Tenant shall pay the Rent to Landlord at Landlord’s address set forth in Section 1(a), or such other location as Landlord may designate from time to time, via check or warrant; provided, however, that notwithstanding the foregoing or any other provision in this Lease to the contrary, beginning three (3) months following the date that Landlord completes and provides to Tenant Tenant’s required documents and forms needed to establish Tenant’s wire transfer payment process, and continuing thereafter, Tenant’s payments under this Lease shall be made only via federal funds wire transfer to an account designated by Landlord from time to time or, at Tenant’s option, by bank cashier’s check or bank certified check (but payment may not be made by a non-bank cashier’s or a non-bank certified check). Landlord and Tenant shall cooperate with each other to process/setup any required documents and forms needed to establish such wire transfer process.

6. USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use. Tenant shall be solely responsible for any costs associated with any change in use resulting from said use.

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 30 days written notice from Landlord or 30 days written notice from the Chief Executive Officer of Tenant, as applicable, at the last monthly Basic Rent payable under this Lease, plus all 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 Common Areas to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding on Landlord during the term hereof, including without limitation, Titles II and III of the Americans with Disabilities Act, except to the extent 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.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause covered by Landlord's insurance maintained pursuant to Section 19(a)(1) below rendering the Premises totally or partially inaccessible or unusable and the Premises (excluding any fixtures or improvements not covered by Landlord's insurance) 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 270 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 untenanted 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 15 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 tenantable again using standard working methods. The failure to do so shall be a material default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) 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 270 days for any reason, then Tenant may terminate this Lease by giving written notice within ten days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenanted. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Center or Premises, to the extent the damage is covered by Landlord's insurance maintained pursuant to Section 19(a)(1) below.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction (i.e., destruction costing more than three (3) times the then monthly Basic Rent to repair or restore) to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 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 30 days after such written notice of termination.

(d) Default By Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may (a) declare a default hereunder, or (b) perform or cause to be performed the restoration work and bill Landlord for the cost thereof.
10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Landlord represents to Tenant that (i) the Premises and all Common Areas, (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems and similar building service systems serving the Premises and Common Areas) comply with all applicable laws, codes, and ordinances, including the Americans With Disabilities Act (but without regard to Tenant’s specific use of the Premises); and are in reasonable good working order and condition; (ii) the Premises and Common Areas comply with all applicable covenants, conditions, restrictions and underwriter’s requirements; (iii) the Premises and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined); and (iv) Landlord has not received any notice from any governmental agency that the Center or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Center, that the Premises and the Center contain no asbestos containing materials.

(b) Landlord Obligations. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Center, including without limitation, all permanent exterior walls, roof, collapsed or broken concealed plumbing, exterior stairways, electrical systems from exterior to transformers and to and including all electrical panels and telephone wires from the street to the Center’s MPOE (“minimum point of entry”); (ii) the HVAC units serving the Premises as of the date of Substantial Completion Of the Premises, except: (a) unless Tenant causes such HVAC or the Premises to be modified in any way, in which event any HVAC maintenance, repairs or replacements will be performed at Tenant’s expense, and (b) any supplemental HVAC units serving the Premises and installed by or on behalf of Tenant shall be maintained, repaired and replaced by Tenant at Tenant’s expense; and (iii) exterior windows of the Premises.

(c) Tenant Obligations. Without limiting Landlord’s obligations set forth in Section 10(b) above, Tenant shall, at Tenant’s sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant’s agents, employees, invitees or visitors and the repair of low voltage electronic, telephone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. Tenant, 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. Tenant’s repair obligations include, without limitation, repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed; (2) interior partitions; (3) doors; (4) all non-structural walls (which shall be repainted as needed); (5) electrical from exterior of electrical panel to wall outlets and lights; (6) any plumbing blockage and exposed interior plumbing and fire/life safety systems serving the Center; and (7) signage. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld 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 laws.

(d) Right to Repair. If Tenant or Landlord provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the
Center structure and/or the Center systems and/or anything that could cause material disruption to Tenant's business) to the other party of an event or circumstance which requires the action of the other party with respect to repair and/or maintenance, and the other party 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 days after the giving of such notice, then the other party 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 and Landlord shall have access to the Premises 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 either party and was not taken by such party within such period (unless such notice was not required as provided above), and the other party took such required action, then the party which took such action shall be entitled to prompt reimbursement by the other party of the other party's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by the other party within thirty (30) days, the party that took the action shall be entitled to the remedies provided in Sections 13 and 14.

(e) Notwithstanding any provisions of this Lease to the contrary, Tenant at its sole option, acting through the CEO, may request from Landlord, without any obligation on the part of the Landlord to comply with said request, to perform, repair, maintenance, janitorial and or tenant improvement work. Tenant shall pay as additional rent any such work that is performed by Landlord at his sole discretion. Any Landlord charges to tenant for administrative costs associated with such work shall not exceed three and one-half percent (3.5%) of the costs actually incurred by the Landlord in performance or contracting out such work.

11. SERVICES AND UTILITIES

Landlord shall furnish the following services and utilities to the Premises:

(a) Heating, Ventilation and Air Conditioning. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to similar buildings, except that the cost of electricity for operation of the HVAC system shall be borne by Tenant, as provided in Section 11(b) below.

(b) Electricity. Landlord shall make available to the Premises the amount of electric current provided for in the Working Drawings (if applicable) but in any event not less than a standard comparable to similar buildings, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or subpanels to the Premises necessary for Tenant to utilize such capacity in the Premises. The Premises are or will be separately metered for electricity, and Tenant is responsible for direct payment to the applicable utility company of its own electrical costs.

(c) Elevators. Not Applicable
(d) **Water**. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

(e) **Janitorial**. Tenant shall provide its own janitorial services to the interior of the Premises, and Landlord shall maintain the exterior of the Premises and provide services as set forth in Exhibit D attached hereto.

(f) **Access**. Landlord shall furnish to Tenant's employees and agents access to the 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 Center.

12. **LANDLORD ACCESS**. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Center or Premises, Basic Rent shall be prorated based upon the percentage of the Premises or Center rendered untenantable 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.

13. **TENANT DEFAULT**.

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

(i) The failure by Tenant to make any payment of Basic 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 if the failure continues for a period of ten days after written notice to Tenant;

(ii) 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 30 days after written notice from Landlord specifying in detail the nature of the Tenant Default; provided, however, if more than 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 30-day period and thereafter diligently prosecutes such cure to completion.

(b) **Termination**. Tenant agrees that if a Tenant 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, including the remedy described in California Civil Code Section 1951.4 (lessor may continue the lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations).
(c) **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.

14. **LANDLORD DEFAULT.**

   (a) **Remedies.** In addition to the provisions for Landlord’s default provided by Sections 9(d), 10(d), 19 and 20(b), 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 thirty (30) 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(d)); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) 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: (i) to remedy such default or breach; (ii) to pursue the remedy of specific performance; or (iii) to seek money damages for loss arising from Landlord’s failure to discharge its obligations under this Lease.

   (b) **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.

   (c) **Emergency.** Notwithstanding the foregoing cure period, Tenant may cure any default without notice 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.

   (d) **Limitation on Landlord Liability.** Notwithstanding anything in this Lease to the contrary, the liability of Landlord (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in the Center, and neither Landlord nor any officer, director, shareholder or employee of Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

15. **ASSIGNMENT AND SUBLETTING.** Tenant may assign or otherwise transfer this Lease or sublet the whole or any part of the Premises subject to Landlord’s prior consent, which shall not be unreasonably withheld, conditioned or delayed, provided, however, that no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease. Notwithstanding the above, Landlord’s consent shall not be required for an assignment
of the Lease or subletting of the Premises by Tenant to a subsidiary, affiliate, parent or successor of Tenant, and in the event of such assignment or sublease, Landlord shall have no right of recapture. Tenant and Landlord shall evenly divide any subleasing profits. Further notwithstanding the foregoing, Tenant shall not have the right to assign this Lease or sublet any portion of the Premises for use by its Probation Department AB109 Program or to a user who would utilize any portion of the Premises for visits by parolees or offenders who committed serious, violent or sexual crimes, i.e., for visits by parolees not classified as “low-level offenders”.

16. ALTERATIONS AND ADDITIONS.

(a) Landlord Consent. Tenant shall not make any alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") that are structural in nature without first obtaining the written consent of Landlord, to be given or withheld in Landlord's sole discretion. However, Landlord's consent shall not be required for any non-structural Alteration that satisfies all of the following criteria: (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Center; (3) will not affect the systems or structure of the Center; and (4) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Center.

(b) 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.

17. CONDEMNATION.

(a) 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.

(b) 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").

(c) Partial Taking. If any portion, but not all, of the Premises 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 30 days after the date that the nature and 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 30 days nor later than 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 date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

(d) Restoration. Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same 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 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

(e) 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.

(f) 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.

18. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Center or Premises as a result of any negligent act, omission or willful misconduct of Tenant or its employees, officers, contractors, licensees, agents, guests, visitors or invitees, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees. Nothing in this Lease shall be construed to waive, limit, or supersede any of Tenant's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to section 3864 of the Labor Code.

(b) Landlord's Indemnity. Subject to the provisions of Section 14(d) above, Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Center or Premises as a result of any negligent act, omission or willful misconduct of Landlord, or its officers, contractors, agents or employees, or arising from any
breach or default under this Lease by Landlord. However, the indemnification obligations of Landlord under this paragraph shall not apply or extend to any injury to or interference with Tenant’s business or consequential damages, and shall also be subject to the provisions of Section 14(d) above. Further, Landlord’s liability under this Section 18(b) for damage to Tenant’s furniture, fixtures, equipment and personal property in the Premises shall be limited to an aggregate of $2,500,000 per occurrence. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19. INSURANCE.

(a) Landlord’s Insurance. During the Term of this Lease, Landlord shall maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Landlord’s property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage; and (2) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value. Insurance proceeds shall be payable to Landlord and be utilized for repair and restoration of the Premises, unless this Lease has been terminated.

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of $10,000,000; (2) products/completed operations aggregate of $10,000,000; and (3) personal and advertising injury of $5,000,000.

(iii) Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease.

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best’s Rating of "A:VII" or better and which are qualified to do business in the State of California.

(c) Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least 10 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates shall include the address of the Premises and must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord’s commercial property insurance policy, to the extent of Tenant’s ownership interest in any tenant improvements in the Premises paid for by Tenant, as required. Further, all certificates shall expressly provide that no less than 30 days’ prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.
(d) Waiver of Subrogation. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance, commercial general liability and workers compensation policies required to be carried hereunder or, in the case of Tenant, would have been covered but for an election to self-insure. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

(e) Tenant Right to Self-Fund. Tenant (i.e., the County of Los Angeles) is permitted by the California Government Code Sections 989-991.2, County Code Chapter 5.32 and Articles 1 and 2 of the County Charter to self-fund its liabilities and acts and or omissions of the County, its elected and appointed officers, employees, agents and volunteers; and Tenant, by virtue of such authorized laws, hereby elects to self-fund its liabilities arising from acts and or omissions of its officers, employees, agents and volunteers arising from or connected with this Lease of the Premises. Tenant shall provide to Landlord a duly signed and authorized certificate of County self-funding of its insurance obligation with limits as required herein.

(f) Tenant Election Not to Self-Fund. Should Tenant ever elect not to continue to self-fund its liabilities under this Lease as provided in Section 19(e) above, then the following provisions shall immediately become operative:

(1) Tenant's General Insurance Requirements. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and qualified to do business in the State of California. Each policy shall name Landlord and, at Landlord's request, any lender holding an encumbrance against Landlord's interest in the Center or any part thereof as an additional insured, as their respective interests may appear. A certificate of insurance evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises and thereafter within thirty (30) days after any demand by Landlord. Landlord may, at any time and from time to time, inspect and copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of each such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that, if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure such insurance on Tenant's behalf and charge Tenant the premiums therefor, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's lender, and Tenant as required by this Lease. Certificates evidencing coverage will be provided to Landlord after execution of this Lease at Landlord's request.

(2) Personal Property Insurance. At all times during the Term following Tenant's election not to self-fund its liabilities under this Lease, Tenant shall procure and maintain, at its sole expense, "all-risk" property insurance, for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting of pipes, explosion, in an amount not less than one hundred percent (100%) of the replacement cost covering (a) all
Alterations made by or for Tenant in the Premises; and (b) Tenant's trade fixtures, equipment and other personal property from time to time situated in the Premises (including without limitation any modular furniture systems in the Premises). The proceeds of such insurance shall be used for the repair or replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

(3) Liability Insurance. At all times during the Term following Tenant's election not to self-fund its liabilities under this Lease, Tenant shall procure and maintain, at Tenant's sole cost and expense, commercial general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars ($1,000,000) per occurrence and a general aggregate limit of at least Two Million Dollars ($2,000,000). All such policies shall be written to apply to all bodily injury, property damage, personal injury losses and shall be endorsed to include Landlord and its agents, beneficiaries, partners, employees, and any deed of trust holder or mortgagee of Landlord or any ground lessor as additional insureds. Such liability insurance shall be written as primary policies, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds.

(4) Workers' Compensation. At all times during the Term following Tenant's election not to self-fund its liabilities under this Lease, Tenant shall procure and maintain, at Tenant's sole cost and expense, workers compensation insurance in accordance with the laws of the State of California.

20. PARKING.

(a) Tenant's Rights. Tenant shall have the right to the number of reserved and non-exclusive unreserved parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. 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 with the exception of the four (4) reserved parking spaces, all other 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 Center, except that Tenant shall not permit its employees, agents and contractors to over-burden the Property's parking facilities by utilizing more than thirteen (13) parking spaces at any given time.

(b) Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant receive 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 Sections 9 and 17 in the event of casualty or
condemnation), such shall constitute a material default by Landlord under Section 14 of this Lease.

21. ENVIRONMENTAL MATTERS.

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant’s employees, agents, customers, visitors, invitees, licensees, contractors, 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 Center 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 Center or the Common Areas.

(b) 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, fine, 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, Center or Common Areas or other violation of laws relating to Hazardous Materials that either exist at the Premises, Center or Common Areas as of the date hereof, or that were caused by Landlord or Landlord’s employees, officers, agents or contractors. 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 Center 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.
(c) **Tenant Indemnity.** Tenant shall indemnify, defend and hold Landlord, Landlord's agents, employees, lenders and ground landlord, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant, or Tenant's employees, officers, agents, contractors, licensees, customers, invitees, visitors, guests, assignees or subtenants (provided, however, that Tenant shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside the Premises). Tenant's obligation shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Tenant, and the cost of investigation, removal, remediation, restoration, and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from Tenant's obligation under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

22. **ESTOPPEL CERTIFICATES.** Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G attached hereto 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 or holder of any mortgage upon Landlord's interest in the Premises.

23. **TENANT IMPROVEMENTS.** As soon as reasonably possible, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith. In addition, Landlord at its own cost shall demise the Premises as shown on Exhibit A attached hereto. The scope of work to demise the Premises is shown on Exhibit E attached hereto.

24. **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 and hereby indemnifies and holds Landlord harmless from any liability or loss arising from any such lien. 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.

25. **SUBORDINATION AND MORTGAGES.**

(a) **Subordination and Non-Disturbance.** Tenant agrees, at Landlord's option, to subdivide this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Center; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit H and provided further that no such subordination shall affect any option to extend the Term of this Lease.

(b) **No Existing Deeds of Trust.** Landlord represents to Tenant that there are no existing deeds of trust affecting the Center as of the date hereof.
(c) **Request for Notice.** Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(d) **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 requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten (10) days beyond the expiration of Landlord's cure period within which to cure such default.

26. **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, at Landlord's option, shall 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).

27. **SIGNAGE.** Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances and Landlord's standard Center signage criteria. Further, all Tenant signage shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

28. **QUIET ENJOYMENT.** So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful 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.

29. **GENERAL.**

(a) **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.

(b) **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.

(c) **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, 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.

(d) **Entire Agreement.** This Lease (and the Landlord’s Work Letter and Supplemental Lease Documents) 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
Center 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.

(e) **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.

(f) **Notices.** All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) **Governing Law and Forum.** 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.

(h) **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.

(i) **Time of Essence.** Time is of the essence for the performance of all of the obligations specified hereunder.

(j) **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) days after written request is made therefore, together with all necessary information.

(k) **Community Business Enterprises.** (Intentionally Deleted)

(l) **Memorandum of Lease.** (Intentionally Deleted)

(m) **ADA Inspection Disclosure.** Landlord hereby advises Tenant that neither the Premises nor the Center have undergone an inspection by a certified access specialist, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Center, as a result of Tenant’s alterations or improvements or business operation, in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

"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.” [Cal. Civ. Code Section 1938(e)].”

Therefore and notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that (a) Tenant may, at its option and at its sole cost, cause a CASp to inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under California law, (b) the parties shall mutually coordinate and reasonably approve of the timing of any such CASp inspection so that Landlord may, at its option, have a representative present during such inspection, and (c) Tenant shall be solely responsible for the cost of any repairs necessary to correct violations of accessibility standards within the Premises related to Tenant’s alterations or improvements or business operations.

(n) Energy Usage Disclosures. Within thirty (30) days after Landlord’s request from time to time, Tenant shall provide to Landlord copies of Tenant’s electricity bills from the electrical utility company serving the Premises and/or, at Landlord’s option, authorize the electrical utility company serving the Premises to release Tenant’s electrical usage consumption data to Landlord, to allow Landlord to see the quantity of electricity consumed in the Premises, and Tenant consents to Landlord’s disclosure to third parties of such electricity consumption data as may be required of Landlord under applicable California law.

30. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. 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 County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegatee (the “Chief Executive Officer”) may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic 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.

31. ACKNOWLEDGMENT BY LANDLORD.

Landlord acknowledges that it is aware of the following provisions:

(a) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord’s provision of the consideration may secure more
favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

(b) Landlord Assignment.

Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (collateralized mortgage backed securities) financing or other traditional real estate financing (including without limitation financing provided by banks, life insurance companies and other financial institutions). However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

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 Basic Rent or any other monies due Landlord by Tenant under this Lease directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

(i) 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, 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.

(ii) 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 the 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 County.

(iii) 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 County may impose damages in an amount equal to the greater of (a) $500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County 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 County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
(iv) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Basic Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(v) Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

(vi) The provisions of this Section 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. IRREVOCABLE OFFER. In consideration for the time and expense that Tenant will invest, 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 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.

33. OPTIONS TO EXTEND.

(a) Terms of Options. Provided that no material default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have two options to renew this Lease for one additional period of five years per option (each an "Option Term").

(b) Exercise of Option. Tenant must exercise its option to extend this Lease, if it elects to do so, by giving Landlord written notice of its intent to do so by Chief Executive Office letter no later than nine (9) months prior to, and no earlier than twelve (12) months prior to, the end of the initial Term or first Option Term, as the case may be.

(c) Terms and Conditions of Option Term. The Option Term shall be on all the terms and conditions of this Lease, except that Basic Rent for each Option Term shall be the rate in effect during the last year of the original Lease Term (or first Option Term, as the case may be), increased to fair market value for comparable office space in comparable buildings in the Santa Fe Springs area by negotiation and mutual agreement of the parties, but not less than the current rent being paid in the last month of the original Term (or first Option Term, as the case may be) in place under the Lease. If Landlord and Tenant are unable to agree, in their respective sole discretion, on the Basic Rent to be paid by Tenant for the Premises during the upcoming Option Term within thirty (30) days following Tenant's exercise of an option, then unless the parties otherwise agree in writing, Tenant's option exercise shall be void and of no
further force or effect, and Tenant may not thereafter exercise any remaining option, and the then initial Term (or first Option Term, as the case may be) shall expire on its scheduled expiration date.

[SIGNATURE PAGE FOLLOWS >>>>>]

25
IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD: GOLDEN SPRINGS DEVELOPMENT COMPANY, LLC, a California limited liability company

By: [Signature]
Name: Barry W. Berket
Its: Manager

By: [Signature]
Name: Moshe J. Sassover
Its: Manager

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

SACHI A. HAMAI
Chief Executive Officer

By: [Signature]
DAVID P. HOWARD
Assistant Chief Executive Officer

Attest:
Dean C. Logan
Registrar-Recorder/County Clerk

By: [Signature]
Deputy

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: [Signature]
Senior Associate
EXHIBIT A
FLOOR PLAN OF PREMISES

Plan may not be accurate or to scale

EXHIBIT A - Page 1
EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS Follows:

A PARCEL OF PARCEL 4, PARCEL MAP 25761, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 292, PAGES 84 AND 87 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXHIBIT C

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated __________, 2018, between County of Los Angeles, a body politic and corporate ("Tenant"), and Golden Springs Development Company, LLC ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the shopping center located at 12610-12622 Leffingwell Avenue and 13238-13248 Imperial Highway, Santa Fe Springs, California 90670 ("Premises").

Landlord and Tenant hereby acknowledge as follows:

(1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on ________________________ ("Possession Date");

(2) Tenant has accepted possession of the Premises and now occupies the same;

(3) The Lease commenced on ________________________ ("Commencement Date");

(4) The Premises contain approximately 2,676 rentable square feet of space;

(5) Basic Rent per Month is presently $5,352.

IN WITNESS WHEREOF, this Memorandum is executed this __ day of __________, 20__.

"Tenant"                                                                 "Landlord"

COUNTY OF LOS ANGELES, a body politic and corporate  Golden Springs Development Company, LLC

By: ____________________________________________
Name: __________________________________________
Its: ____________________________________________

EXHIBIT C - Page 1
EXHIBIT D
CLEANING AND MAINTENANCE SCHEDULE

1. **DAILY** (Monday through Friday)
   Graffiti expunged as needed within two (2) working days after notice by Tenant.

2. **QUARTERLY**
   HVAC units existing as of the Substantial Completion date serviced for preventative maintenance purposes, all filters changed.

3. **ANNUALLY**
   Windows washed as required outside.

4. **AS NEEDED**
   A. 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.
   B. All lawns, shrubbery and foliage on the grounds of the Center 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.

5. **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
LANDLORD'S IMPROVEMENTS

1. Construct full height demising wall.
2. Separate HVAC system serving the Premises from HVAC servicing the balance of the building.
3. Install new conduit for future separation of electrical panel within the Premises from the electrical panel servicing the balance of the building.
EXHIBIT F

LOCATION OF TENANT'S RESERVED PARKING SPACES

Plan may not be accurate or to scale
EXHIBIT G

TENANT ESTOPPEL CERTIFICATE

To: _______________________

Attn: _________________________

Re: Date of Certificate: __________________________

Lease Dated: __________________________

Current Landlord: _______________________

Located at: ____________________________

Premises: _____________________________

Commencement Date of Term: __________________________

Expiration Date: __________________________

Current Basic Rent: _______________________

Basic Rent has been paid through: __________________________

County of Los Angeles ("Tenant") hereby certifies that as of the date hereof:

1. Tenant is the present owner and 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 monthly Basic Rent is set forth above, and the current monthly installment of Tenant's Additional Tenant Improvement Allowance repayment obligation is $______, and the unpaid principal balance of the Additional Tenant Improvement Allowance is $________.

(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. Except as specified in the Lease, Tenant has no option or right to renew, extend or cancel the Lease.

(d) Except as specified in the Lease, Tenant has no option or right to lease additional space in the Premises or Building or to use any parking.

(e) 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).

(f) 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 and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

EXHIBIT G - Page 1
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

AND WHEN RECORDED MAIL TO:
County of Los Angeles
CHIEF EXECUTIVE OFFICE
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

EXHIBIT H

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 politic and corporate ("Tenant"), ________________ ("Borrower") and ________________ ("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 Lease shall be subject and subordinate to the lien of the Deed of Trust and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of the principal sum secured by the Deed of Trust including any interest except that if Tenant is granted any option to extend the term of the Lease, right of first offer to lease additional premises, option to purchase the Property, or right of first option to purchase the Property in the Lease such provisions shall not be affected or diminished by this subordination which is conditioned upon the agreement of Borrower and Lender in section 3 hereof.

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 Transfer of the Property or any 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, or deprive Tenant of any other property rights granted in the Lease.

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; 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; or (c) be bound by any prepayment by Tenant of more than one month’s installment of rent; 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 unless the amendment or modification shall have been approved in writing by the Lender.

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
222 South Hill Street, 3rd 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.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

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

APPROVED AS TO FORM

Mary C. Wickham
County Counsel

By: __________________________

Deputy

By: __________________________

Director of Real Estate

BORROWER:

By: __________________________

Name: __________________________
Title: __________________________

LENDER: [Insert name of Lender],
By: __________________________
LANDLORD'S WORK LETTER

For

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AND AGREEMENT

DEPARTMENT: COUNTY OF LOS ANGELES FIRE DEPARTMENT'S
HEALTH HAZARDOUS MATERIALS DIVISION, as Tenant

LANDLORD: GOLDEN SPRINGS DEVELOPMENT COMPANY, LLC

12610-12622 Leffingwell Road and 13238-13248 Imperial Highway
Santa Fe Springs, California 90670
LANDLORD'S WORK LETTER

This Work Letter supplements the Lease (the "Lease") dated ___________, 2019, executed concurrently herewith, by and between GOLDEN SPRINGS DEVELOPMENT COMPANY, LLC, a California limited liability company ("Landlord"), as Landlord, and COUNTY OF LOS ANGELES ("Tenant" or "County") as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

   (a) Base Tenant Improvement Allowance: Not Applicable

   (b) Additional Tenant Improvement Allowance: $214,080 (i.e., $80 per rentable square foot of the Premises)

   (c) Maximum Change Order Allowance: $53,520 (i.e., $20 per rentable square foot of the Premises)

   (d) Additional Tenant Improvement and Change Order Amortization Rate: 8.5% per annum

   (e) Basic Rent Reduction per $1,000: Not Applicable

   (f) Tenant's Work Letter Representative: Miguel Covarrubias or an assigned staff person of the Chief Executive Office-Real Estate Division

   (g) Landlord's Work Letter Representative: An assigned representative of the Landlord

   (h) Landlord's Address for Work Letter Notice: Golden Springs Development Company, LLC
       13116 Imperial Highway
       Santa Fe Springs, California 90670-4817

   (i) Tenant's Address for Work Letter Notice: Board of Supervisors
       Kenneth Hahn Hall of Administration
2. **Construction of the Center.**

2.1 **Base Building Improvements.** Landlord has constructed or shall construct the base building improvements as a part of the Center described on Addendum A hereto (the "Base Building Improvements"). To the extent that the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below) only to the extent such changes or additions are specifically described in Addendum B hereto.

2.2 **Additional Costs Not Tenant Improvement Costs.**

(a) In the event that the Center as initially constructed does not comply with current applicable life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred had the Center been in compliance with such codes, such costs shall not be included in the calculation of Tenant Improvement Costs as defined below and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA (but without regard to Tenant’s specific use of the Premises) or make existing building systems, including, but not limited to, electrical service and HVAC equipment (but excluding the costs of any requirements of Title 24 of the California Code of Regulations, which shall be included in the calculation of Tenant Improvement Costs), fully operational shall be at Landlord's sole cost and expense. Tenant Improvement Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes"; (ii) fire sprinkler system installation or upgrade; (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere; (iv) utility costs incurred during construction; (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease; or (vi) supervision or overhead costs of Landlord.

(c) Tenant shall be solely responsible for all costs and expenses necessary to increase permitted structural floor loading in order to accommodate Tenant's libraries, file rooms,
unusual live loads and other such uses, though Tenant may utilize the Base Tenant Improvement Allowance or the Additional Tenant Improvement Allowance for its costs incurred in connection therewith.

2.3 **Base Building Plans.** Landlord has delivered to Tenant "as built" plans and specifications for the Premises acceptable to Tenant.

3. **Selection of Architect and Engineer.** Landlord shall promptly solicit at least three proposals from qualified licensed architects ("Architect") and engineering services providers familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings as defined below. The Architect and engineering services providers shall be selected by Landlord subject to Tenant's consent, which consent shall not be unreasonably withheld, and which consent (or refusal to consent for reasonable reasons) shall be granted within three (3) business days after Landlord has submitted the name of the Architect to Tenant together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until the Architect is finally approved by Tenant and written consent has been delivered to and received by Landlord.

4. **Selection of Contractor.** The Final Plans, as defined below, and a proposed construction contract approved by Tenant, shall be submitted to contractors, selected by Landlord and approved by Tenant, sufficient in number so that a minimum of three bids are received. Each approved contractor shall be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements designated on the Final Plans. Landlord and Tenant shall jointly open and review the bids. Landlord and Tenant, after adjustments for inconsistent assumptions, shall select the most qualified bidder offering the lowest price and such contractor ("Contractor") shall enter into a construction contract ("Construction Contract") with Landlord consistent with the terms of the bid to construct the Tenant Improvements.

5. **Preparation of Plans and Specifications and Construction Schedule.**

5.1 **Preparation of Space Plan.** Concurrently with the execution of this Lease, Tenant has submitted to Landlord a space plan and specifications for the Premises showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively the "Space Plan"), which Space Plan is in the form attached hereto as Addendum C.

5.2 **Preparation and Approval of Working Drawings.** Within three (3) business days following the selection of the Architect (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of Working Drawings (the "Working Drawings"), which shall be a logical evolution of the Space Plan, and compatible with the design, construction and equipment of the Center, comply with all applicable laws, be capable of physical measurement and construction, contain all such information as may be required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and contain all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. Landlord and Tenant shall be responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.
5.3 Preparation and Approval of Engineering Drawings. Landlord shall cause the Architect to coordinate all engineering drawings prepared by an engineer selected by Landlord pursuant to Section 3 above (the “Engineer”), showing complete mechanical, electrical, plumbing, and HVAC plans (“Engineering Drawings”) to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant’s review.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has approved the Engineering Drawings, Landlord shall cause the Architect to integrate the approved Working Drawings with the approved Engineering Drawings (collectively "Final Plans") and deliver five sets of the Final Plans to Tenant. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements) and power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements.

5.5 Schedule. Within thirty (30) days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to approval by Tenant which approval shall not be unreasonably withheld, setting forth the dates specific completion of certain project benchmarks including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of construction contract, construction commencement, construction completion, Projected Commencement Date and other similar dates. As the construction continues, Landlord shall amend the schedule from time to time to reflect any changes to the projected dates.

6. Final Construction Budget and Payment of Tenant Construction Costs.

6.1 Construction Budget. Within fifteen (15) days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary budget (the “Preliminary Budget”). Such budget shall be revised into final form within ten (10) days from the date the Contractor is selected and will be referred to herein as the "Final Construction Budget". Tenant shall have five (5) days from the date of receipt of the Final Construction Budget to approve or disapprove the Final Construction Budget. Construction of the Tenant Improvements shall not begin until such time as Tenant indicates its approval or disapproval of the Final Construction Budget or the five (5) day period expires without any response from Tenant. Landlord and Tenant shall review the Space Plan, Working Drawings, Engineering Drawings and Final Plans at their respective sole cost and expense. No fee for Landlord’s profit, overhead or general conditions in connection with the construction of the Tenant Improvements shall be included in the Final Construction Budget unless approved by Tenant.

6.2 Additional Tenant Improvement Allowance. All improvements required by the Final Plans (collectively, the “Tenant Improvements”), shall be at Tenant’s sole cost and expense, subject to Tenant’s right to utilize the Base Tenant Improvement Allowance and the Additional Tenant Improvement Allowance to pay such costs. Costs of Tenant Improvements shall include, without limitation, soft costs (including without limitation the Architect’s and any engineers’ fees and costs), and any other costs designated in writing by Tenant not to exceed, in the aggregate, the sum
of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance and costs of Change Orders, as defined below (collectively "Tenant Improvement Costs"). Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements caused by Landlord’s or the Contractor’s negligence or misconduct (hereafter “Landlord Delay”). It is anticipated that the Tenant Improvement Costs will exceed the Tenant Improvement Allowance, and Tenant’s Chief Executive Office may authorize Landlord to pay the overage in an amount not exceeding the Additional Tenant Improvement Allowance. The Additional Tenant Improvement Allowance shall be repaid by Tenant to Landlord as provided herein.

6.3 Method of Payment. That portion of the Additional Tenant Improvement Allowance used to pay for the Tenant Improvement Costs may, at Tenant’s election, be paid to Landlord either: (i) in a lump sum when the Tenant Improvements are Substantially Complete, or (ii) in equal amortized monthly payments over a period of five (5) years following the date of Substantial Completion at the Tenant Improvement Amortization Rate. Tenant may at any time during the Term prepay Landlord in a lump sum for all or any portion of the Tenant Improvement Costs, amortizing any remaining amount in monthly payments over the then remaining portion of the repayment period at the Tenant Improvement Amortization Rate. Tenant’s monthly installments shall be due and payable concurrently with the monthly Basic Rent, with the first payment due on the first day of the first month following the date the Tenant Improvements are Substantially Complete (but not earlier than the Commencement Date), and any then unpaid portion shall be become immediately due and payable in a lump sum in the event of the termination of the Lease for any reason at any time prior for the first five (5) years of the Term.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly in the Final Plans.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and materials providers providing labor and/or materials for the Tenant Improvements shall be selected only after at least three bids have been solicited from responsible and qualified persons. Landlord shall submit at least three sealed fixed price bids for the construction of the Tenant Improvements to Tenant for its review prior to the award of the Construction Contract. The bids shall be jointly opened and reviewed. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor’s profit and overhead, and project management fees.

(a) Permits. Landlord shall secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans.

(b) Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within fifteen (15) days after issuance of all such necessary permits. Landlord shall commence and, once commenced, shall thereafter diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Force Majeure Delays.

7.3 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant.
(b) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Tenant. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including, but not limited to, all provisions of the Labor Code of the State of California. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements. Particulars of the current Prevailing Wage Scale as approved by the Board of Supervisors which are applicable to the work are filed with the Clerk of the Board of Supervisors and must be posted in the Premises.

7.4 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all field changes, and as a Tenant Improvement Cost, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted on three and one-half inch (3½") 1.4Mb magnetic media diskettes in Auto CAD R 12.dwg (or later version) format or .DXF format, along with one complete set of mylar transparencies of drawings and one complete set of specifications.

8. Change Orders. Tenant and Landlord may make changes, additions, deletions or alterations in the Final Plans ("Change Order") provided both Tenant and Landlord approve such changes in writing. The amount of the Maximum Change Order Allowance set forth in Section 1 has been authorized by the Board of Supervisors of the County to be used to pay the costs of all authorized Change Orders but only the Chief Executive Officer is authorized to approve Change Orders on behalf of Tenant and then only if the aggregate amount of such approved Change Orders does not exceed the Maximum Change Order Allowance. If the cost of the Change Order, when added to the Tenant Improvement Costs, exceeds the total of the Base Tenant Improvement Allowance and the Additional Tenant Improvement Allowance, then Tenant shall pay such excess to Landlord in a lump sum prior to the commencement of the Change Order-related work. Landlord shall submit to the Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer.

9. Furniture Systems. Furniture is not being purchased by Landlord, instead Tenant is installing its own furniture in the Premises from another location, at Tenant’s expense.

10. Tenant Improvement Costs Adjustment and Right to Audit. Within thirty (30) days of a final sign-off by the City of Santa Fe Springs, Landlord shall provide to Tenant a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Tenant to Landlord. Upon approval of the statement by Tenant, payments by either party pursuant to the Lease and this Landlord’s Work Letter shall be adjusted as appropriate, based upon such statement. Tenant shall have the right to audit these costs for a period of six (6) months from the date of acceptance by Tenant of the Premises. In the event the audit shows that Tenant is entitled to a reduction in payments to the Landlord under this Landlord’s Work Letter, Tenant shall provide Landlord with a copy of the audit summary and Landlord, within thirty (30) days, shall
refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be
adjusted as appropriate based upon the audit results.

11. Exclusions. The Tenant Improvement Costs shall not include any costs incurred for
asbestos abatement, fire sprinkler system work outside of the Premises, or conversion of air
conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere;
provided, however, that included in Tenant Improvement Costs shall be the costs of any relocation
of fire sprinkler heads and modifications to the fire sprinkler system necessitated by the Final Plans.
All work for required asbestos abatement or air conditioning system conversion shall be performed
at the sole cost and expense of Landlord.

12. Telephone/Computer Room and Equipment. If included as part of the Final Plans,
Landlord shall complete the telephone equipment room(s) including permanent power and HVAC,
in compliance with the Final Plans, on or before the date of Substantial Completion of the Premises.

13. Delay. If the Premises are not Substantially Complete due to Landlord Delays within 150
days from the Projected Commencement Date, as such date is extended due to Tenant Delays or
Force Majeure Delays as provided in Landlord’s Work Letter, which has been executed
concurrently herewith, Tenant may thereafter, at any time before the Premises are Substantially
Complete, terminate this Lease effective upon the giving of written notice to Landlord and the
parties shall have no further obligations to one another hereunder.

13.1. Tenant Delays and Force Majeure Delays. Except as set forth herein, no delay in the
completion of construction of the Tenant Improvements shall be considered in the determination of
the Commencement Date of the Lease and, except as set forth herein or in the Lease, under no
circumstance shall Tenant be charged with any delay whatsoever as a result of delay in the
construction of Tenant Improvements. Subject to the provisions of Section 13.2, the Projected
Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (i)
Tenant fails or refuses to give authorizations or approvals within the time periods required herein
but only to the extent such delays delay the commencement or completion of construction of the
Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (ii) Substantial Completion of
the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout,
exlosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy,
sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as
"Force Majeure Delay(s)").

13.2. Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have
occurred unless Landlord has provided written notice, within five (5) days of the event giving rise to
such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have
occurred because of actions, inaction or circumstances specified in the notice in reasonable detail.

(b) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be
recognized hereunder only to the extent the same are not concurrent with any other Tenant Delay or
Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant
Delays and four days of Force Majeure Delays which occur during the same ten day period of such
Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the
other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period,
the Projected Commencement Date would be extended by 14 days.
(c) **Change Orders.** Landlord may not claim that a Change Order requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the Change Order authorization.

14. **Default.** Intentionally Deleted

15. **Tenant Remedies.** If the Premises are not Substantially Complete due to Landlord Delays within 150 days from the Projected Commencement Date, as such date is extended due to Tenant Delays or Force Majeure Delays as provided in Landlord's Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Premises are Substantially Complete, Tenant may, at its option:

15.1. Cancel the Lease upon thirty (30) days written notice to Landlord; or

15.2. Upon thirty (30) days written notice to Landlord, assume the responsibility for providing the Tenant Improvements itself. If Tenant elects to provide Tenant Improvements itself, then:

(a). Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Center at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b). Tenant may bill Landlord for its costs to perform the Tenant Improvements, not to exceed the sum of the Additional Tenant Improvement Allowance identified in paragraph 1. (b) of this Landlord Work Letter, less costs expended by Landlord pursuant to this Work Letter to perform Tenant Improvement work (including but not limited to architectural, engineering and permit fees).

16. **Representatives.**

16.1 **Tenant Representative.** Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Landlord's Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.

16.2 **Landlord Representative.** Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Landlord's Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

17. **Elevator Usage During Move-In.** Not Applicable

18. **Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place which is mutually convenient. An initial construction meeting shall be held within five (5) days of the date the Contractor is selected.
19. **Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

LANDLORD:

GOLDEN SPRINGS DEVELOPMENT COMPANY, LLC,
a California limited liability company

By: _________________________
Name: Barry W. Berkett
Title: Manager
Date Signed: 4/24/18

By: _________________________
Name: Moshe J. Sassover
Title: Manager
Date Signed: 4/24/18

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

SACHI A. HAMAI
Chief Executive Officer

By: _________________________
DEAN LEHMAN
Acting Senior Manager, Real Estate Division
ADDENDUM A To Landlord’s Work Letter

BASE BUILDING IMPROVEMENTS

The Center is in existence and Tenant has been advised by Landlord to inspect the Premises and its systems and the Property to determine their adequacy for Tenant’s purposes prior to Tenant’s execution of this Lease.
ADDENDUM B To Landlord’s Work Letter

TENANT IMPROVEMENTS

The Tenant Improvements shall consist of those items shown on the Final Plans, to include (to the extent shown in the Final Plans):

(a) Ceilings and lighting within the Premises;

(b) Floor finish in the Premises;

(c) Interior finishes (i.e., carpet, paint, wall coverings, wood finishes) within the Premises;

(d) Interior partitions, doors and hardware within the Premises;

(e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises, including without limitation HVAC timers that will be installed so as to cause the HVAC system to require manual activation anytime other than the hours of 8 am – 6 pm on weekdays;

(f) Distribution of electrical services, plumbing services and sprinklers within the Premises, and domestic hot water heater and associated hot water piping;

(g) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers; and

(h) Standard electrical capacity.
ADDENDUM C To Landlord’s Work Letter

TENANT’S SPACE PLAN

[See Exhibit A ("Floor Plan of Premises") of Lease]
July 17, 2019

To: Supervisor Janice Hahn, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Kathryn Barger

From: Sachi A. Hamai
Chief Executive Officer

GENDER RESPONSIVE JUSTICE SYSTEM: SECOND STATUS UPDATE ON RE-ESTABLISHING THE GENDER RESPONSIVE ADVISORY COMMITTEE (GRAC) (ITEM NO. 9, AGENDA OF FEBRUARY 12, 2019)

On February 12, 2019, the Board of Supervisors (Board) directed the Chief Executive Officer (CEO), in consultation with the Sheriff, and County Counsel, to reconstitute the GRAC to include County departments whose services could assist women impacted by the criminal justice system, community advocates, and service providers. The Board motion also directed the CEO to engage a consultant(s) to assist with the development and implementation of gender responsive programming within the Sheriff’s existing Century Regional Detention Facility and for the design of a new women’s detention facility(ies).

The attached second quarterly status report is focused on the re-establishment of the GRAC.

The next quarterly Gender Responsive Justice System report will be submitted on October 18, 2019.
If you have any questions, please contact David Turla at (213) 974-1178 or at dturla@ceo.lacounty.gov, or Abbe Land at (213) 974-4532 or at aland@ceo.lacounty.gov.

Attachment

c: Executive Office, Board of Supervisors
   County Counsel
   Sheriff
   Alternate Public Defender
   Children and Family Services
   Health Agency
   Health Services
   Mental Health
   Office of Diversion and Re-entry
   Public Health
   Public Social Services
   Workforce Development, Aging and Community Services

071619.B101231.PS.Gender Responsive 2nd Status.bm.docx
From Roadmap to an Implementation Plan

The GRAC Executive Steering Committee (ESC), comprised of representatives from the Women’s and Girls Initiative, Sheriff Custody, CEO Public Safety, CEO Capital Projects, and County Counsel, have continued to meet to transform the previously reported roadmap into an actual implementation plan. Unless otherwise directed by the Board, the ESC recommends the following GRAC organizational structure and next steps.

GRAC Organizational Structure and Community Stakeholder Representation

The ESC recommends the GRAC's organizational structure be reconstituted as follows:

- The GRAC will continue to serve an advisory role within the County’s criminal justice system to facilitate public meetings, initiate research, identify best practices, and make recommendations to the Board to improve gender responsiveness and affirming programming within the County’s jail system. In addition to topic-specific reports, the GRAC will be required to provide the Board with biannual reports of its activities.

- The GRAC will be comprised of eleven voting members: five Board-appointed community stakeholder representatives and six County departments consisting of the Sheriff, District Attorney, Public Defender, Health Services (including Correctional Health and the Office of Diversion & Reentry), Mental Health, and Public Health who will each appoint a representative. In addition, the Board and departments will each appoint an alternate member to ensure their respective representation at meetings.

- The Sheriff's Director of Gender Responsive Services (Director) and the Executive Director of the Women’s and Girls Initiative (WGI) will be non-voting GRAC Co-Chairs responsible for facilitating meetings and providing insight and input to GRAC discussions but neither will not have the authority to reject any proposals; whereby, only the aforementioned voting members can take action on GRAC matters.

- The Director will also provide administrative staff support to the GRAC, such as preparing the agenda, minutes, meeting logistics, GRAC reports, etc. In addition, the Director will be responsible for implementing Board-Sheriff approved recommendations. Given the administrative support provided by the Director, the GRAC requires no additional officers.

- Finally, the GRAC will be supported by representatives from the various County departments that impact the lives of incarcerated women, as needed.
The ESC has drafted proposed bylaws consistent with the above to provide the GRAC added support to help commence its responsibilities immediately. These proposed bylaws will require adoption by the GRAC.

GRAC Knowledgebase

The ESC identified establishing a foundational knowledgebase and an operational framework for GRAC members as a critical factor in their success. GRAC members need to be cognizant of the complex ecosystem created within the criminal justice system, custody operations, correctional health systems, and gender responsive programs and services; whereupon, a change in one process may have unintended consequences in another seemingly unrelated area.

Upon appointment, each GRAC member will be given the bylaws and a GRAC Member Handbook which includes:

- A summary of current inmate programs and services.
- A summary of prior consultant reports, findings, recommendations, and implementation status.
- A sample inventory of gender-related issues within custody facilities, including programs, services, and facility physical design.
- An overview of the criminal justice system, from arrest, legal proceedings, custody, through to reentry; and
- An overview of Sheriff Custody operations and population statistics. GRAC members will also be required to tour, at a minimum, the Century Regional Detention Facility (CRDF), Men's Central Jail, and Twin Towers within the first 90 days following appointment so they have a practical appreciation of custody operations and inmate conditions.

The first two GRAC meetings will be educational sessions focused on the aforementioned areas. During the third meeting, the Co-Chairs will facilitate the adoption of the bylaws and commence regular business, including identifying and setting priorities. The purpose of conducting the first two kick-off meetings as educational sessions is to ensure all GRAC members have the necessary 1) foundational knowledgebase of gender issues in a custody setting, 2) understanding of their scope of responsibility in order to make an informed decision when adopting the governing bylaws, and 3) background on current custody programs and services and prior reform efforts/consultant recommendations to assist in formulating the GRAC's priorities.

Going forward, we envision the Director will be responsible for providing newly appointed GRAC members with an up-to-date handbook and educational sessions to establish the core knowledge base and to bring them up-to-speed with current GRAC efforts. Finally, the ESC recommends the GRAC include an educational topic as a set item on its regular public meeting agenda and an annual one-day retreat to identify priorities for the year.

Hiring of a Director of Gender Responsive Services

As part of the Fiscal Year 2019-20 Adopted Budget, the Board approved $516,000 to fund the Director of Gender Responsive Services and staff. The Sheriff and the Department
of Human Resources have commenced the process to conduct a national search for the Director.

**Hiring a Consultant for Gender Responsive Program Analysis and Implementation**

The ESC is developing the scope of work for the CEO-contracted gender responsive consultant(s) and is exploring with County Counsel contracting options for hiring the consultant(s).

A consultant will be hired to conduct an assessment of current custody gender operations, identify best practices, and review recommendations from prior consultant studies. The consultant's first deliverable will be to provide the GRAC with a prioritized framework of gender responsive issues within CRDF, such as in-custody gender program and service models, staff training, intake/discharge needs assessments, etc. For the duration of the contract, the consultant will provide the GRAC and the Director with technical assistance.

A consultant(s) will also be hired to work with CEO Capital Projects and the GRAC on gender issues requiring facility/infrastructure improvements, upgrades, modifications at CRDF, and the design of the new women's detention facility(ies).

### Implementation Milestones

The following outlines the tentative target implementation milestones to reconstitute the GRAC, subject to hiring of the consultant:

- **August 2019:**
  - The Board formally appoints the community stakeholders who will be their GRAC Member and GRAC Alternate Member.
  - CEO hire a consultant to conduct an operations assessment and provide recommendations for a GRAC operational framework. The consultant will provide their findings as part of the second GRAC educational meeting.

- **October 10, 2019:** Co-Chairs will facilitate the first of two educational sessions. This meeting will be focused on the GRAC’s roles and responsibilities (bylaws) and the intersection between criminal justice and gender issues.

- **November 14, 2019:** Co-Chairs will facilitate the second GRAC educational meeting focused on recommendations and outcomes of prior consultant reports, prior reform efforts, and current programs, services, and facility conditions.

- **December 12, 2019:** Co-Chairs will facilitate the adoption of the GRAC bylaws, begin identifying priorities, and commence regular business.