



SACHI A. HAMAI  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE:** Wednesday, April 1, 2020  
**TIME:** 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL  
TELECONFERENCE NUMBER: (323) 776-6996 ID: 299030616#**

### **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:  
APPROVE AMENDMENT NUMBER ELEVEN TO AGREEMENT NUMBER 76056  
WITH PENSKE TRUCK LEASING COMPANY L.P. FOR AUTOMOTIVE FLEET  
MANAGEMENT AND MAINTENANCE SERVICES  
Speaker(s): Nancy Ohara and Irma Santana (Sheriff)
  - B.** Board Letter:  
APPROVAL OF MODEL MASTER AGREEMENT FOR TRAILING BLOODHOUND  
CANINE AND HANDLER INVESTIGATIVE SERVICES  
Speaker(s): Arturo Spencer and Angelo Faiella (Sheriff)
  - C.** Board Letter:  
FEASIBILITY STUDY FOR THE PROVISION OF FIRE PROTECTION, PARAMEDIC,  
AND INCIDENTAL SERVICES FOR THE CITY OF LA VERNE BY THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
Speaker(s): Christopher Anderson and Debbie Aguirre (Fire)
  - D.** Board Letter:  
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LOS ANGELES TO  
ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE,  
BUREAU OF JUSTICE ASSISTANCE FOR THE 2018 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT  
Speaker(s): Michael Xie (CEO)
  - E.** Board Letter:  
FOUR-YEAR LEASE SHERIFF'S DEPARTMENT 3055 WILSHIRE BOULEVARD,  
LOS ANGELES  
Speaker(s): Michael Navarro (CEO)

Wednesday, April 1, 2020

- F.** Board Letter:  
FIVE-YEAR LEASE SHERIFF'S DEPARTMENT 901 CORPORATE CENTER DRIVE,  
MONTEREY PARK  
Speaker(s): Michael Navarro (CEO)

**3. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Briefing:  
SHERIFF MITIGATION BRIEFING  
Speaker(s): Conrad Meredith, Bruce Chase and Steve Gross (Sheriff)

**4. PUBLIC COMMENT**  
(2 minutes each speaker)

**5. ADJOURNMENT**

**6. UPCOMING ITEMS:**

- A.** Board Memo:  
ADVANCE NOTIFICATION OF INTENT TO EXTEND THE TERM OF SOLE SOURCE  
CONTRACT WITH SOURCECORP, BPS INC., FOR SUPPORT OF SERVICES OF  
DOCUMENT IMAGING OF PAPER DOCUMENTS FOR ELECTRONIC STORAGE  
Speaker(s): Richard St. Marie (ISAB)
- B.** Board Memo:  
CONSTRUCTION CONTRACT PUBLIC BUILDINGS CORE SERVICE AREA NEW  
FIRE STATION 104 CITY OF SANTA CLARITA APPROPRIATION ADJUSTMENT  
FOR FISCAL YEAR 2019-20 FOR LEASE REVENUE OBLIGATION NOTES SPECS.  
6905; CAPITAL PROJECT NO. 70930  
Speaker(s): Amir Alam (CEO)
- C.** Board Memo:  
EIGHT-YEAR LEASES PUBLIC DEFENDER AND DISTRICT ATTORNEY  
300 SOUTH PARK AVENUE, POMONA  
Speaker(s): Mike Navarro (CEO)

April 14, 2020

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

Dear Supervisors:

**APPROVE AMENDMENT NUMBER ELEVEN TO AGREEMENT  
NUMBER 76056 WITH PENSKE TRUCK LEASING COMPANY, L.P.  
FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval and execution of Amendment Number Eleven (Amendment) to Agreement Number 76056 (Agreement) with Penske Truck Leasing Company, L.P., (Penske), which will extend the term of the current Agreement for automotive fleet management and maintenance services (Services) for one-year, plus up to an additional six-month option in any increment, and increase the rates for Services. This extension period is required to allow for the completion of the solicitation process for a new Services contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with Penske, which will (1) extend the Agreement for an additional one-year period from May 1, 2020, through and including April 30, 2021, plus up to an additional six-month option period in any increment, for a total extension term not to exceed one-year and six-months, (2) increase the annual Fixed-Price portion of the Agreement and increase the Fee-For-Service hourly labor rates.

2. Delegate authority to the Sheriff, or his designee, to execute an Amendment to the Agreement that exercises the extension option if it is in the best interest of the County.

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

Approval of the recommended actions will allow the Department to continue to engage Penske to perform the Services necessary to maintain the Department's fleet of approximately 6,263 vehicles, including any future additions to the fleet. The Amendment will enable the Department to continue providing around the clock service to the residents of the County by ensuring that the Department's automotive fleet is fully maintained and operational.

The proposed Amendment will also allow the Department to complete the Request for Proposals (RFP) solicitation process for a new Services contract. The RFP has been released and the deadline to submit a proposal for the RFP is March 6, 2020.

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

The Services provided under the proposed Amendment support the County's Strategic Plan, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by enabling the Department to provide well-maintained vehicles for Deputy Sheriff personnel to perform their duties in a reliable and secure manner.

### **FISCAL IMPACT/FINANCING**

Funding is included in the Department's Fiscal Year (FY) 2019-20 budget for the anticipated level of Services. The Department will continue to allocate the funds required to continue the Services throughout the duration of the Agreement as extended by the proposed Amendment.

Effective May 1, 2020, the negotiated increase to the Agreement is \$1,252,733 to the Fixed-Price for Services for additional cost increases in salaries, benefits, and parts for the first year; an additional three percent (3%) for the additional six-month option period; and Fee-For-Services hourly labor rates increased as specified in the revised Exhibit C, Pricing Sheet, of the Agreement. Based on the increased costs, the estimated cost for the first year of the Amendment is \$23,845,418.

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

On March 13, 2007, the Board approved the Agreement with Penske to provide the aforementioned Services. On July 6, 2010, Amendment Number One was approved by the Board, adding specific labor rates for Specialized Conversion Outfitting Services, to convert the Department's Mobile Data Terminal equipped vehicles to Mobile Data



Computer-equipped vehicles. Amendment Number One increased the contract sum by approximately \$3,011,310.

On October 2, 2012, Amendment Number Two was approved by the Board extending the Agreement for an additional twelve-months with a 6-month option and increased the Fixed-Price portion of the Agreement by \$565,675. On August 28, 2013, Amendment Number Three was executed to extend the Agreement for its final six-month option through April 30, 2014.

On April 22, 2014, Amendment Number Four was approved by the Board, extending the term of the Agreement for an additional twelve-months from May 1, 2014, through April 30, 2015, and increased the Fixed-Price for Services and the Fee-For-Service hourly labor rates, as well as adding the County-mandated provision regarding Time Off for Voting. The Board requested the Department to report back quarterly on the status of the development of a RFP for a successor agreement to replace the Department's current Agreement with Penske.

On March 31, 2015, Amendment Number Five was approved by the Board, extending the term of the Agreement for an additional one-year with two six-month options from May 1, 2015, through April 30, 2017, and increased the Fixed-Price for Services and the Fee-For-Service hourly labor rates, as well as revising the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants.

On February 29, 2016, Amendment Number Six was executed to extend the Agreement for its first six-month option through October 31, 2016.

On October 12, 2016, Amendment Number Seven was executed to extend the Agreement for its last six-month option through April 30, 2017, and replace and update the County's Living Wage Ordinance requirements.

On April 18, 2017, Amendment Number Eight was approved by the Board, extending the term of the Agreement for an additional one-year period from May 1, 2017, through and including April 30, 2018, plus two additional one-year periods, and increased the Fixed-Price portion and Fee-For-Service hourly labor rates, as well as amended the Termination for Convenience language, added County-mandated provision regarding Compliance with County's Zero Tolerance Human Trafficking, and updated the Performance Requirements Summary Chart.

On April 19, 2018, Amendment Number Nine was executed to extend the Agreement for the first one-year option through April 30, 2019, and update the County-mandated provisions regarding Consideration of Hiring GAIN/GROW Participants and Assignment and Delegation/Mergers of Acquisitions.

The Honorable Board of Supervisors  
April 14, 2020  
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On April 16, 2019, Amendment Number Ten was executed to exercise the final one-year option through April 30, 2020, and add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer; Compliance with the County Policy of Equity; and Compliance with Fair Chance Employment Practices.

A Proposition A cost analysis has been conducted, and the Agreement, together with Amendment Number Eleven, continues to meet Proposition A cost-effectiveness criteria.

Penske is in compliance with all Board, CEO, and Living Wage Program (County Code Chapter 2.201) requirements.

County Counsel has reviewed and approved the Amendment as to form.

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

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

If the Amendment is not approved, the Department will not have vehicle maintenance Services beyond April 30, 2020. This will have an immediate and direct negative impact on the Department's ability to provide required services to the residents of the communities the Department serves.

#### **CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter and two original, executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:MC:mc  
(Fiscal Administration – Contracts Unit)

c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Sachi A. Hamai, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst CEO  
Mary C. Wickham, County Counsel  
Michele Jackson, Principal Deputy County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Bruce D. Chase, Assistant Sheriff  
Mark A. Glatt, Chief, Technology and Support Division  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Judy Anderson, Captain, Communications and Fleet Management Bureau (CFMB)  
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)  
Dave E. Culver, Assistant Director, FAB  
Terumi N. Ohara, Lieutenant, CFMB  
Vanessa C. Chow, Sergeant, ASD  
Irma Santana, Manager, FAB, Contracts Unit  
Adam R. Wright, Deputy, ASD  
Cynthia T. Lopez, Senior Contract Analyst, Contracts Unit  
Heather C. Wahl, Contract Analyst, Contracts Unit  
Larry R. Rottweiler, Contract Program Monitor, CFMB  
(Contracts – Penske 04-14-20)

**AMENDMENT NUMBER ELEVEN  
TO  
AGREEMENT NUMBER 76056  
FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES**

This Amendment Number Eleven to Agreement Number 76056 (Agreement) is entered into by and between the County of Los Angeles (County) and Penske Truck Leasing Co., L.P., (Contractor), effective upon execution by both parties.

- A. WHEREAS, on March 13, 2007, County and Contractor entered into the Agreement with a Commencement Date of May 1, 2007 to provide Automotive Fleet Management and Maintenance Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on July 6, 2010, County and Contractor entered into Amendment Number One to the Agreement to require Specialized Conversion Outfitting Services and to provide specific labor rates for the Specialized Conversion Outfitting services related to the conversion of MDT equipped vehicles to MDC equipped vehicles; and
- C. WHEREAS, on October 2, 2012, County and Contractor entered into Amendment Number Two to the Agreement to extend the Agreement for an additional 12 months with a six-month option (Option Term), and increase the Fixed-Price portion of the Agreement; and
- D. WHEREAS, on August 28, 2013, County and Contractor entered into Amendment Number Three to the Agreement to extend the Agreement for its final six-month option; and
- E. WHEREAS, on April 22, 2014, County and Contractor entered into Amendment Number Four to the Agreement to extend the Agreement for an additional 12 months, increase the Fixed-Price portion of the Agreement, and increase the Fee-For-Service hourly labor rates; and
- F. WHEREAS, on March 31, 2015, County and Contractor entered into Amendment Number Five to the Agreement to extend the Agreement for an additional one year with two six-month options (Option Term), increase the Fixed-Price portion of the Agreement, increase the Fee-For-Service hourly labor rates, and revise County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants; and
- G. WHEREAS, on February 29, 2016, County and Contractor entered into Amendment Number Six to the Agreement to exercise the first six-month option

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AGREEMENT NUMBER 76056  
FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES**

and extend the Agreement from May 1, 2016 through and including October 31, 2016; and

- H. WHEREAS, on October 12, 2016, County and Contractor entered into Amendment Number Seven to the Agreement to exercise the second six-month option and extend the Agreement from November 1, 2016 through and including April 30, 2017, and update the County's Living Wage Ordinance requirements; and
- I. WHEREAS, on April 18, 2017, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Agreement for an additional one-year period from May 1, 2017, through and including April 30, 2018, plus two additional one-year option periods; (2) increase the annual Fixed-Price portion and Fee-For-Service hourly labor rates; (3) amend the Termination for Convenience language to allow for a ninety (90) day termination; (4) add the County-mandated provision regarding Compliance with County's Zero Tolerance Human Trafficking; and (5) update the number of vehicles outfitted per month under the Fixed-Price portion of the Agreement and on the Performance Requirements Summary Chart; and
- J. WHEREAS, on April 19, 2018, County and Contractor entered into Amendment Number Nine to the Agreement to (1) exercise the first one-year option and extend the Agreement from May 1, 2018, through and including April 30, 2019; and (2) update the County-mandated provisions regarding Consideration of Hiring GAIN/GROW Participants; and Assignment and Delegation/Mergers or Acquisitions; and
- K. WHEREAS, on April 16, 2019, County and Contractor entered into Amendment Number Ten to the Agreement to (1) exercise the final one-year option and extend the Agreement from May 1, 2019, through and including April 30, 2020; and (2) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer; Compliance with the County Policy of Equity; and Compliance with Fair Chance Employment Practices; and
- L. WHEREAS, the Agreement currently expires on April 30, 2020; and
- M. WHEREAS, County and Contractor agree to (1) extend the Agreement for an additional one-year period, from May 1, 2020, through and including

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April 30, 2021, plus up to an additional six-month option period, in any increment; (2) increase the annual Fixed-Price portion and Fee-For-Service hourly labor rates; and (3) update the procedure for Contractor to out-source services.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated as part of the Agreement, the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Agreement as follows:

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through April 30, 2021:
  - 7.1 The Term of the Agreement shall be from March 13, 2007 through April 30, 2021, unless sooner terminated or extended, in whole or in part, as provided herein.
  - 7.2 County shall have the sole discretion to extend the Term of this Agreement for up to an additional six-month option period, in any increment. Any such extension shall be in the form of a written Amendment to this Agreement executed by both Sheriff and Contractor. As used herein, the "Term" shall mean the initial term and, if extended, the Option Term, as the case may be.
  - 7.3 County shall provide Contractor with a written notice of its election to extend or not to extend the Term of the Agreement at least ninety (90) calendar days prior to the end of the then-current period.
  - 7.4 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.
  - 7.5 Contractor shall notify the County Project Director and County Project Manager when the Agreement is within six (6) months from the expiration of the Term of the Agreement as provided for hereinabove.

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FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES**

2. Section O (Service Requirements), Section O.1.f, only of Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced as follows to update the procedure for Contractor to out-source services:  
  
O.1.f Contractor may obtain local vendor agreements for specialized services in this category for Fixed Price equipment and Fee-for-Service category equipment that are recommended by Contractor as "more efficiently provided" and/or specialty services that may need to be out-sourced by the maintenance Contractor, when individually justified and approved by the County Project Manager. (See Paragraph 1.0, Subcontracting of Exhibit A, Additional Terms and Conditions.) These services include, but are not limited to, the certification of man-lifts, truck booms, and tankers, the repair of electric material-handling equipment, man-lifts, truck booms, tankers, winches, fiberglass components, hydraulic cylinders, diesel engine fuel injectors, RV trailers, engine, transmission, and differential overhaul, tire repair for specialized off-highway and heavy equipment, bus accident repair, custom wood or metal fabrication/installation at outside vendors, and other specialty/non-standard services, when approved by the County's Project Manager or his/her designee. Contractor is responsible for the quality, and completeness of the repairs performed by vendors and subcontractors. Contractor is also responsible for the Agreement required repair times, and if Fee-for-Service, Contractor shall obtain prior written approval for such work from County Project Manager or designee and invoice County at Contractor's actual cost, in accordance with this Agreement, to include, but not limited to Motor Labor Guide, CCC Crash/Body and Painting Estimating System, and Genesis Frame Measuring System time estimates.
3. Exhibit C (Pricing Sheet) of the Agreement is deleted in its entirety and replaced with the attached revised Exhibit C (Pricing Sheet), effective May 1, 2020, to a) increase the annual Fixed-Price portion of the Agreement by \$1,252,733, and increase the six-month option period by an additional three percent; and b) increase the Fee-For-Service hourly labor rates as specified, which includes a three percent increase for the six-month option period, except for the Specialized Conversion Outfitting Hourly Rates and the Paint Mechanic costs which will remain unchanged as stated in the revised Exhibit C (Pricing Sheet).
4. Contractor represents and warrants that the person executing this Amendment Number Eleven for Contractor is an authorized agent who has actual authority to

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TO  
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FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES**

bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

5. Except as expressly provided in this Amendment Number Eleven, all other provisions, terms, and conditions of the Agreement will remain the same and in full force and effect.

DRAFT



**AMENDMENT NUMBER ELEVEN  
TO  
AGREEMENT NUMBER 76056  
FOR AUTOMOTIVE FLEET MANAGEMENT AND MAINTENANCE SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Eleven to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Eleven, or caused it to be executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors

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

PENSKE TRUCK LEASING CO., L.P.

Signed: Arthur Narmi

Printed: ARTHUR NARMI

Title: AREA VICE PRESIDENT

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By: Michele Jackson  
Michele Jackson  
Principal Deputy County Counsel

**EXHIBIT C**  
**PRICING SHEET**

**Amended and Restated Under Amendment Number Eleven**

**A. FIXED PRICE FOR FLEET MAINTENANCE**

Effective May 1, 2020, the Contractor's annual price for Fixed-Price services is **\$18,541,142** for the Adjusted Fleet size of 4,832 units, refer to Table A.2 of this section for the adjusted quantities for Groups 1, 2, and 3.

Contractor shall invoice County one-twelfth of the annual Fixed-Price portion of the Agreement in arrears on a monthly basis, beginning thirty (30) days after the commencement date. This base price, per unit increases and/or decreases, and Fee-for-Service labor rates may be adjusted as described in the Agreement, Paragraph 8, Prices and Fees.

**Effective May 1, 2020 through April 30, 2021**

Contractor's annual price for Fixed-Price services of the **Base Fleet size of 4,216 units**, is **\$16,911,894**. The Fixed-Price Base Fleet size is comprised of the quantities specified in Groups 1, 2, and 3 in Table A.1 below. This will remain as the set price and set fleet size from which all **future** Fixed-Price adjustments will be made.

**Six-month Option Term (if applicable)**

**Effective May 1, 2021 through October 31, 2021**

Contractor's six-month price for Fixed-Price services of the **Base Fleet Size of 4,216 units** is **\$8,709,625**. The Fixed-Price Base Fleet size is comprised of the quantities specified in Groups 1, 2, and 3 in Table A.1 below. This will remain as the set price and set fleet size from which all **future** Fixed-Price adjustments will be made.

Month to month extensions will be at the price of the Agreement at the time the extension is exercised.

Contractor shall invoice County one-sixth of the six-month Fixed-Price portion of the Agreement in arrears on a monthly basis. This base price, per unit increases and/or decreases, and Fee-for-Service labor rates may be adjusted as described in the Agreement, Paragraph 8, Prices and Fees.

**A.1 FIXED PRICE BASE FLEET**

<b>FIXED PRICE BASE FLEET SIZE</b>	<b>NUMBER OF UNITS</b>
<b>1</b> - Non-emergency sedans, trucks, vans, and other vehicles/equipment with a GVW rating of 10,000 lbs. or less, and all on-road trailers	<b>2,300</b>
<b>2</b> - Emergency Patrol/Rescue Sedans, trucks, and vans with a GVW rating of 10,000 lbs. or less, and On-road motorcycles, Off-road motorcycles, and ATV's,	<b>1,677</b>
<b>3</b> - Trucks, buses, and other vehicles/equipment with a GVW rating of 10,001 lbs. or higher	<b>239</b>
<b>TOTAL</b>	<b>4,216</b>

**A.2 ADJUSTED FLEET SIZE FROM TABLE A.1 - FIXED PRICE BASE FLEET (EFFECTIVE 03/02/2020)**

<b>ADJUSTED FLEET SIZE</b>	<b>CHANGE MADE</b>	<b>ADJUSTED NUMBER OF UNITS</b>
<b>Group 1</b> - Non-emergency sedans, trucks, vans, and other vehicles/equipment with a GVW rating of 10,000 lbs. or less and all on-road trailers	<b>+295</b>	<b>2,595</b>
<b>Group 2</b> - Emergency Patrol/Rescue Sedans, trucks, and vans with a GVW rating of 10,000 lbs. Or less, and On-road motorcycles, Off-road motorcycles, and ATV's	<b>+228</b>	<b>1,905</b>
<b>Group 3</b> - Trucks, buses, and other vehicles/equipment with a GVW rating of 10,001 lbs or higher	<b>+93</b>	<b>332</b>
<b>TOTAL</b>		<b>4,832</b>

## B. ADJUSTMENTS TO BASE FLEET FIXED PRICE AMOUNT

### B.1 CHANGE IN FLEET SIZE

PRICE COMPONENT	PER UNIT PRICE
1 - Non-emergency sedans, trucks, vans, and other vehicles/equipment with a GVW rating of 10,000 lbs. or less, and all on-road trailers	\$1,310
2 - Emergency Patrol/Rescue Sedans, trucks, and vans with a GVW rating of 10,000 lbs. or less, and On-road motorcycles, Off-road motorcycles, and ATV's	\$2,739
3 - Trucks, buses, and other vehicles/equipment with a GVW rating of 10,001 lbs. or higher	\$5,954

The current equipment type numbers of vehicles/equipment assigned to each group are as follows:

**Group 1:** 4, 7, 10, 11, 13, 25, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 55, 58, 61, 64, 67, 70, 71, 73, 80, 91, 92, 93, 94, 95, 96, and 98

**Group 2:** 1, 2, 8, 9, 15, 16, 19, 20, 21, 22, 23, 24, 26, 27, 28, 42, and 97

**Group 3:** 3, 5, 6, 29, 30, 31, 34, 37, 66, 68, 69, 72, 74, 75, 76, 79, 82, 85, 86, 87, 88 and 90

The description of each of the equipment type numbers is shown in Exhibit B, Statement of Work, Attachment 7. Additional equipment type numbers may be added during the course of this Agreement by the County Project Manager or his/her designee, as needed, and in accordance with the Price Component descriptions for Groups 1, 2, and 3 listed above.

The per unit prices for Group 1, Group 2, and Group 3 units are applicable for each vehicle or piece of equipment added to or deleted from the Fixed Price fleet, regardless of where the unit is allocated or assigned. The adjustment amount for the increases or decreases to the Fleet Base Price, which was confirmed at Agreement signing, shall be calculated based on per unit prices and shall be added to the annual fixed price in the manner set forth below. An initial Fixed Price fleet size adjustment from the **Base Fleet Size of 4,216 units** will be made within the first (5) business days of Agreement start, and will be effective as of the first day of the Agreement. Additionally, Fixed Price fleet size adjustments shall be made semi-annually, effective the first of the month every six (6) months thereafter. Interim Fixed Price fleet size adjustments may be made, when requested in writing by Contractor or by County, when increases or decreases equating to \$60,000 annually occur within a semi-annual period. The interim price adjustment shall become effective for the first whole month following the date the increase/decrease is approved by the County Project Manager or his/her designee, and shall remain effective until the next adjustment is made. Changes in the CPI and/or the average salary movement granted to County employees will be applied to these Change in Fleet Size rates as specified in the Agreement, Paragraph 8, Prices and Fees.

Any vehicle or piece of equipment found, during a fleet inventory review, to be an exception to its group assignment by equipment type, i.e. incorrectly assigned, or any vehicle and/or piece of equipment/attached refrigeration units, will be assigned to the correct group at that time. The fleet size adjustment price for any unit, when removed, corrected, and/or added to the fleet, will be according to its correct group assignment, and shall become effective for the first whole month following the date the adjustment is approved. Any and all fleet size adjustments, corrections, and/or additions must be approved by the County Project Manager or his/her designee.

## **B.2 FIXED PRICE CHANGE FOR MINIMUM STAFFING INCREASE/DECREASE**

The Contractor's price for Fixed-Price services shall be adjusted for increases or decreases in the Agreement mandated Minimum Staffing level, when required by County. This shall be accomplished through the Change Order process, as specified in Section 6.0 of the Agreement. An addition or reduction of journeyman vehicle, equipment, body/fender mechanics, or automotive painters, above or below the total minimum staffing requirement of ninety-eight (98) personnel in these job classifications, as specified in Exhibit B, Attachment 3, Repair Locations/Minimum Staffing, shall increase or decrease the Contractor's Base Price for Fixed-Price services by **\$64,584** annually per minimum staff employee. One example would be if the Department should open a new repair facility, and the County Project Manager determines that this requires an additional minimum staff mechanic, and not just the transfer of existing personnel. This would require an increase in the Contractor's Base Price for Fixed-Price services. Conversely, should the Department close a repair facility or require less minimum staff due to fewer contract cities, etc., and the County Project Manager determines that this requires a reduction of minimum staff mechanics, this would require a decrease in the Contractor's Base Price for Fixed-Price services. Change in the CPI and/or the average salary movement granted to County employees will also be applied to this rate, in accordance with the Agreement, Paragraph 8, Prices and Fees.

## **C. FEE-FOR-SERVICE HOURLY LABOR RATES**

The following hourly labor rates shall apply to Fee-for-Service charges, in accordance with Section VV of Exhibit B, Statement of Work.

**Effective May 1, 2020 through April 30, 2021**

<b>CATEGORY</b>	<b>HOURLY LABOR RATE</b>	<b>OVERTIME HOURLY LABOR RATE</b>
Light and Medium vehicle, trailer, and Boat Mechanical Repair, Outfitting, and Preparation for Disposal	<b>\$ 61.61</b>	<b>\$ 77.01</b>
Heavy Vehicle Mechanical Repair, Outfitting, and Preparation for Disposal	<b>\$ 78.94</b>	<b>\$ 98.68</b>

Mechanical Repair and Body Repair/Painting of Off Highway and Auxiliary Equipment	\$ 78.94	\$ 98.68
Mechanical Repair and Body Repair/Painting of On-road motorcycles, Off-road motorcycles, and ATV's	\$ 63.12	\$ 78.88
Body Repair/Painting Light and Medium vehicles and Boats	\$ 63.12	\$ 78.88
Body Repair/Painting Heavy Vehicle, Semi-Trailer and Bus	\$ 78.94	\$ 98.68
Specialized Conversion Outfitting for Light, Medium, and Heavy Vehicles, Semi-Trailers, and Buses * Specifically for converting Mobile Data Terminal equipped vehicles to Mobile Data Computer equipped vehicles and updating all associated equipment (refer to Section V V.1.p)	\$ 95.00	\$ 95.00

**Six-month Option Term (if applicable)**  
**Effective May 1, 2021 through October 31, 2021**

CATEGORY	HOURLY LABOR RATE	OVERTIME HOURLY LABOR RATE
Light and Medium vehicle, trailer, and Boat Mechanical Repair, Outfitting, and Preparation for Disposal	\$ 63.46	\$ 79.32
Heavy Vehicle Mechanical Repair, Outfitting, and Preparation for Disposal	\$ 81.31	\$ 101.64
Mechanical Repair and Body Repair/Painting of Off Highway and Auxiliary Equipment	\$ 81.31	\$ 101.64
Mechanical Repair and Body Repair/Painting of On-road motorcycles, Off-road motorcycles, and ATV's	\$ 65.00	\$ 81.26

Body Repair/Painting Light and Medium vehicles and Boats	\$ 65.00	\$ 81.26
Body Repair/Painting Heavy Vehicle, Semi-Trailer and Bus	\$ 81.31	\$ 101.64
Specialized Conversion Outfitting for Light, Medium, and Heavy Vehicles, Semi-Trailers, and Buses * Specifically for converting Mobile Data Terminal equipped vehicles to Mobile Data Computer equipped vehicles and updating all associated equipment (refer to Section V V.1.p)	\$ 95.00	\$ 95.00

#### **D. FEE-FOR-SERVICE PAINT MATERIAL COSTS**

The following price per estimated paint hour rates shall apply to accident repair Fee-for Service charges, in accordance with Section VV of Exhibit B, Statement of Work. Increases in the CPI or the average salary movement granted to County employees as specified in the Agreement Paragraph 8, Prices and Fees, will be applied to these rates in accordance with the same schedule of rate increases. Inordinate changes in auto and truck paint material costs, due to environmental and/or market price mandates, may justify interim rate changes, when documented by Contractor, and approved by the County Project Manager and described in Paragraph 8 of the Agreement.

<b>CATEGORY</b>	<b>COST PER ESTIMATED PAINT HOUR</b>
<b>Single Stage Paint Rate</b>	<b>\$ 31.13</b>
<b>Multiple Stage Paint Rate</b>	<b>\$ 53.78</b>

April 14, 2020

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

Dear Supervisors:

**APPROVAL OF MODEL MASTER AGREEMENT FOR TRAILING  
BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval of a Model Master Agreement (Model Agreement) for Trailing Bloodhound Canine and Handler Investigative Services (Services) by independent contractors on an as-needed basis for the Department's Homicide Bureau.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached Model Agreement for a term of five years from April 19, 2020, through and including April 18, 2025, with an option to extend for five additional one-year periods, for a total Model Agreement term not to exceed ten years.
2. Delegate authority to the Sheriff, or his designee, to execute Master Agreements (Agreements) substantially similar to the attached Model Agreement with qualified contractors commencing April 18, 2025, or upon execution by the Sheriff, whichever is later, and terminating April 18, 2025, with five additional one-year option periods, to meet the needs of the Department, provided sufficient funding is available.
3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Orders to the Agreements as set forth throughout the Model Agreement,



including Amendments and Change Orders to; (1) effectuate modifications which do not materially affect any term of the Agreements; (2) add new or revised standard County contract provisions adopted by the Board as required periodically; (3) exercise the option term extensions; (4) effectuate any Cost of Living Adjustment as provided for in the Agreements; (5) effectuate any mileage reimbursement rate modification to the Agreements, as published by the County Auditor-Controller, which would also be applicable to County employees; (6) effectuate the assignment and delegation/mergers or acquisitions provision; and (7) terminate the Agreements, either in whole or in part, by provision of a ten-day advanced written notice.

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

The purpose of the recommended action is to provide the Department with a pool of readily available qualified contractors to provide scent-trailing/tracking canines and handlers for conducting scent-specific searches for victims, suspects and/or evidence based on a scent source and/or evidence left behind at crime scenes throughout Los Angeles County, and to make court appearances when required.

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

The recommended services support the County's Strategic Goal No.1, Operational Effectiveness, and Strategic Goal No. 5, Public Safety, by enabling the Department to provide additional law enforcement investigative services for the community through the use of canines and their handlers.

### **FISCAL IMPACT/FINANCING**

The estimated annual cost for this Service is approximately \$30,000. Actual expenditures will be incurred solely on an as-needed basis.

The Department has identified funding in the amount of \$50,000 in Fiscal Year (FY) 2020-21 operating budget and will continue to allocate funds required to continue these services throughout the term of the Model Agreement.

The total amount paid under this Model Agreement is dependent on the Services needed by the Department. Payment for work is based on a fixed rate of \$125.00 per hour for field services, and \$62.50 per hour for court appearances. In no event shall the annual contract sum for all Agreements combined exceed the sum allocated in any particular FY operating budget.

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

The current Model Agreement was approved by the Board on February 17, 2015. The Department has two Agreements that will expire on April 18, 2020.

The attached Model Agreement was determined to be a Non-Proposition A Agreement as the described Services are highly specialized, and required on an as-needed basis. Therefore, the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

All Contractors will be required to comply with all Board and Chief Executive Office requirements, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy for Human Trafficking, Fair Chance Employment, and Policy of Equity.

The Model Agreement has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On January 10, 2020, the Department issued a Request for Statement of Qualifications (RFSQ) for Services. The RFSQ solicitation was posted on the County's and Department's websites, with an initial closing date of February 14, 2020.

The RFSQ will remain open until the needs of the Department are met.

Upon the Board's approval, the Sheriff will execute Agreements with all qualified vendors.

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

Approval of this action will provide the Department with the means to track persons and to locate evidence based on a human scent trail, thus increasing the efficiency and effectiveness of law enforcement services provided to residents of Los Angeles County.

The Honorable Board of Supervisors  
April 14, 2020  
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**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Model Agreement to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

DRAFT

AV:GF:gf  
(Fiscal Administration Bureau-Contracts Unit)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Sachi A. Hamai, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Mary C. Wickham, County Counsel  
Michele Jackson, Principal Deputy County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
John P. Burcher, A/Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Patrick A. Nelson, Chief, Detective Division  
Glen C. Joe, Assistant Division Director, ASD  
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)  
Kent A. Wegener, Captain, Homicide Bureau  
David E. Culver, Assistant Director, FAB  
Chris M. Kusayanagi, Lieutenant, Homicide Bureau  
Vanessa C. Chow, Sergeant, ASD  
Angelo Faiella, Manager, FAB, Contracts Unit  
Arturo R. Spencer, Sergeant, Homicide Bureau  
Adam R. Wright, Deputy, ASD  
Alejandra Madera, Senior Contracts Analyst, FAB, Contracts Unit  
Gabriela Frierson, Assistant Contracts Analyst, FAB, Contracts Unit  
(Contracts – Trailing Bloodhound Canine 04-14-20)

# **MODEL MASTER AGREEMENT**



## **MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE  
SERVICES**

**MODEL MASTER AGREEMENT  
FOR  
TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES  
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## **ATTACHMENTS**

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REPORT

## **EXHIBITS**

EXHIBIT A County's Administration

EXHIBIT B Contractor's Administration

EXHIBIT C Contractor's EEO Certification

EXHIBIT D Jury Service Ordinance

EXHIBIT E Safely Surrendered Baby Law

EXHIBIT F Rate of Compensation

EXHIBIT G1 Certification of Employee Status

EXHIBIT G2 Certification of No Conflict of Interest

EXHIBIT G3 Contractor Acknowledgement and Confidentiality Agreement

EXHIBIT G4 Contractor Employee Acknowledgement and Confidentiality Agreement

EXHIBIT G5 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

EXHIBIT H Invoice Discrepancy Report

**MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE  
SERVICES**

This Master Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Los Angeles (County) and \_\_\_\_\_, (Contractor) to provide Trailing Bloodhound Canine and Handler Investigative Services.

**RECITALS**

WHEREAS, the County may contract with private businesses for Trailing Bloodhound Canine and Handler Investigative Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Trailing Bloodhound Canine and Handler Investigative Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the County Board of Supervisors to contract for special services; and

WHEREAS, the County Board of Supervisors has authorized the Sheriff of the County of Los Angeles or his designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Attachments 1, 1A, 1B, 1C, and Exhibits A, B, C, D, E, F, G1, G2, G3, G4, G5, and H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Attachments/Exhibits, or between

Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Master Agreement and then to the Attachments/Exhibits according to the following priority:

**Attachments:**

- 1.1 Attachment 1 Statement of Work (SOW)
- 1.2 Attachment 1A Contract Discrepancy Report
- 1.3 Attachment 1B Timecard/Mileage Log
- 1.4 Attachment 1C Canine Response Work Order and Disposition Report

**Standard Exhibits:**

- 1.5 Exhibit A County's Administration
- 1.6 Exhibit B Contractor's Administration
- 1.7 Exhibit C Contractor's EEO Certification
- 1.8 Exhibit D Jury Service Ordinance
- 1.9 Exhibit E Safely Surrendered Baby Law
- 1.10 Exhibit F Rate of Compensation
- 1.11 Exhibit G1 Certification of Employee Status
- 1.12 Exhibit G2 Certification of No Conflict of Interest
- 1.13 Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
- 1.14 Exhibit G4 Contractor Employee Acknowledgement and Confidentiality Agreement
- 1.15 Exhibit G5 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.16 Exhibit H Invoice Discrepancy Report

This Master Agreement, including its Attachments and Exhibits, constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** means a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Amendment:** has the meaning set forth in Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement.
- 2.3 Business Day(s):** means Monday through Friday, excluding County observed holidays.
- 2.4 Change Order:** has the meaning set forth in Paragraph 8.1 (Change Order and Amendments) of this Master Agreement.
- 2.5 Canine Response Work Order and Disposition Report:** means the Canine Response Work Order and Disposition Report, attached as Attachment 1C of this Master Agreement.
- 2.6 Contract Discrepancy Report:** has the meaning set forth in Paragraph 7.2 (Contract Discrepancy) of Attachment 1 (Statement of Work) of this Master Agreement.
- 2.7 Contractor:** has the meaning set forth in the preamble.
- 2.8 Contractor Project Manager:** means the individual designated by the Contractor to administer this Master Agreement operations after the Master Agreement award, as further described in Paragraph 7.1 (Contractor Project Manager) of this Master Agreement.
- 2.9 County:** County of Los Angeles.
- 2.10 County Project Director:** means the person designated by the Sheriff with authority to make and approve all Work Order solicitations and executions to Active Contractor.
- 2.11 County Project Manager:** means the person designated as chief contact person with respect to the day-to-day administration of this Master Agreement, as further described in Paragraph 6.2 (County Project Manager) of this Master Agreement.
- 2.12 Fiscal Year:** means the twelve month period beginning July 1st and ending the following June 30th.
- 2.13 Master Agreement:** means the County's standard agreement executed between County and individual Contractors. It sets forth

the terms and conditions for the issuance and performance of, and otherwise governs, all services provided under this Master Agreement.

- 2.14 Qualified Contractor:** means a Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the Minimum Mandatory Qualifications listed in the RFSQ, and has an executed Master Agreement with the Sheriff's Department.
- 2.15 Request for Statement of Qualifications (RFSQ):** means a solicitation based on establishing a pool of Qualified Contractors to provide services through Master Agreements.
- 2.16 Sheriff:** means the elected official who is the Sheriff of the County of Los Angeles.
- 2.17 Statement of Qualifications (SOQ):** means a Contractor's response to an RFSQ.
- 2.18 Statement of Work (SOW):** means the Statement of Work, attached as Attachment 1 (Statement of Work) to this Master Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.19 Work:** means any and all tasks, subtasks, deliverables, and goods, and other services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully-executed Change Orders and Amendments hereto.
- 2.20 Work Order:** means a subordinate agreement in the form of Attachment 1C (Canine Response Work Order and Disposition Report) executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provisions of deliverables as described in the Work Order and in accordance with Attachment 1 (Statement of Work) of this Master Agreement. County will assign the Work Orders on a rotational basis. No Work shall be performed by Contractor except in accordance with the validly executed Work Order. All executed Work Orders under this Master Agreement are incorporated herein as Attachment 1C (Canine Response Work Order and Disposition Report) and made part of this Master Agreement.

### **3.0 WORK**

- 3.1** It is the intent of the County to issue Work Orders on a rotational basis, as needed. The Work Order shall be in the form of Attachment 1C (Canine Response Work Order and Disposition Report) to Attachment 1 (Statement of Work) of this Master Agreement. The County reserves the right to assign Work outside of

rotation based on geographic location, a specific language need, or where Work is needed on an expedited basis.

Contractor shall fully and timely perform and provide all services and other Work, as specified in Attachment 1 (Statement of Work) and all other Work under this Master Agreement, including pursuant to an executed Change Order or Amendment, in accordance with the terms and conditions of this Master Agreement.

- 3.2 Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement is payable in arrears on an hourly basis, in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum).
- 3.3 As further described in Section 2.0 (Specific Work Requirements) of Attachment 1 (Statement of Work) of this Master Agreement, Contractor shall receive a telephone call from the County Project Director, or designee, to report to a specific location, and Contractor must report as soon as possible. If Contractor is requested to report to a specific location by someone other than the County Project Director, or designee, Contractor must first get approval from the County Project Director, or designee, before reporting to the location.
- 3.4 For each time services are provided, Contractor must have the Timecard/Mileage Log, approved and signed by the Incident Commander at the scene, the Department Supervisor, or the Deputy District Attorney, as applicable. The Timecard/Mileage Log must include the printed name and signature of the Incident Commander at the scene, the LASD Supervisor, or the Deputy District Attorney, as applicable, and the time period Contractor was at the call out or court appearance, in addition to all other information required on Attachment 1B (Timecard/Mileage Log) to Attachment 1 (Statement of Work) of this Master Agreement.
- 3.5 All such Work must be provided solely as in accordance with a fully executed Work Order, and must receive the written approval of County Project Director and/or County Project Manager, or designee, in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from the County Project Director, or designee, of such Work.
- 3.6 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Master Agreement, these shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 The term of this Master Agreement shall commence April 19, 2020, and shall terminate on April 18, 2025, unless terminated earlier, in whole or in part, as provided in this Master Agreement.
- 4.2 The County shall have the sole option, to extend this Master Agreement term for up to five additional one year periods, for a maximum total Master Agreement term not to exceed ten years. Each such extension shall be exercised at the sole discretion of the Sheriff or his designee as authorized by the County Board of Supervisors.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.4 Contractor shall notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Sheriff's Department at the address herein provided in Exhibit A (County's Administration) of this Master Agreement.

#### **5.0 CONTRACT SUM**

The prices and fees for this Master Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services, and any other Work required under this Master Agreement and any fully executed Work Order, in accordance with Exhibit F (Rate of Compensation) of this Master Agreement. Contractor shall not be entitled to any payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement and pursuant to any fully executed Work Order of this Master Agreement.

- 5.1 Contractor shall be paid on an hourly basis for Work performed pursuant to a fully executed Work Order at the hourly rate set forth in Exhibit F (Rate of Compensation) of this Master Agreement. The hourly rate shall be firm and fixed for the term of this Master Agreement.
- 5.2 Notwithstanding the above, County may, in its sole discretion, make a one-time adjustment to the hourly rates in Exhibit F (Rate of Compensation) based on the prior five-year average published percentage changes in the U.S. Department of Labor, Bureau of Labor Statistic's Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area. However, any increase shall not exceed the general salary movement granted to County employees

as determined by the Chief Executive Officer for the prior five-year period. Furthermore, should fiscal circumstances ultimately prevent the County Board from approving any increase in County employee salaries, no adjustment will be granted. Further, before any adjustment increase shall take effect and become part of this Master Agreement, it shall first require a written Amendment to this Master Agreement that has been formally approved and executed by the parties.

5.3 In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures"), either expressly or by implication, shall not exceed the sum allocated in that fiscal year's budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Master Agreement is the Contract Sum.

5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.5 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.6 **Invoices and Payments**

5.6.1 General

Contractor shall be paid monthly in arrears. Contractor's invoice shall be submitted to County by the fifteenth calendar day of the month following the month in which services were provided.



County will submit payment to Contractor within thirty calendar days after a correct invoice has been approved for payment by the County Project Manager, or designee.

#### 5.6.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Director or County Project Manager, or designee, as evidenced by the County Project Director's or County Project Manager's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

#### 5.6.3 Detail

Each invoice submitted by Contractor shall include but shall not be limited to:

- A complete description of the tasks, services, or other Work performed in accordance with Attachment 1 (Statement of Work) and Attachment 1C (Canine Response Work Order and Disposition Report) of this Master Agreement for which payment is claimed.

Contractor shall prepare invoice format and content in the following manner: Each invoice shall also include the following:

- Contractor Name, Address, Phone Number;
- County Master Agreement Number;
- Billing Date;
- Billing Period;
- Attachment 1B (Timecard/Mileage Log) to Attachment 1 (Statement of Work) of this Master Agreement;
- Printed name and signature of Incident Commander, LASD Supervisor, or Deputy District Attorney;
- Invoice Number;
- Dates of service provided;
- Total charges billed in accordance with Exhibit F (Rate of Compensation) of this Master Agreement;
- Copy of subpoena (if applicable); and
- Attachment 1C (Canine Response Work Order and Disposition Report).

#### 5.6.4 Submission of Invoices

Contractor shall submit an original and one copy of each invoice and a copy of the corresponding Attachment 1B (Timecard/Mileage Log) and 1C (Canine Response Work Order and Disposition Report) to Attachment 1 (Statement of Work) of this Master Agreement to:

Los Angeles County Sheriff's Department  
Homicide Bureau  
1 Cupania Circle  
Monterey Park, California 91755  
Attention: Sergeant Art Spencer

Copy to: Los Angeles County Sheriff's Department  
Accounts Payable Section-Contracts Billing  
211 W. Temple Street, 5<sup>th</sup> Floor  
Los Angeles, California 90012

#### 5.6.5 No Out-of-Pocket Expenses

With the exception of the approved expenses listed in Exhibit F (Rate of Compensation) of this Master Agreement, Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

#### 5.6.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

#### 5.6.7 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or inequity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

#### 5.6.8 Invoice Discrepancy Report

The County Project Manager, or designee, shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report or IDR to Contractor within ten Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager, or designee, a written explanation detailing the basis for the charges within ten

Business Days of receipt of the IDR from the County Project Manager, or designee. If the County Project Manager, or designee, does not receive a written response from Contractor within ten Business Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing shall preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the term of this Master Agreement. A sample of the IDR form is attached as Exhibit H (Invoice Discrepancy Report) of this Master Agreement.

**5.6.9 Local Small Business Enterprises – Prompt Payment Program** (if applicable)

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen calendar days after receipt of an undisputed invoice.

**5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under this Master Agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit A (County's Administration) of this Master Agreement. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County Project Director**

The role of the County Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

### **6.2 County Project Manager**

The role of the County Project Manager, or designee, is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County Project Manager, or designee, shall prepare and issue Work Orders and any Change Orders or Amendments thereto, and generally be the first person for Contractor to contact with any questions.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **7.1 Contractor Project Manager**

7.1.1 Contractor Project Manager is designated in Exhibit B (Contractor's Administration) of this Master Agreement. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County Project Manager, or designee, on a regular basis with respect to all active Work Orders.

### **7.2 Contractor's Authorized Official(s)**

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration) of this Master Agreement. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed

changes in Contractor's staff, including, but not limited to, Contractor Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

#### **7.4 Contractor's Staff Identification**

7.4.1 Contractor shall provide handler(s) with a photo identification badge entitled "Contract Employee" which shall also include employee's photo and full name. Photo identification badge must be approved by County Project Director, or designee, prior to Contractor beginning Work under this Master Agreement. The badge shall be displayed above the waist at all times when Contractor is providing service under this Master Agreement.

7.4.2 Appropriate clothing/uniform for handler(s) shall be a black-polo-type shirt clearly labeled in yellow letters with the words "CIVILIAN SCENT CANINE" on the front and back sides of the shirt. Lettering shall be between three eighth inch to three fourths inch font on the left front, and one and three fourths inch font on the back of the shirt.

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff providing services under this Master Agreement, who are in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.5.2 Each of Contractor's staff must successfully pass the background investigation or be provisionally approved by the Department's Backgrounds Unit before the member of Contractor's staff can be assigned to provide services. All clearances will be determined by the Department's Backgrounds Unit, in its sole discretion.

7.5.3 If a member of Contractor's staff does not pass the background investigation, County may request that the

member of Contractor's staff be removed immediately from providing services under this Master Agreement. Contractor shall comply with the County's request at any time during Term of this Master Agreement. County will not provide to Contractor or to the Contractor's staff any information obtained through the County's background investigation.

- 7.5.4 The Department will not accept Contractor's proposed staff if background investigations disclose the following:
  - a. Any felony conviction;
  - b. Conviction for any sex crime; or
  - c. Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records.
- 7.5.5 In the event of non-clearance of Contractor staff, all disqualifying information is confidential and no reviewable by Contractor staff.
- 7.5.6 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.7 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) of this Master Agreement shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this

Paragraph 7.6 (Confidentiality) of this Master Agreement, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) of this Master Agreement shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement) of this Master Agreement.
- 7.6.5 Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G4 (Contractor Employee Acknowledgment and Confidentiality Agreement) of this Master Agreement.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of this Master Agreement.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Change Orders and Amendments**

- 8.1.1 The County Board of Supervisors or Chief Executive Officer, or designee, may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County Board of Supervisors or Chief Executive Officer. To

implement such orders, an Amendment to this Master Agreement shall be prepared and executed by Contractor and Sheriff or his designee.

- 8.1.2 For any change which does not materially affect the scope of Work, period of performance, price, payments, except for any price adjustment provided for in Paragraph 5.0 (Contract Sum) of this Master Agreement, or any other term or condition of this Master Agreement, a Change Order shall be executed by the County Project Director or designee, and Contractor's Project Manager.
- 8.1.3 For any change which materially affects the scope of Work, term, price, payments, or any other form or condition of this Master Agreement, an Amendment to this Master Agreement shall be executed by the Contractor and the County Board of Supervisors.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of this Master Agreement; (2) any Cost of Living Adjustment as provided for in this Master Agreement; (3) any mileage reimbursement rate modification to this Master Agreement, as published by the County Auditor-Controller, which would be applicable to County employees; or (4) modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Master Agreement, an Amendment to this Master Agreement shall be executed by Contractor and Sheriff or his designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by the



County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Complaints**

The Contractor shall develop, maintain and operate procedures for receiving, investigating, and responding to complaints.

8.4.1 Within ten Business Days after this Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten Business Days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County Project Manager within ten Business Days of mailing to the complainant.

## **8.5 Compliance with Applicable Laws**

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 (Compliance with Applicable Laws) of this Master Agreement shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its

sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C (Contractor's EEO Certification) of this Master Agreement.

## **8.7 Compliance with County's Jury Service Program**

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D (Jury Service Ordinance) and incorporated by reference into and made part of this Master Agreement.

### **8.7.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five calendar days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct

from the employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety calendar days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph 8.7.2 (Written Employee Jury Service Policy), may constitute a material breach of the Master Agreement. In the event of such

material breach, County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 (Conflict of Interest) of this Master Agreement shall be a material breach of this Master Agreement.

## **8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment**

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

## **8.10 Consideration of Hiring GAIN-GROW Participants**

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's Minimum Mandatory Qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN-GROW job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### 8.11.3 Non-responsible Contractor

The County may debar a Contractor if the County Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.



#### **8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Exhibit E (Safely Surrendered Baby Law) of this Master Agreement, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Master

Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors and listed in the appropriate Contractor performance database. The report to the County Board of Supervisors will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.15 Damage to County Facilities, Buildings or Grounds**

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty calendar days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.16 Employment Eligibility Verification**

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Master Agreement.

### **8.17 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Orders and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.18 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by the Contractor's employees for which the County may be found jointly or solely liable.

### **8.19 Force Majeure**

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 Governing Law, Jurisdiction, and Venue**

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 Independent Contractor Status**

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Master Agreement.

## **8.22 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.23 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.23 (General Provisions for All Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than ten calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be

signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the County Contract Compliance Manager listed in Exhibit A (County's Administration), of this Master Agreement.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### 8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and

scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten calendar days in advance of cancellation for non-payment of premium and thirty calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

#### 8.23.4 Failure to Maintain Insurance

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

#### 8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### 8.23.6 Contractor's Insurance Shall Be Primary

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

#### 8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.23.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### 8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.23.10 Claims Made Coverage

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

#### 8.23.11 Application of Excess Liability Coverage

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



#### 8.23.12 Separation of Insureds

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

#### 8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.23.14 County Review and Approval of Insurance Requirements

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

### 8.24 Insurance Coverage

8.24.1 **Commercial General Liability insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.24.2 **Automobile Liability insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

## **8.25 Liquidated Damages**

8.25.1 If, in the judgment of the County Project Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Project Director, or designee, in a written notice describing the reasons for said action.

8.25.2 If the County Project Director, or designee, determines that there are deficiencies in the performance of this Master Agreement that the County Project Director, or designee, deems are correctable by the Contractor over a certain time span, the County Project Director, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director, or designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars per day per infraction, and that the Contractor shall be liable to the County for liquidated

damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five calendar days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 above, shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Paragraph 8.25.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **8.26 Intentionally Omitted**

## **8.27 Nondiscrimination and Affirmative Action**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification) of this Master Agreement.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) of this Master Agreement when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) of this Master Agreement have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars for each such violation pursuant to California Civil Code Section 1671 as liquidated

damages in lieu of terminating or suspending this Master Agreement.

**8.28 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.29 Notice of Delays**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.30 Notice of Disputes**

The Contractor shall bring to the attention of the County Project Manager, or designee, and/or County Project Director, or designee, any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager, or designee, or County Project Director, or designee, is not able to resolve the dispute, the Sheriff or his designee shall resolve it.

**8.31 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) of this Master Agreement. Addresses may be changed by either party giving ten calendar days prior written notice thereof to the other party. The County Project Director, or designee, shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

### **8.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable

attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 Publicity**

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director, or designee. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) of this Master Agreement shall apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five years

thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the Work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to the Contractor, then the difference shall be either: (a) repaid by the Contractor to the County by cash payment upon demand or (b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.



### 8.38 Recycled Bond Paper

Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### 8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the Work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the Contract Compliance Manager listed in Exhibit A (County's Administration) before any subcontractor may perform any Work hereunder.

#### **8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Master Agreement, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) of this Master Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 Termination for Convenience**

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten calendar days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
- Stop Work under the Work Order or this Master Agreement, as identified in such notice;
  - Transfer title and deliver to County all completed Work and Work in process; and
  - Complete performance of such part of the Work as shall not have been terminated by such notice.

- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement.

#### **8.42 Termination for Default**

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director, or designee:
- Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required under this Master Agreement or any Worker Order issued hereunder; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above, if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign

or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default) of this Master Agreement, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default) of this Master Agreement, or that the default was excusable under the provisions of Paragraph 8.42.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) of this Master Agreement.

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) of this Master Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such

termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee 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 at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 Termination for Insolvency**

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor; or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) of this Master Agreement, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall

constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 Validity**

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 (Waiver) of this Master Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from this Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

8.50.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.50.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Master Agreement, shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten calendar days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.52 Time off For Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten calendar days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of Work, if practicable, or elsewhere where it can be seen as employees come or go to their place of Work, a notice setting forth the provisions of Section 14000.

**8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

8.53.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

8.53.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed

immediately from performing services under this Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.53.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance on Human Trafficking) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

#### **8.54 Intentionally Omitted**

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

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph 8.55 (Compliance with Fair Chance Employment Practices) of this Master Agreement may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement.

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

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Licenses, Permits, Registrations, Accreditation, and Certificates**

Contractor shall obtain, and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under this Master Agreement. Contractor shall



further ensure that all of its officers, employees, and agents who perform services hereunder obtain, and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to the County Project Manager, or designee.

## **9.2 Local Small Business Enterprise (LSBE) Preference Program**

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible

for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Social Enterprise (SE) Preference Program**

- 9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
  - 1. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded;
  - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

**9.7 Intentionally Omitted**

**9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
  - 1. Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded;
  - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of

Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

DRAFT

**MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE  
SERVICES**

IN WITNESS WHEREOF, the County Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County or his designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized representative on the dates written below.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
ALEX VILLANUEVA, SHERIFF

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

CONTRACTOR

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

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

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

Principal Deputy County Counsel

# **ATTACHMENT 1**

## **STATEMENT OF WORK**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES**

# TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES

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ATTACHMENT 1A CONTRACT DISCREPANCY REPORT

ATTACHMENT 1B TIMECARD / MILEAGE LOG

ATTACHMENT 1C CANINE RESPONSE WORK ORDER AND DISPOSITION  
REPORT

## **1.0 SCOPE OF WORK**

- 1.1 Under the Master Agreement, Contractor shall provide Trailing Bloodhound Canine and Handler Investigative Services (Services) to the Los Angeles County (County) Sheriff's Department (Department) Homicide Bureau on an as-needed basis. The Services are needed for scent-specific searches to look for a person's specific scent signature which is obtained by a scent source. Contractor shall provide the Services throughout the Los Angeles County area on an as-needed basis, as approved by the Department.
- 1.2 Contractor shall provide at least one handler and one scent-trailing/tracking bloodhound canine, and any necessary tools, materials, and/or equipment to provide the Services described in this Statement of Work (SOW). Contractor shall provide a canine and handler team(s) certified in scent-specific man trailing/tracking. The canine(s) shall be trained in a variety of geographical terrains, and the handler(s) must be in the physical condition to search these different terrains with the canine(s). The handler(s) shall also be certified and have a current basic first aid and cardiopulmonary resuscitation (CPR) certificate.

## **2.0 SPECIFIC WORK REQUIREMENTS**

Contractor shall provide the Services, on an as-needed basis, as required by the Department and approved by the County Project Director or designee. The Work requirements include, but are not limited to, the following:

### **General**

- 2.1 Contractor shall be available to provide Services to the County at all hours, 24 hours a day, 7 days a week, 365 days a year. Contractor shall have and maintain in good operating order a telephone and/or cellular telephone where County can contact Contractor. Access numbers shall be maintained and provided to the County Project Manager, or designee, during the term of the Master Agreement.
- 2.2 Contractor shall have, and maintain in good working order, a vehicle for transportation to provide the Services required hereunder.
- 2.3 Contractor shall fully and timely provide all Services and other Work, as specified in this SOW, and all other Work under the Master Agreement, including pursuant to any fully executed Change Order or Amendment, in



accordance with the terms and conditions of the Master Agreement. All such Work must be provided solely as specified under the Master Agreement.

- 2.4 Contractor shall have handler(s) and canine(s) certified annually by a trainer who certifies for human trailing/tracking. Contractor shall maintain all training, certification, and vaccination records throughout the term of the Master Agreement.

#### Field Service Call-Outs

- 2.5 The County Project Director or designee may contact Contractor via telephone, and notify Contractor to report to a specific location or investigative scene. At the time of notification, Contractor shall advise of Contractor's availability to report to the specific location or investigative scene. Upon Contractor acceptance of the assignment, County Project Director or designee will provide Contractor with partially completed Attachment 1C (Canine Response Work Order and Disposition Report) (also "Disposition Report" or "Work Order").
- 2.6 If Contractor is requested to report to a specific location by someone other than the County Project Director, or designee, Contractor must first obtain verbal approval telephonically from the County Project Director or on-call designee at Homicide Bureau (available 24 hours a day/7 days a week), before reporting to the location. If Contractor is not available when requested, the next qualified Master Agreement Contractor in rotation will be notified.
- 2.7 Contractor handler(s) and canine(s) shall perform the detection of a scent trail from a scent source, and also conduct building or vehicle searches to assess whether source-specific scent is present.
- 2.8 Contractor canine(s) shall identify possible suspect(s) by using scent from an investigative scene and/or related areas. Contractor canine(s) shall also determine if matching scent from an investigative scene is present at specific locations.
- 2.9 If Contractor is called out for Services and, if by the time Contractor arrives, Contractor's Services are no longer needed, then Contractor shall be paid a minimum of two hours at the hourly field Services call-out rate set forth in Exhibit F (Rate of Compensation) of the Master Agreement, and shall be compensated for mileage.

- 2.10 Contractor shall have Attachment 1B (Timecard/Mileage Log) to this SOW, completed and signed by the Incident Commander at the Services location.
- 2.11 Contractor shall maintain records of all completed Disposition Reports throughout the term of the Master Agreement. All records shall be the property of the Department and shall be provided to the Department immediately upon request by County Project Director or designee, and/or upon the expiration or termination of the Master Agreement.
- 2.12 County's payment to Contractor is contingent upon Contractor's delivery to County Project Manager of a completed and approved Attachment 1C (Canine Response Work Order and Disposition Report).
- 2.13 Contractor shall immediately report to a Department supervisor any/all canine bites inflicted upon any person or animal.

#### Court Appearances

- 2.14 Contractor shall, upon receipt of a court subpoena, appear in court to testify on cases relating to scent evidence arising from or related to the Master Agreement.
- 2.15 When appearing in court, Contractor shall be paid fifty percent of the hourly call-out rate for field Service, as set forth in Exhibit F (Rate of Compensation) of the Master Agreement. Contractor, however, shall not be compensated while on-call for court appearances.
- 2.16 Contractor shall have Attachment 1B (Timecard/Mileage Log) to this SOW, completed and signed by the Deputy District Attorney assigned to the case for which Contractor is subpoenaed to testify. Contractor shall attach a copy of the subpoena to the completed Timecard/Mileage Log. Contractor shall not be compensated for mileage and parking fees related to court appearances.
- 2.17 If Contractor appears in court for a subpoena and is no longer needed, Contractor shall be paid a minimum of two hours at fifty percent of the hourly field Services call-out rate, as set forth in Exhibit F (Rate of Compensation) of the Master Agreement, and shall not be compensated for mileage.
- 2.18 Contractor shall appear in court to testify on cases relating to scent evidence arising from or related to the Master Agreement, after the term of the Master Agreement has expired, if so subpoenaed by the court. Contractor shall not be compensated for this court testimony work.

### **3.0 STAFF IDENTIFICATION AND UNIFORM REQUIREMENTS**

- 3.1 Contractor shall provide handler(s) with a photo identification badge entitled "Contract Employee" which shall also include employee's photo and full name. Photo identification badge must be approved by County Project Director or designee prior to Contractor beginning work under the Master Agreement. The badge shall be displayed above the waist at all times when Contractor is providing Service under the Master Agreement.
- 3.2 Appropriate clothing/uniform for handler(s) shall be a black polo-type shirt clearly labeled in yellow letters with the words "CIVILIAN SCENT CANINE" on the front and back sides of the shirt. Lettering shall be between three eighths inch to three fourths inch font on the left front, and one and three fourths inch font on the back of the shirt.

### **4.0 MATERIALS AND EQUIPMENT**

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

### **5.0 TRAINING**

- 5.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety.

### **6.0 QUALITY ASSURANCE PLAN**

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

#### **6.1 As Needed Meetings**

During the term of the Master Agreement, Contractor Project Manager shall be available to meet and confer with County Project Manager or designee, as necessary, in person or by phone. Contractor will be notified by County Project Manager or designee, three calendar days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

## 6.2 Contract Discrepancy

Verbal notification of a contract discrepancy will be made to the Contractor Project Manager or designee as soon as possible whenever a contract discrepancy is identified by the Department. The problem shall be resolved within a time period mutually agreed upon by the Department and Contractor.

### 6.2.1 Contract Discrepancy Report

The County Project Manager or designee will determine whether Attachment 1A (Contract Discrepancy Report (CDR) to this SOW, shall be issued. Upon receipt of the CDR, Contractor shall respond in writing to the County Project Manager or designee within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Project Manager or designee within ten Business Days of receipt of the CDR.

DRAFT

# **ATTACHMENT 1A**

## **CONTRACT DISCREPANCY REPORT**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICE**

DRAFT

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Date \_\_\_\_\_

---

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Date \_\_\_\_\_

---

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Date \_\_\_\_\_

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

# **ATTACHMENT 1B**

## **TIMECARD/MILEAGE LOG**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICE**

**TIMECARD/MILEAGE LOG SUMMARY**

Master Agreement Number: \_\_\_\_\_

Contract Investigator Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

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

Invoice Number: \_\_\_\_\_

Dates of Service Provided: \_\_\_\_\_

\* Contractor may attach multiple Timecard/Mileage Logs to this Timecard/Mileage Log Summary

Total Monthly Mileage \_\_\_\_\_ X \$0.545 per mile = \$ \_\_\_\_\_

Total Monthly Call-Out Hours \_\_\_\_\_ X \$125.00 per hour = \$ \_\_\_\_\_

Total Court Appearance Hours \_\_\_\_\_ X \$62.50 per hour = \$ \_\_\_\_\_

TOTAL INVOICE AMOUNT \$ \_\_\_\_\_

Note: Please see attached \_\_\_\_\_ pages of the Timecard/Mileage Log for details



**TIMECARD/MILEAGE LOG**

Master Agreement Number: \_\_\_\_\_ Billing Date: \_\_\_\_\_ Dates of Service Provided: \_\_\_\_\_  
Contract Investigator Name: \_\_\_\_\_ Invoice Number: \_\_\_\_\_

DATE	MILEAGE		CALL-OUT OR COURT APPEARANCE* Court Name (if Court Appearance) Address Description of Activity	INCIDENT CMDR, LASD SUPERVISOR OR DDA (Name, signature, contact phone #)	TIME			
	Home to Location	Location to Home			Sub-Total	Multiplied by 0.545 TOTAL	Start End	Total Hours Supvr. Initials
				Name Signature Phone #	Start End	Total Hours Initials		
				Name Signature Phone #	Start End	Total Hours Initials		
				Name Signature Phone #	Start End	Total Hours Initials		
				Name Signature Phone #	Start End	Total Hours Initials		
				Name Signature Phone #	Start End	Total Hours Initials		
				Name Signature Phone #	Start End	Total Hours Initials		
				Name Signature Phone #	Start End	Total Hours Initials		
				Name Signature Phone #	Start End	Total Hours Initials		

\* Attach copy of subpoena for court appearances

## **ATTACHMENT 1C**

### **CANINE RESPONSE WORK ORDER AND DISPOSITION REPORT**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES**



# HOMICIDE BUREAU



## CANINE RESPONSE WORK ORDER AND DISPOSITION REPORT

### COUNTY USE ONLY

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

Canine Handler: \_\_\_\_\_ Incident Commander: \_\_\_\_\_

Location: \_\_\_\_\_ City: \_\_\_\_\_

LASD Station: \_\_\_\_\_ Other P.D.: \_\_\_\_\_

URN/File No.: \_\_\_\_\_

Reason for deployment: \_\_\_\_\_

Time: From \_\_\_\_\_ To \_\_\_\_\_

Requested by: \_\_\_\_\_ Title: \_\_\_\_\_

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

Contractor Acceptance of Assignment by: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Search Disposition

Suspect Found:	
Missing Person Found:	
Article Located:	
Unable to Locate:	
Other:	

### Comments:

## **EXHIBIT A**

### **COUNTY'S ADMINISTRATION**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES**

**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACT COMPLIANCE OFFICER:**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY ACCOUNTS PAYABLE REPRESENTATIVE:**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## **EXHIBIT B**

### **CONTRACTOR'S ADMINISTRATION**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES**

**CONTRACTOR'S ADMINISTRATION**

---

CONTRACTOR'S NAME

---

MASTER AGREEMENT NO. \_\_\_\_\_

WORK ORDER NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## **EXHIBIT C**

### **CONTRACTOR'S EEO CERTIFICATION**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES**



**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

## **EXHIBIT D**

### **JURY SERVICE ORDINANCE**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**2.203.010 Findings.**

The County Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
  - 3. A purchase made through a State or Federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the County Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the County Board of Supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

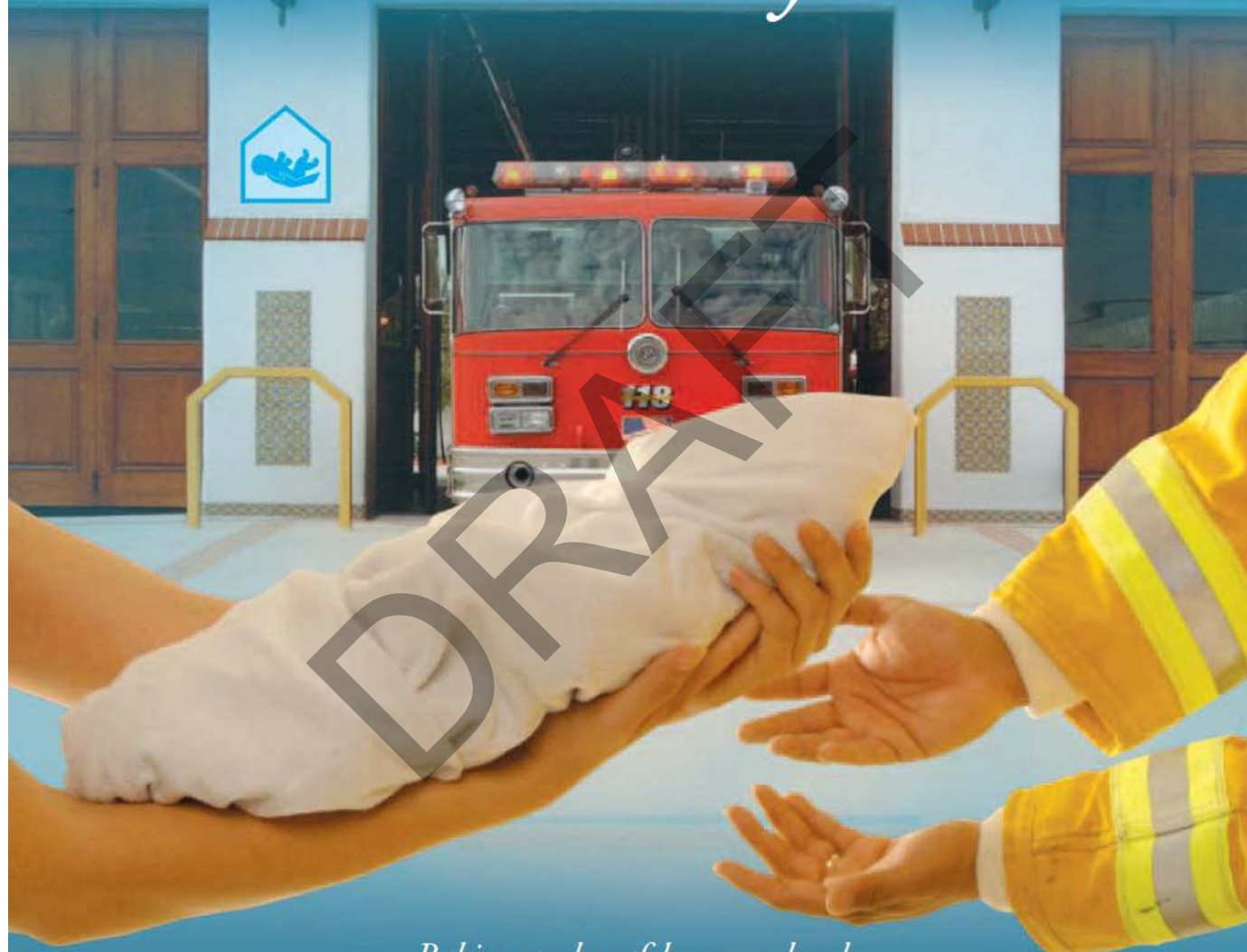
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **EXHIBIT E**

**SAFELY SURRENDERED BABY LAW**

**TRAILING BLOODHOUND CANINE AND  
HANDLER INVESTIGATIVE SERVICES**

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

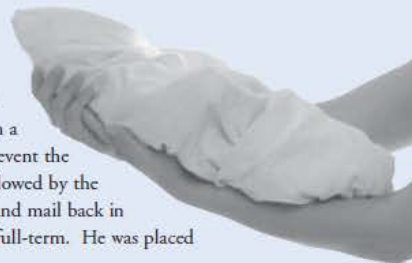
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## **EXHIBIT F**

### **RATE OF COMPENSATION**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES**

## EXHIBIT F RATE OF COMPENSATION

### TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES

**Call-Out Rate for Field Service****\$125 per hour**

Time starts upon Contractor leaving Contractor's home base and ends when the Incident Commander or LASD supervisor advises Contractor that services are no longer needed.

If Contractor is called out and by the time he/she arrives is no longer needed, Contractor shall be paid a minimum of two hours at the field service call-out rate and shall be reimbursed for mileage.

No compensation shall be paid for report writing.

**Court Appearances****\$62.50 per hour** (50% of field service call-out rate)

Time starts upon Contractor's arrival at court and ends when the Deputy District Attorney advises Contractor that services are no longer needed.

If Contractor appears in court for a subpoena and is no longer needed, Contractor shall be paid a minimum of two hours at the court appearance rate.

There is no mileage reimbursement for court appearances.

No compensation shall be paid for on-call court time.

**Mileage Reimbursement****\$.545 per mile**

For field service from Contractor's home base to field service location and return trip only. No mileage reimbursement shall be paid for court appearances.

The rates listed in this Exhibit F, excluding the mileage reimbursement rate, are fixed and shall remain firm for the Term of the Master Agreement. Overtime compensation shall not be paid under this Master Agreement. Mileage reimbursement rates are determined by the County Auditor-Controller and are subject to change during the Term of the Master Agreement. Mileage reimbursement rates shall be adjusted upon notification from the County Auditor-Controller, and such rates shall be reflected in a revised Exhibit F, executed pursuant to Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement.

## **EXHIBIT G1-G5**

**FORMS REQUIRED BEFORE WORK BEGINS**

**TRAILING BLOODHOUND CANINE AND  
HANDLER INVESTIGATIVE SERVICES**

**TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES  
MASTER AGREEMENT**

**CERTIFICATION OF EMPLOYEE STATUS**

(Note: This certification is to be executed before Work begins. Work cannot begin until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

County Master Agreement No. \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by State and Federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below:

EMPLOYEES

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES  
MASTER AGREEMENT**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

(Note: This certification is to be executed before Work begins. Work cannot begin until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

County Master Agreement No. \_\_\_\_\_

Los Angeles County Code Section 2.180.010.A provides as follows:

**“Certain contracts prohibited.**

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the County Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name \_\_\_\_\_ Employee Name \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## **EXHIBIT H**

### **INVOICE DISCREPANCY REPORT**

### **TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES**

Trailing Bloodhound Canine and Handler Investigative Services  
Exhibit H – Invoice Discrepancy Report



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
www.fire.lacounty.gov

*"Proud Protectors of Life, Property, and the Environment"*

## BOARD OF SUPERVISORS

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FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

April 14, 2020

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

Dear Supervisors:

### **FEASIBILITY STUDY FOR THE PROVISION OF FIRE PROTECTION, PARAMEDIC, AND INCIDENTAL SERVICES FOR THE CITY OF LA VERNE BY THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (5th DISTRICT) (3 VOTES)**

#### **SUBJECT**

In response to a request by the City of La Verne (City), the Consolidated Fire Protection District of Los Angeles County (District) has prepared the attached Feasibility Study for the provision of fire protection, paramedic, and incidental services to the City. In accordance with the guidelines approved by the Los Angeles County Board of Supervisors (Board) on July 13, 2010, for the preparation of such proposals, the attached Feasibility Study was prepared for the Board by the District to outline the District's preliminary recommendations for proposed staffing in the City. It contains preliminary findings regarding the benefits to Los Angeles County and District residents and businesses, the evaluation of any increased County risk exposures and costs, and the evaluation of the City's financial solvency.

#### **IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve the Feasibility Study and authorize the Fire Chief, or his designee, to provide an approved copy to the City.
2. Authorize the Fire Chief, or his designee, to open negotiations and execute a reimbursement agreement with the City should the City Council decide to proceed.
3. Upon successful conclusion of negotiations with the City, direct the Fire Chief, or his

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK

INDUSTRY  
INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES

PARAMOUNT  
PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

designee, to obtain an independent comprehensive fiscal analysis (as required by Government Code §56134), report back to your Board to request adoption of a resolution making application to the Local Agency Formation Commission (LAFCO) for the annexation of the City to the District, and upon LAFCO's approval, return to your Board to request final approval of a negotiated annexation agreement.

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

On December 2, 2009, your Honorable Board directed that any feasibility studies prepared in response to a request for a proposal for services from the District by an independent city meet specific criteria regarding liabilities, benefits, and financial risks. These guidelines were prepared in consultation with the Chief Executive Office, the Auditor-Controller (A-C), and County Counsel, and approved by your Board on July 13, 2010.

In accordance with the approved guidelines, the feasibility study for the City was prepared to outline for the Board the District's preliminary recommendations for proposed staffing in the City and provide preliminary findings regarding the following:

- Reciprocal benefits to Los Angeles County and District residents and businesses, as well as to those of the City, including increased staffing and units that will be available to serve the District and the City;
- Evaluation of any increased County risk exposures and costs, including but not limited to, liability and worker's compensation benefits, to ensure that the fee structure would include a proportional charge for such costs to the City, and if appropriate, a charge back of any unique costs identified for the City's contract; and
- Evaluation of the City's financial solvency based on the City's bond rating.

Upon completion of our evaluation, it has been determined that annexation of the City to the District would provide benefits to both agencies. The City would benefit from the District's regional and specialized resources, while the District and Los Angeles County would benefit from the additional resources that would be staffed within the City.

The District would operate the City's Fire Station 1 and 2 located at 2061 Third Street and 4785 Wheeler Avenue respectively. The Fiscal Year 2019-20 estimated cost to the City based on the District's proposed staffing level would be \$8.91 million under Option A, and \$8.75 million under Option B. Constant staffing for the City stations under both options would provide a total of eight (8) uniformed personnel on-duty daily in the City, plus fire prevention staff. If at a later date the City is interested in building a new fire station in agreement with the District, Option C may be implemented. Option C would combine City Fire Stations 61 and 62 in a centralized location and operate and staff City Fire Station 63.

Staffing for Option A includes one engine, one paramedic squad, and one paramedic assessment engine; Option B staffing is comprised of two engines and one paramedic squad.

The District's fee structure ensures that the City would pay all costs associated with providing fire protection and emergency medical services to the City, including its proportional share of related expenses such as liability, worker's compensation, and overhead. Specifically, this study found:

- The District's rate structure for salary and employee benefits ensures the City would proportionally share in the worker's compensation costs associated with positions assigned to the City.
- Transferring City employees would be required to leave retirement contributions on deposit with the California Public Employees Retirement System (CalPERS) and establish reciprocity with the Los Angeles County Employees Retirement Association (LACERA), limiting the District's retirement benefit costs. The transferring of employees' LACERA contribution rates would be based on their age upon entering the CalPERS system. The District's rate structure for salary and employee benefits includes a component for retirement costs for positions staffing City stations and, therefore, the District's costs would be fee offset.
- The District's overhead rate includes actual liability costs incurred by the District over the last five fiscal years. The proposed annual fee for the City would include a proportional amount of liability costs based upon City staffing costs.
- As recommended by the A-C's office as a method in determining the solvency of a City, we reviewed the City's bond rating, which is currently an "A++." This rating is a strong indicator that the City would be able to meet its financial obligations.

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

Preparation of a feasibility study for the City supports the County's Strategic Plan Goal 3, Organizational Effectiveness, by identifying the benefits to the District, and Goal 4, Fiscal Responsibility and Accountability, by ensuring that the District and the County are not subject to increased liability or costs as a result of providing services to the City.

### **FISCAL IMPACT/FINANCING**

The approval of the Feasibility Study would result in no impact to net County cost. Were the City to pursue negotiations, the District would enter into a Reimbursement Agreement with the City. The Reimbursement Agreement would require the City to pay the District for costs incurred in the evaluation of the City's facilities, equipment, and vehicles for conversion to District requirements, as well as for all costs incurred for the preparation of a Municipal Service Review, and an independent fiscal analysis required for the LAFCO filing.

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

This Feasibility Study is not binding on either the City or the District. It sets preliminary parameters for recommended service levels and commensurate costs should the City opt to enter into negotiations for District services.

## **IMPACT ON CURRENT SERVICES**

The approval of the Feasibility Study would not have any impact on District operations. Should the City pursue negotiations, however, annexation of the City to the District would provide benefits to both agencies, including:

- Specialized District resources, such as hazardous materials and urban search and rescue squads, are constantly staffed and would be available to respond within the City as needed. Twenty-five District units are constantly staffed and would respond to major or simultaneous incidents within the City.
- The cities of Claremont, Pomona, and San Dimas, as well as the unincorporated communities of La Verne and Live Oak Canyon would benefit from the proximity of the emergency response units assigned to the City's fire station, which could be available if simultaneous or large-scale incidents occur within the vicinity.



**CONCLUSION**

The Feasibility Study provides a basis for negotiations if the City Council opts to enter into negotiations with the District. If negotiations are successful, the District would return to your Board two additional times, once for adoption of an application to LAFCO to annex the City to the District and one last time for final approval of the services agreement. At any time prior to the services agreement being approved by your Board and the City Council, either agency may opt to terminate the process.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:mav

Enclosure

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller  
Department of Health Services  
Los Angeles County Employees Retirement Association  
Local Agency Formation Commission

**FEASIBILITY STUDY  
FOR THE PROVISION OF FIRE PROTECTION,  
PARAMEDIC AND INCIDENTAL SERVICES**

**FOR**

**THE CITY OF LA VERNE**

**BY**

**THE CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY**



**MARCH 2020**

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## **Appendices**

<u>Appendix A</u>	Glossary of Terms
<u>Appendix B</u>	The Consolidated Fire Protection District of Los Angeles County
<u>Appendix C</u>	Additional Fire District Services
<u>Appendix D</u>	Annexation Process

## **I. INTRODUCTION**

This Feasibility Study was prepared in response to a letter received by the City of La Verne (City) dated June 18, 2019 requesting the Consolidated Fire Protection District (Fire District) prepare a Feasibility Study to determine the service level and associated costs to provide fire protection and related services to the City.

In accordance with the guidelines approved by the Los Angeles County Board of Supervisors (Board) on July 13, 2010, for the preparation of such proposals, this feasibility study was prepared for the Board by the Fire District to outline the Fire District's preliminary recommendations for proposed staffing in the City and to provide findings regarding the following:

- Reciprocal benefits to Los Angeles County and Fire District residents and businesses, as well as those of the City, including increased staffing and units that will be available to serve the Fire District and the City;
- Evaluation of any increased County risk exposures and costs, including but not limited to liability and workers' compensation benefits, to ensure that the fee structure includes a proportional charge for such costs to the City, and if appropriate, a charge back of any unique costs identified for the City's contract; and
- Evaluation of the City's financial solvency.

If authorized by the Board, the Fire Chief would submit this feasibility study to the City for review. The City would then determine whether or not to proceed with negotiations for annexation to the Fire District. If the City decides to proceed, it would be required to sign a Reimbursement Agreement that ensures payment to the Fire District of its costs for evaluating the City Fire Department's facilities, equipment, vehicles, etc. to determine potential one-time costs of conversion to Fire District operation.

The Fire District would then request the Local Agency Formation Commission (LAFCO) prepare a Municipal Service Review (MSR) for the sphere of influence update which would be necessary as a result of a Fire District annexation. The cost for the MSR would be the responsibility of the City. If negotiations with the City are successful, the Fire District would return to your Board with final recommendations and request that the Board make application to LAFCO to annex the City to the Fire District. Appendix D outlines the steps in the annexation process.

## **II. EXECUTIVE SUMMARY**

Annexation of the City of La Verne to the Fire District would provide reciprocal benefits to both agencies. The City would benefit from the Fire District's regional and specialized resources, while the Fire District and Los Angeles County would benefit from the resources in the City which would become an integral component of the Fire District regional concept of service delivery.

The Fire District has proposed two options for the provision of services to the city. In both options, the Fire District would staff the City's fire stations 61 and 62 located at 2061 Third Street and 4785 Wheeler Avenue, respectively and retain control of fire station 63. The Fiscal Year 2019-20 estimated fee for Fire District service is \$8.91 million under Option A and \$8.75 million under Option B. Constant staffing for the City stations under both options would provide a total of eight (8) uniformed personnel on-duty daily in the City, plus fire prevention staff. Under Option A, staffing in the City would include one engine, one paramedic squad, and one paramedic assessment engine - A. Under Option B, staffing in the City would include two engines and one paramedic squad. If at a later date the City is interested in building a new fire station in agreement with the Fire District, Option C may be implemented. Option C would combine City Fire Stations 61 and 62 in a centralized location and operate and staff City Fire Station 63.

A service contract between the Fire District and the City would provide benefits to both agencies, including:

- Specialized Fire District resources, such as hazardous materials and urban search and rescue squads, are constantly staffed and would be available to respond within the City as needed. Twenty-five Fire District units are constantly staffed approximately 5 miles of the City responding to major or simultaneous incidents within the City.
- The paramedic squad as well as the two engines proposed to be assigned to the City's stations could serve as second-in units to adjacent District-served areas. Specifically, the cities of Claremont, Pomona, and San Dimas, as well as the unincorporated communities of La Verne and Live Oak Canyon would benefit from the proximity of the emergency response units assigned to the City's fire stations, which could be available if simultaneous or large-scale incidents occur within the vicinity.

The Fire District's fee structure ensures that the City would pay its proportional share of costs associated with providing fire protection and emergency medical services, including expenses such as liability, workers' compensation, and overhead.

Specifically, this study found:

- 1) The Fire District's rate structure for salary and employee benefits ensures the City would proportionally share in the workers' compensation costs associated with positions assigned to the City.
- 2) Transferring City employees would be required to leave retirement contributions on deposit with the California Public Employees Retirement System (CalPERS) and establish reciprocity with the Los Angeles County Employees Retirement Association (LACERA), limiting the Fire District's retirement benefit costs. The transferring employees' LACERA contribution rates would be based on their age upon entering the CalPERS system. The Fire District's rate structure for salary and employee benefits includes a component for retirement costs for positions staffing City stations; therefore, the Fire District cost would be fee offset.
- 3) The Fire District's overhead rate calculations include actual liability costs incurred by the Fire District over the last five fiscal years. The proposed annual fee for the City would include a proportional amount of liability costs based upon City staffing costs.
- 4) As recommended by the Los Angeles County office of the Auditor Controller as a method of determining the solvency of a city. The city bond rating was reviewed. The City's A++ rating is an indication that the City would be able to meet its financial obligations.

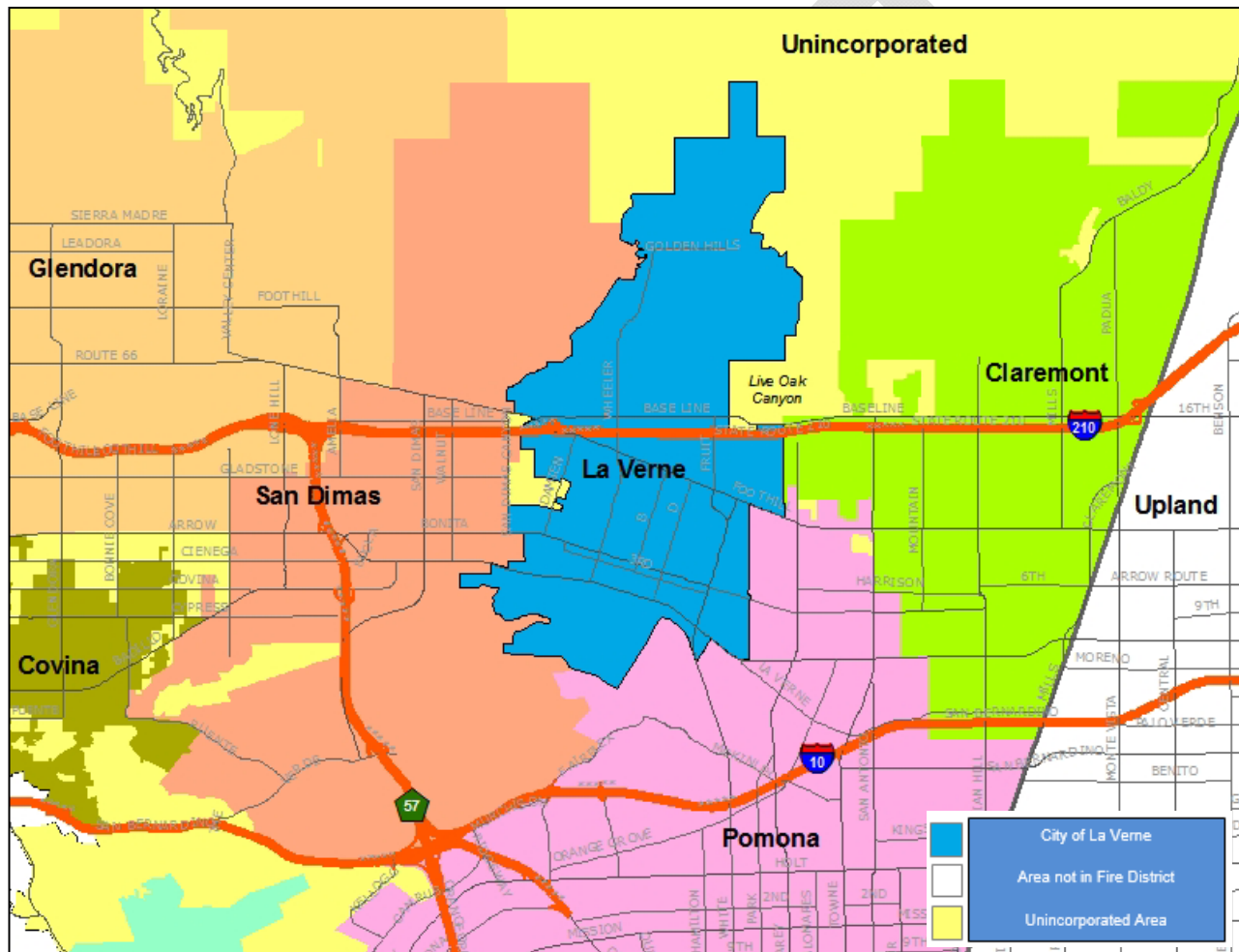
Based upon the above evaluation, the following Board actions are recommended:

- 1) Authorize the Fire Chief of the Fire District to provide an approved copy of the Feasibility Study to the City of La Verne.
- 2) Authorize the Fire Chief to begin the process of negotiations and, should the City Council decide to proceed, execute a Reimbursement Agreement with the City to reimburse costs incurred by the Fire District to survey City equipment, facilities, and other incidental costs associated with the transfer of service.
- 3) Upon successful conclusion of negotiations with the City, the Fire District would report back to your Board to request adoption of a resolution making application to LAFCO for the annexation of the City to the Fire District. Upon LAFCO's approval of the annexation, the Fire District would return to your Board to request final approval of the negotiated annexation agreement as approved by the La Verne City Council.

### III. THE CITY OF LA VERNE

The City of La Verne is nestled in the foothills of the La Verne and Pomona Valleys, bordered by the District-served areas of Claremont, Pomona, and San Dimas. The City is traversed east and west by Interstate 210, it is one-mile north of Interstate 10 and 8 miles east of the 57 freeway. The City is also traversed east and west by two major railways, the Santa Fe freight line and the Metrolink commuter which will share its rail tracks with the Foothill Gold line.

The City of La Verne is also home to the University of La Verne.



Some of the pertinent statistics of the City are:

Population:	32,206 Residents
Area:	8.43 Square Miles
Assessed Valuation:	\$4.694 Billion
Annual Fire Dept. Incidents in the City:	3,614

### **La Verne Fire Department**

The City Fire Department is comprised of three fire stations and 34 sworn personnel consisting of three Battalion Chiefs, six Fire Captains, six Fire Apparatus Engineers, eighteen Firefighter/Paramedics and one Fire Chief, as well as one non-sworn Deputy Fire Marshal and one Management Analyst. In addition, ten personnel hold the ranks of Administrative Captain to Deputy Emergency Operations Chief who are retired annuitants that are members of Incident Management Teams (IMT's) with all compensation being paid by the City and reimbursed through the California Fire Assistance Agreement. These are auxiliary members who do not work in lieu of paid full-time staff.

The City's members work a 48/96 hour work schedule which consists of three platoons working a 48-hour shift for a 56-hour workweek. The City's minimum staffing is 11 members which consist of two captains, two engineers, six firefighter paramedics, and one battalion chief per shift at all times. The City has an apprentice firefighter program with approximately 15 personnel working as the fourth member on the engine company. The administrative staff work a 10-hour shift Monday through Thursday.

Station 61, which serves as the Fire Department's headquarters, is located at 2061 Third Street, and was built in 1980. The station is equipped with one paramedic assessment engine staffed with one captain, an engineer, and a firefighter paramedic. One reserve engine is assigned to the station and utilized for augmented staffing to fill in behind engines assigned to strike teams or as the strike team engine. A 100' quint is assigned to the station and is cross staffed with the engine personnel as required (no full-time staffing assigned to this resource). One rescue ambulance (RA) is staffed with two firefighter paramedics. The station also houses one Battalion Chief, the Deputy Fire Marshal, and the administrative offices.

The City utilizes approximately 8,200 square feet of this 21,000 square foot station, which is shared with La Verne Police Department (LVPD). In 2004, an Emergency Operations Center (EOC)/classroom was built on the second floor directly above the apparatus floor.





Station 62, located at 4785 Wheeler Avenue, was built in 1974 and renovated in 1999 with a total of 4,203 square feet. The station houses one paramedic assessment engine staffed with a captain, an engineer, and one firefighter paramedic.



Station 63, located at 5100 Esperanza Drive, was built in 2006 with a total of 4,115 square feet. Due to attrition, the station became unstaffed mid-January 2020. This station has a small classroom and houses a rescue ambulance.



### **Dispatch & Communications**

The City contracts with the Fire District for communication and dispatch services.

### **Mutual Aid**

The City has automatic aid agreements with Angeles National Forest and the Fire District.

#### IV. PROPOSED OPERATION BY THE FIRE DISTRICT

The Fire District has evaluated the fire protection and emergency medical service needs of the City of La Verne and developed two options for the proposed staffing level, resource deployment, and estimated Fiscal Year 2019-20 annual fee structure for Fire District services. Constant staffing for the City stations under both options would provide a total of eight (8) uniformed personnel on-duty daily in the City, plus fire prevention staff. Under Option A, staffing in the City would include one engine, one paramedic squad, and one paramedic assessment engine - A. Under Option B, staffing in the City would include two engines and one paramedic squad. In addition, if at a later date the City opts to build a central station, combining stations 61 and 62 and operating station 63, the staffing models could still be deployed with the new station configuration within La Verne (Option C)

##### OPTION A

***Fire Station Operations:***

<u>City Station</u>	<u>Equipment</u>	<u>Post Positions</u> <sup>(a)</sup>	<u>Estimated 2019-20 Net City Cost</u>	
61	Engine	3	\$ 2,489,916	
	Paramedic Squad	2	\$ 1,285,730	(b)
62	Paramedic Assessment Engine - A	3	\$ 2,608,086	(c)
63	Unstaffed	0		

***Fire Prevention Staffing:***

Fire Prevention Engineering Asst. II (Plan Check)	0.5	\$74,186
Captain	0.08	\$22,110
Fire Fighter Specialist (Inspector)	0.5	<u>\$117,003</u>
Total Estimated Salary and Employee Benefits		\$6,597,031
Overhead	35.1003%	<u>\$2,315,578</u>
<b>ESTIMATED 2019-20 ANNUAL FEE</b>		<b><u>\$8,912,609</u></b>

- (a) Three persons staff each position through a 56-hour workweek. Station operations costs include overtime.
- (b) In recognition of the benefit to be derived by adjacent Fire District areas, the Fire District proposes sharing 20% of the total staffing cost of the paramedic squad. The net City cost is reflected.
- (c) Cost of a Paramedic Assessment Engine - A consist of a Captain, Fire Fighter Specialist Paramedic, and a Fire Fighter.

**OPTION B**

**Fire Station Operations:**

<b>City Station</b>	<b>Equipment</b>	<b>Post Positions</b> <sup>(a)</sup>	<b>Estimated 2019-20 Net City Cost</b>	
61	Engine	3	\$ 2,489,916	
	Paramedic Squad	2	\$ 1,285,730	(b)
62	Engine	3	\$ 2,489,916	
63	Unstaffed	0		

**Fire Prevention Staffing:**

Fire Prevention Engineering Asst. II (Plan Check)	0.5	\$74,186
Captain	0.08	\$22,110
Fire Fighter Specialist (Inspector)	0.5	<u>\$117,003</u>
<b>Total Estimated Salary and Employee Benefits</b>		<b>\$6,478,861</b>
<b>Overhead</b>	<b>35.1003%</b>	<u><b>\$2,274,100</b></u>
<b>ESTIMATED 2019-20 ANNUAL FEE</b>		<u><u><b>\$8,752,961</b></u></u>

- (a) Three persons staff each position through a 56-hour workweek. Station operations costs include overtime.
- (b) In recognition of the benefit to be derived by adjacent Fire District areas, the Fire District proposes sharing 20% of the total staffing cost of this paramedic squad. The net City cost is reflected.

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The first level of station management is a Battalion Chief. Battalion chiefs routinely respond to all fires, traffic collisions with persons trapped, incidents involving law enforcement, bomb threats, certain emergency medical service calls, and hazardous materials incidents. City stations would be assigned to the Fire District's battalion headquartered at Fire District Station 64 in San Dimas. The battalion chief's cost is included in the Fire District's overhead rate.

Ambulance transport within the Fire District is normally done through private ambulance contracts administered by the Los Angeles County Department of Health Services (DHS). However, the Fire District will work with the City and DHS to determine the viability of the City maintaining an ambulance transport program in concert with the Fire District station personnel, similar to programs operated by the Fire District-served cities of La Habra and Hermosa Beach, if requested by the City of La Verne.

The Fire District would continue to staff the City's two stations with permanent, full-time firefighting personnel, the Fire District would retain control of the City's Fire Station 63. Below is the Fire District's proposed station staffing as compared to the City's current staffing configuration.

**OPTION A**

City Station	City of La Verne		Fire District Proposal	
	Apparatus Type	Minimum Staffing	Apparatus Type	Daily Staffing
61	Battalion Chief	1		
	Paramedic Assessment Engine	3	Engine	3
	Rescue Ambulance	2	Paramedic Squad	2
62	Paramedic Assessment Engine	3	Paramedic Assessment Engine - A	3
63				<b>8</b>
	Rescue Ambulance (unstaffed as of 1/17/2020)	2	Rescue Ambulance (Private)	2*
Total Daily Staffing		11		10**

\* Fire District recommends the City negotiate with a private ambulance company to staff an ambulance and house at this station.

\*\* Battalion Chief located at Station 64.

**OPTION B**

	City of La Verne		Fire District Proposal	
City Station	Apparatus Type	Minimum Staffing	Apparatus Type	Daily Staffing
61	Battalion Chief	1		
	Paramedic Assessment Engine	3	Engine	3
	Rescue Ambulance	2	Paramedic Squad	2
62	Paramedic Assessment Engine	3	Engine	3
63				8
	Rescue Ambulance (unstaffed as of 1/17/2020)	2	Rescue Ambulance (Private)	2*
Total Daily Staffing		11		10**

\* Fire District recommends the City negotiate with a private ambulance company to staff an ambulance and house at this station.

\*\* Battalion Chief located at Station 64.

**Insurance Services Office (ISO) Fire Protection Class**

This City's current ISO protection class is a rating of "3". It would be necessary for the City to contact the ISO for clarification of whether or not their rating would be impacted by the annexation of the City to the Fire District and any resultant staffing level modifications.

## **V. FINANCIAL ANALYSIS**

### **Annual Fee for Fire District Services**

The Fire District's estimated 2019-20 Annual Fee is comprised of salaries, employee benefits, and overhead costs for the proposed staffing level to be provided within the City. This estimated annual fee amount can be compared to the City's current Fire Department budget, plus any Fire Department related costs incurred by the City and not a part of the Fire Department budget, to project the amount of savings the City would have realized had it been annexed to the Fire District the entire fiscal year. The annual fee, as described in this report, would fund all emergency fire suppression, hazardous materials response, emergency medical services, and support functions such as fire prevention, dispatching, training, equipment maintenance, supplies, procurement, and all other services required for the effective operation of a modern fire department.

The City would pay the annual fee directly from municipal funds. The annual fee would be prorated on a monthly basis; payments by the City would be due monthly in advance. Interest would be added to any payment received after the due date.

Fire protection, hazardous materials, and emergency medical services **would not be performed** unless the City:

- 1) Has available funds previously appropriated to cover the annual fee; and
- 2) Has paid the appropriated funds to the Fire District.

Approximately 60 days prior to the start of the Fire District fiscal year (July 1 – June 30), the Fire District would provide the City an estimate of the fee for the upcoming fiscal year. When the Fire District has information available to determine the actual annual fee, the Fire District would present the City with a statement reflecting the difference between the actual and estimated fee. An adjustment representing that difference would be charged or credited to the City over the following 12 months in the subsequent fiscal year.

### **Annual Fee Payment Cap:**

The minimum term of an annexation agreement between the City and the Fire District would be ten years. A five and one-half percent (5.5%) payment cap would be placed on any increases to the City's annual fee each year for the first five years of the Agreement. This payment cap applies only to the City's annual fee payment amount (i.e., the salary, employee benefits, and overhead cost). Calculation of the payment cap would not include any conversion costs, credits, rebates, etc., which may be factored into the City's monthly payment amount.

For the sixth year of the Agreement term, the payment cap would be the average of the immediately preceding four years' percentage increases in the annual fee plus one percent. For the seventh year of the Agreement and each subsequent year, the payment cap would be the average of the immediately preceding five years' percentage increases plus one percent.

In any year where the City's annual fee payment amount exceeded the preceding year's

payment amount plus the applicable payment cap, payment of the excess amount would be deferred to a subsequent fiscal year when the increase in the annual fee payment for that fiscal year over the preceding fiscal year is less than the payment cap. The excess amount would be repaid by the City in any subsequent fiscal year to the extent the City's annual fee payment increase in that fiscal year is less than the excess amount for that fiscal year.

***Workers' Compensation:***

The "Estimated 2019-20 City Cost," which comprises the Estimated 2019-20 Annual Fee (pages 7 and 8) is based upon Uniform Position Costs calculations which are comprised of both salaries and employee benefits for firefighter series positions. Workers' compensation costs are included as part of those employee benefit calculations. The total estimated workers' compensation cost is included in the Total Estimated Salary and Employee Benefits, is \$552,537 for either Option A and B. Rates are updated annually to ensure all cities pay a proportional share of the Fire District's workers' compensation costs.

***Liability:***

The Fire District's overhead rate includes actual liability costs incurred by the Fire District over the last five fiscal years. The overhead rate is charged as a factor to the total salary and employee benefits costs in the City. Therefore, the estimated annual fee for services each year would include the City's proportional share of liability costs. Based upon the Estimated 2019-20 Annual Fee, the total estimated liability costs that the City would fund as part of the overhead charge is \$37,429 for Option A and \$36,758 for Option B. Rates are updated annually to ensure all cities pay a proportional share of the Fire District's liability costs.

***Fire District Special Tax:***

The City would **not** be a part of the Fire District's special tax for fire and paramedic services.

***Conversion Costs:***

Certain items of City apparatus, equipment, and facilities would require conversion, repair, upgrade, or replacement to be compatible with Fire District operations and meet Fire District standards. The City would be required to reimburse the Fire District for all expenditures made to convert the City's Fire Department to Fire District operations.

A comprehensive evaluation and conversion cost estimate would be completed by the Fire District, if negotiations are commenced. The City would be required to enter into a Reimbursement Agreement with the Fire District for the reimbursement of the costs incurred by the Fire District in completing the survey, which total \$18,000.

***Revenues:***

Fire prevention fees imposed in the City and collected by the Fire District shall be passed-through to the City in the form of a credit on the City's annual fee for which the Fire District shall retain a five percent (5%) administrative cost.

Other revenues, if any, generated by the Fire District for its services would be revenues of the Fire District. Those revenues may include fees from hazardous materials inspections (cost recovery) or others. Revenues derived by the City for Fire District services such as

business license inspections may be collected and retained by the City as long as they are not in conflict with any Fire District charges. Should the City undertake a City ambulance transport program, the City would retain any revenues derived from such program.

In addition, the ambulance companies providing transport services for the Fire District levy a paramedic on-board fee on the Fire District's behalf whenever a Fire District paramedic accompanies a patient during transport to the hospital. The revenues received by the ambulance companies are reimbursed to the Fire District, who in turn provides a credit to the appropriate cities' annual fees. Likewise, any transports in the City for which paramedic on-board fees are received by the Fire District would be credited to the City's annual fee each year.

***City Annexations:***

The annual fee for service is predicated upon the City's current service requirements and boundaries. To maintain adequate levels of service, increases in fire and emergency medical service resources may be required by the Fire District, if City annexations occur. Should the City annex additional territory the City and the Fire District would need to assess resultant service needs.

**La Verne Solvency Determination**

The Los Angeles County office of the Auditor Controller recommends that as a method of determining a city solvency, a city bond rating should be comparable to that of Los Angeles County. The City of La Verne has a bond rating of A++, it is anticipated it would be able to meet its financial obligations to the Fire District.

**Fire District Cost**

In recognition of the benefits to the adjacent Fire District-served cities of Claremont, Pomona, San Dimas, and unincorporated areas of La Verne and Live Oak Canyon, the Fire District would share in the cost of the paramedic squad assigned to City Station 61. In Fiscal Year 2019-20, this cost would total \$321,433.



## **VI. BENEFITS OF ANNEXATION TO THE FIRE DISTRICT**

Both the City and the Fire District provide outstanding fire protection and emergency medical services. However, the Fire District, due to its overall size and economy of scale, is able to provide a broader range of in-depth, quality services than most municipal fire departments. There are certain benefits to being part of a larger organization that strives to be an attentive and responsive “hometown fire department” to each of the cities and communities it serves. For a general overview of the Fire District, please see Appendix B.

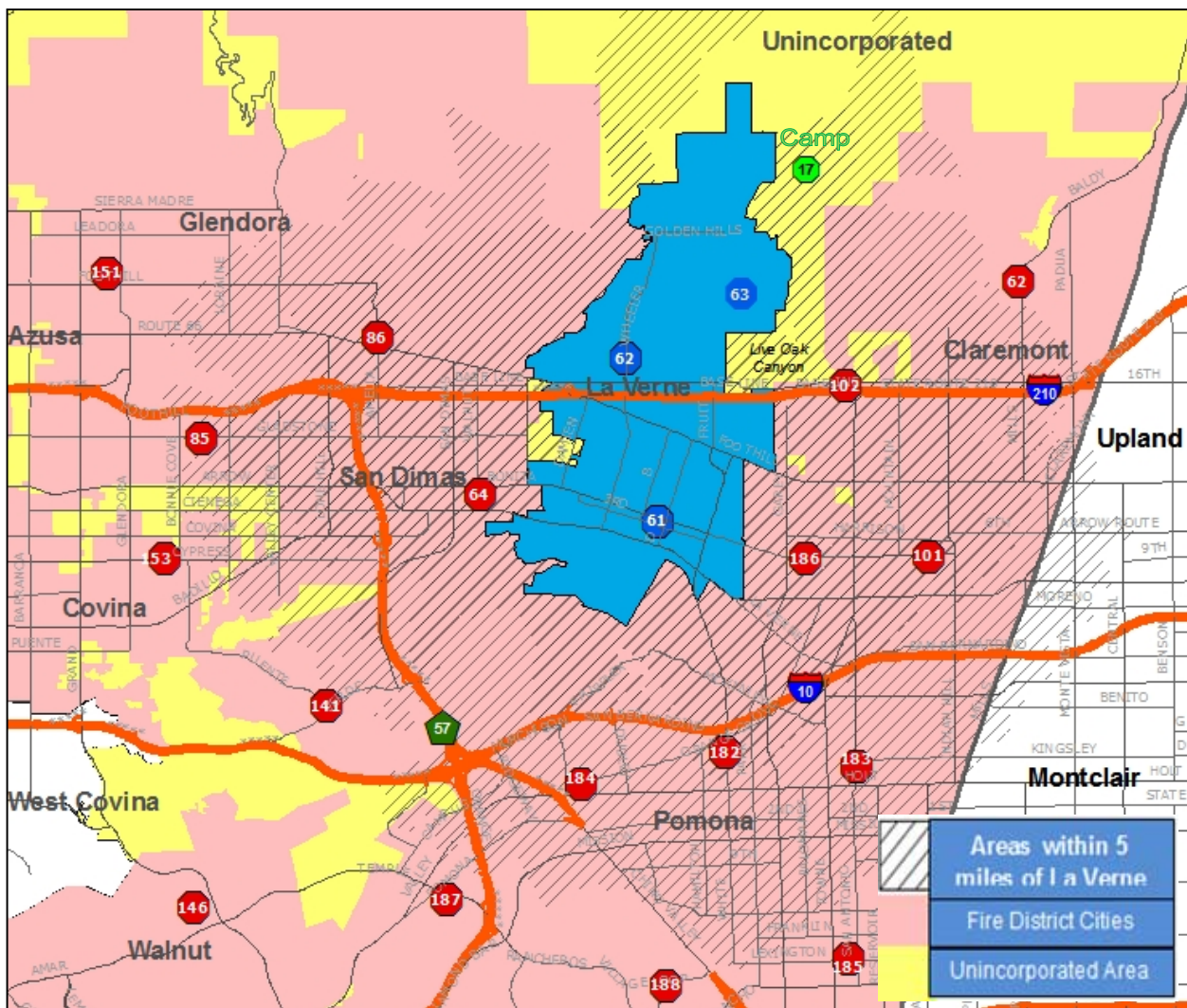
### **Regional Concept of Services Delivery**

The Fire District operates under a regional approach in providing emergency services to its Fire District cities and unincorporated areas of Los Angeles County. Some of the nearby cities and communities that are served by the Fire District include the cities of Claremont, Pomona, San Dimas, and the unincorporated communities of La Verne and Live Oak Canyon. To ensure the best response times possible, the closest available resource is dispatched to an incident, regardless of jurisdictional or municipal boundaries, thereby providing an optimum level of service. Both the Fire District and the City would benefit from annexation of the City as follows:

- **Benefit to the City:**  
The City would benefit from the 25 Fire District emergency response units located approximately within five miles of the City which would be available to provide enhanced responses to large incidents and/or simultaneous incidents when the City’s engines are assigned to another incident.
- **Benefit to the County:**  
The cities of Claremont, Pomona, San Dimas, as well as the unincorporated areas of La Verne and Live Oak Canyon would benefit from the proximity of the paramedic squad in the City.

The map on the following page shows the Fire District’s jurisdiction that is within approximately five (5) miles of the City’s fire stations. These areas (designated by hash-marks) would particularly benefit from the additional service that would be available by annexing the City to the Fire District.

**Fire District Areas within Five Miles of the  
City of La Verne's Fire Stations**



**Response Times**

In most cases, the Fire District would respond to calls within the City from one of the City's fire stations on a "first-in" response. As a result, most response times in the City would be the same as existing City response times. However, the number of response time from fire station 63 would increase.

**Major or Simultaneous Incidents**

The City has addressed the need to respond to large, complex, or simultaneous incidents involving major loss of life or property through the use of automatic and mutual aid agreements. While these agreements can provide significant resources, emergency operations are less effective under these agreements than if City forces were an established part of the Fire District and all responding resources were under a unified command. Also, there is usually a dispatch "lag time" for automatic and mutual aid requests, which causes longer response times for assisting units.

### **Fire Ground and Emergency Operations**

The fire service has recognized standards for the provision of fire and emergency medical services. Some of these standards are dictated by federal or state regulations. Tasks such as commanding and coordinating responding units, operating the fire equipment, searching for and rescuing trapped persons, laying out and attacking the fire with hoses, etc., must be done by an adequate number of properly trained and equipped staff. All tasks must be accomplished in rapid sequence within very limited and critical time frames. Criteria such as "prior to flash over," "confinement to building of origin," "prior to brain death," and "time to intervention" are applied.

The service configuration presented in this Feasibility Study, with supporting Fire District resources, provides strengthened numbers of trained staff to quickly perform required tasks and meet standards within the City.

### **Response Matrix**

The Fire District's Command and Control Division, Dispatch Services Center, utilizes standardized response profiles to dispatch resources to emergencies. Initial response for a building fire is dependent on the required fire flow in gallons of water per minute necessary to extinguish the fire. Following are a few examples of the Fire District's typical response to reported fires:

**Initial Commercial Response:** The standard initial response for a commercial building fire includes an average staffing level of 30 firefighters and the following units:

5 Engine Companies  
2 Ladder Truck Companies  
1 Paramedic Rescue Squad  
2 Battalion Chiefs

If the initial response does not provide the necessary resources, greater alarms may be requested by the incident commander.

**Commercial Third-Alarm Response:** The standard third-alarm response for a commercial building fire provides an average staffing level of 100 firefighters and the following units:

13 Engine Companies	6 Truck Companies
2 Paramedic Rescue Squads	1 Mobile Air Unit
6 Battalion Chiefs	2 Assistant Chiefs
1 USAR Task Force (engine and USAR squad)	1 Deputy Chief
1 Hazardous Materials Task Force (engine and squad)	

Additional resources, including various specialized pieces of equipment, technical teams, etc., may be requested by the incident commander. When it is anticipated that an engine company would be out for 30 minutes or more in designated critical coverage areas, companies are automatically dispatched to "move-up" to pre-designated vacant critical stations near the greater alarm incident so that coverage is available for any subsequent emergency.

### **Paramedic Services**

Seventy-four (74) paramedic rescue squads are strategically assigned among the Fire District's 173 fire stations. Paramedic rescue squad personnel provide advanced life support, including drug therapy and sophisticated medical procedures, in addition to their basic firefighting duties. In 2005, the Fire District instituted the 12-Lead Electro-cardiogram (ECG) Program. The primary goal of this program is to improve patient care and outcomes by immediately correlating the chief complaint, clinical presentation, transport decision, and hospital intervention. The Fire District has the capability of responding numerous additional paramedic squads to an incident or area when a high demand for service occurs.

In appropriate locations, the Fire District operates paramedic engine companies and paramedic assessment engines to increase the optimum use and efficiency of personnel. A paramedic assessment engine has one qualified paramedic firefighter who can perform more advanced care, such as heart monitoring and interpretation of cardiac rhythms, manual defibrillation and synchronized cardioversion, intravenous (IV) therapy, and advanced pharmacology drug calculations and administration. A paramedic squad is simultaneously dispatched with the paramedic assessment engine to provide additional paramedic support and aid with transport, if needed.

### **Hazardous Materials Services**

The Fire District provides hazardous materials response services to all of its jurisdictional area and, upon request and availability, to cities outside the Fire District's jurisdiction. The Fire District constantly staffs three hazardous materials task forces which are strategically placed within the Fire District's central and east regions and staffed with a four-person engine company and a five-person Hazardous Materials Squad and in the north with a 4-person engine company. Hazardous materials task force personnel are first responders trained to identify and deal with a hazardous materials release or potential release on emergency incidents.

### **Related Services**

The Fire District conducts a variety of public service, educational, fire prevention, and related programs such as: the Explorer Program which introduces young people ages 15 through 21 to the fire service as a possible career through training and participation in actual situations; Hands Only CPR/Sidewalk CPR; and the Community Emergency Response Team which provides training to members of the community to prepare for and learn how to assist others during a disaster.

The Fire District also provides forestry, hazardous materials regulation, and other health and safety related services.

### **Patient Transport**

The Fire District provides pre-hospital paramedic and emergency medical services, including Advanced Life Support (ALS). The Fire District does **not** provide ambulance transportation. Patients are transported to the hospital utilizing private ambulance service under contract with the DHS, using the exclusive operating area arrangement. Fire District firefighter/paramedics accompany the patient in the ambulance if needed for patient care. The private ambulance firm charges the responsible private party for transportation including

a charge for the paramedic who aids in the transport. Revenues collected for the paramedic on board the ambulance would be passed through to the City. However, the Fire District will work with the City and DHS to determine the viability of the City maintaining an ambulance transport program in concert with Fire District station personnel, if requested by the City.

### **Fire Prevention**

Fire District fire prevention and related services are provided by both the Prevention and Operations Bureaus as follows:

- Building inspections for all commercial, industrial, high-rise, and multi-residential occupancies.
- Fire prevention inspections in connection with the issuance of business licenses, at the request of the City.
- Inspection of schools and institutional occupancies.
- Dwelling brush clearance inspections.
- Public education programs.
- Investigation of all fire hazard complaints, such as arson, from area residents.
- Review of all building plans, subdivisions, conditional use permits, zone changes and water system improvement plans.
- Review of applications for filming and special effects permits, sets requirements and conducts inspections at filming locations to ensure public safety and compliance with the Fire Code.

The nearest fire prevention office serving the City is located in the City of Pomona at 590 Park Avenue.

**Neighboring Fire District Resources**

The Fire District has 16 fire stations, housing 25 units that are staffed daily with 72 firefighters, within approximately five (5) miles of the City, which would provide direct and support service under the regional service delivery concept. The below chart lists all of the resources:

**Fire District Stations and Resources within Five Road Miles of  
the Nearest City of La Verne Boundary**

Fire District Station	Engine Company	Assessment Engine Company	Quint Company	Paramedic Rescue Squad	Emergency Support Team	Post Position Staffing	Approx. Distance From Station To Nearest City Boundary (Miles)
62		X				3	3.5
64	X		X	X		9	0.5
85	X				X	5	3.8
86*	X <sup>2</sup>					6	1.6
101	X			X		5	1.9
102	X					3	0.7
141	X					3	3.6
151	X			X		5	4.9
153			X			4	3.7
182	X			X		5	1.6
183	X			X		5	2.8
184	X					3	2.5
185			X			4	4.5
186	X					3	0.7
187			X	X		6	4.4
188	X					3	5.0
<b>16</b>	<b>13</b>	<b>1</b>	<b>4</b>	<b>6</b>	<b>1</b>	<b>72</b>	<b>TOTALS</b>

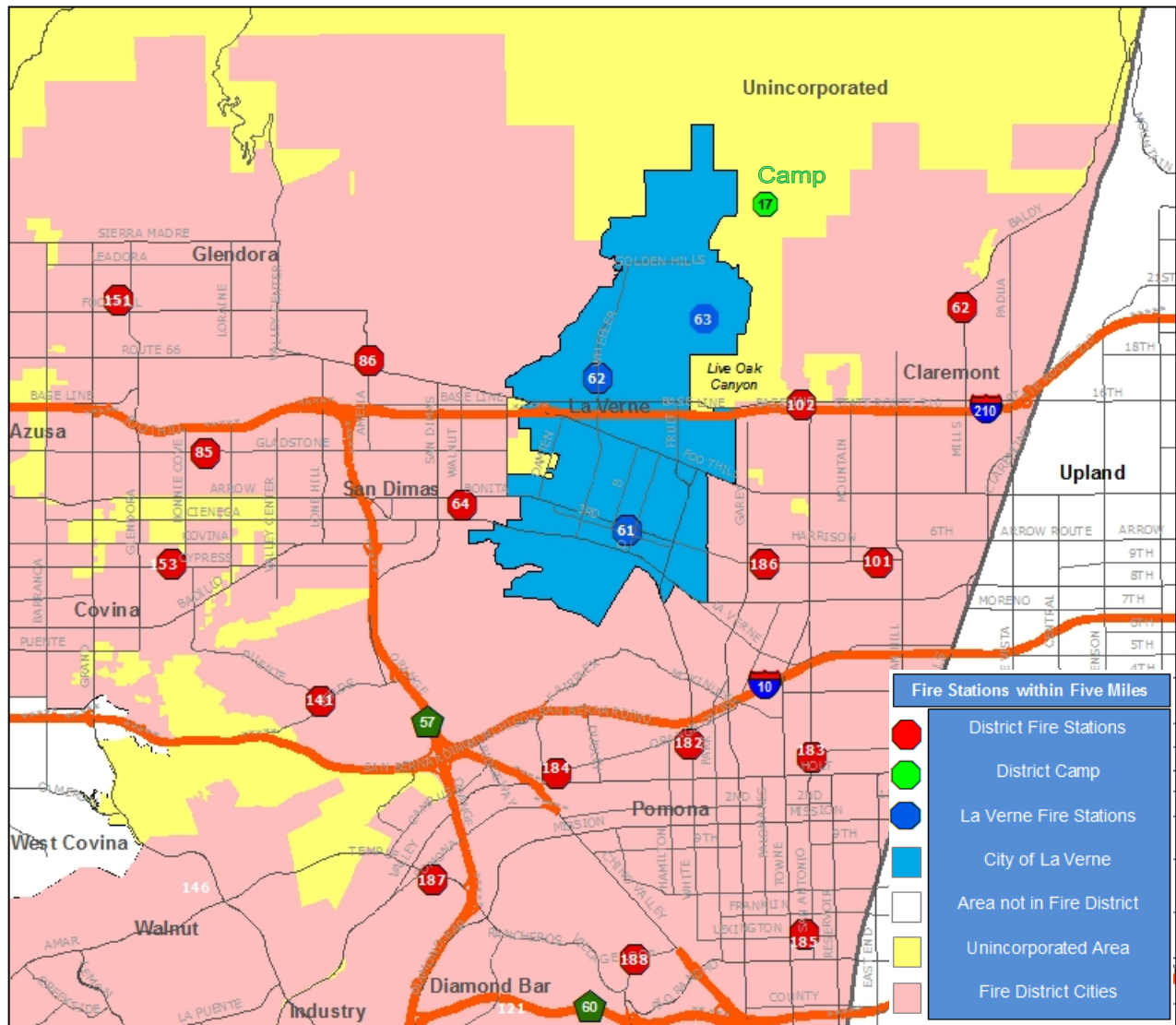
\*Two engines assigned to Fire Station 86.



*FEASIBILITY STUDY FOR SERVICES TO THE CITY OF LA VERNE BY THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY*

The below map illustrates the location of Fire District's stations that we located within 5 miles of the City's borders:

**Fire District Stations within Five  
Miles of the City of La Verne**



### **Automatic Aid**

The Fire District utilizes automatic aid agreements with various fire departments to provide the most expeditious response to designated areas on a day-to-day basis while maintaining a reciprocal exchange of services. The Fire District would continue to participate in the City's existing automatic aid agreements and mutual aid programs, if the City were to annex to the Fire District. Modifications would be made as appropriate.

### **Dispatch and Communications**

Dispatching for Fire District units in the City is provided from the Fire District's Fire Command and Control Facility located at 1320 North Eastern Avenue, Los Angeles. Fire communications specialists staff the facility, all of whom are Emergency Medical Dispatchers (EMDs). They are trained to provide lifesaving instructions over the phone while persons are waiting for the arrival of emergency units.

If the City annexes to the Fire District, the "911" emergency reporting system would remain in effect. A direct computer link and a direct telephone (ring-down) line or "speed dial" system would be maintained between the City's PSAP and the Fire District's Fire Command and Control Facility.

All Fire District emergency vehicles contain mobile data computers (MDCs) and automatic vehicle locators (AVLs) for the most efficient communication and allocation of resources. Command and other appropriate units use cellular phones in addition to radios.

### **Coordination between City and Fire District**

Recognizing that constant liaison is essential between the City and its fire department, the area Assistant Fire Chief, who is located at Fire Station 154 in the City of Covina, along with his community services liaison, would maintain a day-to-day working relationship with the City Manager and, through her/him, the City Council. The Assistant Fire Chief would be responsible for representation at meetings called by the City Clerk, meetings of the City Council, and other City staff meetings where Fire District input is needed. The Assistant Fire Chief would act as the personal representative of the Fire Chief of the Fire District on all daily operations between the City and the Fire District.

### **Emergency Preparedness**

Internal City emergency management, programs, and responsibilities would remain with the City.

### **Public Education**

Community and school education programs are provided as a Fire District service by local fire stations, assisted by the regional community services representatives.



**Fire Cause and Arson Investigation**

Fire cause determination services are provided by the Fire District. According to established policy, either the engine company officer, Battalion Chief or, if necessary, the Fire Investigation Unit conducts an initial investigation and establishes the cause of the fire. Should the cause be determined to be arson, the Fire District's arson investigation service would handle the investigation assisted by the City Police Department.

**Hazardous Materials Programs/CUPA**

The Fire District currently serves the City in the implementation, permitting and enforcement of the various hazardous materials/waste program elements applied to regulated facilities. This would not change if the City annexes to the Fire District.

**Hydrants**

The Fire District would annually inspect all fire hydrants within the City to ensure that they are mechanically operable and capable of delivering water in accordance with standard Fire District policy. The Fire District would notify the City's various water purveyors, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time the Fire District becomes aware of maintenance or repair requirements. The Fire District would maintain liaison with the City's water service provider for water needs during emergencies and routine functions.

**Additional Fire District Services**

See Appendix C for additional details regarding services provided by the Fire District.

## **VII. TRANSITION FROM CITY TO FIRE DISTRICT**

### **City Personnel**

The California Health and Safety Code (Section 13861) and the California Government Code (Sections 53292 and 55632) provide the legal authority for the Fire District to furnish services to the City and to blanket in or appoint City Fire Department personnel to Fire District status. Ultimately, the blanketing in of personnel is subject to joint agreement between the City Council and the Board of Supervisors, the details of which would be specified in an agreement for services.

Firefighting personnel with less than six months' service with the City at the time of transfer to the Fire District, as well as trainees, reserves, auxiliaries, cadets, and fire fighter apprentices, could not be brought in as Fire District employees. Positions and salaries of all personnel blanketed in to the Fire District would be specified in the agreement for services between the City and the Fire District. There would be no reduction in salaries of City fire fighters blanketed in as Fire District fire fighter series employees. City paid bonuses would be reviewed for possible inclusion in Fire District salaries.

Appointment of non-uniformed civilian or non-medically qualified fire fighters for non-safety positions is subject to Fire District needs and negotiation and would require a probationary term for any of these employees.

All personnel would be subject to a medical examination, drug screening, and an appropriate personnel review prior to acceptance as Fire District employees. Those not qualifying would remain the obligation of the City.

Personnel costs associated with annexation of the City to the Fire District including transfer of any sick and/or vacation time as discussed below, would be defined during the negotiation process.

### **Benefit Time**

All employees blanketed into the Fire District would receive benefits now provided to Fire District personnel. All time spent in rank as City/Fire District employees would be considered for purposes of determining benefit accrual. Some of the prevailing benefits and conditions are vacation time, holidays, sick leave, retirement plan, and group insurance.

So that no employee is transferred to the Fire District without any available benefit time, the City would be required to transfer to the Fire District for each employee, to the extent the employee is entitled to such benefit time in City employment, a maximum of 20 vacation days, or 10 shifts, whichever is applicable, and 12 sick days, or 6 shifts, whichever is applicable.

The City would reimburse the Fire District for transferred benefit time at City salary rates. All remaining benefit time, such as vacation days, holidays, sick leave, etc., accrued prior to the employee's transfer to the Fire District would remain as obligations of the City. All City employees would be subject to the Hospital Insurance Tax and any other applicable federal regulations.

### **CalPERS/LACERA Retirement**

A sworn City employee transferring to the Fire District would become a LACERA member on the first day of the month following the transfer of service to the Fire District. CalPERS and LACERA retirement systems are reciprocal. A transferring City employee would leave their retirement contributions on deposit with CalPERS and establish reciprocity. The member's LACERA contribution rate would be based on the employee's age upon entering the earliest reciprocal system.

At the time of retirement, a reciprocal member would receive retirement benefits from both agencies based on the benefits of reciprocity, such as adding service credit under each system to determine eligibility to retire.

Service with CalPERS or other reciprocal system is not used to determine the amount Los Angeles County contributes towards the employee's retiree health insurance premiums.

### **Probation**

Any City employee on probation on the commencement date of service by the Fire District would remain on probation until the Los Angeles County probation requirement for the respective rank is met.

### **Promoted Positions**

Current policy of the Fire District is to accept only as many officers and other promoted personnel as there are positions created within the Fire District as a result of the City's annexing to the Fire District. The City would be required to designate the following number of promoted positions and the remaining firefighting members would be blanketed in as fire fighters:

- 6 Captains
- 6 Fire Fighter Specialists/Engineers

All personnel designated for promoted positions must be duly qualified to hold those positions.

### **Seniority**

The annexation of the City to the Fire District would create 25 additional Fire District sworn positions; therefore, 25 uniformed personnel with the highest City Fire Department seniority would receive seniority rights based on service time with the City Fire Department. Any remaining transferring employees would be assigned a seniority date consistent with the effective date of transfer and placed on the Fire District's seniority list in order of their relative service time with the City Fire Department. As those transferring uniformed employees with full seniority status leave Fire District service, the other transferring uniformed employees would be assimilated into full seniority status based on their total time in service as uniformed City/Fire District employees.

Employees would be eligible for promotional examinations within the Fire District without regard to the normal six-month period applicable to new employees. All time spent in rank as City/Fire District employees would be considered for purposes of determining eligibility for promotional examination.

### **City Equipment**

The City would transfer to the Fire District its interest, right, and title, which shall be free and clear, in specified pieces of vehicular equipment which would be necessary for the operation within the City by the Fire District. Major fire equipment or other equipment essential to the operation of the vehicles or stations would also be transferred. All vehicles and major equipment transferred would be specified in an agreement for services negotiated by the City and the Fire District. Expendable equipment, tools, fixtures, furnishings, supplies, and all items incidental to the operation of the Fire Department would also be transferred but not specified. This includes all items currently in possession or assigned to the City Fire Department unless specifically excluded.

The method by which any vehicles leased by the City would be transferred would be addressed in an agreement for services. An agreement for services would also specify the disposition of the equipment and vehicles transferred in the event the agreement is terminated. Unless negotiated otherwise, the Fire District would return comparably aged vehicles to the City upon termination of service.

### **City Fire Department Facilities**

If the City were to annex to the Fire District, the City's three fire stations would be utilized by the Fire District. The Fire District would lease the City's fire stations for \$1 per year/per facility.

Fire station maintenance and minor repairs would be the responsibility of the Fire District for the first five years of the contract term to the extent of \$50,000 per station for the first year, and would increase by 10% each year until the sixth year. All repairs in excess of the Fire District's annual share would remain the responsibility of the City. Beginning the sixth year,

all fire station minor repairs and maintenance would be the responsibility of the Fire District, and major repairs (\$100,000 and over) and/or replacement would remain the responsibility of the City.

### **Landscape Maintenance**

All routine maintenance of the landscaping at the City fire stations would be performed by Fire District fire station personnel.

### **Fuel Tanks**

The City would retain all responsibility for any existing or previously removed underground fuel tanks located at either of the City's stations.

The City's fire apparatus is currently fueled at the City's Corporate Yard at 2620 First Street, La Verne. The Fire District would continue fueling at this location. Costs and procedures for the purchase of fuel by the Fire District from the City would be negotiated.

### **Site Assessments**

Prior to the commencement of services by the Fire District, the City would be required to have performed an Electromagnetic Field Survey, a Phase I Site Assessment and Building Asbestos Survey, and a Phase II Site Assessment, if subsequently required, for the City's fire stations. The site assessments would be conducted by a Cal-OSHA registered environmental assessor who would determine if asbestos, fuel, lead paint, or other environmental contaminants or hazards are present.

All site assessment reports would be reviewed by the Fire District and its environmental services consultants to determine if pertinent standards have been met or if further mitigation measures are required. The City would be required to mitigate and abate all environmental hazards and provide evidence to the Fire District that all recommended measures have been completed and that all applicable laws and requirements have been complied with. Any residual contaminations discovered any time after Fire District occupancy would be the responsibility of the City to abate.

All costs relating to Phase I and II site assessments and hazard abatement/mitigation measures would be borne by the City.

### **Withdrawal from the Fire District**

An annexation agreement entered into by the City and the Fire District would be for a minimum term of ten (10) years. Should the agreement be terminated by either party subsequent to the initial term, the distribution of assets would be determined as defined in the agreement. The Fire District would not be obligated to return to the City any item such as apparatus, vehicles, furnishings, equipment, tools, or other personal property for which a monetary or in-kind credit was given to the City.

## **VIII. SUMMARY**

Annexation of the City of La Verne to the Fire District would result in the City becoming an integral part of an organization that provides quality service to 59 cities and all of the unincorporated areas of Los Angeles County through a regional fire protection system. Under this regional concept, fire stations are strategically located throughout the service area, ensuring the most efficient use of resources for response to alarms.

Participation in the Fire District offers a means for the City to provide and maintain a very high level of emergency services. It also affords the Fire District enhanced coverage to the unincorporated communities of La Verne and Live Oak Canyon, as well as the Fire District-served cities of Claremont, Pomona, and San Dimas.

Based on the proposed operation by the Fire District the City's estimated Fiscal Year 2019-20 annual fee would be \$8.91 million under Option A and \$8.75 million under Option B. The City's three fire stations would be utilized by the Fire District. Constant staffing for the City stations under both options would provide a total of eight (8) uniformed personnel on-duty daily in the City, plus fire prevention staff. Under Option A, staffing in the City would include one engine, one paramedic squad, and one paramedic assessment engine - A. Option B, would include two engines and one paramedic squad. A total of 72 daily, on-duty staff, located within approximately five miles of the City's boundaries, would also be immediately available for fire, hazardous materials, and medical emergencies within the City.

The initial agreement term of any service agreement would be a minimum of ten years.

### GLOSSARY

<b>ALS</b>	Advanced Life Support including emergency care by a certified paramedic (EMT-P)
<b>ASSESSMENT ENGINE</b>	The staffing on a Paramedic Assessment Engine includes one fire fighter specialist paramedic. In addition to the care that EMTs provide, an assessment engine can provide advanced EMS care such as: heart monitoring and interpretation of cardiac rhythms, manual defibrillation and synchronized cardioversion, IV therapy, and advanced pharmacology drug calculations and administration. A paramedic squad is dispatched simultaneously with an assessment engine to assist with patient care and follow up at a receiving hospital, if necessary.
<b>BLS</b>	Basic Life Support including emergency care provided by an Emergency Medical Technician (EMT-1)
<b>BOARD OF SUPERVISORS</b>	The Los Angeles County Board of Supervisors, Board of Directors of the Consolidated Fire Protection District of Los Angeles County.
<b>CITY</b>	The City of La Verne
<b>CITY COUNCIL</b>	The City Council of the City of La Verne
<b>FIRE DISTRICT</b>	The Consolidated Fire Protection District of Los Angeles County, also commonly referred to as the Los Angeles County Fire Department
<b>EMS</b>	Emergency Medical Services
<b>EMT-1</b>	Emergency Medical Technician 1 – personnel certified to perform basic life support and first aid.
<b>EMT-D</b>	Emergency Medical Technician D – personnel certified to perform basic life support and first aid, and to operate an automatic defibrillator. Currently, all engine and truck companies carry automatic external defibrillators and their personnel are certified at the Emergency Medical Technician-Defibrillator (EMT-D) level.

## **GLOSSARY**

<b>LACERA</b>	Los Angeles County Employees Retirement Association
<b>LAFCO</b>	Local Agency Formation Commission
<b>Paramedic Assessment Engine</b>	Emergency responders trained in advance life support to respond on “911” calls for medical assistance. The Engine will be equipped with basic and advanced life support equipment as well as one Paramedic.
<b>PARAMEDIC ENGINE</b>	The usual staffing on a Paramedic Engine is four, which includes two fire fighter paramedics. In addition to the care that EMTs and the single paramedic on assessment engines can provide (see above), the two paramedics on a paramedic engine can calculate and administer controlled drugs. Paramedic engines also maintain a disaster cache with medical inventory for chemical and biological acts of terrorism. Paramedic engines perform patient follow-up, if necessary, to a receiving hospital. A paramedic squad is not dispatched with a paramedic engine.
<b>QUINT</b>	A fire service apparatus that serves the dual purpose of a ladder truck and also functioning as a pumper, carrying a water tank.
<b>TRUCK</b>	A fire service apparatus designed with ladder capabilities and rescue tools such as the “jaws of life.”



## APPENDIX B

### THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

The Consolidated Fire Protection District of Los Angeles County was established in 1949 and is a “special district” under California law. Pursuant to California Government Code Section 55632, the Board of Supervisors of Los Angeles County, as the governing body of the Fire District, may contract with any other neighboring city, county or fire protection district for the furnishing of fire protection to such other agency.

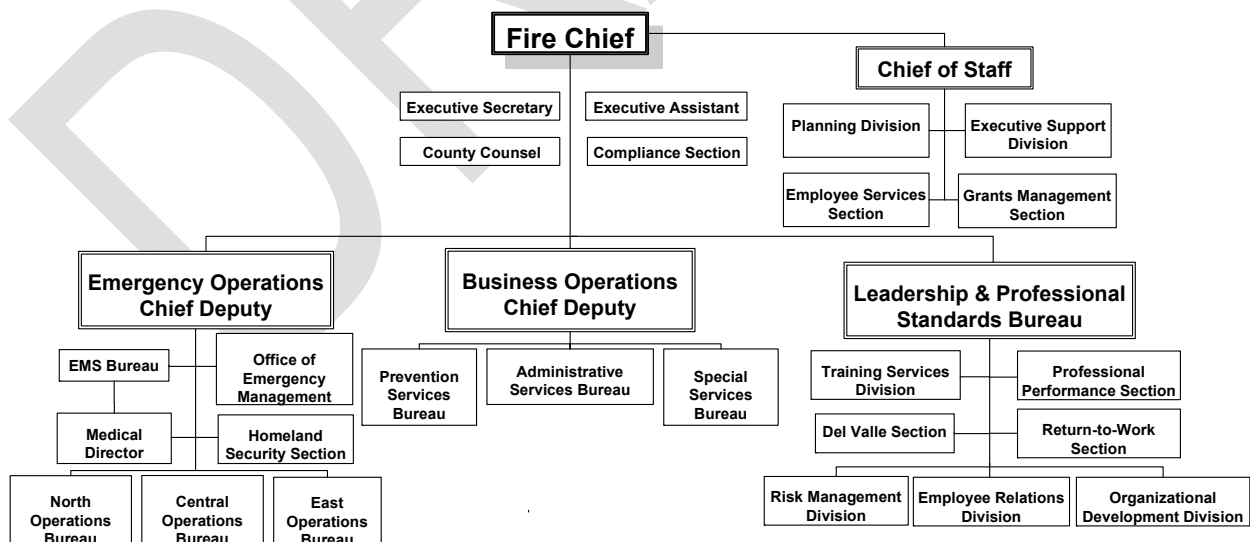
#### Population and Resources

The Fire District serves approximately 4 million people in 59 cities and all of the unincorporated areas of Los Angeles County. The Fire District is a nationally recognized fire department that provides a variety of high-quality emergency and safety related services.

The Fire District operates 173 fire stations with 164 staffed engine companies; 33 truck companies which are quint apparatuses that have both pumper and ladder truck features; 3 light forces, which are comprised of both an engine and truck company that respond in tandem; 3 hazardous materials response squads; 2 urban search and rescue task forces; 3 staffed paramedic air squads (with the capability of staffing an additional 5 air squads); and 74 paramedic rescue squads. In addition, numerous support services and special pieces of equipment are utilized.

#### Organizational Structure

The Fire District’s organizational structure is as follows:



## **THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

For efficient management, the Fire District is divided into eight functional bureaus, each commanded by a Deputy Chief:

- Central, East, and North Regional Operations Bureaus

The firefighting, hazardous materials emergency response and emergency medical forces of the Fire District are assigned into these three Regional Operations Bureaus. These forces are divided into nine field divisions, each under the command of an Assistant Fire Chief. Each field division is composed of two to three battalions.

Each battalion is supervised 24-hours per day by a battalion chief. Six to twelve fire stations make up a battalion. The battalion chief provides overall supervision and administrative control of the stations and is the first line of management responsible for union-represented employees.

An on-duty Fire Captain is assigned to each engine and truck company. The Fire Captain supervises the station and is responsible for the fire prevention and suppression, emergency medical, and other emergency and routine services that are provided within the station's jurisdictional area.

The City of La Verne would be included in the East Regional Operations Bureau. The Deputy Fire Chief in command of the East Regional Operations Bureau is located at Fire Station 118 in the City of Industry. The local Assistant Fire Chief is located at Fire Station 154 in Covina.

- Prevention Services Bureau

Comprised of the Prevention, Health/Hazardous Materials, and Forestry Divisions.

- Special Services Bureau

Comprised of the Privacy and Access Program, Command and Control, Fire Fleet Services, and Construction and Maintenance Divisions.

- Administrative Services Bureau

Comprised of the Human Resources, Financial Management, Information Management, and Materials Management Divisions.

- Leadership & Professional Standards Bureau

Comprised of the Professional Performance, Del Valle, and Return-To-Work Sections; Risk Management, Employee Relations, Training Services, and Organizational Development Divisions.

- Emergency Medical Services (EMS) Bureau

Includes a full time Medical Director, and is responsible for paramedic training, certification, equipment, quality improvement, and legal aspects for all basic and advanced emergency medical services.

**ADDITIONAL FIRE DISTRICT SERVICES****Training**

The Fire District operates four regional training centers. A newly hired Fire District employee is given approximately 20 weeks of intense training at the Fire District's training centers. Our training system is designed to ensure that only highly trained firefighting personnel are available for all emergency and non-emergency duties. In addition to basic firefighting skills, the recruit fire fighter is trained for medical emergencies and is certified as an EMT-1 and EMT-D. For one year after graduation, the employee is on probation and is rated monthly on training progress. The probationary fire fighter receives daily drills and must pass a final examination before being approved for permanent employment. Ongoing training for all personnel is accomplished by mandatory, daily, two-hour drills. Personnel are continually introduced to new or improved emergency and non-emergency procedures.

**Technical Expertise**

The Fire District is a progressive leader in the fire service. It is comprised of many individuals and groups with specialized skills and equipment who provide a high degree of efficiency and cost-effectiveness for both routine and emergency functions. Although the Fire District's urban search and rescue, hazardous materials squads and helicopter operations receive much publicity, the Fire District's scope of expertise and specialization is wide and varied. A few examples follow:

- Arson investigators are full-time professionals.
- Specially trained members of the Joint Regional Intelligence Center (JRIC), Joint Hazard Assessment Team (JHAT) and various local, state, and federal agencies work together to lower the risk of terror by conducting continual joint preventive operations and response training.
- OES/FEMA certified urban search and rescue dogs.
- Swift water rescue teams.
- Fire prevention staff are specialized and develop in-depth knowledge in particular areas. These areas include:

**Schools and Institutions** – Conducts inspections of schools and institutional type buildings.

**Area Offices** – Inspections include new construction, tenant improvement, large occupancies, public assemblies, some of the smaller projects and plan checks.

**Petroleum and Chemical Unit** – Conducts inspections of refineries, large chemical plants, etc.

**Arson/Fire Investigation Unit** – Conducts arson investigations and cause determination investigations.

**Engineering/Plan Check Section** – Reviews all new construction/large tenant improvement plans for Fire Code requirements.

**Health/Hazardous Materials Division** – Handles hazardous materials disclosure.

- A full-time, professionally equipped video unit produces quality and effective audio and visual training materials.
- Special committees provide procedures and training for railroad incidents, truck operations, wildland pre-attack, fire prevention and other specialized areas.
- Experienced administrative paramedics or the Fire District's Emergency Physician/Medical Director coordinate multi-casualty medical procedures.
- A full-time, licensed breathing apparatus technician and experienced, trained assistants repair and maintain breathing apparatus.
- Registered nurse/professional educators coordinate EMT training.
- Information Management Division provides computer support to the field, administration, and the Command and Control Division (dispatching).
- The Fire District's fire shops and field mechanics maintain the Fire District's apparatus for maximum use and efficiency.
- A state-of-the-art, computerized Command and Control Center dispatches and manages the closest available resources on an incident. All first responder units are equipped with an automatic vehicle locator device (AVL) that sends real time data reflecting the location of each unit, unit type, and current rate of travel.
- Dispatching and command staff see exactly where resources are at any time so that units can be moved or repositioned, if necessary, to optimize the use of emergency first responders based upon their actual location.

Following are examples of the Fire District's specialized emergency apparatus and units:

**Urban Search and Rescue (USAR) Task Forces** – Comprised of a USAR Squad and a USAR Engine, these two units combine form a USAR Task Force that is specially trained to respond to technical rescues, collapsed structures, trench rescues, confined space rescues, swift water rescues, cliff rescues, major vehicle accidents with entrapment, and structure fires.

**Hazardous Materials Emergency Response Task Forces** – Comprised of a Hazardous Materials Squad and Engine, these two units are staffed with firefighters who are specially trained to provide immediate response to hazardous chemical emergencies and collapse incidents and provide additional personnel for major emergencies.

**Water Tenders** – Provide water if hydrants fail.

**Metropolitan Incident Resource Vehicle (MIRV)** – A vehicle designed to convey supplies and equipment to support a multi-casualty mass decontamination operation.

**Tractors** – Transport bulldozers and search and rescue trailers to incident sites.

**Rehabilitation and Food Trucks** – Assist firefighters working on incidents for extended times.

**Bulldozers** – Dike off hazardous materials flows or flood waters, assist in rescue efforts, fire overhaul, and wildland firefighting.

**Light Units** – Provide lighting and electricity for effective nighttime operations.

**Brush Patrol Trucks** – Provide jurisdiction patrolling and immediate extinguishment of small fires in the urban interface areas.

**Foam Units** – Provide special types of foam application for chemical and petroleum fires. These are separate from foam units carried on engine companies.

**Mobile Air Units** – Provide on-scene refill of breathing apparatus to enable continuous firefighting operations.

**Mobile Command and Communication Centers** – Allow on-site communication and coordination of resources at major incidents such as floods, earthquakes, explosions, large industrial or life loss incidents.

**Helicopters** – Provide paramedic treatment and transport in life-threatening situations as well as fire suppression water-dropping, search and rescue capabilities, and air reconnaissance for major disasters. The Fire District has ten helicopters including five Firehawks with a water capacity of 1,000 gallons, and five Bell 412s with a water capacity of 360 gallons.

**Deluge Units** – Provide very large water streams for effective application and knockdown of large industrial fires.

While the resources listed above are representative of the specialized capabilities of the Fire District, application of these specialized resources in addition to economy of scale leads to the high quality and wide variety of service the Fire District offers the City.

## ANNEXATION PROCESS

This process has been designed for the timeliest method of annexation. Modifications to the process may result in increasing the length of time to complete the annexation.

District Fire Chief:	Transmits completed Feasibility Study to the Board of Supervisors for approval. Upon Board approval, transmits the Study to the City.
City:	Requests negotiations of an annexation agreement with the Fire District's Fire Chief, and approves Reimbursement Agreement with the Fire District for costs incurred to evaluate City's facilities and equipment for conversion to Fire District standards. Upon successful conclusion of negotiations, City signs annexation agreement and adopts a \$-0- Joint Property Tax Transfer Resolution.
Fire District:	Request the Local Agency Formation Commission (LAFCO) issue a Request for Proposal (RFP) for a Municipal Service Review (MSR).  Submits for Board approval a Resolution Making Application to the Local Agency Formation Commission (LAFCO), \$-0- Joint Property Tax Transfer Resolution, Negative Declaration, and legal description.  Upon Board approval, submits Resolution Making Application to LAFCO, \$-0- Joint Property Tax Transfer Resolution, Negative Declaration, and a legal description to LAFCO.
Local Agency Formation Commission:	Upon consideration of the MSR and receipt of Board approved Resolution, adopts an amended Fire District sphere of influence, holds a public hearing, and approved the annexation.
Fire District:	Submits annexation agreement to the Board for approval.
Board of Supervisors:	Approves annexation agreement.
Local Agency Formation Commission:	Records annexation on date requested. Notifies the County Engineer, County Assessor, the District Fire Chief, and the State Board of Equalization upon completion of the annexation procedures. <i>Map and filing fee must be received by LAFCO before recordation and filing can be made.</i>
City:	Adopts ordinance to use the Fire District Fire Code and an ordinance for the Fire District to be the administering agency for hazardous materials programs, if applicable.



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

April 21, 2020

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

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LOS ANGELES TO  
ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU  
OF JUSTICE ASSISTANCE FOR THE 2018 EDWARD BYRNE MEMORIAL JUSTICE  
ASSISTANCE GRANT  
(ALL DISTRICTS AFFECTED) (3 VOTES)**

**SUBJECT**

Authorize the Chief Executive Officer to execute a Memorandum of Understanding with the City of Los Angeles to accept funds from the 2018 Justice Assistance Grant.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Chief Executive Officer to execute a Memorandum of Understanding with the City of Los Angeles to jointly accept funds from the United States Department of Justice, Bureau of Justice Assistance for the 2018 Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$2,231,202, of which the County of Los Angeles will receive \$1,004,041 which represents half of the total amount less a 10 percent reduction of \$111,560 to cover the City of Los Angeles' administrative costs as outlined in the Memorandum of Understanding.
2. Authorize the Chief Executive Officer or her designee to execute, on behalf of the County of Los Angeles, any contracts and actions necessary to amend, create, or extend any programs to achieve the goals of Justice Assistance Grant programs.

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

The City of Los Angeles (City) and County of Los Angeles (County) have agreed to allocate \$1,004,041 to the County for the 2018 Justice Assistance Grant (JAG). This amount reflects 50 percent of the total grant amount of \$2,231,202 (\$1,115,601) less approximately 10 percent (\$111,560) for administrative costs incurred by the City.

The Memorandum of Understanding (MOU) is required under Department of Justice JAG guidelines.

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

The recommended actions support Countywide Strategic Plan Strategy I.3: Reform Service Delivery Within Our Justice Systems, by providing rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism, and support successful re-entry into our communities.

### **FISCAL IMPACT/FINANCING**

The 2018 JAG grant award will fund programs for County Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22. The grant does not require a net County cost match.

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

The JAG Program was established in 2005 by the 109th Congress to aid states, tribes, and local governments in creating programs that prevent and control crime within their localities. It was created through the merger of the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant Program.

All JAG-funded programs must submit yearly Performance Metrics reports and quarterly financial reports to the Chief Executive Office for processing and subsequent reporting to the Department of Justice. Performance Metrics reports require detailed statistical information about each program as well as activities planned for the future. Financial reports require detailed itemized listings of expenditures.

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

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

There will be no impact on current services.



The Honorable Board of Supervisors  
April 21, 2020  
Page 3

**CONCLUSION**

Approval of the recommended actions will enable the continued funding of programs that reduce crime and increase public safety in our communities.

Respectfully submitted,

Sachi A. Hamai  
Chief Executive Officer

SAH:MM:SW  
RP:cc

Attachments (1)

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



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Grant

PAGE 1 OF 22

<b>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</b> City of Los Angeles 200 North Spring Street SW Mezzanine, Rm. M175 Los Angeles, CA 90012-3239		<b>4. AWARD NUMBER:</b> 2018-DJ-BX-0296	
		<b>5. PROJECT PERIOD:</b> FROM 10/01/2017 TO 09/30/2021 <b>BUDGET PERIOD:</b> FROM 10/01/2017 TO 09/30/2021	
<b>2a. GRANTEE IRS/VENDOR NO.</b> 956000735		<b>6. AWARD DATE</b> 11/13/2018	<b>7. ACTION</b> Initial
<b>2b. GRANTEE DUNS NO.</b> 069928349		<b>8. SUPPLEMENT NUMBER</b> 00	
<b>3. PROJECT TITLE</b> FY 18 Local JAG Program		<b>9. PREVIOUS AWARD AMOUNT</b> \$ 0	
		<b>10. AMOUNT OF THIS AWARD</b> \$ 2,231,202	
		<b>11. TOTAL AWARD</b> \$ 2,231,202	
<b>12. SPECIAL CONDITIONS</b> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
<b>13. STATUTORY AUTHORITY FOR GRANT</b> This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10153); see also 28 U.S.C. 530C(a)			
<b>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</b> 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
<b>15. METHOD OF PAYMENT</b> GPRS			
<b>AGENCY APPROVAL</b>		<b>GRANTEE ACCEPTANCE</b>	
<b>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</b> Matt Dummermuth Principal Deputy Assistant Attorney General		<b>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</b> Jeff Gorsell Deputy Mayor	
<b>17. SIGNATURE OF APPROVING OFFICIAL</b> 		<b>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b>  *Signature incorporates Attached Addendum	<b>19A. DATE</b> MAR 27 2019
<b>20. ACCOUNTING CLASSIFICATION CODES</b> FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 2231202		<b>21. TDJUGT0664</b>	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES  
2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
AWARD

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the County of Los Angeles, a subdivision of the State of California, acting by and through its governing body, the Los Angeles County Board of Supervisors, ("County"), and the City of Los Angeles, acting by and through its governing body, the City Council, ("City").

**WITNESSETH**

WHEREAS, this MOU is authorized pursuant to Section 23005 of the Government Code, and was specifically authorized by the County (refer to Board File dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_); and

WHEREAS, this MOU is authorized by the Los Angeles City Council and the Mayor of Los Angeles (refer to Council File # \_\_\_\_\_ dated \_\_\_\_\_); and

WHEREAS, the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance ("BJA") administers the U.S. Department of Justice, FY 2018 Edward Byrne Memorial Justice Assistance Grant ("FY18 JAG") Program; and

WHEREAS, BJA requires this MOU be executed between the County and City prior to allocating the FY18 JAG funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU; and

WHEREAS, the City agrees to serve as the applicant/fiscal agent for the FY18 JAG funds allocated to the City and County and to provide the County with the amount of JAG funds approved by BJA for use as approved by BJA under the FY18 JAG program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

#### Section 1.

The term of this MOU shall commence on October 1, 2017 and end September 30, 2021. Said term is subject to the provisions herein.

#### Section 2.

Upon the disbursement by BJA to the City of all FY18 JAG funds allocated to the City and County, the City agrees to disburse on a reimbursement basis to County that amount allocated by BJA to the County (the "Disbursement Amount"). The Disbursement Amount is the amount of JAG funds allocated to the County by BJA less 10% of such allocated amount to be retained by the City as compensation to the City for its role as applicant/fiscal agent of such FY18 JAG funds. The County agrees to use the FY18 JAG funds allocated to it for those projects approved by BJA under the FY18 JAG program as set forth in the application for the FY18 JAG funds submitted by the City to BJA. Prior to disbursement of the Disbursement Amount of FY18 JAG funds to the County, the County agrees to enter into a contract with the City setting forth the County's and the City's assurances and obligations regarding the use of FY18 JAG funds, which shall include compliance with all applicable laws and reporting requirements related to the FY18 JAG program and the use of the FY18 JAG funds (the "Contract"), with the exception of Special Conditions 41-47, and 63 of the Department of Justice's Special Conditions for the FY 2018 JAG Formula Program Grant, which have been enjoined by the United States District Court. (See also Department of Justice's "Legal Notices pertaining to FY 2018 awards," declining to enforce Special Conditions 41-47 to the State of California and its political subdivisions, <https://www.ojp.gov/funding/explore/legal-notices>). Currently the Disbursement Amount is contemplated to be One Million Four Thousand and Forty One Dollars (\$1,004,041).

#### Section 3.

Nothing in the performance of this MOU shall impose any liability for claims against the City or County other than claims for which liability may be imposed by the California Tort Claims Act, or claims by the State or Federal Government for unallowable expenditure of the funds provided by this MOU.

#### Section 4.

Any expenditures made prior to the execution of this MOU shall be eligible for reimbursement by FY18 JAG funds per the instruction of the grantor. Funding for all periods of this MOU is subject to the continuing availability of Federal funds for this program. The MOU may be terminated immediately upon written notice to County of a loss or reduction of Federal grant funds.

#### Section 5.

Upon execution of this MOU, the County shall provide performance reports on a quarterly and semi-annual basis demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the FY18 JAG program.

#### Section 6.

Each of the parties to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined

by Section 895.2 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU. City also certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU.

Each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### Section 7.

The parties to this MOU warrant that they will abide by all the Federal, State and other governmental rules and regulations applicable to the FY18 JAG funds. The County shall be liable to the City, as fiscal agent, for any sums spent under the FY18 JAG grant found to be ineligible by the State or Federal government. The County shall cooperate and assist the City in any audit, or administrative or judicial actions brought by the State or Federal government concerning the activities funded by this MOU.

#### Section 8.

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

#### Section 9.

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles to be executed on the \_\_\_\_ day of \_\_\_\_\_ 2020.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL

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

By:  \_\_\_\_\_  
NANCY M. TAKADE  
Principal Deputy County Counsel

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

Date: 3/9/2020

Attach County Seal Here

CITY OF LOS ANGELES  
ERIC GARCETTI, Mayor

Attach City Seal Here

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

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

APPROVED AS TO FORM:  
CITY OF LOS ANGELES  
MICHAEL N. FEUER, City Attorney

ATTEST:  
HOLLY WILCOTT, City Clerk

By: \_\_\_\_\_  
Barak Vaughn, Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

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

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

Council File/CAO Number \_\_\_\_\_ Date \_\_\_\_\_

Said Agreement is Number \_\_\_\_\_ of City Contracts

**SHERIFF'S DEPARTMENT  
ANTICIPATED BOARD LETTER  
PUBLIC SAFETY FACT SHEET  
MARCH 25, 2020**

**SUBJECT**

- Approval of a proposed lease to provide the Sheriff's Department with continued use of 8,054 rentable square feet of office space and up to 32 on-site parking spaces located at 3055 Wilshire Boulevard, Los Angeles.

**TARGETED BOARD AGENDA**

- April 14, 2020

**DESCRIPTION OF PROGRAM / ITEM**

- Since 1999, the Sheriff has occupied office space at 3055 Wilshire Boulevard, Los Angeles, housing its Psychological Services Bureau (PSB). The PSB provides various services and programs to its sworn and professional staff, their family members and significant others focusing on personal and/or job-related stress issues.

**AMOUNT / COST**

- The maximum first-year base rental cost is \$231,956 or \$28.80 annually per square foot, with annual rental adjustments of 4 percent per annum.
- The total amount for rent and parking costs over the initial five-year term is \$1,205,000.
- Total parking costs are estimated to be \$54,912 per year based on Sheriff's right to purchase 16 stalls at prevailing rates (currently \$130 per stall per month) and a right to purchase 16 additional stalls at 120 percent of prevailing rates (currently \$156 per stall per month).
- The Landlord will provide a non-reimbursable base TI allowance of \$120,810 or \$15 per square foot, included in the lease.

**FUNDING SOURCE**

- There is sufficient appropriation in the Fiscal Year (FY) 2019-20 Rent Expense Budget to cover the first-year costs, which will then be billed to the Sheriff. The Sheriff has sufficient appropriation in the Sheriff's Fiscal Year (FY) 2019-20 operating budget to cover these costs for the first year. Beginning with FY 2020-21, ongoing funding for the proposed lease will be part of the budget for Sheriff. These costs are 100 percent funded by net County costs.

## **PURPOSE**

- The proposed lease will continue to provide the Sheriff with its current office and direct service space for its ongoing operations. The proposed premises will accommodate 26 staff members and visitors with adequate parking.

## **CONTRACTING PROCESS (if applicable)**

- N/A

## **CHANGES FROM PREVIOUS YEAR**

- Rent to increase to reflect current market conditions.
- Increase in parking costs to reflect current prevailing rate charged by Landlord.

## **CHANGES TO DEPLOYMENT / STAFFING PLAN**

- N/A

## **ISSUES / CONCERNS**

- The lease has been on holdover since May 12, 2019 without any holdover fee since that time.

## **SUCSESSES / ACCOMPLISHMENTS**

- N/A

## **DISTRICT(S) IMPACTED**

- Second

## **CONTACT PERSON**

- Michael Navarro
- (213) 974-4364
- mnavarro@ceo.lacounty.gov





SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

April 14, 2020

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

Dear Supervisors:

**FOUR-YEAR LEASE  
SHERIFF'S DEPARTMENT  
3055 WILSHIRE BOULEVARD, LOS ANGELES  
SECOND DISTRICT  
(3 VOTES)**

**SUBJECT**

Approval of a proposed lease to provide the Sheriff's Department with continued use of 8,054 rentable square feet of office space and up to 32 on-site parking spaces.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed 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 lease with 3055 Wilshire, LLC (Landlord), for approximately 8,054 rentable square feet of office space, and 32 on-site parking spaces at 3055 Wilshire Boulevard, Los Angeles, CA to be occupied by the Sheriff's Department (Sheriff). The estimated maximum first-year base rental cost is \$231,956. The total base rental cost payable to the Landlord under the proposed lease would be approximately \$985,000 over the four-year term. The Sheriff's total lease costs payable to the Landlord would not exceed \$1,205,000 over the five-year term, which is comprised of the \$985,000 base rental cost and estimated \$220,000 parking cost. The rental costs will be 100 percent net County cost.

3. 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 to take other actions necessary and appropriate to implement and effectuate the terms of the proposed lease, including, without limitation, exercising early termination rights, option to extend term, and the right of first offer to lease additional premises. The proposed lease will become effective upon approval by the Board.

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

Since 1999, the Sheriff has occupied office space at 3055 Wilshire Boulevard, Los Angeles, housing its Psychological Services Bureau (PSB). The PSB provides various services and programs to its sworn and professional staff, their family members and significant others, focusing on personal and/or job-related stress issues. This direct service function is comprised of three major components: (i) Counseling and Consulting Services; (ii) Organizational Consultant Program; and (iii) Addiction Recovery/Peer Support Program. The lease expired on May 12, 2019, and has been on a month-to-month holdover basis without any holdover fee, since that time.

The proposed lease will continue to provide the Sheriff with its current office and direct service space for its ongoing operations. The proposed premises will accommodate 26 staff members and visitors with adequate parking.

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

The Countywide Strategic Plan Goal 1 - *“Make Investments That Transform Lives”* - directs that we will aggressively address society’s most complicated social, health, and public safety challenges. This proposed lease supports this goal by providing the Sheriff with a facility that provides proper accommodations for office space and other necessary associated uses.

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

### **FISCAL IMPACT/FINANCING**

There is sufficient appropriation in the Fiscal Year (FY) 2019-20 Rent Expense Budget to cover the first-year costs, which will then be billed to the Sheriff. The Sheriff has sufficient appropriation in the Sheriff’s FY 2019-20 operating budget to cover these costs for the first year. Beginning with FY 2020-21, ongoing funding for the proposed lease will be part of the budget for the Sheriff. These costs are 100 percent net County cost.

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

In addition to the terms described herein, the proposed lease includes the following provisions:

- The Landlord will be responsible for all operating and maintenance costs associated with the facility.
- The Landlord has conducted a remeasurement of the existing premises, in accordance with industry standards, which has resulted in an increase of 299 square feet in the total amount of rentable square footage from 7,755 rentable square feet to 8,054 rentable square feet.
- The maximum first-year base rental cost is \$231,956 or \$28.80 annually per square foot, with annual rental adjustments of 4 percent per annum.
- Total parking costs are estimated to be \$54,912 per year based on the Sheriff's right to lease 16 stalls at prevailing rates (currently \$130 per stall per month) and a right to lease 16 additional stalls at 120 percent of prevailing rates (currently \$156 per stall per month).
- The Landlord will provide a non-reimbursable base tenant improvement allowance of \$120,810 or \$15 per square foot, included in the lease.
- Attachment B provides an overview of the total proposed lease costs.
- A cancellation provision allows the County to terminate the proposed lease at 36 months with six months prior written notice.
- The proposed lease contains a holdover provision, which includes an increase to base rent by an amount equal to 25 percent of the base rent at the time of lease expiration, for the first twelve months of holdover. Thereafter, the monthly base rent shall increase by 50 percent of the base rent at the time of the lease expiration. The County's holdover tenancy may be terminated upon 30 days' notice from the Landlord.
- The proposed lease gives the County a right of first offer to lease additional contiguous space on the second floor of the building. If the Landlord intends to offer such space or receives a third party offer to lease such space, the Landlord shall give the County first rights to match the proposed rental rate and lease the space, which right County must exercise within 30 days from the Landlord's notice.

- The proposed lease gives the County the option to extend the lease term for five years at fair market rental rate by providing not less than six months prior written notice.
- The proposed lease shall be effective upon approval by the Board and commence upon full execution by the parties.

The Chief Executive Office (CEO), through its broker representative, CBRE, conducted a survey within the project area to determine the availability of comparable office space options. CBRE was unable to identify any sites in the survey area that could accommodate this requirement more economically. Based upon a review of available industry data, CBRE has established that the average annual rental range for a comparable lease in this area is between \$26.40 and \$30 per square foot. The base annual rental rate of \$28.80 per square foot per year is within market range for the area.

Research has been completed to evaluate the option of utilizing co-working as an alternative location for this Sheriff's program. The Chief Executive Officer (CEO) spoke with co-working office space companies about long term leases and they have informed us that their co-working office space is not suited for long-term occupancy since it is not financially viable for long-term occupancy in comparison to the rental costs of traditional long-term office space providers.

Attachment C shows County-owned or leased facilities in the proximity of the service area, and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has inspected the facility and found it suitable for up to four years of County occupancy. The exercise of the option will be contingent on the determination that the building remains suitable for County occupancy prior to exercising the option to extend. A notification letter to the City of Los Angeles has been sent pursuant to Government Code Section 25351. County Counsel has reviewed the attached proposed lease and has approved it as to form.

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

### **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from the California Environmental Quality Act (CEQA), as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor 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 meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

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

The proposed lease will adequately provide the necessary office space for this County requirement. Sheriff concurs with the proposed recommendation.

The Honorable Board of Supervisors

April 14, 2020

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## **CONCLUSION**

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

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

FAD:DPH:DL  
JLC:MAN:RL:gw

Enclosures

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

**SHERIFF'S DEPARTMENT**  
**3055 WILSHIRE BOULEVARD, LOS ANGELES**  
**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
A	Does lease consolidate administrative functions?		X		
B	Does lease co-locate with other functions to better serve clients?			X	
C	Does this lease centralize business support functions?		X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <b>Larger due to counseling and clinical functions.</b>			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?		X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?		X		
<b>2.</b>	<b><u>Capital</u></b>				
A	Is it a substantial net County cost (NCC) program?		X		
B	Is this a long-term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space? No other County owned space available for this program.				X
F	Is Building Description Report attached as Attachment C?		X		
G	Was build-to-suit or capital project considered? <b>The County already occupies the facility and a capital project was not considered.</b>			X	
<b>3.</b>	<b><u>Portfolio Management</u></b>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?			X	
D	Why was this program not co-located?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. ____ No suitable County occupied properties in project area.				
	3. <u>X</u> No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full service lease?		X		
F	Has growth projection been considered in space request?		X		
G	Has the Dept. of Public Works completed seismic review/approval? <sup>1</sup>		X		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98					
<sup>2</sup> If not, why not?					

### OVERVIEW OF THE PROPOSED LEASE COSTS

<b>4510 E. Pacific Coast Highway, Long Beach</b>	<b>Existing Lease</b>	<b>Proposed Lease</b>	<b>Change</b>
Area (Square Feet)	7,755 sq.ft.	8,054 sq.ft.	+299 sf (Per Landlord remeasurement)
Term (years)	5 years (5/13/2014 – 5/12/2019)	4 years	-1 year
Annual Base Rent <sup>(1)</sup>	\$177,637.20 (\$1.62/sf/mo or \$22.90/sf/year)	\$231,955.20 (\$2.40/sf/mo or \$28.80/sf/year)	+\$54,318
Annual TI Reimbursement	N/A	N/A	None
Parking <sup>(2)</sup>	\$2,240 (\$70/space/mo)	\$54,912 (First 16 spaces at \$130/space/mo and next 16 spaces at \$156/space/mo)	+\$51,952
Rental rate adjustment	Annual CPI increases capped at 3 percent	Annual 4 percent increase per year	+ 1 percent
Cancellation	Terminate at any time on 60 days prior written notice	County at 36 <sup>th</sup> month with 180 days' notice	90 day more notice time

- (1) The existing and proposed leases are both gross, with the landlord responsible for paying all costs associated with operational and building maintenance.
- (2) The proposed lease requires that the County pay prevailing rates (currently \$130 per parking space per month) (2/1000) and may pay for an additional 2/1000 at 120% of prevailing rates (currently \$156 per parking space per month). The amount set forth assumes all parking spaces are utilized.



## OVERVIEW OF THE PROPOSED LEASE COST

Sheriff Department  
3055 Wilshire Boulevard, Suite 200

Leased Area (sq.ft.)	8,054	
Term (months)	48	
Annual Rent Adjustment	4.00%	
Base Rent	<b>Cost Per RSF Per Month</b> \$2.40	<b>Cost Per RSF Per Year</b> \$28.80
Parking (16 parking spaces)	<b>Cost Per Space Per Stall</b> \$130	<b>Cost Per Space Per Year</b> \$1,560
Additional Parking (16 parking spaces)	\$156	\$1,872

	1st Year	2nd Year	3rd Year	4th Year	Total 4 Year Rental Costs
<b>Annual Base Rent Costs <sup>1</sup></b>	231,956	241,234	250,883	260,919	<b>985,000</b>
<b>Parking Costs <sup>2</sup></b>	54,912	54,912	54,912	54,912	<b>220,000</b>
<b>Total Annual Lease Costs</b>	<b>286,868</b>	<b>296,146</b>	<b>305,795</b>	<b>315,831</b>	<b>1,205,000</b>

<sup>1</sup> Annual base rent includes fixed 4 percent annual increases.

<sup>2</sup> The parking costs includes 16 parking spaces at the prevailing market rate (\$130 per stall per month) and an additional 16 spaces at 20% of the prevailing rate (\$156 per stall per month) for a total of 32 parking spaces. Prevailing rate may increase over the term of the lease.

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

**SHERIFF'S DEPARTMENT  
SPACE SEARCH – 3 MILE RADIUS  
3055 WILSHIRE BOULEVARD, LOS ANGELES**

LACO	Name	Address	Proprietor	Ownership Type	Property Use	Gross SqFt	Net SqFt	Vacant
A405	BOS/Arts Commission - Wilshire - Bixel Building	1055 Wilshire Blvd Ste. 800 Los Angeles 90017	Board of Supervisors	Leased	Multi Use Bldg - Office	9,906	9,410	NONE
A675	DA - Metro Court/DCFS Metro North/ERCP/Call Center	1933 S Broadway Los Angeles 90007	Children and Family Services	Leased	Multi Use Bldg - Office	148,483	141,059	NONE
A216	DPSS - Appeals & State Hearings	811 Wilshire Blvd Suite 1118 Los Angeles 90017	Public Social Services	Leased	Multi Use Bldg - Office	5,665	5,439	NONE
A118	Citizens Commission On Jail Violence	355 S Grand Ave Los Angeles 90071	Chief Executive Office (CEO)	Gratis Use	Multi Use Bldg - Office	60,984	60,984	NONE
B500	DHS - Workforce Development Program	500 S Virgil Ave Los Angeles 90020	Health Services	Permit	Multi Use Bldg - Office	8,000	7,200	NONE
A578	Auditor - Shared Services Initiative	3470 Wilshire Blvd Los Angeles 90010	Auditor-Controller	Leased	Multi Use Bldg - Office	21,500	20,425	NONE
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St. Los Angeles 90071	County Counsel	Leased	Multi Use Bldg - Office	68,314	65,511	NONE
A632	Office of Inspector	312 S Hill St. Grand Central Market Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	9,782	9,293	NONE
Y193	Parks & Recreation - Headquarters Building	433 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	31,862	21,777	NONE
5456	Health Services Administration Building	313 N Figueroa St. Los Angeles 90012	Health Services	Owned	Multi Use Bldg - Office	221,359	130,143	NONE
10108	Parks and Recreation Planning and Development	510 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	30,788		NONE
10112	Regional Parks and Open Space District	510 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office			NONE
5266	Metropolitan Courthouse	1945 S Hill St. Los Angeles 90007	Chief Executive Office (CEO)	CA - Superior Courts	Multi Use Bldg - Office	303,433	136,422	NONE
X317	DCSS - Le Sage Complex 4 Story Building	3175 W 6th St. Los Angeles 90020	WDACS	Owned	Multi Use Bldg - Office	52,230	40,146	NONE
A369	DCFS - Headquarters Annex	501 Shatto Pl Los Angeles 90020	Children and Family Services	Leased	Multi Use Bldg - Office	17,751	15,976	NONE
A413	Human Resources - Wilshire Square Two Building	3333 Wilshire Blvd Los Angeles 90010	Human Resources	Leased	Multi Use Bldg - Office	85,991	72,804	NONE
A425	DCFS - Headquarters Building	425 Shatto Pl Los Angeles 90020	Children and Family Services	Leased	Multi Use Bldg - Office	81,912	77,816	NONE
X550	Mental Health - Le Sage Complex Tower	550 S Vermont Ave Los Angeles 90020	Mental Health	Owned	Multi Use Bldg - Office	171,651	148,400	NONE
A360	DPSS - Metro North AP/Calworks District Office	2601 Wilshire Blvd Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	62,000	60,140	NONE

L360	DPSS - Metro North/CalWORKs District	2601 Wilshire Blvd Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	501,000	40	NONE
X510	Parks & Rec - Le Sage Complex 2 Story Building	510 S Vermont Ave Los Angeles 90020	Public Health	Owned	Multi Use Bldg - Office	31,540	24,835	NONE
A429	CEO - Real Estate Division/Service Integration	222 S Hill St. Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	34,737	30,798	NONE
A424	DPSS - Equitable Plaza Building	3435 Wilshire Blvd Los Angeles 90010	Public Social Services	Leased	Multi Use Bldg - Office	65,871	62,577	NONE
3154	Clara Shortridge Foltz Criminal Justice Center	210 W Temple St. Los Angeles 90012	Chief Executive Office (CEO)	CA - Superior Courts	Multi Use Bldg - Office	1,036,283	516,275	NONE
3155	Performing Arts Center - De Lisa Building/The Annex	301 N Grand Ave Los Angeles 90012	WDACS	Owned	Multi Use Bldg - Office	27,582	17,978	NONE
0181	Kenneth Hahn Hall of Administration	500 W Temple St. Los Angeles 90012	Board of Supervisors	Owned	Multi Use Bldg - Office	958,090	557,268	NONE
0156	Hall of Records	320 W Temple St. Los Angeles 90012	District Attorney	Owned	Multi Use Bldg - Office	438,095	260,776	NONE
A532	PH Health - Wilshire Metroplex Building	3530 Wilshire Blvd Los Angeles 90010	Public Health	Leased	Multi Use Bldg - Office	113,027	101,920	NONE
B922	DPSS - Wilshire Special District Office	2415 W 6th St. Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	46,228	42,065	NONE
B695	PH - Immuniz&Envir Health/Mental Health	695 S Vermont Ave Los Angeles 90010	Public Health	Leased	Multi Use Bldg - Office	125,622	118,605	NONE

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed lease renewal:** Four-year Lease agreement for the Sheriff's Department – 3055 Wilshire Boulevard, Los Angeles – Second Supervisorial District.

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

**B. Determination of the Service Area** – The proposed lease will provide a four-year lease extension for the existing Sheriff's Department program.

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

- Need for proximity to service area and population: Continuing need for existing operation in the Mid-Wilshire region in support of Psychological Services Bureau.
- Need for proximity to existing County facilities: Close to other County departments.
- Need for proximity to Greater Los Angeles: The current site provides a central location, just west of Downtown Los Angeles and is accessible to public transportation.
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit including a nearby Metro station.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet the Department's needs.
- Compatibility with local land use plans: The site is currently zoned commercial, and the current use is consistent with the building's use and zoning and not in conflict with the goals and policies of the City of Los Angeles. A notification letter has been sent pursuant to Government Code Section 25351.

- Estimated acquisition/construction and ongoing operational costs: The first-year maximum costs associated with the proposed lease are \$286,868, which includes base rent of \$231,956 and estimated parking costs of \$54,912. Rental costs for the Sheriff are 100 percent net County cost.

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

Based upon the space and service needs of Sheriff, CBRE surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

Based upon a review of available industry data, CBRE has established that the average annual rental range for a comparable lease in this area is between \$26.40 and \$30 per square foot. The base rental rate of \$28.80 per square foot per year for the proposed lease is within market range for the area.

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

The existing facility provides proper accommodations for the Sheriff within the indicated service area. The proposed lease conforms with the Asset Management Principles outlined in Attachment A. The existing services provided by the Sheriff within the existing facility will continue to provide an appropriate location, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES – Tenant**

**for Sheriff's Department**

**3055 WILSHIRE, LLC – Landlord**

**3055 WILSHIRE BOULEVARD**

**SUITE 200**

**LOS ANGELES, CALIFORNIA 90010**

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## **EXHIBITS**

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

## **LANDLORD'S WORK LETTER**

- Addendum A – Base Building Improvements
- Addendum B – Tenant Improvements
- Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between 3055 WILSHIRE, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

**1.1 Terms**

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

a. Landlord's Address for Notice:	3055 WILSHIRE, LLC 3055 Wilshire Boulevard, Suite 900 Los Angeles, CA 90010 Attn: Property Manager  With a copy to:  3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate  With a copy to:  County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 8,054 rentable square feet located on the second (2nd) floor of the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.

d. Building:	The building located at 3055 Wilshire Blvd., Los Angeles, CA 90010, which is currently assessed by the County Assessor as APN 5077-008-016, commonly known as 3055 Wilshire, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e. Term:	Four (4) years, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the fourth (4th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	[Intentionally Omitted]
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	\$19,329.60 per month (which is based upon a rental rate of \$2.40 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be \$231,955.20
i. Early Termination	Pursuant to Section 4.2
j. Rentable Square Feet in the Premises:	8,054 square feet.
k. Initial Departmental Use:	Office, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable square feet of the Premises per month (which

	<p>allocation is currently 16 parking spaces) at the Building, with a maximum of \$130 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred percent of the Building's prevailing rates, which adjusted rates are currently \$156 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 32 parking spaces).</p> <p>Tenant's parking charges, as defined above, in conjunction with their monthly rent.</p>
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, 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 to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated December 26, 2019 prepared by a <u>certified</u> California Asbestos contractor.
o. Seismic Report	A report dated March 11, 2020 prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated January 10, 2020 prepared by a licensed California architect.

## 1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	\$120,810.00 (which is based upon the rate of \$15.00 per rentable square foot)
b. Tenant's TI Contribution:	N/A
c. Change Request Contingency	[Intentionally Omitted]
d. Tenant Improvement Amortization Rate and Change Request	N/A

Amortization Rate:	
e. Tenant's Work Letter Representative:	Bryan Bell
f. Landlord's Work Letter Representative:	Property Manager and/or an assigned staff member of Landlord
g. Landlord's Address for Work Letter Notice:	<p>3055 WILSHIRE, LLC  3055 Wilshire Boulevard, Suite 900  Los Angeles, CA 90010  Attn: Property Manager</p> <p>With a copy to:</p> <p>3470 Wilshire Boulevard, Suite 700  Los Angeles, CA 90010  Attn: Legal Department</p>
h. Tenant's Address for Work Letter Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3 <u>Exhibits to Lease</u>	<p>Exhibit A - Floor Plan of Premises  Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms  Exhibit C - Form of Payment Voucher  Exhibit D - HVAC Standards  Exhibit E - Cleaning and Maintenance Schedule  Exhibit F - Subordination, Non-Disturbance and Attornment Agreement  Exhibit G - Tenant Estoppel Certificate  Exhibit H - Community Business Enterprises Form  Exhibit I - Memorandum of Lease</p>
1.4 <u>Landlord's Work Letter</u>  (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: Form of Preliminary and Final TI Cost Statement

## **2. PREMISES**

### **2.1 Lease of Premises**

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

## **3. COMMON AREAS**

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

## **4. COMMENCEMENT AND EXPIRATION DATES**

### **4.1 Term**

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B.

### **4.2 Termination Rights**

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g. Rent) beyond any applicable notice and cure period, Tenant shall have a one- m g "T m O " m L effective as of the last day of the thirty-sixth (36th) month of the Term ("Termination Date"), by giving no less than six (6) months prior written notice to Landlord o "T m N ". If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. In the event that such Termination Option is exercised, Tenant shall pay to Landlord a termination fee in an amount equivalent to the unamortized balance remaining to be reimbursed to Landlord of the Tenant Improvement Costs (as such term is W k L "T m F ". For purposes of calculating the Termination Fee, the costs described above shall be amortized over the sixty (60) months of the Term. Tenant shall pay the Termination Fee at the time of delivery of the Termination Notice to Landlord. If Tenant fails to timely deliver the Termination Notice or pay the Termination Fee, Tenant shall be considered to have elected not to exercise the Termination Option. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be

exercised only by the originally named Tenant (and not any assignee, sublessee, T L y g y named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

## 5. **RENT**

### 5.1 **Base Rent**

Tenant shall pay Landlord the Base Rent stated in Section 1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

### 5.2 **Base Rent Adjustments**

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent for the Premises shall be as follows:

<i>Year of Term</i>	<i>Monthly Installment of Base Rent</i>	<i>Rate per Rentable Square Foot</i>
1	\$19,329.60	\$2.40
2	\$20,102.78	\$2.50
3	\$20,906.90	\$2.60
4	\$21,743.17	\$2.70

**6. USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

**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 thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

**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 ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, 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. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

**9. DAMAGE OR DESTRUCTION**

**9.1 Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall



continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. 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.

## 9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

## 9.3 Damage In Last Year

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

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

## 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, then Tenant may:

- a. Declare a default hereunder, or

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

## **10. REPAIRS AND MAINTENANCE**

### **10.1 Landlord Representations**

- a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
  - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;
  - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).
- c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

## 10.2 Landlord Obligations

- a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlord's sole cost and expense:
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, concrete slab and footings, roof, roof membrane, roof covering, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - v. elevators serving the Building.
- b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:
  - i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);
  - ii. painting interior partitions (which shall be repainted as needed);
  - iii. doors;
  - iv. plate glass;
  - v. the interior side of demising walls (which shall be repainted as needed);

- vi. interior ceiling
- vii. Building standard signage (but excluding any other Tenant signage); and
- viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time.

### 10.3 Tenant Obligations

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

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

### 10.4 Tenant's Right to Repair

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

be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- b. Notwithstanding any provisions of this Lease to the contrary, Tenant, at its sole discretion, acting through the Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed \$5,000. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant remedies found in, but not limited to, Sections 4 through 13 of said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein.

## **11. SERVICES AND UTILITIES**

### **11.1 Services**

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

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 other first-class buildings and not less than the standard set forth in Exhibit D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which rates are currently \$200.00 per hour (two hour minimum), subject to change.

- b. **Electricity**

Landlord shall furnish to the Premises the amount of electric current provided for in the Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

- c. **Elevators**

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord

shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

d. Water

Landlord shall make available warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlord's sole cost and expense, shall provide security services at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord

ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

**12. TAXES**

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

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

**13. LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during Normal Working Hours upon prior written notice (which may be in the form of an email communication) for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Notwithstanding the foregoing, Landlord shall have the right at any and all times, without prior notice, to enter the Premises in the event of an emergency.

**14. TENANT DEFAULT**

**14.1 Default**

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

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

#### 14.2 Termination

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

#### 14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

### 15. LANDLORD DEFAULT

#### 15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within 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 10.4); 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 in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- a. to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- b. to pursue the remedy of specific performance;
- c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or
- d. to terminate this Lease.



### 15.2 Waiver

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

### 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

## 16. **ASSIGNMENT AND SUBLETTING**

### 16.1 Assignment and Subletting

Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that (i) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (ii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

### 16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

- a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.
- b. A signed letter including the following information:

- i. Name and address of new owner or other party to whom Base Rent should be paid;
  - ii. Federal tax ID number for new owner;
  - iii. Name of contact person and contact information (including phone number) for new owner; and
  - iv. Proof of insurance.
- c. A W-9 form for new owner

## **17. ALTERATIONS AND ADDITIONS**

### **17.1 Landlord Consent**

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

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

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

### **17.2 End of Term**

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

## **18. CONDEMNATION**

### **18.1 Controlling Terms**

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a

Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

#### 18.2 Total Taking

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

#### 18.3 Partial Taking

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

#### 18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

#### 18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation,

sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

18.6 Waiver of Statute

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

19. **INDEMNIFICATION**

19.1 Landlord's Indemnity

Landlord shall indemnify, defend and hold harmless Tenant from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. 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 sole negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach of 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 sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

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

20.1 Waiver

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

## 20.2 General Insurance Provisions – Landlord Requirements

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

### a. Evidence of Coverage and Notice to Tenant

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies should litigation arise.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in the Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant required endorsement forms. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

Landlord also shall promptly use reasonable efforts to notify Tenant of any third party claim or suit filed against Tenant and known to Landlord which arises from the filing of a claim or lawsuit against Landlord and/or Tenant.

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance within thirty (30) days of written notice from Tenant, at the discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming

Landlord and its Agents as an additional insured, with limits of not less than:

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

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

#### 20.4 Landlord Requirements:

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

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

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

a. Commercial Property Insurance. Such insurance shall:

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

## 21. PARKING

### 21.1 Tenant's Rights

Tenant shall have the right to lease two (2) monthly unreserved parking spaces  
1,000 q T P m ,  
which allocation is currently sixteen (16) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently \$130.00 per unreserved space per month, subject to change. Tenant may lease



additional parking spaces on a month to month basis at one hundred twenty  
120% Base Rent, which adjusted rates  
are currently \$156.00 per unreserved space per month, subject to change.  
Notwithstanding the foregoing, in no event shall the total number of parking  
spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces  
1,000 sq. ft. of Leased Premises,  
which total number is currently thirty-two (32) parking spaces. Tenant  
acknowledges that all such parking spaces are to be used on a non-exclusive  
basis by Tenant and other tenants, occupants, licensees, invitees and permittees  
of the Building. No tandem parking shall be required, 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 (or, at Landlord's  
option, the operator or lessee of the parking facilities) from time to time, provided  
that such procedures shall be uniformly applied to all tenants. The cost of any  
parking spaces leased by Tenant hereunder shall be payable by Tenant on the  
first day of each calendar month of the Term of this Lease in addition to the Base  
Rent in Article 5.

## 21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

- a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

## 22. ENVIRONMENTAL MATTERS

### 22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to

cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building, or the Common Areas ("Tenant's Hazardous Materials"), except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

## 22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

**23. ESTOPPEL CERTIFICATES**

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

**24. TENANT IMPROVEMENTS**

Landlord shall construct the Tenant Improvements in the manner set forth in Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

**25. LIENS**

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

**26. SUBORDINATION AND MORTGAGES**

**26.1 Subordination and Non-Disturbance**

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

**26.2 Existing Deeds of Trust**

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

**26.3 Notice of Default**

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

**27. SURRENDER OF POSSESSION**

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

**28. SIGNAGE**

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall also have the right to install a 1,000 R F P m B g y board in the main lobby of the Building. Tenant shall also have the right to install building standard identification signage in the elevator lobbies of the floors of the Premises.

**29. QUIET ENJOYMENT**

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

**30. GENERAL**

**30.1 Headings**

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

### 30.2 Successors and Assigns

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

### 30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease, other than CBRE, L.P. "CBRE" as otherwise disclosed to the other in writing, and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

### 30.4 Entire Agreement

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

### 30.5 Severability

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

### 30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1 hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier

service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

**31. AUTHORITY**

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

**32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

**32.1 Consideration of GAIN Program Participants**

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

**32.2 Solicitation of Consideration**

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

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-C, Emily F. Hill, 800 44-6861. Failure to report such attempt shall result in the landlord being eliminated from consideration.



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

### 32.3 Landlord Assignment

- a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Building with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Building through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the 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.



- e. Landlord shall give the County notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.
- f. 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.
- g. 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.

#### 32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors,

tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

**33. IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

**34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES**

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is vacant as of the C mm m D m " m " during the Term and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such thirty (30) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the thirty (30) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

### **35. OPTION TO EXTEND**

#### **35.1 Option Terms**

Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, and is in possession of the Premises at the time Tenant exercises its option, Tenant shall have one (1) option to x T m L "Ex O " sixty (60) months "O T m" L m m and conditions except for the monthly installment of Base Rent. If Tenant wishes to exercise the Extension Option, Tenant shall deliver written notice to Landlord no less x 6 m x g T m "Ex N ". If Tenant fails to timely deliver the Exercise Notice, Tenant shall be considered to have elected not to exercise the Extension Option. The Base Rent payable during the Option Term shall be the fair market rental rate for the Premises (based on comparable space in the same locality and taking into account any rent abatement, tenant improvement allowances or other monetary concessions generally available with respect to such comparable spaces) as of the date of the Exercise Notice but shall not be less than the monthly installment of Base Rent payable by Tenant immediately before the Option Term. Landlord and Tenant shall have until the date that is thirty (30) days following the L T ' Ex N m y g w Base Rent for the Option Term. Except for Base Rent at the new rate, all of the terms and conditions of the Lease shall remain the same and shall remain in full force and effect throughout the Option Term; provided, however, that any free rent, improvement allowances, moving allowances, lease assumption payments, plan design allowances (or payments), expansion options, opportunity rights or other similar concessions provided for in the Lease shall not apply during any Option Term. The rights contained in this Section 35.1 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or T ' L y g y m Tenant occupies the entire Premises as of the date it exercises the Extension Option in accordance with the terms of this section.

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

LANDLORD:

3055 WILSHIRE, LLC,  
a California limited liability company

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

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
Dean Lehman  
Senior Manager, Real Estate Division

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
Of the County of Los Angeles

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

APPROVED AS TO FORM:

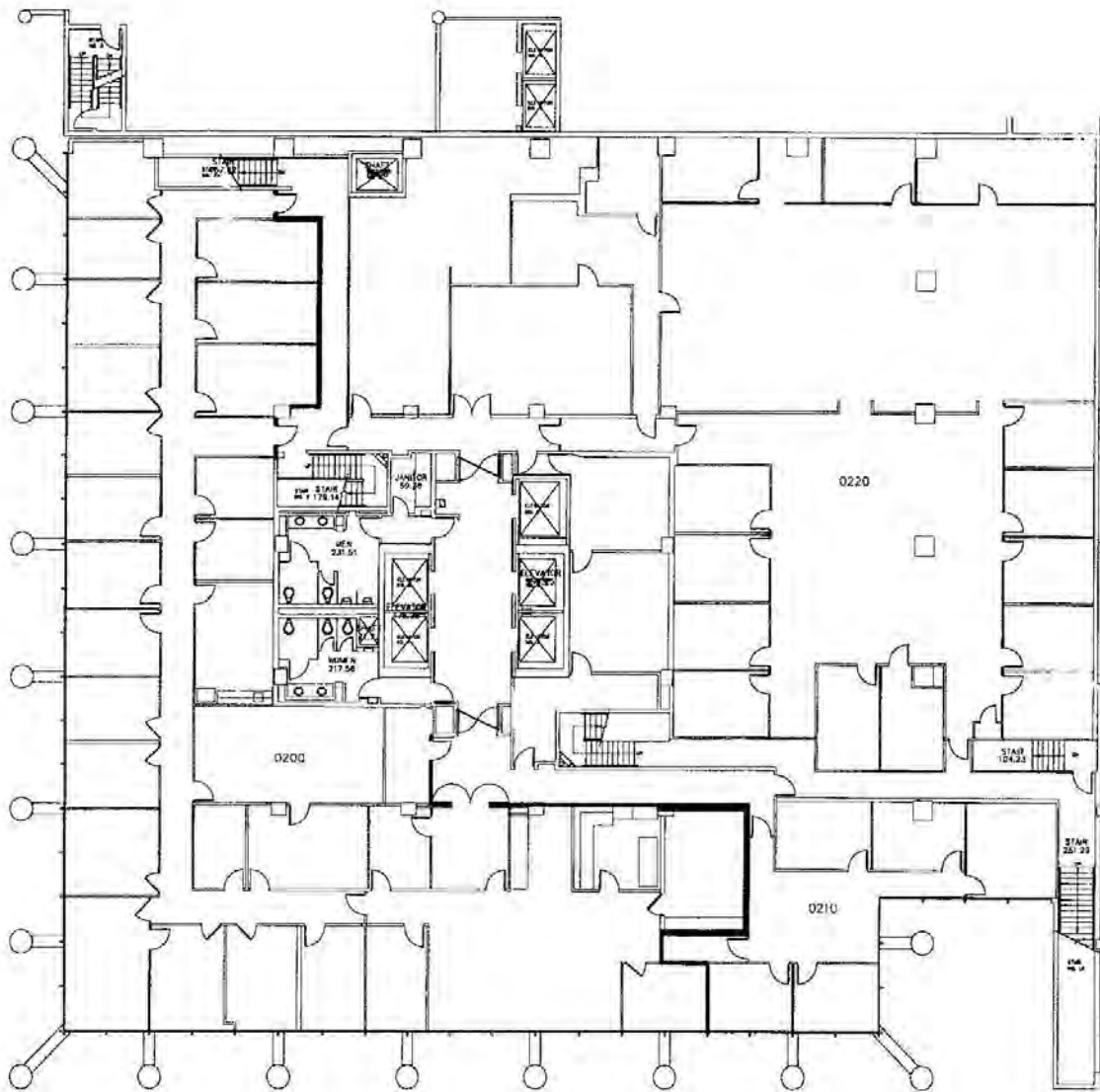
MARY C. WICKHAM  
County Counsel

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

## EXHIBIT A

### FLOOR PLAN OF PREMISES

#### Suite 200



## EXHIBIT B

### COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and 3055 Wilshire, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 3055 Wilshire Blvd., Los Angeles, CA 90010 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 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 \_\_\_\_\_ rentable square feet of space.

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

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

Landlord:

3055 WILSHIRE, LLC,  
a California limited liability company

By:

\_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By:

\_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT C**

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION  
RENT PAYMENT VOUCHER  
FISCAL YEAR 2017-18

18-Aug-17

[illegible]

\* Leave Blank except for 13th Accounting Period

<sup>44</sup> Leave blank except entering commitments or expenditure accrual.

PV\_Leasing.accdb: Report Name: 00000-00000\_17-18



## **EXHIBIT D**

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

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

## **EXHIBIT E**

### **CLEANING AND MAINTENANCE SCHEDULE**

#### **1. DAILY (Monday through Friday)**

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Emergency exit signage and egress battery replacement (if applicable)
- K. Graffiti expunged as needed within two working days after notice by Tenant
- L. Floors washed as needed.
- M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, and soap.
- N. Exclusive day porter service (if provided by contract).

#### **2. WEEKLY**

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

#### **3. MONTHLY**

- C. Floors washed and waxed in uncarpeted office area.
- D. High-reach areas, door frames and tops of partitions dusted.
- E. Upholstered furniture vacuumed, plastic and leather furniture wiped
- F. Picture moldings and frames dusted.

- G. Wall vents and ceiling vents vacuumed.
  - H. Carpet professionally spot cleaned as required to remove stains.
  - I. HVAC chiller water checked for bacteria, water conditioned as necessary.
4. QUARTERLY
- J. Light fixtures cleaned and dusted, but not less frequently than quarterly.
  - K. Wood furniture polished.
  - L. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
  - M. HVAC units serviced for preventative maintenance purposes, all filters changed.
5. SEMI-ANNUALLY
- N. Windows washed as required inside and outside but not less frequently than twice annually.
  - O. All painted wall and door surfaces washed and stains removed.
  - P. All walls treated with vinyl covering washed and stains removed.
6. ANNUALLY
- Q. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
  - R. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
  - S. Touch-up paint all interior painted surfaces in a color and finish to match existing.
7. AS NEEDED
- T. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
  - U. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
  - V. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

W. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
- iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
- iv. clean light traffic areas a minimum of once per year.

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

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

F. All HVAC ducts cleaned as needed.

8. 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 F**

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

**RECORDING REQUESTED BY  
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

)  
)  
)  
)  
)  
)  
)

Space above for Recorder's Use

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**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 \_\_\_\_\_, 200\_\_ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), 3055 WILSHIRE, LLC, a California limited liability company, ("Borrower") and [*Insert name of Lender*], ("Lender").

**Factual Background**

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Building (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 Building and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a Non-disturbance provision, all as set forth more fully below.

**Agreement**

Therefore, the parties agree as follows:

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

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building and also includes any and all successors and assigns, including Lender, of such transferee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BORROWER: 3055 WILSHIRE, LLC,  
a California limited liability company

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

LENDER: *[Insert name of Lender],*

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



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

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

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

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

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

WITNESS my hand and official seal.

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

## EXHIBIT G

### TENANT ESTOPPEL CERTIFICATE

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

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

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

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

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

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

      (b)    The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,  
a body corporate and politic

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

# EXHIBIT H

## COMMUNITY BUSINESS ENTERPRISE FORM

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

<b>I. Minority/Women Participation in Firm</b> (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name: _____			3. Contact Person/Telephone Number: _____			
2. Address: _____			4. Total number of employees in the firm: _____			
5. Provide the number of all minority employees and women in each	Owners, Partners and Associate		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

<b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>			
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____			

2. Total Number of Ownership/Partners, Etc.: _____			<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>	
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm  by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No  City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No  Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Black/African American			<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>  <input type="checkbox"/> We do not wish to provide the information required in this form.  Firm Name: _____  Signature/Title: _____  Date: _____	
Hispanic/Latin American				
Asian American				
Portuguese American				
American Indian/Alaskan Native				
All Others				

**EXHIBIT I**

**MEMORANDUM OF LEASE**

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

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

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

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**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between 3055 WILSHIRE, LLC, a California limited liability company (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

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

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

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

LANDLORD:

3055 WILSHIRE, LLC,  
a California limited liability company

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

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

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
Dean Lehman  
Senior Manager, Real Estate Division

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
Of the County of Los Angeles

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

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

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

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

Signature (Seal)

**LANDLORD'S WORK LETTER**

**For**

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
LEASE AGREEMENT**

**COUNTY OF LOS ANGELES, as Tenant**

**for Sheriff's Department**

**LANDLORD: 3055 WILSHIRE, LLC**

**Property Address: 3055 Wilshire Boulevard, Los Angeles, CA 90010**



## LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated \_\_\_\_\_, 20\_\_\_\_, executed concurrently herewith, by and between 3055 WILSHIRE, LLC, a California limited liability company, as Landlord, and COUNTY OF LOS ANGELES, 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) <u>Tenant Improvement Allowance</u>   | \$120,810.00 (i.e., \$15.00 per rentable square foot of the Premises)                                   |
| (b) <u>Tenant's TI Contribution</u>   | N/A   |
| (c) <u>Change Request Contingency</u>   | [Intentionally omitted]   |
| (d) <u>Tenant Improvement Amortization Rate and Change Request Amortization Rate:</u> | N/A   |
| (e) <u>Tenant's Work Letter Representative</u>  | Section Chief or an assigned staff person of the Chief Executive Office-Real Estate Division            |
| (f) <u>Landlord's Work Letter Representative</u>                                      | Property Manager, or an assigned staff person of the Landlord   |
| (g) <u>Landlord's Address for Work Letter Notice</u>                                  | 3055 Wilshire, LLC<br>3055 Wilshire Blvd., Suite 900<br>Los Angeles, CA 90010<br>Attn: Property Manager |

With a copy to:

3470 Wilshire Boulevard, Suite 700  
Los Angeles, CA 90010  
Attn: Legal Department

- |  |   |
|--|---|
| (h) <u>Tenant's Address for Work Letter Notice</u> | County of Los Angeles<br>Chief Executive Office - Real Estate Division<br>County of Los Angeles<br>320 West Temple Street, 7th Floor<br>Los Angeles, CA 90012<br>Attention: Director of Real Estate |
|--|---|

(i) Addenda

Addendum A: Base Building  
Improvements  
Addendum B: Tenant Improvements  
Addendum C: Form of Preliminary and  
Final TI Cost Statement

## 2. **Construction of the Building.**

2.1 **Base Building Improvements.** Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If 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) in accordance with Section 7.1 of this Work Letter.

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

(a) If the Building as initially constructed does not comply with current 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 if the Building had been in compliance with such codes, then 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 or to make existing building systems, including but not limited to electrical service and HVAC equipment, 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, nor (v) supervision or overhead costs of Landlord, unless otherwise approved by Tenant.

2.3 **Base Building Plans.** Landlord has delivered to Tenant complete and accurate "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) format. If Tenant incurs additional costs because such plans and specifications are materially incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below), and Landlord shall pay for any increased costs incurred in correcting such material incompleteness or inaccuracy.

3. **Selection of Architect and Engineer.** Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects and engineers familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect and an engineer, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within three (3) business days after Landlord has submitted the name of the selected architect and the selected engineer to Tenant, together with

detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect") and an engineer (the "Engineer"), and Tenant's written acceptance has been delivered to and received by Landlord. Landlord shall contract for the approved Architect and Engineer to complete the Working Drawings and the Final Plans, as defined below, provide plan check review and permitting by the local agencies having jurisdiction and provide the complete scope of Architectural and Engineering services to complete the project according to the Final Permitted Plans. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below), and the costs for plan check and permits shall be included in the calculation of Tenant Improvement Costs (as defined below).

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 accepted by Tenant, sufficient in number so that a minimum of three (3) bids are received. Each 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 depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the selected contractor (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

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

5.1 **Preparation of Space Plan.** Concurrently with the execution of this Lease, Tenant shall submit 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 (the "Space Plan").

5.2 **Preparation and Review of Working Drawings.** Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall be consistent with the Preliminary TI Cost Statement (as defined below), compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and which shall include 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 thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely 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. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below).

5.3 **Preparation and Review of Engineering Drawings.** Landlord shall cause the Architect to coordinate all engineering drawings prepared by 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 and acceptance. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below).

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver five (5) sets of the Final Plans to Tenant for Tenant's review and acceptance. Landlord's costs of the Architect integrating the accepted Working Drawings with the accepted Engineering Drawings shall be included in the calculation of Tenant Improvement Costs (as defined below). 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), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings and Final Plans shall be at Landlord's sole cost and expense.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within fifteen (15) business days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within ten (10) days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. If, after such procedure, the parties cannot agree on the Working Drawings, the Engineering Drawings or the Final Plans, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease and the Work Letter. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.

5.6 Schedule. Within fifteen (15) business days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates 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 the Construction Contract, construction commencement, construction completion, the Projected Commencement Date and other relevant dates. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant.

5.7 Submittals. The Contractor shall submit to Tenant any Shop Drawings, Product Data, Samples and similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of

the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been accepted by Tenant.

## **6. Landlord's TI Cost Statement and Payment of Tenant Improvement Costs.**

**6.1 Cost Statement.** Within three (3) days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost statement for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Statement"), which must not exceed the sum of the Tenant Improvement Allowance and Tenant's TI Contribution. Such statement shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Statement". Tenant shall have ten (10) business days after the date of receipt of the Final TI Cost Statement to accept or reject the Final TI Cost Statement, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein. Tenant's failure to accept or reject the Final TI Cost Statement in writing within such period shall be deemed to be rejection. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Statement in writing. If Tenant rejects the Final TI Cost Statement due to matters related to cost and the Final TI Cost Statement is ten percent (10%) or more higher in cost than was projected in the Preliminary TI Cost Statement, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at Landlord's sole expense, to comply with the Preliminary TI Cost Statement, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Statement or the Final TI Cost Statement, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Preliminary TI Cost Statement or the Final TI Cost Statement, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease or this Work Letter.

**6.2 Tenant Improvement Allowance and Tenant's TI Contribution.** All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements." Costs of Tenant Improvements shall include costs for furniture, telecommunications equipment, soft costs, and any other costs approved in writing by Tenant (collectively "Tenant Improvement Costs"), all of which must not exceed the Tenant Improvement Allowance, Tenant's TI Contribution and costs of any Change Requests (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from Tenant Delays as defined below. Except as otherwise provided herein, all Tenant Improvement Costs shall be paid by Landlord and deducted from the Tenant Improvement Allowance. If the Tenant Improvement Costs exceed the Tenant Improvement

Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

**6.3 Method of Payment.** That portion of Tenant's TI Contribution used to pay for any Tenant Improvement Costs in excess of the Tenant Improvement Allowance may, at Tenant's election, be paid to Landlord (a) in a lump sum, when the Tenant Improvements are Substantially Complete, or (b) in equal monthly payments, amortized over the term of the Lease at the Tenant Improvement Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Tenant Improvement Costs in excess of the Tenant Improvement Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining term of the Lease at the Tenant Improvement Amortization Rate.

## **7. Construction of Tenant Improvements.**

**7.1 Tenant Improvements.** Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be performed by Landlord and included in the cost of Tenant Improvements.

**7.2 Bids.** Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after three (3) bids have been solicited from responsible and qualified persons. 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. Landlord shall also obtain three (3) bids for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

**7.3 Permits.** Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof. Landlord's costs shall be included in the calculation of Tenant Improvement Costs.

**7.4 Commencement of Construction.** Landlord shall commence construction of the Tenant Improvements within fifteen (15) business days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below).

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

(a) **Notice of Non-responsibility.** Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of non-responsibility by Tenant in compliance with California Civil Code Section 8444.



(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any other decor selection efforts required by Tenant, shall be provided by Landlord' in accordance with Tenant's Space Plan and such costs shall be included in the calculation of Tenant Improvement Costs. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements.

(d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. 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 California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the Tenant 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 at the site.

(f) Access During Construction. Tenant shall have the right to inspect the Tenant Improvements during the course of construction. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work. In no event shall Tenant interfere with the work performed hereunder.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within ten (10) business days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than ninety (90) days following the walk-through inspection. If Landlord fails to complete any of the punch-list items within such ninety

(90) day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

**7.7 Conformed Plans.** Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, 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 in Auto CAD R 15.dwg (or later version) format, along with one (1) complete set of mylar transparencies of drawings and one (1) complete set of specifications.

**8. Change Requests.** Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Change Request"), provided that the requesting party must submit a written request to the other party and that Change Requests will not be effective unless approved in writing by both Tenant and Landlord. The amount of the Change Request Contingency set forth in Section 1 has been authorized by the Board of Supervisors of the County to be used to pay the costs of any and all Change Requests, but only the Chief Executive Officer is authorized to approve Change Requests on behalf of Tenant, and only if the aggregate amount of all approved Change Requests does not exceed the Change Request Contingency. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Statement have been accepted, then any additional costs related thereto in excess of Tenant Improvement Allowance shall be paid by Tenant, provided that Tenant executes a written Change Request prior to the performance of the applicable work. Tenant may elect to pay for such costs (a) in a lump sum, upon Substantial Completion of the Tenant Improvements, or (b) in equal monthly payments, amortized over the term of the Lease at the Change Request Amortization Rate. Landlord shall be solely responsible for the cost of any Change Requests that are not requested by Tenant. Landlord shall submit to the Chief Executive Officer with each Change Request (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Requests previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Request is approved. Each Change Request must be signed and dated by the Chief Executive Officer.

#### **9. Furniture System.**

9.1 Tenant shall deliver to Landlord within ten (10) days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package within five (5) business days. Landlord shall order the modular furniture set forth in the Modular Specifications, and install the same within the Premises, all of which shall be a Tenant Improvement Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package



shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the realty or real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. **Tenant Improvement Costs Adjustment and Right to Audit.** Within five (5) days of the issuance of a Certificate of Occupancy for the Premises, or a final sign-off by the City of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail, including but not limited to pay applications, invoices, cancelled checks, contracts, approved changed orders, and any other support documentation reasonably required by Tenant, all Tenant Improvement Costs and the amount thereof that is excess of the Tenant Improvement Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Tenant Improvement Costs at any time within twenty-four (24) months after the date of Tenant's Acceptance of the Premises and Landlord having provided a complete statement showing reasonable details of all Tenant Improvements Costs. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and Landlord shall pay Tenant the amount of any over-payment made by Tenant within thirty (30) days, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results. Landlord shall require the Contractor to include reasonable audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

11. **Telephone/Computer Room and Equipment.** Landlord shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least thirty (30) days prior to the Projected Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Projected Commencement Date.

## 12. Delay.

12.1 Tenant Delays and Force Majeure Delays. 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 Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) 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 (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, 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)").

## 12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within forty eight (48) hours of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if the same are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if there are ten (10) days of Tenant Delays, and four (4) days of Force Majeure Delays occur during the same ten (10) day period, then the Projected Commencement Date would be extended by only ten (10) days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Projected Commencement Date would be extended by fourteen (14) days.

(d) Change Requests. Landlord may not claim that a Change Request 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 executed Change Request.

13. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within one hundred eighty (180) days after the Projected Commencement Date, then Tenant may, at its option:

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

13.2 Upon thirty (30) days written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

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

(b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

#### **14. Representatives.**

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this 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 Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 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 Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

15. **Elevator Usage During Move-In.** In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment.

16. **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 that is mutually convenient. An initial construction meeting shall be held within five (5) days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than the date of the next construction meeting.

17. **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.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

3055 WILSHIRE, LLC,

a California limited liability company

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

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

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

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

TENANT:

COUNTY OF LOS ANGELES,

a body corporate and politic

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

Dean Lehman

Senior Manager, Real Estate Division

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

## **ADDENDUM A to Landlord's Work Letter**

### **BASE BUILDING IMPROVEMENTS**

Landlord has constructed (or will construct) the Building to include the following:

- (a) the Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;
- (b) the core area, including mechanical, electrical, sprinkler, plumbing, life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;
- (c) men's and women's toilet rooms, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (d) unpainted exterior dry wall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows;
- (e) public stairways;
- (f) passenger and freight elevators;
- (g) parking facilities;
- (h) ground floor lobby;
- (i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);
- (j) exterior plazas and landscaping;
- (k) loading dock and/or area;
- (l) drinking fountains at the core;
- (m) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;
- (n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floor 2, in which case Landlord, at no cost to Tenant and without deduction from the Tenant Improvement Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);
- (o) two (2) 208/120 and one (1) 480/277 volt panels connected to the Building power system;
- (p) mechanical equipment room with ducted mechanical exhaust system;

(q) concrete floors with troweled finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;

(r) standard window coverings;

(s) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;

(t) hot and cold air loops located within the Premises;

(u) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;

(v) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;

(w) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and

(x) gypsum board on the service core walls, columns and sills in the Premises.

## **ADDENDUM B to Landlord's Work Letter**

### **TENANT IMPROVEMENTS**

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors, frames, and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical and structural capacity; and
- (k) Fiber optic access.



**ADDENDUM C to Landlord's Work Letter**

**PRELIMINARY AND FINAL TI COST STATEMENT**

\_\_\_\_ Preliminary TI Cost Statement  
\_\_\_\_ Final TI Cost Statement

Lease No. \_\_\_\_\_  
Address \_\_\_\_\_

Cost Category

Architecture and Engineering Contract	\$
Plan Check Fees	\$
General Contractor	\$
Furniture	\$
Other	\$
Total Tenant Improvement Costs	\$

**SHERIFF'S DEPARTMENT  
ANTICIPATED BOARD LETTER  
PUBLIC SAFETY FACT SHEET  
MARCH 25, 2020**

**SUBJECT**

- Approval of a proposed lease to provide the Sheriff's Department with continued use of 2,725 rentable square feet of office space and up to 11 on-site parking spaces located at 901 Corporate Center Drive, Monterey Park.

**TARGETED BOARD AGENDA**

- April 14, 2020

**DESCRIPTION OF PROGRAM / ITEM**

- The Sheriff has occupied the premises located at 901 Corporate Center Drive, Suite 308, Monterey Park, to house its Antelope Valley/Department of Justice Compliance Unit (AV/DOJ) since 2015. The AV/DOJ is tasked with the implementation and compliance of federally mandated reforms pursuant to a settlement agreement that seeks to ensure that the public throughout Los Angeles County receives bias-free constitutional policing services provided by the Sheriff's department.

**AMOUNT / COST**

- The maximum first-year base rental cost is \$81,750 or \$30.00 annually per square foot, with annual rental adjustments of 4 percent per annum.
- The total amount for rent and parking costs over the initial five-year term is \$443,00.
- The Landlord will provide a non-reimbursable base TI allowance of \$40,875 or \$15 per square foot, included in the lease.

**FUNDING SOURCE**

- There is sufficient appropriation in the Fiscal Year (FY) 2019-20 Rent Expense Budget to cover the first-year costs, which will then be billed to the Sheriff. The Sheriff has sufficient appropriation in the Sheriff's Fiscal Year (FY) 2019-20 operating budget to cover these costs for the first year. Beginning with FY 2020-21, ongoing funding for the proposed lease will be part of the budget for Sheriff. These costs are 100 percent funded by net County costs.

**PURPOSE**

- The proposed lease will continue to provide the Sheriff's Department with adequate space for its ongoing operations. The proposed premises will accommodate 10 employees with adjacent parking, which meets the space needs of the Sheriff.

**CONTRACTING PROCESS (if applicable)**

- N/A

**CHANGES FROM PREVIOUS YEAR**

- Rent to increase to reflect current market conditions.
- Parking costs may be incurred should facility prevailing rate increase (currently \$0).

**CHANGES TO DEPLOYMENT / STAFFING PLAN**

- N/A

**ISSUES / CONCERNS**

- The lease has been on holdover since October 31, 2018 without any holdover fee since that time.

**SUCSESSES / ACCOMPLISHMENTS**

- N/A

**DISTRICT(S) IMPACTED**

- First

**CONTACT PERSON**

- Michael Navarro
- (213) 974-4364
- mnavarro@ceo.lacounty.gov



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

April 14, 2020

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

Dear Supervisors:

**FIVE-YEAR LEASE  
SHERIFF'S DEPARTMENT  
901 CORPORATE CENTER DRIVE, MONTEREY PARK  
FIRST DISTRICT  
(3 VOTES)**

**SUBJECT**

Approval of a proposed lease to provide the Sheriff's Department with continued use of 2,725 rentable square feet of office space and up to 11 on-site parking spaces.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed 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 lease with 901 Corporate Center, LP (Landlord), for approximately 2,725 rentable square feet of office space, and 11 on-site parking spaces at 901 Corporate Center Drive, Monterey Park, CA to be occupied by the Sheriff's Department (Sheriff). The estimated maximum first-year base rental cost is \$81,750. The total base rental cost payable to the Landlord under the proposed lease would be approximately \$443,000 over the five-year lease term. The rental costs will be 100 percent net County cost.

3. 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 to implement and effectuate the terms of the proposed lease, including, without limitation, exercising early termination rights, option to extend the term, and the right of first offer to lease additional premises. The proposed lease will become effective upon approval by the Board.

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

The Sheriff has occupied the facility located at 901 Corporate Center Drive, Suite 308, Monterey Park, to house its Antelope Valley/Department of Justice Compliance Unit (AV/DOJ) since 2015. The AV/DOJ is tasked with the implementation and compliance of federally mandated reforms, pursuant to a settlement agreement that seeks to ensure that the public throughout Los Angeles County receives bias-free, constitutional policing services provided by the Sheriff. AV/DOJ compliance goals are achieved through policy writing, conducting audits, development of training procedures, processing federal claims, collecting and analyzing pertinent data, and coordinating activities with federal monitors. The existing lease expired on October 31, 2018, and has been on a month-to-month holdover basis, with no additional holdover fee, since that time.

The proposed lease will continue to provide the Sheriff's Department with adequate space for its ongoing operations. The proposed premises will accommodate 10 employees with adjacent parking, which meets the space needs of the Sheriff and is accessible to public transportation routes.

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

The Countywide Strategic Plan Goal 3 - *"Realize Tomorrow's Government Today"* - provides that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good. The proposed lease will support this goal by allowing the Sheriff and its programs to continue its operations without interruption of service.

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

### **FISCAL IMPACT/FINANCING**

There is sufficient appropriation in the Fiscal Year (FY) 2019-20 Rent Expense Budget to cover the first-year costs, which will then be billed to the Sheriff. The Sheriff has sufficient appropriation in the Sheriff's FY 2019-20 operating budget to cover these costs for the first year. Beginning with FY 2020-21, ongoing funding for the proposed lease will be part of the budget for the Sheriff. These costs are 100 percent net County cost.

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

In addition to the terms described herein, the proposed lease includes the following provisions:

- The Landlord will be responsible for all operating and maintenance costs associated with the facility.
- The Landlord has conducted a remeasurement of the existing premises, in accordance with industry standards, which has resulted in an increase of 721 square feet in the total amount of rentable square footage from 2,004 rentable square feet to 2,725 rentable square feet.
- The maximum first-year base rental cost is \$81,750 or \$30 annually per square foot, with annual rental adjustments of 4 percent per annum.
- During the first year of the lease, the Sheriff will have the use of 11 on-site parking spaces at no cost. Beginning in the second year, the lease provides for potential charges for parking based on prevailing market conditions.
- The Landlord will provide a non-reimbursable base tenant improvement allowance of \$40,875 or \$15 per square foot, included in the lease.
- Attachment B provides an overview of the total proposed lease costs.
- A cancellation provision allows the County to terminate the proposed lease at 36 months with six months prior written notice.
- The proposed lease contains a holdover provision, which includes an increase to base rent by an amount equal to 25 percent of the base rent at the time of lease expiration, for the first twelve months of holdover. Thereafter, the monthly base rent shall increase by 50 percent of the base rent at the time of the lease expiration. The County's holdover tenancy may be terminated upon 30 days' notice from the Landlord.
- The proposed lease gives the County a right of first offer to lease additional contiguous space on the third floor of the building. If the Landlord intends to offer such space or receives a third party offer to lease such space, the Landlord shall give the County first rights to match the proposed rental rate and lease the space, which right County must exercise within 30 days from the Landlord's notice.

- The proposed lease gives the County the option to extend the lease term for four years at the then prevailing fair market rental rate by providing not less than six months prior written notice.
- The proposed lease shall be effective upon approval by the Board and commence upon full execution by the Parties.

The Chief Executive Office (CEO), through its broker representative, CBRE, conducted a survey within the project area to determine the availability of comparable office space options. CBRE was unable to identify any sites in the survey area that could accommodate this requirement more economically. Based upon a review of available industry data, CBRE has established that the average annual rental range for a comparable lease in this area is between \$24 and \$33 per square foot. The base annual rental rate of \$30 per square foot per year is within market range for the area.

Research has been completed to evaluate the option of utilizing co-working as an alternative location for this Sheriff's program. There are no co-working providers in the greater Monterey Park area.

Attachment C shows County-owned or leased facilities in the proximity of the service area, and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has inspected the facility and found it seismically suitable for County occupancy. A notification letter to the City of Monterey Park has been sent pursuant to Government Code Section 25351. County Counsel has reviewed the attached proposed lease and has approved it as to form.

The proposed lease will continue to provide an appropriate location for the applicable programs which is consistent with the County's Facility Location Policy, as adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

## **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from the California Environmental Quality Act (CEQA), as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor 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 meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

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

The proposed lease will adequately provide the necessary office space for this County requirement. Sherriff concurs with the proposed recommendation.



The Honorable Board of Supervisors

April 14, 2020

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**CONCLUSION**

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

Respectfully submitted,

SACHI A HAMAI

Chief Executive Officer

FAD:DPH:DL

JLC:MAN:RL:gw

Enclosures

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

**SHERIFF'S DEPARTMENT**  
**901 CORPORATE CENTER DRIVE, MONTEREY PARK**  
**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
A	Does lease consolidate administrative functions?			X	
B	Does lease co-locate with other functions to better serve clients?			X	
C	Does this lease centralize business support functions?		X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <b>Larger to accommodate Federal monitors' visits.</b>			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?		X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?		X		
<b>2.</b>	<b><u>Capital</u></b>				
A	Is it a substantial net County cost (NCC) program?		X		
B	Is this a long-term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space? No other County owned space available for this program.				X
F	Is Building Description Report attached as Attachment C?		X		
G	Was build-to-suit or capital project considered? <b>The County already occupies the facility and a capital project was not considered.</b>			X	
<b>3.</b>	<b><u>Portfolio Management</u></b>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?			X	
D	Why was this program not co-located?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. ____ No suitable County occupied properties in project area.				
	3. <u>X</u> No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full service lease?		X		
F	Has growth projection been considered in space request?		X		
G	Has the Dept. of Public Works completed seismic review/approval? <sup>1</sup>		X		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98					
<sup>2</sup> If not, why not?					

### OVERVIEW OF THE PROPOSED LEASE COSTS

<b>901 Corporate Center Drive, Monterey Park</b>	<b>Existing Lease</b>	<b>Proposed Lease</b>	<b>Change</b>
Area (Square Feet)	2,004 sf	2,725 sf	+721 sf (Per Landlord remeasurement)
Term (years)	3 years (11/1/2015 – 10/31/2018)	5 years	+2 years
Annual Base Rent <sup>(1)</sup>	\$45,450.72 (\$1.89/sf/mo or \$22.68/sf/year)	\$81,750 (\$2.50/sf/mo or \$30.00/sf/year)	+\$36,299.28
Annual TI Reimbursement	None	None	None
Parking <sup>(2)</sup>	Included in rent	Prevailing rate; currently \$0.00	None
Rental rate adjustment	Annual CPI increases capped at 2 percent	Annual 4 percent per year	+2 percent
Cancellation	None	County at 36 <sup>th</sup> month with 180 days' notice	County gained right to early termination

- (1) The existing and proposed leases are both gross, with the landlord responsible for paying all costs associated with operational and building maintenance.
- (2) The proposed lease requires that the County pay prevailing rates (currently \$0.00 per parking space per month).

## OVERVIEW OF THE PROPOSED LEASE COST

Sheriff Department  
901 Corporate Center Drive, Suite 308

Leased Area (sq.ft.)	2,725	
Term (months)	60	
Annual Rent Adjustment	4.00%	
	<b>Cost Per RSF</b>	<b>Cost Per RSF</b>
Base Rent	<b>Per Month</b>	<b>Per Year</b>
	\$2.50	\$30.00
	<b>Cost Per Space</b>	<b>Cost Per Space</b>
	<b>Per Stall</b>	<b>Per Year</b>
Parking (11 parking spaces)	\$0.00	\$0.00

	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Year Rental Costs
<b>Annual Base Rent Costs <sup>1</sup>□</b>	81,750	85,020	88,421	91,958	95,636	<b>443,000</b>
<b>Parking Costs <sup>2</sup></b>	0	TBD	TBD	TBD	TBD	<b>TBD</b>
<b>Total Annual Lease Costs</b>	<b>81,750</b>	<b>85,020</b>	<b>88,421</b>	<b>91,958</b>	<b>95,636</b>	<b>443,000</b>

<sup>1</sup> Annual base rent includes fixed 4 percent annual increases.

<sup>2</sup> Currently, the base rent costs includes 11 parking spaces at no additional fee. The parking spaces are subject to the prevailing market rate at the discretion of the Landlord. Prevailing rate may increase over the term of the lease.

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

**SHERIFF'S DEPARTMENT  
SPACE SEARCH – 3 MILE RADIUS  
901 CORPORATE CENTER DRIVE, MONTEREY PARK**

<b>LACO</b>	<b>Name</b>	<b>Address</b>	<b>Ownership Type</b>	<b>Gross SqFt</b>	<b>Net SQFT</b>	<b>Vacant</b>	<b>LACO</b>	<b>Name</b>
4526	Biscailuz - Administration Building	1060 N Eastern Ave Los Angeles 90063	Owned	16,571	11,428	None	4526	Biscailuz - Administration Building
4799	PW Central Yard - Division Administration	1525 Alcazar St. Los Angeles 90033	Owned	10,438	7,224	None	4799	PW Central Yard - Division Administration
Y013	DPSS - Civic Center District/Grow Center Office	813 E 4th Pl Los Angeles 90013	Owned	39,956	20,447	None	Y013	DPSS - Civic Center District/Grow Center Office
6578	DPSS - Metro East AP District Office	2855 E Olympic Blvd Los Angeles 90023	Owned	63,066	28,398	None	6578	DPSS - Metro East AP District Office
5428	DPSS - Belvedere AP District Office	5445 E Whittier Blvd East Los Angeles 90022	Owned	70,493	48,888	None	5428	DPSS - Belvedere AP District Office
5412	PH - Environmental Health Program	4801 E 3rd St. East Los Angeles 90022	Owned	14,848	10,741	None	5412	PH - Environmental Health Program
4364	Probation - East Los Angeles Area Office	144 S Fetterly Ave, 4849 E Civic Center Way, Los Angeles 90022	Owned	15,584	10,705	None	4364	Probation - East Los Angeles Area Office
5260	Coroner - Administration/ Investigations Build	1102 N Mission Rd Los Angeles 90033	Owned	22,479	14,251	None	5260	Coroner - Administration/ Investigations Build
X327	PRE-RELEASE CENTER AB109	200 W Woodward Ave Alhambra 91801	Owned	11,273	7,175	None	X327	PRE-RELEASE CENTER AB109
4231	Biscailuz - Training/Intelligence Facility	1060 N Eastern Ave Los Angeles 90063	Owned	1,660	1,372	None	4231	Biscailuz - Training/Intelligence Facility
5863	ISD - Administrative Headquarters	1100 N Eastern Ave Los Angeles 90063	Owned	80,309	58,578	None	5863	ISD - Administrative Headquarters
5870	ISD - Eastern Ave Complex Telecom Branch Building	1110 N Eastern Ave Los Angeles 90063	Owned	37,742	28,876	None	5870	ISD - Eastern Ave Complex Telecom Branch Building
4946	Med Center - Interns & Residents Building	2020 Zonal Ave Los Angeles 90033	Owned	142,448	79,494	None	4946	Med Center - Interns & Residents Building

0837	Med Center - Personnel Office Building	1200 N State St. Los Angeles 90033	Owned	2,980	1,761	None	0837	Med Center - Personnel Office Building
0838	Med Center - Quality Assurance Utilization	1200 N State St. Los Angeles 90033	Owned	2,980	2,341	None	0838	Med Center - Quality Assurance Utilization
0808	Coroner - Public Services/Skeleton Store	1104 N Mission Rd Los Angeles 90033	Owned	18,651	11,430	None	0808	Coroner - Public Services/Skeleton Store
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Drive City Of Commerce 90022	Owned	268,400	246,550	None	A460	DHS - Ferguson Administrative Services Center
3542	Fire - Administrative Headquarters Building	1320 N Eastern Ave Los Angeles 90063	Owned	39,015	24,288	None	3542	Fire - Administrative Headquarters Building
T509	Parks & Rec - Proposition A Field Office	4914 Cesar E Chavez Ave East Los Angeles 90022	Owned	540	424	None	T509	Parks & Rec - Proposition A Field Office
C269	DPSS - Lincoln Heights WS District Office	4077 N Mission Rd Los Angeles 90032	Owned	26,000	18,575	None	C269	DPSS - Lincoln Heights WS District Office
T039	Sheriff - Eastern Complex Fleet Services Office	1104 N Eastern Ave Los Angeles 90063	Owned	1,548	1,428	None	T039	Sheriff - Eastern Complex Fleet Services Office

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed lease renewal:** Five-year Lease agreement for the Sheriff's Department – 901 Corporate Center Drive, Monterey Park – First Supervisorial District.

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

**B. Determination of the Service Area** – The proposed lease will allow the Sheriff's AV/DOJ program to continue to provide its oversight functions and implementation of recommended reforms, pursuant to a Federal Settlement Agreement.

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

- Need for proximity to service area and population: This location meets the service area criteria and remains in an appropriate area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit including a nearby Metro station.
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet the Department's needs. Staff has been at this location since November 2015.
- Compatibility with local land use plans: The site is currently zoned commercial, and the current use is consistent with the building's use and zoning and not in conflict with the goals and policies of the City of Monterey Park. A notification letter has been sent pursuant to Government Code Section 25351.

Estimated acquisition/construction and ongoing operational costs: The first-year maximum costs associated with the proposed lease are \$81,750, and parking at no cost in the first year. Beginning in the second year, the lease provides for potential charges for parking based on prevailing market conditions. The rental costs will be 100 percent net County cost.

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

Based upon the space and service needs of the Sheriff, CBRE surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

Based upon a review of available industry data, CBRE has established that the average annual rental range for a comparable lease in this area is between \$24 and \$33 per square foot. The base rental rate of \$30 per square foot per year for the proposed lease is within market range for the area.

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

The existing facility provides proper accommodations for the Sheriff within the indicated service area. The proposed lease conforms with the Asset Management Principles outlined in Attachment A. The existing services provided by the Sheriff within the existing facility will continue to provide an appropriate location, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.



**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES – Tenant**

**for Sheriff's Department**

**901 CORPORATE CENTER, LP – Landlord**

**901 CORPORATE CENTER DRIVE**

**SUITE 308**

**MONTEREY PARK, CALIFORNIA 91754**

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## **EXHIBITS**

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

## **LANDLORD'S WORK LETTER**

- Addendum A – Base Building Improvements
- Addendum B – Tenant Improvements
- Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between 901 CORPORATE CENTER, LP, a California limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

**1.1 Terms**

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

a. Landlord's Address for Notice:	901 CORPORATE CENTER, LP 300 S. Park Ave., Suite 810 Pomona, CA 91766 Attn: Property Manager  With a copy to:  3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate  With a copy to:  County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 2,725 rentable square feet located on the third (3rd) floor of the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.

d. Building:	The building located at 901 Corporate Center Drive, Monterey Park, CA 91754, which is currently assessed by the County Assessor as APN 5237-022-047, commonly known as 901 Corporate Center, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e. Term:	Five (5) years, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the fifth (5th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	[Intentionally Omitted]
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	\$6,812.50 per month (which is based upon a rental rate of \$2.50 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be \$81,750.00
i. Early Termination	Pursuant to Section 4.2
j. Rentable Square Feet in the Premises:	2,725 square feet.
k. Initial Departmental Use:	Office, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which

	allocation is currently 11 parking spaces) at the Building, with \$0.00 per stall per month, subject to change.  Tenant's parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, 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 to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated December 10, 2019 prepared by a certified California Asbestos contractor.
o. Seismic Report	A report dated March 25, 2014 prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated January 17, 2020 prepared by a licensed California architect.

## 1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	\$40,875.00 (which is based upon the rate of \$15.00 per rentable square foot)
b. Tenant's TI Contribution:	N/A
c. Change Request Contingency	[Intentionally Omitted]
d. Tenant Improvement Amortization Rate and Change Request Amortization Rate:	N/A
e. Tenant's Work Letter Representative:	Bryan Bell
f. Landlord's Work Letter Representative:	Property Manager and/or an assigned staff member of Landlord
g. Landlord's Address for	901 CORPORATE CENTER, LP

Work Letter Notice:	300 S. Park Ave., Suite 810 Pomona, CA 91766 Attn: Property Manager  With a copy to:  3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
h. Tenant's Address for Work Letter Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease
1.4 <u>Landlord's Work Letter</u>  (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: Form of Preliminary and Final TI Cost Statement



## 2. **PREMISES**

### 2.1 Lease of Premises

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

## 3. **COMMON AREAS**

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

## 4. **COMMENCEMENT AND EXPIRATION DATES**

### 4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B.

### 4.2 Termination Rights

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g. Rent) beyond any applicable notice and cure period, Tenant shall have a one- m g "T m O " m L effective as of the last day of the thirty-sixth (36th) month of the Term ("Termination Date"), by giving no less than six (6) months prior written L "T m N ". If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. In the event that such Termination Option is exercised, Tenant shall pay to Landlord a termination fee in an amount equivalent to the unamortized balance remaining to be reimbursed to Landlord of the Tenant Improvement Costs (as such term is W k L "T m F ". For purposes of calculating the Termination Fee, the costs described above shall be amortized over the sixty (60) months of the Term. Tenant shall pay the Termination Fee at the time of delivery of the Termination Notice to Landlord. If Tenant fails to timely deliver the Termination Notice or pay the Termination Fee, Tenant shall be considered to have elected not to exercise the Termination Option. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be

exercised only by the originally named Tenant (and not any assignee, sublessee, T, this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

## 5. RENT

### 5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

### 5.2 Base Rent Adjustments

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent for the Premises shall be as follows:

<i>Year of Term</i>	<i>Monthly Installment of Base Rent</i>	<i>Rate per Rentable Square Foot</i>
1	\$6,812.50	\$2.50
2	\$7,085.00	\$2.60
3	\$7,368.40	\$2.70
4	\$7,663.14	\$2.81
5	\$7,969.66	\$2.92

**6. USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

**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 thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

**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 ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, 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. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

**9. DAMAGE OR DESTRUCTION**

**9.1 Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall

continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. 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.

#### 9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

#### 9.3 Damage In Last Year

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

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

#### 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, then Tenant may:

- a. Declare a default hereunder, or

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

## **10. REPAIRS AND MAINTENANCE**

### **10.1 Landlord Representations**

- a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
  - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;
  - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).
- c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

## 10.2 Landlord Obligations

- a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed w g L ' x :
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, concrete slab and footings, roof, roof membrane, roof covering, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - v. elevators serving the Building.
- b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:
  - i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);
  - ii. painting interior partitions (which shall be repainted as needed);
  - iii. doors;
  - iv. plate glass;
  - v. the interior side of demising walls (which shall be repainted as needed);

- vi. interior ceiling;
- vii. Building standard signage (but excluding any other Tenant signage); and
- viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time

### 10.3 Tenant Obligations

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

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

### 10.4 Tenant's Right to Repair

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



be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- b. Notwithstanding any provisions of this Lease to the contrary, Tenant, at its sole discretion, acting through the Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed \$5,000. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant remedies found in, but not limited to, Sections 4 through 13 of said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein.

## **11. SERVICES AND UTILITIES**

### **11.1 Services**

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

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 other first-class buildings and not less than the standard set forth in Exhibit D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which rates are currently \$250.00 per hour (four hour minimum), subject to change.

- b. **Electricity**

Landlord shall furnish to the Premises the amount of electric current provided for in the Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

- c. **Elevators**

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord



shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

d. Water

Landlord shall make available warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlord's sole cost and expense, shall provide security services at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord

ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

**12. TAXES**

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

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

**13. LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during Normal Working Hours upon prior written notice (which may be in the form of an email communication) for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Notwithstanding the foregoing, Landlord shall have the right at any and all times, without prior notice, to enter the Premises in the event of an emergency.

**14. TENANT DEFAULT**

**14.1 Default**

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

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

#### 14.2 Termination

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

#### 14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

### 15. LANDLORD DEFAULT

#### 15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within 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 10.4); 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 in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- a. to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- b. to pursue the remedy of specific performance;
- c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or
- d. to terminate this Lease.

### 15.2 Waiver

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

### 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

## 16. **ASSIGNMENT AND SUBLETTING**

### 16.1 Assignment and Subletting

Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that (i) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (ii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

### 16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

- a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.
- b. A signed letter including the following information:

- i. Name and address of new owner or other party to whom Base Rent should be paid;
  - ii. Federal tax ID number for new owner;
  - iii. Name of contact person and contact information (including phone number) for new owner; and
  - iv. Proof of insurance.
- c. A W-9 form for new owner

## **17. ALTERATIONS AND ADDITIONS**

### **17.1 Landlord Consent**

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

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

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

### **17.2 End of Term**

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

## **18. CONDEMNATION**

### **18.1 Controlling Terms**

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a

Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

#### 18.2 Total Taking

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

#### 18.3 Partial Taking

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

#### 18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

#### 18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation,

sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

18.6 Waiver of Statute

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

**19. INDEMNIFICATION**

19.1 Landlord's Indemnity

Landlord shall indemnify, defend and hold harmless Tenant from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. 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 sole negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach of 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 sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

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

20.1 Waiver

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

## 20.2 General Insurance Provisions – Landlord Requirements

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

### a. Evidence of Coverage and Notice to Tenant

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies should litigation arise.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in the Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant required endorsement forms. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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



Landlord also shall promptly use reasonable efforts to notify Tenant of any third party claim or suit filed against Tenant and known to Landlord which arises from the filing of a claim or lawsuit against Landlord and/or Tenant.

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance within thirty (30) days of written notice from Tenant shall be at the discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming

Landlord and its Agents as an additional insured, with limits of not less than:

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

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

#### 20.4 Landlord Requirements:

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

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

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

a. Commercial Property Insurance. Such insurance shall:

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

## 21. PARKING

### 21.1 Tenant's Rights

Tenant shall have the right to lease four (4) monthly unreserved parking spaces  
1,000 q T P m ,  
which allocation is currently eleven (11) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently \$0.00 per unreserved space per month, subject to change. Landlord shall provide one

hundred eighty (180) days written notice to Tenant prior to any increase to prevailing parking rates. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, 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 (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5.

## **21.2 Remedies**

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

- a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

## **22. ENVIRONMENTAL MATTERS**

### **22.1 Hazardous Materials**

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building, or the Common Areas ("Tenant's Hazardous Materials"), except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means

any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

## **22.2 Landlord Indemnity**

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

## **23. ESTOPPEL CERTIFICATES**

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

**24. TENANT IMPROVEMENTS**

Landlord shall construct the Tenant Improvements in the manner set forth in Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

**25. LIENS**

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

**26. SUBORDINATION AND MORTGAGES**

**26.1 Subordination and Non-Disturbance**

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

**26.2 Existing Deeds of Trust**

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

**26.3 Notice of Default**

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

**27. SURRENDER OF POSSESSION**

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

but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

## **28. SIGNAGE**

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall also have the right to install a 1,000 R F P m B g y board in the main lobby of the Building. Tenant shall also have the right to install building standard identification signage in the elevator lobbies of the floors of the Premises.

## **29. QUIET ENJOYMENT**

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

## **30. GENERAL**

### **30.1 Headings**

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

### **30.2 Successors and Assigns**

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

### **30.3 Brokers**

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any

commission or fees in respect of the negotiation, execution or delivery of this Lease, other than CBRE, Inc. "CBRE" as otherwise disclosed to the other in writing, and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

#### 30.4 Entire Agreement

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

#### 30.5 Severability

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

#### 30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1 hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

#### 30.7 Governing Law and Venue

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



### 30.8 Waivers

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

### 30.9 Time of Essence

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

### 30.10 Consent

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

### 30.11 Community Business Enterprises

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

### 30.12 Memorandum of Lease

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

### 30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

## **31. AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of

authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

## **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

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

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

### **32.2 Solicitation of Consideration**

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

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Clerk, Emily F. Hill, at 800 44-6861. Failure to report such attempt shall result in the landlord being eliminated from consideration.

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

### 32.3 Landlord Assignment

- a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Building with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Building through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the 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.
- e. Landlord shall give the County notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

- f. 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.
- g. 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.

#### 32.4 Smoking in County Facilities.

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

**33. IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

**34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES**

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is vacant as of the Commencement Date and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such thirty (30) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the thirty (30) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further

obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

### **35. OPTION TO EXTEND**

#### **35.1 Option Terms**

Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, and is in possession of the Premises at the time Tenant exercises its option, Tenant shall have one (1) option to x T m L "Ex O " forty-eight (48) months "O T m" L m terms and conditions except for the monthly installment of Base Rent. If Tenant wishes to exercise the Extension Option, Tenant shall deliver written notice to Landlord no less than six (6) mo x x g T m "Ex N ". If Tenant fails to timely deliver the Exercise Notice, Tenant shall be considered to have elected not to exercise the Extension Option. The Base Rent payable during the Option Term shall be the fair market rental rate for the Premises (based on comparable space in the same locality and taking into account any rent abatement, tenant improvement allowances or other monetary concessions generally available with respect to such comparable spaces) as of the date of the Exercise Notice but shall not be less than the monthly installment of Base Rent payable by Tenant immediately before the Option Term. Landlord and Tenant shall have until the date that is thirty (30) days following the da L T ' Ex N m y g w Base Rent for the Option Term. Except for Base Rent at the new rate, all of the terms and conditions of the Lease shall remain the same and shall remain in full force and effect throughout the Option Term; provided, however, that any free rent, improvement allowances, moving allowances, lease assumption payments, plan design allowances (or payments), expansion options, opportunity rights or other similar concessions provided for in the Lease shall not apply during any Option Term. The rights contained in this Section 35.1 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transfe T ' L y g y m Tenant occupies the entire Premises as of the date it exercises the Extension Option in accordance with the terms of this section.

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

LANDLORD:

901 CORPORATE CENTER, LP,  
a California limited partnership

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

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
Dean Lehman  
Senior Manager, Real Estate Division

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
Of the County of Los Angeles

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

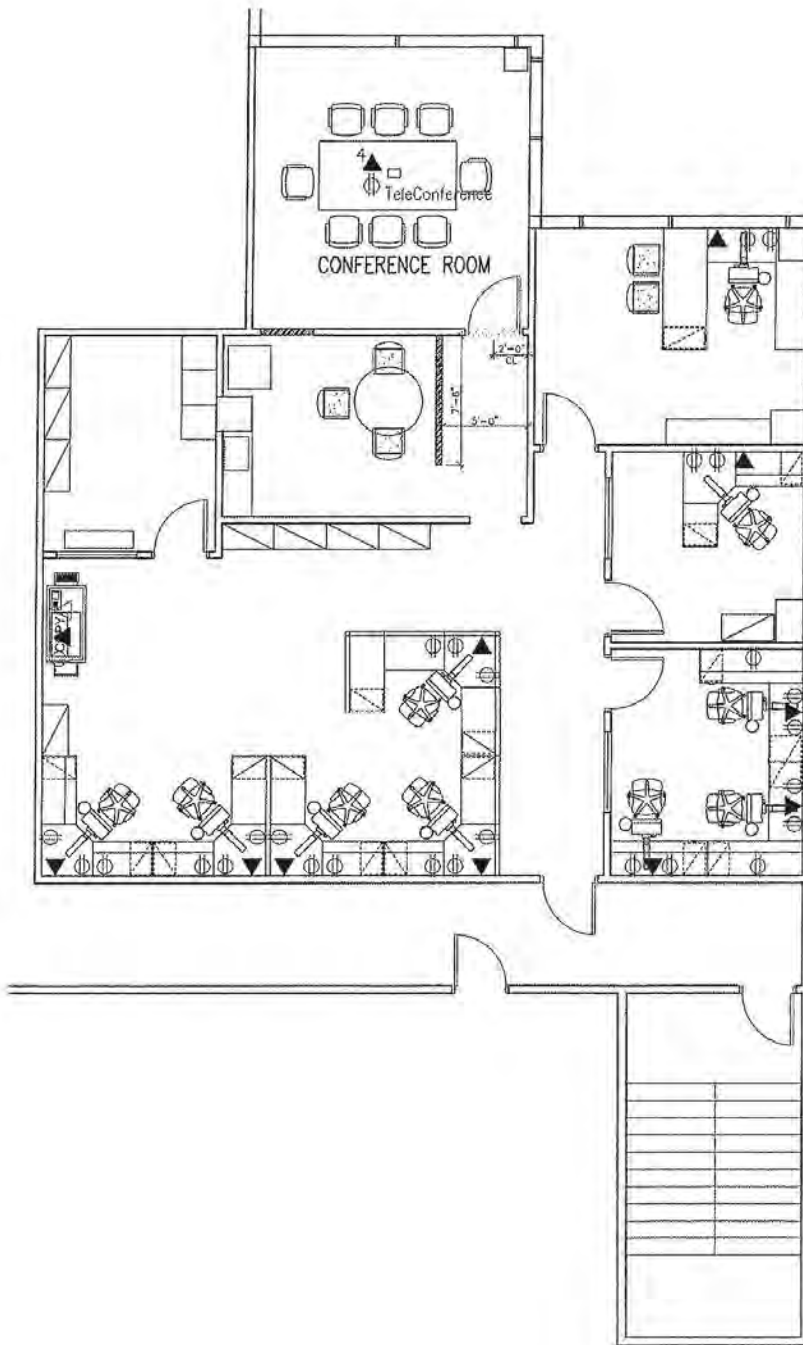
APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

**EXHIBIT A**  
**FLOOR PLAN OF PREMISES**

**Suite 308**





## EXHIBIT B

### COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and 901 Corporate Center, LP, a California limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 901 Corporate Center Drive, Monterey Park, CA 91754 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 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 \_\_\_\_\_ rentable square feet of space.

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

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

Landlord:

901 CORPORATE CENTER, LP,  
a California limited partnership

By:

\_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By:

\_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT C**

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION  
RENT PAYMENT VOUCHER  
FISCAL YEAR 2017-18

18-Aug-17

[illegible]

\* Leave Blank except for 13th Accounting Period

<sup>44</sup> Leave blank except entering commitments or expenditure accrual.

PV\_Leasing.accdb: Report Name: 00000-00000\_17-18

## **EXHIBIT D**

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

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

## **EXHIBIT E**

### **CLEANING AND MAINTENANCE SCHEDULE**

#### **1. DAILY (Monday through Friday)**

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Emergency exit signage and egress battery replacement (if applicable)
- K. Graffiti expunged as needed within two working days after notice by Tenant
- L. Floors washed as needed.
- M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, and soap.
- N. Exclusive day porter service (if provided by contract).

#### **2. WEEKLY**

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

#### **3. MONTHLY**

- C. Floors washed and waxed in uncarpeted office area.
- D. High-reach areas, door frames and tops of partitions dusted.
- E. Upholstered furniture vacuumed, plastic and leather furniture wiped
- F. Picture moldings and frames dusted.

- G. Wall vents and ceiling vents vacuumed.
- H. Carpet professionally spot cleaned as required to remove stains.
- I. HVAC chiller water checked for bacteria, water conditioned as necessary.

4. QUARTERLY

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

5. SEMI-ANNUALLY

- N. Windows washed as required inside and outside but not less frequently than twice annually.
- O. All painted wall and door surfaces washed and stains removed.
- P. All walls treated with vinyl covering washed and stains removed.

6. ANNUALLY

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

7. AS NEEDED

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

W. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
- iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
- iv. clean light traffic areas a minimum of once per year.

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

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

F. All HVAC ducts cleaned as needed.

8. 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 F**

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

**RECORDING REQUESTED BY  
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

)  
)  
)  
)  
)  
)  
)

Space above for Recorder's Use

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**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 \_\_\_\_\_, 200\_\_ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), 901 CORPORATE CENTER, LP, a California limited partnership, ("Borrower") and [*Insert name of Lender*], ("Lender").

**Factual Background**

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Building (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 Building and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a Non-disturbance provision, all as set forth more fully below.

**Agreement**



Therefore, the parties agree as follows:

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

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building and also includes any and all successors and assigns, including Lender, of such transferee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BORROWER: 901 CORPORATE CENTER, LP,  
a California limited partnership

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

LENDER: *[Insert name of Lender],*

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

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

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

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

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

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

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

WITNESS my hand and official seal.

---

Signature (Seal)

## EXHIBIT G

### TENANT ESTOPPEL CERTIFICATE

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

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

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

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

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

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

      (b)    The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,  
a body corporate and politic

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

# EXHIBIT H

## COMMUNITY BUSINESS ENTERPRISE FORM

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

<b>I. Minority/Women Participation in Firm</b> (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name: _____			3. Contact Person/Telephone Number: _____			
2. Address: _____			4. Total number of employees in the firm: _____			
5. Provide the number of all minority employees and women in each	Owners, Partners and Associate		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

<b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>		
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____		

<b>2. Total Number of Ownership/Partners, Etc.:</b> _____			<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>	
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm	
Black/African American			by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Portuguese American			<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>	
American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.	
All Others			Firm Name: _____	
			Signature/Title: _____	
			Date: _____	

**EXHIBIT I**

**MEMORANDUM OF LEASE**

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

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

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

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**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between 901 CORPORATE CENTER, LP, a California limited partnership (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

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

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



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

LANDLORD:

901 CORPORATE CENTER, LP,  
a California limited partnership

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

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

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
Dean Lehman  
Senior Manager, Real Estate Division

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
Of the County of Los Angeles

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

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

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

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

---

Signature (Seal)

**LANDLORD'S WORK LETTER**

**For**

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
LEASE AGREEMENT**

**COUNTY OF LOS ANGELES, as Tenant**

**for Sheriff's Department**

**LANDLORD: 901 CORPORATE CENTER, LP**

**Property Address: 901 Corporate Center Drive, Suite 308, Monterey Park, CA 91754**

## LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated \_\_\_\_\_, 20\_\_\_\_, executed concurrently herewith, by and between 901 CORPORATE CENTER, LP, a California limited partnership, as Landlord, and COUNTY OF LOS ANGELES, 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) <u>Tenant Improvement Allowance</u>   | \$40,875.00 (i.e., \$15.00 per rentable square foot of the Premises)                                  |
| (b) <u>Tenant's TI Contribution</u>   | N/A   |
| (c) <u>Change Request Contingency</u>   | [Intentionally omitted]   |
| (d) <u>Tenant Improvement Amortization Rate and Change Request Amortization Rate:</u> | N/A   |
| (e) <u>Tenant's Work Letter Representative</u>  | Section Chief or an assigned staff person of the Chief Executive Office-Real Estate Division          |
| (f) <u>Landlord's Work Letter Representative</u>                                      | Property Manager, or an assigned staff person of the Landlord   |
| (g) <u>Landlord's Address for Work Letter Notice</u>                                  | 901 Corporate Center, LP<br>300 S. Park Ave., Suite 810<br>Pomona, CA 91766<br>Attn: Property Manager |

With a copy to:

3470 Wilshire Boulevard, Suite 700  
Los Angeles, CA 90010  
Attn: Legal Department

- |  |   |
|--|---|
| (h) <u>Tenant's Address for Work Letter Notice</u> | County of Los Angeles<br>Chief Executive Office - Real Estate Division<br>County of Los Angeles<br>320 West Temple Street, 7th Floor<br>Los Angeles, CA 90012<br>Attention: Director of Real Estate |
|--|---|

(i) Addenda

Addendum A: Base Building  
Improvements  
Addendum B: Tenant Improvements  
Addendum C: Form of Preliminary and  
Final TI Cost Statement

## 2. **Construction of the Building.**

2.1 **Base Building Improvements.** Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If 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) in accordance with Section 7.1 of this Work Letter.

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

(a) If the Building as initially constructed does not comply with current 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 if the Building had been in compliance with such codes, then 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 or to make existing building systems, including but not limited to electrical service and HVAC equipment, 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, nor (v) supervision or overhead costs of Landlord, unless otherwise approved by Tenant.

2.3 **Base Building Plans.** Landlord has delivered to Tenant complete and accurate "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) format. If Tenant incurs additional costs because such plans and specifications are materially incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below), and Landlord shall pay for any increased costs incurred in correcting such material incompleteness or inaccuracy.

3. **Selection of Architect and Engineer.** Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects and engineers familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect and an engineer, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within three (3) business days after Landlord has submitted the name of the selected architect and the selected engineer to Tenant, together with

detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect") and an engineer (the "Engineer"), and Tenant's written acceptance has been delivered to and received by Landlord. Landlord shall contract for the approved Architect and Engineer to complete the Working Drawings and the Final Plans, as defined below, provide plan check review and permitting by the local agencies having jurisdiction and provide the complete scope of Architectural and Engineering services to complete the project according to the Final Permitted Plans. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below), and the costs for plan check and permits shall be included in the calculation of Tenant Improvement Costs (as defined below).

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 accepted by Tenant, sufficient in number so that a minimum of three (3) bids are received. Each 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 depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the selected contractor (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

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

5.1 **Preparation of Space Plan.** Concurrently with the execution of this Lease, Tenant shall submit 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 (the "Space Plan").

5.2 **Preparation and Review of Working Drawings.** Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall be consistent with the Preliminary TI Cost Statement (as defined below), compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and which shall include 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 thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely 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. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below).

5.3 **Preparation and Review of Engineering Drawings.** Landlord shall cause the Architect to coordinate all engineering drawings prepared by 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 and acceptance. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below).

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver five (5) sets of the Final Plans to Tenant for Tenant's review and acceptance. Landlord's costs of the Architect integrating the accepted Working Drawings with the accepted Engineering Drawings shall be included in the calculation of Tenant Improvement Costs (as defined below). 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), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings and Final Plans shall be at Landlord's sole cost and expense.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within fifteen (15) business days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within ten (10) days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. If, after such procedure, the parties cannot agree on the Working Drawings, the Engineering Drawings or the Final Plans, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease and the Work Letter. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.

5.6 Schedule. Within fifteen (15) business days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates 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 the Construction Contract, construction commencement, construction completion, the Projected Commencement Date and other relevant dates. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant.

5.7 Submittals. The Contractor shall submit to Tenant any Shop Drawings, Product Data, Samples and similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of

the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been accepted by Tenant.

## **6. Landlord's TI Cost Statement and Payment of Tenant Improvement Costs.**

**6.1 Cost Statement.** Within three (3) days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost statement for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Statement"), which must not exceed the sum of the Tenant Improvement Allowance and Tenant's TI Contribution. Such statement shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Statement". Tenant shall have ten (10) business days after the date of receipt of the Final TI Cost Statement to accept or reject the Final TI Cost Statement, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein. Tenant's failure to accept or reject the Final TI Cost Statement in writing within such period shall be deemed to be rejection. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Statement in writing. If Tenant rejects the Final TI Cost Statement due to matters related to cost and the Final TI Cost Statement is ten percent (10%) or more higher in cost than was projected in the Preliminary TI Cost Statement, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at Landlord's sole expense, to comply with the Preliminary TI Cost Statement, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Statement or the Final TI Cost Statement, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Preliminary TI Cost Statement or the Final TI Cost Statement, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease or this Work Letter.

**6.2 Tenant Improvement Allowance and Tenant's TI Contribution.** All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements." Costs of Tenant Improvements shall include costs for furniture, telecommunications equipment, soft costs, and any other costs approved in writing by Tenant (collectively "Tenant Improvement Costs"), all of which must not exceed the Tenant Improvement Allowance, Tenant's TI Contribution and costs of any Change Requests (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from Tenant Delays as defined below. Except as otherwise provided herein, all Tenant Improvement Costs shall be paid by Landlord and deducted from the Tenant Improvement Allowance. If the Tenant Improvement Costs exceed the Tenant Improvement



Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

**6.3 Method of Payment.** That portion of Tenant's TI Contribution used to pay for any Tenant Improvement Costs in excess of the Tenant Improvement Allowance may, at Tenant's election, be paid to Landlord (a) in a lump sum, when the Tenant Improvements are Substantially Complete, or (b) in equal monthly payments, amortized over the term of the Lease at the Tenant Improvement Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Tenant Improvement Costs in excess of the Tenant Improvement Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining term of the Lease at the Tenant Improvement Amortization Rate.

## **7. Construction of Tenant Improvements.**

**7.1 Tenant Improvements.** Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be performed by Landlord and included in the cost of Tenant Improvements.

**7.2 Bids.** Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after three (3) bids have been solicited from responsible and qualified persons. 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. Landlord shall also obtain three (3) bids for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

**7.3 Permits.** Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof. Landlord's costs shall be included in the calculation of Tenant Improvement Costs.

**7.4 Commencement of Construction.** Landlord shall commence construction of the Tenant Improvements within fifteen (15) business days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below).

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

(a) **Notice of Non-responsibility.** Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of non-responsibility by Tenant in compliance with California Civil Code Section 8444.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any other decor selection efforts required by Tenant, shall be provided by Landlord' in accordance with Tenant's Space Plan and such costs shall be included in the calculation of Tenant Improvement Costs. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements.

(d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. 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 California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the Tenant 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 at the site.

(f) Access During Construction. Tenant shall have the right to inspect the Tenant Improvements during the course of construction. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work. In no event shall Tenant interfere with the work performed hereunder.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within ten (10) business days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than ninety (90) days following the walk-through inspection. If Landlord fails to complete any of the punch-list items within such ninety

(90) day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

**7.7 Conformed Plans.** Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, 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 in Auto CAD R 15.dwg (or later version) format, along with one (1) complete set of mylar transparencies of drawings and one (1) complete set of specifications.

**8. Change Requests.** Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Change Request"), provided that the requesting party must submit a written request to the other party and that Change Requests will not be effective unless approved in writing by both Tenant and Landlord. The amount of the Change Request Contingency set forth in Section 1 has been authorized by the Board of Supervisors of the County to be used to pay the costs of any and all Change Requests, but only the Chief Executive Officer is authorized to approve Change Requests on behalf of Tenant, and only if the aggregate amount of all approved Change Requests does not exceed the Change Request Contingency. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Statement have been accepted, then any additional costs related thereto in excess of Tenant Improvement Allowance shall be paid by Tenant, provided that Tenant executes a written Change Request prior to the performance of the applicable work. Tenant may elect to pay for such costs (a) in a lump sum, upon Substantial Completion of the Tenant Improvements, or (b) in equal monthly payments, amortized over the term of the Lease at the Change Request Amortization Rate. Landlord shall be solely responsible for the cost of any Change Requests that are not requested by Tenant. Landlord shall submit to the Chief Executive Officer with each Change Request (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Requests previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Request is approved. Each Change Request must be signed and dated by the Chief Executive Officer.

**9. Furniture System.**

9.1 Tenant shall deliver to Landlord within ten (10) days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package within five (5) business days. Landlord shall order the modular furniture set forth in the Modular Specifications, and install the same within the Premises, all of which shall be a Tenant Improvement Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package

shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the realty or real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. **Tenant Improvement Costs Adjustment and Right to Audit.** Within five (5) days of the issuance of a Certificate of Occupancy for the Premises, or a final sign-off by the City of Monterey Park, whichever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail, including but not limited to pay applications, invoices, cancelled checks, contracts, approved changed orders, and any other support documentation reasonably required by Tenant, all Tenant Improvement Costs and the amount thereof that is excess of the Tenant Improvement Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Tenant Improvement Costs at any time within twenty-four (24) months after the date of Tenant's Acceptance of the Premises and Landlord having provided a complete statement showing reasonable details of all Tenant Improvements Costs. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and Landlord shall pay Tenant the amount of any over-payment made by Tenant within thirty (30) days, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results. Landlord shall require the Contractor to include reasonable audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

11. **Telephone/Computer Room and Equipment.** Landlord shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least thirty (30) days prior to the Projected Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Projected Commencement Date.

## 12. Delay.

12.1 Tenant Delays and Force Majeure Delays. 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 Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) 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 (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, 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)").

## 12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within forty eight (48) hours of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if the same are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if there are ten (10) days of Tenant Delays, and four (4) days of Force Majeure Delays occur during the same ten (10) day period, then the Projected Commencement Date would be extended by only ten (10) days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Projected Commencement Date would be extended by fourteen (14) days.

(d) Change Requests. Landlord may not claim that a Change Request 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 executed Change Request.

13. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within one hundred eighty (180) days after the Projected Commencement Date, then Tenant may, at its option:

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

13.2 Upon thirty (30) days written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

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

(b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

#### **14. Representatives.**

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this 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 Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 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 Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

15. **Elevator Usage During Move-In.** In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment.

16. **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 that is mutually convenient. An initial construction meeting shall be held within five (5) days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than the date of the next construction meeting.

17. **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.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

901 CORPORATE CENTER, LP,

a California limited partnership

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

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

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

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

TENANT:

COUNTY OF LOS ANGELES,

a body corporate and politic

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

Dean Lehman

Senior Manager, Real Estate Division

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



## **ADDENDUM A to Landlord's Work Letter**

### **BASE BUILDING IMPROVEMENTS**

Landlord has constructed (or will construct) the Building to include the following:

- (a) the Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;
- (b) the core area, including mechanical, electrical, sprinkler, plumbing, life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;
- (c) men's and women's toilet rooms, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (d) unpainted exterior dry wall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows;
- (e) public stairways;
- (f) passenger and freight elevators;
- (g) parking facilities;
- (h) ground floor lobby;
- (i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);
- (j) exterior plazas and landscaping;
- (k) loading dock and/or area;
- (l) drinking fountains at the core;
- (m) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;
- (n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floor 3, in which case Landlord, at no cost to Tenant and without deduction from the Tenant Improvement Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);
- (o) two (2) 208/120 and one (1) 480/277 volt panels connected to the Building power system;
- (p) mechanical equipment room with ducted mechanical exhaust system;

(q) concrete floors with troweled finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;

(r) standard window coverings;

(s) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;

(t) hot and cold air loops located within the Premises;

(u) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;

(v) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;

(w) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and

(x) gypsum board on the service core walls, columns and sills in the Premises.

## **ADDENDUM B to Landlord's Work Letter**

### **TENANT IMPROVEMENTS**

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors, frames, and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical and structural capacity; and
- (k) Fiber optic access.

**ADDENDUM C to Landlord's Work Letter**

**PRELIMINARY AND FINAL TI COST STATEMENT**

\_\_\_\_ Preliminary TI Cost Statement  
\_\_\_\_ Final TI Cost Statement

Lease No. \_\_\_\_\_  
Address \_\_\_\_\_

Cost Category

Architecture and Engineering Contract	\$
Plan Check Fees	\$
General Contractor	\$
Furniture	\$
Other	\$
Total Tenant Improvement Costs	\$

# BUDGET MITIGATION UPDATE

FISCAL YEAR 2019-2020

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Alex Villanueva, Sheriff

April 1, 2020

# October 1, 2019 Board Motion

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- ❑ Imposed Hiring Freeze
- ❑ Withdrew \$143.7 Million  
(Services & Supplies, Capital Assets)
- ❑ ...until receipt of a Mitigation Plan

# January 28, 2020 Joint Report Back

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- ☐ FY 2019-20 Budget Status
- ☐ Mitigation Plan
- ☐ Vacancies/Recruitment Update
- ☐ Emerging Fiscal Issues
- ☐ Next Steps

# April ?, 2020 Board Letter

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☐ Return \$143.7 Million

☐ Repeal Hiring Freeze



# Mitigation Efforts Update

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- ☐ Revenue Maximization
  - ☐ \$10m – AB 109
  - ☐ State Audit
  - ☐ BCA Audit
- ☐ Trust Funds Sweeps/Escheatment
  - ☐ \$5.1m Unclaimed Funds (TTC)
  - ☐ \$5.2m MAPAS (Modified Automated Process & Accounting System)
- ☐ Encumbrance Review -- \$4.5m (FY 2011-12 thru 2018-19)
- ☐ Overtime Reduction

## **C A R Requests** for Information

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- ☐ Patrol Overtime Mitigation
- ☐ Custody Unfunded Positions
- ☐ Hiring Update

# Patrol Overtime Mitigation Effort Update

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## Mitigation of Approximately Non-Line Patrol Positions

- Four (4) Service Area Lieutenants will dedicate 60% of duty time to a patrol line function.
- One (1) Community Relations Sergeant will dedicate 60% of their duty time to a patrol line function.
- Eleven (11) Deputy Sheriffs will dedicate 25%-60% of their duty time to a patrol line function.
- Eight (8) Law Enforcement Technicians will dedicate 25%-60% of their duty time to a patrol line function.

## Patrol Positions Returned to the Line 100%

- Thirteen (13) positions (7 Deputies, 6 Law Enforcement Technicians) were consolidated and returned to a patrol line function (in addition to the positions identified above).

## Administrative Reassignment of Personnel (ARP)

- Additionally, all patrol divisions are ARP'ing supervisors and detectives to off-set non-reimbursed overtime.

# Patrol Overtime Mitigation Effort Update

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## Monthly Overtime Mitigation Memorandums

- All patrol station unit commanders are required to submit monthly overtime expenditure and mitigation memorandums to their respective division chiefs to explain where and why non-reimbursed overtime money was spent and efforts made to mitigate expenditures.

## Maximum Non-Reimbursed Overtime Savings From Mitigation Plan

- **\$2,894,462** projected savings per FY

## Patrol Vacancies

- 19 Lieutenants; 66 Sergeants; 86 Deputies; 49 Law Enforcement Technicians = **220 Total**

## Patrol Impairments (IOD, Extended Sick, Light Duty, Military Leave, FMLA & ROD)

- 11 Lieutenants; 45 Sergeants; 253 Deputies; 16 Law Enforcement Technicians = **325 Total**

# Custody Services Division

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CUSTODY NON-REIMBURSED OVERTIME  
\$49.6M

## Departmental – \$27.5M

- CCJV/ROSAS
- Jail Operations
- Delta (unfunded cost increases)
- Hospital Runs
- Loans

## Litigation (Un-Funded Posts) – \$22.1M

- CCJV/ROSAS
- DOJ & DMH Phase I/II – Out of Cell
- Johnson -- Detox Housing
- PREA
- DOJ

# Custody Services Division

CUSTODY COMPLIANCE WITH COURT SETTLEMENTS  
\$27.5 M

## DEPARTMENTAL

### Jail Operations - \$12 M

- 13 Classes for FY 19/20
  - Funded only for 2 Classes

### Delta - \$5 M

- CEO approved overtime rates for Body Scanners, Unfunded Posts, and DMH Expansion Phase I are currently underfunded.

### Hospital Runs - \$7.2 M

- Hospital runs, required medical care, and expenses have increased.

### Loans - \$3.3 M

- 30 Personnel
  - Human Trafficking, Homicide, IAB & Personnel



# Custody Services Division

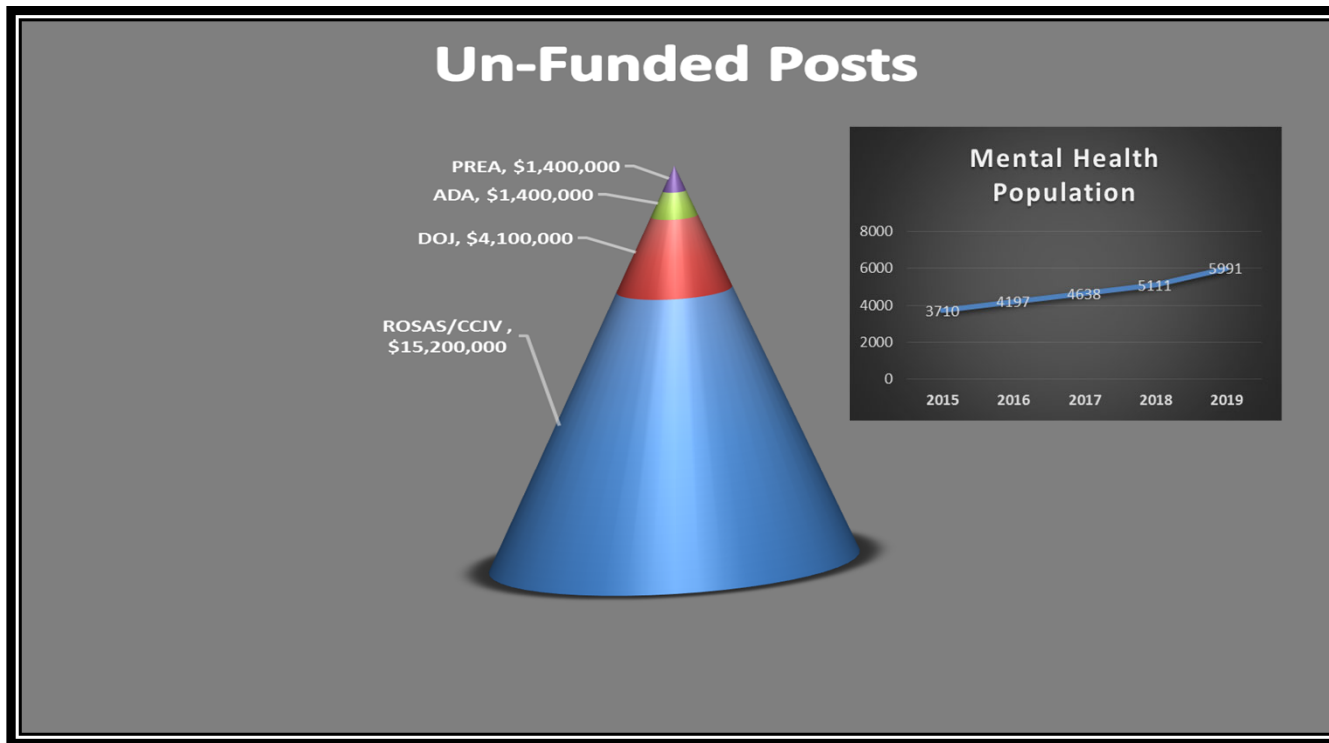
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NON REIMBURSED OVERTIME  
\$22.1M

## Litigation (Un-Funded Posts)

- \$15.2M CCJV / ROSAS
  - Safety Checks
  - Force
  - Grievance Tracking
  - Additional Captains Support Staff
  - DeVRT Training
- \$3M DOJ & DMH Phase I/II – Out of Cell
- \$1.4M Johnson – Detox Housing
- \$1.4M Prison Rape Elimination Act (PREA)
- \$1.1M DOJ – Compliance & Sustainability Bureau

# Custody Services Division





# Replacing Sworn Positions at LASD Personnel Administration Bureau with Professional Staff

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- ✓ Annual savings of approximately \$800,000
- ✓ Repositions sworn personnel from administrative functions to patrol/custody line duties
  - In accordance with October 1, 2019 Board motion
- ✓ Replaces sworn personnel with less costly ( salary & employee benefits) professional staff
- ✓ Consistent with April 10, 2018 Board motion
  - Outside audit, by KPMG, suggests 8% of the Department's sworn personnel could be civilianized
- ✓ May have significant budget reduction implications if civilianization is modeled Department-wide

PERSONNEL ADMINISTRATION BUREAU | CIVILIANIZATION COST OUT

**REPLACEMENTS**

Personnel	Item #	Qty	Salary w/COLA (per position)	EBs	Salary + EBs (per position)	Total S&EBs (per position) Round	Total S&EBs
Administrative Services Manager III	1004	2	\$ 149,465.76	\$ 84,000.00	\$ 233,465.76	\$ 234,000.00	\$ 468,000.00
Administrative Services Manager II	1003	1	\$ 114,242.16	\$ 74,000.00	\$ 188,242.16	\$ 188,000.00	\$ 188,000.00
Civilian Investigator	1641	3	\$ 89,721.27	\$ 53,000.00	\$ 142,721.27	\$ 143,000.00	\$ 429,000.00
Administrative Services Manager I	1002	13	\$ 105,315.27	\$ 70,000.00	\$ 175,315.27	\$ 176,000.00	\$ 2,288,000.00
Operations Assistant III	1230	1	\$ 88,410.54	\$ 53,000.00	\$ 141,410.54	\$ 142,000.00	\$ 142,000.00
Operations Assistant II	1229	2	\$ 77,200.92	\$ 48,000.00	\$ 125,200.92	\$ 126,000.00	\$ 252,000.00
Employee Services Assistant II	1924	2	\$ 78,735.24	\$ 61,000.00	\$ 139,735.24	\$ 139,000.00	\$ 278,000.00
Employee Services Assistant I	1923	1	\$ 63,382.92	\$ 57,000.00	\$ 120,382.92	\$ 120,000.00	\$ 120,000.00
Payroll Clerk II	1334	22	\$ 62,005.08	\$ 44,000.00	\$ 106,005.08	\$ 106,000.00	\$ 2,332,000.00
		<b>47</b>					<b>\$ 6,497,000.00</b>

**DELETIONS (NO LONGER BUDGETED)**

Personnel	Item #	Qty	Salary w/COLA (per position)	EBs	Salary + EBs (per position)	Total S&EBs (per position) Round	Total S&EBs
Lieutenant	2719	1	\$ 150,368.76	\$ 101,000.00	\$ 251,368.76	\$ 251,000.00	\$ 251,000.00
Sergeant	2717	2	\$ 126,548.76	\$ 90,000.00	\$ 216,548.76	\$ 217,000.00	\$ 434,000.00
Sergeant	2717	1	\$ 137,188.00	\$ 90,000.00	\$ 227,188.00	\$ 228,000.00	\$ 228,000.00
Intermediate Typist Clerk	2214	6	\$ 48,211.08	\$ 41,000.00	\$ 89,211.08	\$ 89,000.00	\$ 534,000.00
Deputy Sheriff	2708	7	\$ 100,357.62	\$ 80,000.00	\$ 180,357.62	\$ 180,000.00	\$ 1,260,000.00
Student Worker	8242	3	\$ 33,350.58	\$ 23,101.00	\$ 56,451.58	\$ 57,000.00	\$ 171,000.00
Senior Employee Services Representative	1847	12	\$ 102,748.92	\$ 68,000.00	\$ 170,748.92	\$ 171,000.00	\$ 2,052,000.00
Payroll Clerk I	1331	23	\$ 57,156.81	\$ 43,000.00	\$ 100,156.81	\$ 101,000.00	\$ 2,323,000.00
		<b>55</b>					<b>\$ 7,253,000.00</b>

**Annual Cost Savings to Sheriff's Department \$ (756,000.00)**

# LASD Sworn Hiring Update

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- ✓ Sworn vacancy issue has been a prolonged problem
  - Anticipated retirements will impact sworn vacancy numbers
  - Projected sworn vacancies in mid-April will be upwards of 450
- ✓ Anticipated slow down in hiring during the 1<sup>st</sup> quarter of 2021 (if current hiring trend is sustained through 2020)
- ✓ Recruitment activities continue through social media and direct phone calls and messaging to prospective applicants and those in the hiring process
- ✓ There was an 18% increase in DST applications received during the COVID-19 crisis
- ✓ Current hiring & testing events are held in accordance with CDC guidelines regarding social distancing

# BUDGET MITIGATION UPDATE

FISCAL YEAR 2019-2020

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Alex Villanueva, Sheriff

April 1, 2020