



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Acting Chief Executive Officer

DATE: Wednesday, December 2, 2020
TIME: OPEN SESSION: 9:30 a.m.
CLOSED SESSION: 10:30 A.M.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 945665427#**

TELEPHONIC PUBLIC COMMENT - (30 minutes)

**The public may address the Board deputies during the virtual meeting on all regular agenda items.
PLEASE INDICATE ITEM TO BE ADDRESSED.**

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 per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. 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:
BAILMENT AGREEMENT WITH THE CITY OF MALIBU FOR USE OF A 2020 FORD EXPLORER INTERCEPTOR
Speaker(s): Salvador Becerra and Braden James (Sheriff)
 - B.** Board Letter:
AGREEMENT FOR PARTICIPATION OPERATION STONEGARDEN
Speaker(s): Jack Ewell and Jennipher Baeza (Sheriff)
 - C.** Board Letter:
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77675 WITH INCONTACT, INC. TO PROVIDE CONTINUED DIGITAL VOICE LOGGING RECORDER SYSTEM MAINTENANCE AND SUPPORT SERVICES
Speaker(s): Bill Song and Angelo Faiella (Sheriff)
 - D.** Board Briefing:
APPROVE SOLE SOURCE AMENDMENT NUMBER SIX TO EXTEND CONTRACT NUMBER 55301 WITH CONDUENT STATE & LOCAL SOLUTIONS, INC. FOR PARKING CITATION PROCESSING SERVICES
Speaker(s): Christopher Nee and Irma Santana (Sheriff)

Wednesday, December 2, 2020

- E.** Board Briefing:
APPROVAL OF AN ANNUAL EQUITABLE SHARING AGREEMENT AND
CERTIFICATION FOR FEDERALLY FORFEITED PROPERTY
Speaker(s): Rick M. Cavataio and Karen Anderson (Sheriff)
- F.** Board Briefing:
FIVE-YEAR LEASE – ALTERNATE PUBLIC DEFENDER 221 EAST WALNUT
STREET, PASADENA
Speaker(s): Mike Navarro (CEO)
- G.** Board Briefing:
EIGHT-YEAR LEASE – PROBATION DEPARTMENT 1200 CORPORATE CENTER
DRIVE, MONTEREY PARK
Speaker(s): Mike Navarro (CEO)
- H.** Board Briefing:
APPROVAL OF A SOLE SOURCE CONTRACT WITH JUSTICE BENEFITS,
INCORPORATED FOR FEDERAL FINANCIAL PARTICIPATION PROFESSIONAL
SERVICES FOR THE COUNTY OF LOS ANGELES PUBLIC DEFENDER
Speaker(s): Jon Trochez and Dana Cherry (Public Defender)
- I.** Board Briefing:
AUTHORIZE THE INTERIM CHIEF PROBATION OFFICER TO ENTER INTO A
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE AMITY
FOUNDATION TO PROVIDE REENTRY HOUSING SERVICES TO POST-RELEASE
SUPERVISED PERSONS
Speaker(s): Robert Smythe and Reaver Bingham (Probation)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing:
LA COUNTY DHS: OVERDOSE EDUCATION AND NALOXONE DISTRIBUTION
PROGRAM
Speaker(s): Peter Espinoza, Shoshanna Scholar and Rohini Khanna

5. ADJOURNMENT

CLOSED SESSION:

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Steven Kunz-Bost v. County of Los Angeles, et al.
Los Angeles Superior Court Case No. 19STC34675

Department: Sheriff

Wednesday, December 2, 2020

6. UPCOMING ITEMS:

A. NONE

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

December 15, 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:

**BAILMENT AGREEMENT WITH THE CITY OF MALIBU
FOR USE OF A 2020 FORD EXPLORER INTERCEPTOR
(THIRD DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board's approval of a Bailment Agreement (Agreement) with the City of Malibu for the use of a 2020 Ford Explorer Interceptor by the Department's Malibu/Lost Hills Sheriff Station Volunteers on Patrol (VOP).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with the City of Malibu of the following vehicle:

2020 Ford Interceptor, Vehicle Identification Number 1FM5K8AB2MGA07152

At no cost to the county, effective upon execution by the Board, for a period of five years unless sooner terminated or extended.

2. Instruct the Sheriff, or his designee, to send a letter, expressing his appreciation to the City of Malibu, for the generous loan and use of the vehicle.

3. Delegate authority to the Sheriff, or his designee, to execute an amendment to the Agreement to extend the term for an additional five years if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The city of Malibu wishes to loan the Department the use of a 2020 Ford Interceptor, Vehicle Identification Number 1FM5K8AB2MGA07152. The vehicle will be for the exclusive use by Department personnel assigned to the Department's City of Malibu (VOP) Team.

Implementation of Strategic Plan Goals

Acceptance of this loan supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. The loaned vehicle will enhance both the quality and productivity of services provided by the city of Malibu (VOP) Team.

FISCAL IMPACT/FINANCING

Normal maintenance, repairs, and routine service will be provided by the Department. The Department will pay for all fuel, washing, parking, garage storage fees, highway/road tolls, and fines incurred in connection with the use of the vehicle. All liability insurance will be provided and paid for by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of five years. Either party may terminate the Agreement with five days advance written notice to the other party. The term of the Agreement may be extended for an additional five years. In addition, the Agreement requires the County to indemnify and defend the City of Malibu from any and all liability arising out of the County's use or operation of the vehicle. The indemnification however, does not extend to any liability resulting from inherent defects or malfunctions in such vehicle related to the manufacturer's acts or omissions.

The County will hold the title as the registered owner of the vehicle, and the City of Malibu will hold the title as the legal owner.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and beach goers served by the Department's Malibu/Lost Hills Sheriff Station. There will be no negative impact on current Department services or projects as a result of this bailment.

CONCLUSION

Upon Board approval, please return an adopted copy of the Board letter to the Department's North Patrol Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:JB:jb
(North Patrol Division/ Malibu/Lost Hills Station)

- 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
Selwyn Hollins, Director, Internal Services Department (ISD)
Gerald R. Plummer, Division Manager, ISD
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Mark A. Glatt, Chief, Technology and Support Division
Dennis M. Kneer, Chief, North Patrol Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Judy A. Anderson, Captain, Comm. and Fleet Management Bureau (CFMB)
Salvador Becerra, Captain, Malibu/Lost Hills Station
James R. Braden Jr., Lieutenant, Malibu/Lost Hills Station
Nancy Ohara, Lieutenant, CFMB
Vanessa C. Chow, Sergeant, ASD
David M. Davis, Sergeant, CFMB
Erica M. Saavedra, Deputy ASD
Rochelle L. Kidd, Assistant Automotive Equipment Coordinator, CFMB
(Bailments – 2020 Ford Explorer Interceptor–City of Malibu 12-15-20)

**BAILMENT AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF MALIBU**

This Bailment Agreement ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the County of Los Angeles ("County") and the City of Malibu ("City"). The City and County may be individually referred to as "Party" or collectively referred to as the "Parties."

RECITALS

(A) The Los Angeles County Sheriff's Department ("Sheriff's Department") established a Volunteers on Patrol ("VOP") program, which consists of civilian volunteers who act as the "eyes and ears" of the Sheriff's Department. On December 13, 2010, the City approved the establishment of the VOP program to allow its residents to assist the Sheriff's Department in achieving its goals.

(B) The VOP volunteers ("Volunteers") provide assistance to the Sheriff's Department by identifying suspicious activities, crimes in progress, or other dangerous circumstances, and notifying the authorities for proper handling. They also help enforce the City's parking regulations through the issuance of parking citations.

(C) The County has mandated that in order for the Sheriff's Department to continue its participation in the VOP program, the City must bail a City vehicle to the Sheriff's Department. The vehicle will be used to conduct authorized activities within the City, and will be equipped by the County with all required law enforcement equipment.

(D) As such, the Parties wish to enter into this Agreement so that the Sheriff's Department may continue its VOP program within the City.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements herein, the Parties agree as follows:

1. Bailment of Property

The City hereby bails a **2020 Ford Interceptor** ("Vehicle"), Vehicle Identification Number **1FM5K8AB2MGA07152**, to the County for the exclusive use of the Sheriff's Department, as set forth in this Agreement. The Parties shall execute an amendment to this Agreement for any additional vehicle the City bails to the County that is not identified herein.

2. Term of Bailment

The term of this Agreement shall be five years and will commence upon execution by both Parties on the 15 day of November, 2020. If not extended by the Parties, the Agreement will terminate on 15 day of November, 2025. At the end of the initial five year term, the Parties will have an opportunity to extend the term of the Agreement for an additional five years by mutual written notice (expiring on 15 day of November, 2030). The Parties may not elect to extend the Agreement for a period other than the specified five year terms without executing an amendment to this Agreement.

3. Safekeeping and Maintenance:

The County shall exercise due care for the safekeeping of the Vehicle. The County has the right to inspect said Vehicle prior to acceptance. The County shall inspect the Vehicle upon delivery and by acceptance

thereof finds the Vehicle in good working order and condition. The County shall maintain the Vehicle in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual (including its recommended maintenance schedule) that comes with the Vehicle. The County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicle. The County shall pay for all costs related to the vehicle including fuel, washing, parking, and garage storage. The County will provide, install, and maintain all required equipment including voice radio, amber lights, and graphics on the Vehicle. All required law enforcement equipment installed by the Sheriff's Department will be removed from the Vehicle, at no cost to the City, prior to return of the Vehicle to the City.

4. Indemnification

The County agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any and all liability, losses, expenses, costs (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation), or damages the City may suffer and from any claims, demands, or judgments against the City arising out of County's (including, but not limited to, the Sheriff's Department and the Volunteers) use or operation of the City's Vehicle. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

5. Titles

Legal title to the Vehicle is, and shall at all times, remain in the name of the City. The County shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered by the County to any persons other than the City without the City's prior written consent.

6. Cost

Except as otherwise set forth in this Agreement, the County's use of the Vehicle shall be at no cost to the City.

7. Inspection by County

The County agrees to allow the City to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. The County shall provide the City with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the City or any government agency may require from time to time.

8. Use of Vehicle

- a) The County may use the Vehicle for the sole and exclusive purpose of the VOP program. Unless written approval is obtained from the City, the County shall not use the Vehicle outside of the City's jurisdictional limits, except when necessary for maintenance, repair, refueling, inspection, or washing. The Vehicle may only be operated by Sheriff's Department VOP Volunteers, Sheriff's Department employees and mechanics in the course of servicing the Vehicle.
- b) The Vehicle shall be parked at Malibu City Hall at the end of each shift.

c) The County shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall the County disconnect the Vehicles' odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

i. In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.

ii. For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. Risk of Loss

a) The County shall assume all risks of loss to the Vehicle from the time the Vehicle is delivered by the City to the County, and upon inspection and acceptance by County, until the Vehicle is returned to the City at its place of business.

b) Upon inspection and acceptance of the Vehicle, the County shall be responsible for any and all damages to the Vehicle except those resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

c) In the event of damages to the Vehicle, the County shall notify the City and follow such instructions that the City may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City agreement as to such condition), the County shall notify the City thereof and hold any wreckage for disposal by the City. With respect to any loss, theft, or destruction of the Vehicle, the County and the City shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss to be reimbursed to the City.

10. Termination

Either Party may terminate this Agreement by giving five (5) calendar days advance written notice to the other Party. Upon termination of this Agreement, the County shall immediately return the Vehicle to the City.

11. Amendments

No variation, modification, change, or amendment to this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all Parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the Parties.

12. Notices

All notices or demands required or permitted to be given or made under this 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 below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Communications and Fleet Management Bureau

1277 North Eastern Avenue
Los Angeles, CA 90063

City of Malibu
Attn: Reva Feldman, City Manager
23825 Stuart Ranch Road
Malibu, CA 90265

13. Insurance

The County shall maintain comprehensive general and automobile liability insurance for the Vehicle protecting the County in amounts not less than \$2,000,000 for personal injury to any one person, \$2,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$2,000,000. This insurance policy shall specify its acts as primary insurance for the Vehicle and covers the operations of the County pursuant to the terms of this Agreement.

is self-insured.

The County of Los Angeles

14. Independent Contractor

This Agreement is by and between the County and the City 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 City. The employees and agents of one party shall not be construed to be employees and agents of the other Party.

15. Volunteers

The County expressly acknowledges that the Volunteers are members of the Sheriff's Department Civilian Volunteers and are not agents, employees, officers, or otherwise associated with, the City. The County is responsible for ensuring that the Volunteers comply with all applicable federal, state, and local laws, the Sheriff's Department's Civilian Volunteer Regulations and Guidelines, and other rules, regulations, or guidelines that may be applicable.

16. Governing Law, Jurisdiction, and Venue

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

17. Validity and Waiver

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by the County of any breach of any provision of this 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. Assignment

A Party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

19. Authorization Warranty

The Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind the Parties to each and every term, condition, and obligation of this Agreement and that all requirements of the Parties have been fulfilled to provide such actual authority.

20. Integrated Agreement

This Agreement constitutes the entire understanding of the Parties, and no representations or promises have been made that are not fully set forth herein. The Parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

22. Headings

The section headings that appear throughout this Agreement have been provided solely for the convenience of the Parties and do not define or limit the scope of any provision. Consequently, the headings shall not be considered when interpreting this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF MALIBU**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the City of Malibu has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

CITY OF MALIBU

By _____
Kathryn Barger, Chair
Board of Supervisors

By _____
Reva Feldman
City Manager

By _____
Heather Glaser
City Clerk

ATTEST:
Celia Zavala Executive Officer-Clerk
of the Board of Supervisors

By _____
Christi Hogin
City Attorney

By _____
Deputy

APPROVED AS TO FORM:
Mary C Wickham
Principal Deputy County Counsel

By Signature on File
Deputy

December 15, 2020

Ms. Reva Feldman City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, California 90265

Dear Ms. Feldman:

On behalf of the Los Angeles County Sheriff's Department, I would like to express my sincere appreciation to the city of Malibu for your generous bailment of a 2020 Ford Explorer Interceptor 1FM5K8AB2MGA07152. The vehicle will be used by Malibu/Lost Hills Sheriff Station, Malibu Station Volunteers on Patrol (VOP) enforcement program to allow for effective parking enforcement in the city of Malibu.

I wish to thank you for your continued support of the Sheriff's Department in its mission to provide the best possible law enforcement services to the communities it serves.

Should you have any questions or need additional information, please contact Captain Salvador Becerra of Malibu/Lost Hills Station at (818) 878-5501.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

December 15, 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:

**AGREEMENT FOR PARTICIPATION IN OPERATION STONEGARDEN
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks authority to execute an Agreement for continued participation in the Operation Stonegarden (OPSG) Grant Program, Federal CFDA Number 97.067, funded by the United States Department of Homeland Security (DHS), passed through the California Governor's Office of Emergency Services (CalOES), and received and administered by the County of San Diego.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Agreement for continued participation in the OPSG Grant Program for the term from September 1, 2019 through May 31, 2022. Department overtime costs shall be reimbursed by the County of San Diego in an amount not to exceed \$450,000 from the Fiscal Year (FY) 2019 OPSG Grant Program.
2. Delegate authority to the Sheriff, or his designee, to execute all future amendments and modifications to the Agreement, as necessary, for the effective participation in the OPSG Grant Program.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required documents including but not limited to, agreements, amendments, modifications, extensions, and payment requests in future FYs as necessary, for the effective participation in the OPSG Grant Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department seeks to enter into the attached Agreement for participation in the OPSG Grant Program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States. The Department will be reimbursed for providing increased law enforcement presence in the County's maritime jurisdiction and in coordination with other OPSG partner agencies in order to support the DHS and Bureau of Customs and Border Protection efforts in the region to improve border security. The Department will only enforce local and state laws and will not enforce immigration laws. The OPSG Grant Program provides funding to designated localities to enhance cooperation and coordination between law enforcement agencies in a joint mission to secure the nation's land borders. The Department will provide both boat and aircraft support for OPSG operations.

The current participating agencies and signatories to the Agreement include Counties of San Diego, Los Angeles, Monterey, Orange, San Luis Obispo, San Mateo, Santa Barbara, Ventura, Cities of Carlsbad, Chula Vista, Coronado, Escondido, La Mesa, National City, Oceanside, the San Diego Unified Port District, Sycuan Tribal Police Department, the University of California San Diego, California Highway Patrol, the Department of Fish and Wildlife, and the Department of Parks and Recreation.

The Department has participated in the OPSG Grant Program since FY 2011 pursuant to earlier agreements. This new Agreement allocates funding to the Special Operations Division in the amount of \$450,000 for overtime from the FY 2019 OPSG Grant Program.

Implementation of Strategic Plan Goals

Participation in OPSG relates to the County's Strategic Plan, Goal 3, Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability. Participation in OPSG leverages resources from the Department and other law enforcement agencies to enhance protection along the land and water borders of the United States. This Agreement will also provide revenue reimbursement to the Department for services rendered.

FISCAL IMPACT/FINANCING

The Department will recover overtime salary costs incurred by the Special Operations Division for the OPSG Grant Program activities. The funding from the Patrol Clearing Budget Unit will be distributed to the Patrol Specialized and Unallocated Budget Unit. Reimbursement claims for expenses will be submitted monthly. The County's allocation of \$450,000 for the FY 2019 OPSG Grant Program is for overtime only and will be supported with the Department's FY 2020-21 budgeted appropriations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement shall be from September 1, 2019 through May 31, 2022. The County may terminate its participation in the Agreement by providing ninety days advance written notice to the other participating agencies. The Department will provide its personnel assigned to the OPSG Grant Program with all supplies and/or prescribed safety gear, body armor, and /or standard issued equipment necessary to perform OPSG activities.

The County agrees to defend and indemnify the other participating agencies for any claim, action, or proceeding against the other participating agencies arising solely out of the acts or omissions of the County in the performance of the Agreement. Each party participating in the Agreement agrees to defend itself from any claim, action, or proceeding arising out of concurrent acts or omissions of the parties. In such a case, each party agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs except where a court finds and allocates comparative fault.

Board approval is required for this Agreement, as the funding amount exceeds the authority previously delegated by the Board to the Sheriff on May 5, 2015.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will provide the personnel and resources required for participation in the OPSG Grant Program.

The Honorable Board of Supervisors
December 15, 2020
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CONCLUSION

Upon approval by your Board, it is requested that the Clerk of the Board return one (1) original adopted Board letter to the Sheriff's Department Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

DRAFT

AV:TKM:jb
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Acting Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo Castro-Silva, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Robin A. Limon, Assistant Sheriff, Countywide Operations
Jorge A. Valdez, Chief of Staff
James J. Hellmold, Chief, Special Operations Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Jack W. Ewell, Commander, Special Operations Division
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)
Joseph J. Williams, Captain, Special Enforcement Bureau
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy ASD
Ramona Zamora, Administrative Services Manager II, CLEB
Jennipher Baeza, Administrative Services Manager I, CLEB
(Contract Law - Operation Stonegarden-DHS-CalOES 12-15-20)

**AGREEMENT FOR
FISCAL YEAR 2019
OPERATION STONEGARDEN (OPSG)**

1. PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, CITY OF CHULA VISTA, CITY OF CORONADO, CITY OF ESCONDIDO, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE (collectively the "CITIES"), SAN DIEGO UNIFIED PORT DISTRICT ("SDUPD"), SYCUAN TRIBAL POLICE DEPARTMENT ("STPD"), UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD"), COUNTY OF LOS ANGELES ("LAC"), COUNTY OF MONTEREY ("MC"), COUNTY OF ORANGE ("OC"), COUNTY OF SAN LUIS OBISPO ("SLOC"), COUNTY OF SAN MATEO ("SMC"), COUNTY OF SANTA BARBARA ("SBC"), COUNTY OF VENTURA ("VC"), CALIFORNIA HIGHWAY PATROL ("CHP"), DEPARTMENT OF FISH AND WILDLIFE ("DFW"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for support of the Operation Stonegarden ("OPSG") program.

1.1 Party Departments Or Agencies Participating In The Agreement

- 1.1.1** For the COUNTY, participating agencies are the Probation Department ("PROBATION") and the Sheriff's Department ("SHERIFF").
- 1.1.2** For the CITIES, SDUPD, STPD, and UCSD, participating agencies are their respective police department.
- 1.1.3** For LAC, MC, OC, SLOC, SMC, SBC, and VC, participating agencies are their respective Sheriff's department.
- 1.1.4** CHP, DFW, and DPR do not have subordinate agencies or department participants.

2. RECITALS

2.1 WHEREAS, COUNTY through SHERIFF applied for, and was awarded grant funds from the U. S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (Cal OES), under the Fiscal Year (FY) 2019 Operation Stonegarden (OPSG) grant program. As the sole applicant for the San Diego Border Patrol Sector, SHERIFF shall be the lead agency to manage the OPSG program.

2.2 WHEREAS, funds shall be used to support the OPSG program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States.

2.3 WHEREAS, Government Code § 55632 authorizes COUNTY and PARTIES to contract for provision of joint law enforcement services.

2.4 WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation.

2.5 WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 1 on January 14, 2020, approved and authorized the SHERIFF to execute expenditure contracts to use FY 2019 OPSG funds to reimburse PARTIES for program related management and administration, overtime; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred not to exceed the amounts described in Exhibit A – FY 2019 OPSG Budget Worksheet in paragraph 2.7 below, during the project period September 1, 2019 through May 31, 2022.

2.6 WHEREAS, PARTIES shall retain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to the federal procurement standards found in Title 2 of the Code of Federal Regulations, Part 200, Subpart D, Section §200.317-200.326, and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F - Audit Requirements regarding organization-wide financial and compliance audit reports if \$750,000 or more of OPSG federal funds are expended in a fiscal year.

2.6.1 Documentation shall be retained in accordance with the [FEMA Preparedness Grants Manual](#) and any other OPSG grant requirements, and shall be available for audit and inspection.

2.7 WHEREAS, PARTIES acknowledge the following information for the OPSG grant program:

- (a) Federal Grantor Agency: U. S. Department of Homeland Security (DHS)
- (b) Administrative Authority: Federal Emergency Management Agency (FEMA)
- (c) Operational Oversight: U. S. Customs and Border Protection (CBP)
- (d) State Administrative Agency (SAA) or Pass-Through Agency: California Governor's Office of Emergency Services (Cal OES)
- (e) Program Title: Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)
- (f) Grant Identification Number: 2019-0035
- (g) Federal CFDA Number: 97.067

2.8 WHEREAS, PARTIES agree and shall utilize and adhere to the following Exhibits attached hereto and/or available using the referenced link:

- (a) Exhibit A – FY 2019 OPSG Budget Worksheet
- (b) Exhibit B – FY 2019 OPSG Grant Assurances
- (c) Exhibit C – FY 2019 OPSG Operations Order
- (d) Exhibit D – [Title 2 of the Code of Federal Regulations Part 200](#),
- (e) Exhibit E – Federal Grant Requirements

- (f) Exhibit F - [FY 2019 Homeland Security Grant Program \(HSGP\) Notice of Funding Opportunity \(NOFO\)](#)
- (g) Exhibit G - [FY 2019 Homeland Security Grant Program \(HSGP\) California Supplement to the Federal Notice of Funding Opportunity](#)
- (h) Exhibit H – [Federal Preparedness Grants Manual](#)

However, nothing in the above-mentioned Exhibits shall limit the requirements of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY will reimburse, and PARTIES will provide, a level of OPSG services as set forth in this Agreement.

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG grant program proposal awarded by the DHS and passed through to the Cal OES, under the FY 2019 Operation Stonegarden grant program.

4. SCOPE OF SERVICES

4.1 Method of Service Delivery

SHERIFF will manage the OPSG grant program, oversee the funding allocation of the PARTIES, and be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF's OPSG grant program team will be staffed as described in paragraph 6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.

4.2 Overview of Basic Services

PARTIES will provide OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies in order to support the U. S. Customs and Border Protection efforts in the region to improve border security. PARTIES will enforce local and state laws and will not enforce or aid in the enforcement of immigration laws on behalf of U. S. Customs and Border Protection (CBP) and U. S. Border Patrol (BP).

5. TERM OF AGREEMENT

5.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2019 and shall continue in effect through and terminate at midnight on May 31, 2022; subject to the termination provision in paragraph 5.3.

5.2 Option to Extend

Renewal or extension of the Agreement beyond May 31, 2022 shall be subject to remaining grant funds and to a time extension approved by Cal OES. Any PARTY that does not agree to renew shall terminate its participation at the end of the term of this Agreement.

5.3 Termination

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES.

5.3.1 A PARTY may terminate its participation in this Agreement immediately upon written notice to the other PARTIES in the event it becomes ineligible to receive grant funds under this Agreement.

5.3.2 As the lead agency, SHERIFF, with approval from either FEMA, CBP and/or Cal OES as needed, may require the termination of a PARTY's participation if it is determined that the PARTY has violated the provisions of this Agreement, including failure to provide the Anticipated Outcome set forth in section 6.2.

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Debarment and Suspension

PARTIES shall ensure and certify that they are not presently debarred and suspended from receiving Federal grant funds as required by Executive Orders (EO) 12549 and 12689, and 2 CFR 200.213 and codified in 2 CFR Part 180, Debarment and Suspension. PARTIES found to be noncompliant are not eligible for cost reimbursement.

6.2 Anticipated Outcome

The anticipated outcome of Operations to be provided by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated jurisdiction in order to support the U. S. Department of Homeland Security, U. S. Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY 2019 OPSG Operations Order.

6.2.1 PARTIES will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border, including the water borders. In addition, PARTIES will utilize their unique investigatory areas of expertise in operations.

6.2.2 Increase intelligence/information sharing among PARTIES, including but not limited to:

- (a) Conducting bi-monthly meetings with a minimum of one representative from each PARTY.

(b) Increasing information sharing during operations.

6.2.3 Prior to Operations, PARTIES' Designated Coordinator, in paragraph 6.3.3, shall submit an Operations Plan to the Integrated Planning Team (IPT) at SDCOPSG2008@cbp.dhs.gov at least 72 hours prior to the operation.

6.2.3.1 The IPT is comprised of the SHERIFF and BP sworn personnel.

6.2.3.2 The role of the IPT is to provide support and guidance to the local, state, and federal law enforcement stakeholders within the grant.

6.2.4 Within 48 hours following the conclusion of each OPSG Operation:

6.2.4.1 Each PARTY will complete a Daily Activity Report (DAR) and submit completed DAR in Excel format to CBP San Diego Sector at SDCOPSG2008@cbp.dhs.gov and SHERIFF at stonegarden@sdsheriff.org.

6.2.4.2 The Operations Coordinator will email all backup source documents (e.g., arrest reports, citations, field interviews, etc.) to SDCOPSG2008@cbp.dhs.gov

6.2.5 PARTIES will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), as it becomes available, utilizing the appropriate format, to SDCOPSG2008@cbp.dhs.gov.

6.2.5.1 All schedules will be compiled by BP to be sent to the Law Enforcement Coordination Center (LECC).

6.3 Personnel Qualifications and Assignment

6.3.1 Qualifications

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualifications for their specific classification.

6.3.2 Management, Direction, and Supervision; Independent Contractors

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY's personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to OPSG by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel.

Each PARTY and its respective officers, agents, and employees are independent contractors and are not officers, agents, and employees of any other PARTY. Each PARTY's personnel are under the direct and exclusive supervision of that PARTY, and each PARTY assumes full responsibility for the performance of its own personnel in connection with this Agreement. No PARTY has the authority to bind any other PARTY.

6.3.3 Designated Coordinators

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct Operations. Each other PARTY shall select and designate a coordinator for their respective agency under this Agreement. The designated coordinators for each PARTY shall serve as their agency contact and shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

6.3.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to Operations at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

6.3.5 Equipment and Supplies

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations. Similarly, all other PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations unless otherwise specified in Exhibit C- FY 2019 OPSG Operations Order.

6.3.5.1 PARTIES are responsible for the procurement of their own equipment to be used in Operations.

6.3.5.2 PARTIES will maintain an inventory list of all equipment purchased with OPSG funds and when practicable, the equipment shall be labeled with: *"Purchased with funds provided by the U. S. Department of Homeland Security"*.

7. COST OF SERVICES/CONSIDERATION

7.1 General

7.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform Operations on the basis of claims and

submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of funds from the DHS passed through the Cal OES.

7.1.2 PARTIES agree that awarded funds identified as allowable costs, as set forth in Exhibit F – FY 2019 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for approved Operations operating expenses, and equipment as detailed in Exhibit A – FY 2019 Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit F – FY 2019 HSGP NOFO.

7.1.3 No reimbursement shall be made to a PARTY during any period of time within which that PARTY is in default on filing any informational or financial reports required by SHERIFF. SHERIFF shall make any necessary adjustments to PARTY claims to correct for overpayments, underpayments, or disallowances.

7.2 Project Costs/Rate of Compensation

SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform Operations and shall reimburse for costs approved in Exhibit C – FY 2019 OPSG Operations Order, based upon available funding and the actual costs incurred by PARTIES to provide Operations.

7.3 Method of Payment

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, Daily Activity Reports, equipment and equipment maintenance invoices, purchase orders and/or contracts, that represent amounts to be reimbursed under this Agreement within sixty (60) days from the date when expenditure was incurred. All requests for reimbursement shall be sent to:

San Diego County Sheriff's Department
O-41 Grants Unit (OPSG)
P. O. Box 939062
San Diego, CA 92193-9062

7.3.1 Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice and substantiating documentation, e.g., labor reports, timesheets, etc., are true and correct.

7.3.2 PARTIES shall provide payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime hourly rate, overtime hours worked, date(s) overtime worked, and fringe benefit rate and cost.

7.3.2.1 PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

7.3.3 PARTIES shall provide complete procurement records to substantiate reimbursement requests for approved equipment and services, including but not limited to copies of certified vendor's invoice, vendor's debarment record, proofs of payment to vendor, purchase order and contract showing that Federal Grant Requirements (attached hereto as Exhibit E – Federal Grant Requirements) have been incorporated into, and/or PARTY's standard procurement policy and procedure along with documentations that substantiates full and open competition.

7.3.3.1 PARTIES shall make available to SHERIFF for inspection and upon request, all procurement records that provide historical and background information to answer inquiries pertaining to the acquisition of equipment and services that may arise during an audit or until the grant record retention period expires.

7.3.4 Noncompetitive procurements of equipment exceeding the \$250,000 simplified acquisition threshold established by Federal Acquisition Regulation (FAR) 48 CFR Subpart 2.1, in accordance with 41 U.S.C. 1908, will require prior written approval from Cal OES.

7.3.4.1 Prior to purchasing equipment determined to be noncompetitive, PARTIES shall provide SHERIFF by email a copy of their Purchasing Agent's approval for the noncompetitive procurement which SHERIFF will submit to Cal OES for approval.

7.3.5 PARTIES shall obtain a performance bond from vendors prior to procuring equipment items costing over \$250,000, or any vehicle, aircraft, or watercraft, to be paid at the time of purchase, in order to ensure delivery of the equipment within ninety (90) days of the performance period end date.

7.3.5.1 Performance bond shall be included for reimbursement with invoice.

7.3.6 Within ninety (90) business days upon receipt of valid invoice and supporting documentation specified in subparagraphs under 7.3, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.7 Each PARTY shall manage their allocation and track their claims to ensure they remain within their allocated amount as specified in Exhibit A – FY 2019 OPSG Budget Worksheet.

7.4 Reimbursement Disallowances

PARTIES not in compliance with procedures in paragraph 7.3 above risk having incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within sixty (60) days will be notified in writing by SHERIFF that the claim(s) is/are past due, and funds allocated to the PARTY for that time period may be redistributed among other PARTIES.

8. PROGRAM/FINANCIAL ADMINISTRATION

8.1 PARTIES shall use as the primary reference in all programmatic, financial, and grant administration matters and adhere to the policies and regulations in Exhibit D - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), Exhibit F – FY 2019 HSGP NOFO, Exhibit G – FY 2019 HSGP CA Supplement to the NOFO, and Exhibit H – Federal Preparedness Grants Manual, in conjunction with updates issued by the Office of Management and Budget (OMB), Grants & Training (G&T) information bulletins, and Cal OES policy, regulations, and statutes.

8.1.1 Contract Provisions

PARTIES shall ensure that *all* contracts adhere to all applicable contract provisions stated in 2 CFR 200.317 – 200.326 and found in Appendix II - Contract Provisions for Non-Federal Entity Contracts under Federal Awards. Reimbursement claims associated with contracts that are found to be in noncompliance will be denied.

8.1.2 Methods of Procurement

PARTIES shall adhere to the procurement methods found in 2 CFR 200, Subpart D, Section 200.320.

9. REPAYMENT OF REIMBURSEMENTS

9.1 Any PARTY found through compliance assessments, audits, or monitoring site visits, to be out of compliance with paragraphs 7.3 and 8 above, shall retroactively repay SHERIFF, within ninety (90) days of notification, any reimbursement found out of compliance which was paid to PARTY during the term of, and even after the term, of this Agreement. This provision shall survive termination or expiration of this Agreement.

10. INDEMNIFICATION – WORKERS' COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES

10.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination,

hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

10.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by the non-County PARTY.

10.3 Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by the non-County PARTY.

11. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

11.1 Claims Arising From Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

11.2 Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11.4 below.

11.3 Joint Defense

Notwithstanding paragraph 11.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

11.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

12. GENERAL PROVISIONS

12.1 Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows, or, to such other place as each PARTY may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:
Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193-9062
To Non-County PARTIES:

Chief of Police
Carlsbad Police Department
2560 Orion Way
Carlsbad, CA 92010

Chief of Police
Coronado Police Department
700 Orange Avenue
Coronado, CA 92118

Chief of Police
La Mesa Police Department
8085 University Avenue
La Mesa, CA 91942

Chief Probation Officer
Probation Department
9444 Balboa Avenue, Ste. 500
San Diego, CA 92123

Chief of Police
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910

Chief of Police
Escondido Police Department
1163 North Centre City Parkway
Escondido, CA 92026

Chief of Police
National City Police Department
1200 National City Blvd.
National City, CA 91950

Chief of Police
Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054

Chief of Harbor Police
San Diego Harbor Police Department
3380 N. Harbor Drive
San Diego, CA 92101

Chief of Police
University of California-San Diego
Police Department
9500 Gilman Drive, MC 0017
La Jolla, CA 92093

Chief of Police
Sycuan Tribal Police Department
4 Kwaaypaay Road
El Cajon, CA 92019

Sheriff
Orange County Sheriff's Department
550 N. Flower Street
Santa Ana, CA 92703

Sheriff
Ventura County Sheriff's Office
800 South Victoria Avenue
Ventura, CA 93009

Sheriff
Los Angeles County Sheriff's Department
Special Enforcement Bureau
1060 N. Eastern Avenue
Los Angeles, CA 90063

Sheriff
Monterey County Sheriff's Office
1414 Natividad Road
Salinas, CA 93906

Sheriff
San Luis Obispo County Sheriff's Office
1585 Kansas Avenue
San Luis Obispo, CA 93405

Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063

Sheriff
Santa Barbara County Sheriff's Office
4434 Calle Real
Santa Barbara, CA 93110

Chief
California Highway Patrol
9330 Farnham Street
San Diego, CA 92123

Chief of Enforcement
California Department of Fish and Wildlife
1416 9th Street, Room 1326
Sacramento, CA 95814

Chief
California Department of Parks and
Recreation
1416 9th Street
Sacramento, CA 95814

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12.2 Amendment; Assignment

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES. No PARTY shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTIES.

12.3 Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and non-County PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

12.4 Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to, and in accordance with, the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one PARTY.

12.5 Waiver

A waiver by COUNTY or non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or non-County PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any PARTY to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

12.6 Authority to Enter Agreement

COUNTY and non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

12.7 Cooperation

COUNTY through SHERIFF and Non-County PARTIES will cooperate in good faith to implement this Agreement.

12.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. COUNTY will provide each CITY with a copy of this Agreement once fully executed.

12.9 Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

12.10 Legislative Changes

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the DHS imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of COUNTY and non-COUNTY under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

12.11 Representation

Each PARTIES' Chief, and/or Sheriff, or their respective designee, shall represent its PARTY in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

12.12 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, representatives described in paragraph 12.10, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

12.13 Termination of Funding

In the event that funding for reimbursement of costs related to Operations is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide Operations as described herein. In such event, PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of Operations through alternate means.

12.14 Obligation

This Agreement shall be binding upon the successors of the PARTIES.

12.15 California Law

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective September 1, 2019, unless otherwise specified.

**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**

William D. Gore
Sheriff

Approved as to form and legality:
**THOMAS MONTGOMERY
OFFICE OF COUNTY COUNSEL
COUNTY OF SAN DIEGO**

Mark Day
Senior Deputy

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Adolfo Gonzales
Chief

**CARLSBAD POLICE
DEPARTMENT**

Neil Gallucci
Chief

**CHULA VISTA POLICE
DEPARTMENT**

Roxana Kennedy
Chief

**CORONADO POLICE
DEPARTMENT**

Charles Kaye
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Ed Varso
Chief

**LA MESA POLICE
DEPARTMENT**

Walt Vasquez
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Jose Tellez
Chief

**UNIVERSITY OF CALIFORNIA -
SAN DIEGO POLICE DEPARTMENT**

David S. Rose
Chief

**SYCUAN TRIBAL POLICE
DEPARTMENT**

William Denke
Chief

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Don Barnes
Sheriff-Coroner

**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Alex Villanueva
Sheriff

**SAN MATEO COUNTY
SHERIFF'S OFFICE**

Carlos G. Bolanos
Sheriff

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

Mark Stainbrook
Vice President of Public Safety/Chief

**VENTURA COUNTY
SHERIFF'S OFFICE**

William Ayub
Sheriff

Approved as to form and legality:
LEON J. PAGE
OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

Nicole A. Sims
Supervising Deputy

Approved as to form:
MARY WICKHAM
OFFICE OF THE COUNTY COUNSEL
COUNTY OF LOS ANGELES

Michele Jackson
Principal Deputy County Counsel

**SAN LUIS OBISPO COUNTY
SHERIFF'S OFFICE**

Ian Parkinson
Sheriff

**MONTEREY COUNTY
SHERIFF'S OFFICE**

Steve Bernal
Sheriff

**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

CALIFORNIA HIGHWAY PATROL

Omar Watson
Chief, Border Division

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Melinda Peacock
Section Chief
Contracts and Procurement Section
Business Management Branch

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Gina Moran
District Superintendent

DRAFT

**FY 2019 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Budget Narrative Category									TOTAL
	A	B	C	D	E	F	G	H	I	
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	M&A	
San Diego County Sheriff's Department	3,546,683	245,380	-	86,888	1,263,501	-	160,311	-	327,287	5,630,050
San Diego County Probation	28,347	1,653	-	-	-	-	-	-	-	30,000
Carlsbad Police Department	55,467	1,082	-	-	-	-	3,451	-	-	60,000
Chula Vista Police Department	150,813	2,187	-	-	47,800	-	-	-	-	200,800
Coronado Police Department	9,800	-	-	-	-	-	200	-	-	10,000
Escondido Police Department	12,610	1,290	-	-	-	-	-	-	-	13,900
La Mesa Police Department	217,630	12,840	-	12,000	52,300	-	6,530	-	-	301,300
National City Police Department	53,654	5,269	-	-	-	-	1,077	-	-	60,000
Oceanside Police Department	158,996	2,305	10,546	-	-	23,653	-	-	-	195,500
San Diego Harbor Police	162,947	21,183	17,000	-	-	134,784	1,686	-	-	337,600
San Diego Police Department	-	-	-	-	-	-	-	-	-	-
Sycuan Tribal Police Department	21,806	1,494	-	-	28,200	-	-	-	-	51,500
University of California San Diego Police Department	9,800	254	-	-	-	-	946	-	-	11,000
LA County Sheriff's Department	450,000	-	-	-	-	-	-	-	-	450,000
Orange County Sheriff's Department	130,226	13,166	88,755	-	-	18,700	1,253	-	-	252,100
San Luis Obispo County Sheriff's Office	125,976	20,811	7,338	-	56,100	3,119	13,456	4,500	-	231,300
Santa Barbara County Sheriff's Office	48,585	-	-	-	-	-	5,510	3,905	-	58,000
Ventura County Sheriff's Office	289,100	-	-	-	129,900	-	-	-	-	419,000
Monterey County Sheriff's Office	77,269	1,120	-	1,260	47,750	-	5,351	-	-	132,750
San Mateo County Sheriff's Office	73,233	8,583	-	-	27,000	-	2,784	-	-	111,600
CA Highway Patrol	341,828	4,957	-	-	-	-	53,215	-	-	400,000
CA Department of Fish and Wildlife	42,977	623	-	-	-	-	-	-	-	43,600
CA Department of Parks and Recreation	166,039	2,408	16,200	-	-	5,607	9,746	-	-	200,000
Grand Total San Diego County Region	\$ 6,173,786	\$ 346,605	\$ 139,839	\$ 100,148	\$ 1,652,551	\$ 185,863	\$ 265,516	\$ 8,405	\$ 327,287	\$ 9,200,000

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
FY 2019 Standard Assurances
(All OPSG Participating Agencies)

Name of Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____

As the duly authorized representative of the Agency ("Agency") named above, I hereby certify that the Agency has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability (including sufficient funds to pay any non-federal share of project cost or to retroactively repay any reimbursement found out of compliance which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Agency is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) HSGP California State Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Agency hereby agrees to comply with the following:

1. Proof of Authority

The Agency will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Agency and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required;
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Agency and the city council, governing board or authorized body;
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Agency will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Agency certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Agencies shall certify and disclose accordingly.

The Agency will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Agency agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 C.F.R §200.213 and codified in 2 C.F.R Part 180, Debarment and Suspension, the Agency will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Agency certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Agency is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Agency will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. § 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd --- 2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units --- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) --- be designed and constructed with certain accessible features (See 24 C.F.R § 100.201;
- (h) Executive Order (E.O.) 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order (E.O.) 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Agency will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Agency certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Agency will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Orders (EO) 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order (EO) 11988
- (g) Executive Order (EO) 11514 which sets forth national environmental standards;
- (h) Executive Order (EO) 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order (EO) 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Agency shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For grant recipients expending \$750,000 or more in federal grant funds annually, the Agency will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R § 200.336, the Agency will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Agency will require any subrecipients,

contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Agency will comply with 31 U.S.C § 3729-3733 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Agency agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Agency also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Agency will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Agency will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Agency must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Agency will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires Agencies in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order (EO) 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 C.F.R. Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally Funded Construction Projects

For all construction projects, the Agency will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Agencies are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Agency acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Agency should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years, the Agency has been accused of discrimination on any basis, the Agency must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS Financial Assistance Office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including Limited English Proficiency), sex, age, disability, religion or familial status against the Agency, or the

Agency settles a case or matter alleging such discrimination, the Agency must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Financial Assistance Office and the CRCL by email or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgement of Federal Funding from DHS

All Agencies must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All Agencies must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All Agencies who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. Agencies may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All Agencies must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude Agencies from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All Agencies must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All Agencies are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All agencies must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Agencies must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All Agencies who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, Agencies are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Agencies are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All Agencies who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All Agencies must comply with Executive Order (EO) 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Agencies are legally responsible to ensure compliance with the EO and laws.

35. Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of the Agency's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All Agencies must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

37. Use of DHS Seal, Logo, and Flags

All Agencies must obtain permission from DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Agency recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Agency, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Agency and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Agency may be ineligible for award of any future grants if Cal OES determines that any of the following has occurred: (1) the Agency has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All Agencies are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the above-named Agency.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Email Address: _____

Name of Agency: _____

DRAFT

**2019 OPERATION STONEGARDEN (OPSG) OPERATIONS
ORDER AND BUDGET TEMPLATE**

OMB No: 1660-01258

Expires: 05/31/2020

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 571 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0125).

NOTE: DO NOT SEND YOUR COMPLETED FORM TO THIS ADDRESS.

Op Order Name:	SDC OPERATION STONEGARDEN (OPSG) FY19 OPERATIONS ORDER ANNUAL	
Op Order Number:	OPSG OO CA San Diego FY19 19-SDCSDC-05-002 V0	
Op Dates:	From: 9/1/2019	To: 8/31/2022
Report Date:	12/02/2019	

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(U) Privacy Act 5 U.S.C. § 552a(b) “No agency shall disclose any record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains [subject to 12 exceptions].” OOs and OPSG Operational documents contain shared intelligence, information, targeted enforcement information, Personally Identifiable Information (PII) of USBP and partner State, Local, and Tribal law enforcement entities. PII should not be released as it places public safety officials in danger from illicit actors and shared intelligence and information should not be disclosed without notice and permission from the contributing law enforcement agencies.”

Executive Summary

Law enforcement partnerships between federal, state, and local entities are critical to improving operational control of the border. Grant funding in the amount of \$9,200,000 via Operation Stonegarden (OPSG) will be utilized by a total of 23 partner law enforcement agencies from local units of government within San Diego County, including the Sycuan Tribal Police Department, Sheriff's Departments from San Diego,

Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Monterey, and San Mateo Counties, as well as California State Agencies to target border-related crime in the U.S./Mexico Border area and the California coastline. The San Diego County Sheriff's Department will be the OPSG Grant Administrator. The point-of contact (POC) will be Lieutenant Justin White. The San Diego Sector Chief Patrol Agent will have operational oversight. The POCs will be Supervisory Border Patrol Agent's Robert Nila and Jason Feldman.

The San Diego Sector Chief Patrol Agent, in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. Security threats and operational hours/activities will be determined jointly between the San Diego Sector unified command staff and the OPSG Integrated Planning Team (IPT). Maritime-specific operations will be coordinated jointly with the San Diego Regional Coordinating Mechanism (ReCoM), Los Angeles/Long Beach ReCoM, Central California Maritime Agency Coordination Group (CenCal MAC), and the San Francisco ReCoM.

Utilizing an all-threats approach in collaboration with U.S. Customs and Border Protection/Border Patrol, state and local law enforcement agencies will exercise their unique jurisdictional capabilities in order to collaboratively address border security issues. Historically, San Diego County has been a highly favored operational area for crime and drug smuggling organizations. The close proximity of Tijuana, Mexico to San Diego, California, population density, significant coastline, and extensive transportation networks leading to the interior immediately north of the border make San Diego a consistently lucrative target. Now, as the maritime smuggling threat increases, these organizations are looking for smuggling opportunities beyond San Diego County as demonstrated by Pangas being discovered more than 400 miles north in San Mateo County. Border-related crime represents an all-threat environment in that the primary criminal activity (drug/human smuggling) often results in cross-border criminal organizations and individuals undertaking secondary and frequently, tertiary criminal activities that involve a wider range of crimes (kidnappings, assaults, murders, money laundering, cross-border weapons trafficking, etc.). These criminal activities, when undertaken in the U.S., constitute a threat to domestic security, subsequently triggering involvement by state and local law enforcement.

A. General Situation:

San Diego County (SDC) includes approximately 90 miles of international land border and the responsibility of the San Diego Sector includes the 840 miles of coastal border of the State of California, including beaches and bays. SDC has an effective level of security that is commensurate with known and identified risks associated with criminal organizations. The incidence of border violence associated with competing drug cartels in the Tijuana/Tecate areas has continued and still has great potential to spread into the United States. Frequent assaults against Border Patrol Agents are a common diversionary tactic utilized by smuggling organizations to further their criminal activity. During a particularly

volatile situation on July 23, 2009, Border Patrol Agent Robert Rosas was murdered in close proximity to the border fence while responding to alien traffic in the Campo Station AOR. As security of the border is established and/or expanded within key target zones, criminal organizations resort to increasingly elaborate smuggling methods such as sophisticated cross-border tunnels, watercraft in the maritime environment, and ultra-light aircraft. JTF-W (California), the San Diego Sector's FY 2019 enforcement strategy, will address specific threats posed by such organizations and aggressively integrate OPSG assets to reduce violent crime along the border, increase border security, and improve the quality of life within affected communities throughout the San Diego Sector operational AOR.

As the Maritime threat continues to increase in San Diego Sector's AOR, it has been necessary to provide additional funding and support along the coast to address emerging maritime Panga smuggling events approximately 489 miles north in Monterey, Santa Cruz and San Mateo counties.

Since its inception, the intent of OPSG has been to enhance law enforcement preparedness and operational readiness along the nation's borders. The Department of Homeland Security Appropriations Act 2010 (PL 111-83), via the Homeland Security Grant Program, allocated \$90 million in FY 2019 OPSG grant funds for use by local units of government to increase coordination and enforcement capabilities in support of Department of Homeland Security (DHS) goals including those outlined in the Border Patrol National Strategy. For this grant year, the San Diego Sector has been awarded \$9,200,000 in FY 2019 OPSG Homeland Security Grant funds.

B. Terrain/Weather:

Terrain features within the San Diego Sector include beaches, estuaries, coastal plains, steep canyons and ravines, high desert, and mountains over six thousand feet in elevation. There are numerous environmentally sensitive and protected areas. Dense, low lying brush and scrub trees cover much of the rural terrain throughout.

San Diego County's western corridor is one of the most densely populated areas in the United States. The corridor includes the cities of San Diego, Imperial Beach, Chula Vista, Coronado, Encinitas, Carlsbad, and Oceanside. The County's central corridor is comprised primarily of a blend of sparsely populated remote and rural wilderness areas. The eastern corridor consists of rural mountain and ranching enclaves with populations ranging from a few hundred up to several thousand.

Orange County through San Mateo County represents a rugged coastline along with varying weather. Los Angeles County includes the Islands of Catalina and San Clemente. Ventura and Santa Barbara Counties include the Channel Islands.

These islands are remote and desolate and represent an area of great concern for the San Diego Sector.

California State Parks and the California Highway Patrol are working together in remote areas from Ventura to San Mateo with the Sheriff's Offices in each of those counties as the Maritime threat continues to move north along the California Coast.

Weather conditions vary greatly throughout the San Diego Sector. The western corridor generally maintains year round mild temperatures that average 50 to 80 degrees. The central and eastern corridors can experience extremes in temperatures ranging from subfreezing to well over 100 degrees. Eastern portions of the County can experience occasional snowfall and high winds. In addition, the western portion of the San Diego Sector experiences frequent coastal eddies (a combination of low clouds and fog), which extend several miles inland.

Wildfires are a very real and persistent threat throughout the San Diego Sector. The fire season extends from May through November. Historically, wildfires have resulted in the devastating loss of life and property

The combination of climatic extremes, rugged terrain, dense urban corridors, and protected environmental areas presents a complex challenge to conducting daily operations. As such, enforcement entities operating within the counties utilize considerable ingenuity and flexibility in order to achieve their missions.

C. Criminal Element:

Drug smuggling organizations continue to pose significant threats throughout the area. These organizations have become increasingly sophisticated and use counter surveillance, diversionary tactics, night vision devices, and secure communications while conducting operations. Human trafficking, trans-border kidnappings, extortion, murder, and intimidation are common results of cartel competition for lucrative territory. Criminal debriefings, examination of pocket trash, and officer observations indicate substantial intelligence gathering efforts against law enforcement operations by area criminal organizations.

Smugglers frequently utilize dangerous tactics in order to further their cargo into the United States. Among these are failures to yield when vehicle or checkpoint stops are initiated, abandonment of the smuggling vehicle by the driver while it is still in motion, wrong-way driving on freeways north through the Mexican Port of Entry into the southbound lanes of Interstate 5, and the overloading of boats with human cargo. The abandonment of individuals or entire groups by their guides in remote, inhospitable environments is not uncommon and has resulted in a significant number of deaths. Smuggling organizations using these, and other tactics, have been historically responsible for several assaults on Border Patrol Agents and local law enforcement officers.

D. Friendly Forces:

U.S. Customs and Border Protection/Border Patrol
CBP Air and Marine
CBP Field Operations
U.S. Coast Guard
Immigration and Customs Enforcement
San Diego County Sheriff's Department
San Diego County Probation Department
San Diego Police Department
San Diego Harbor Police
Carlsbad Police Department
Chula Vista Police Department
Coronado Police Department
Escondido Police Department
La Mesa Police Department
National City Police Department
Oceanside Police Department
Sycuan Tribal Police Department
Los Angeles County Sheriff's Department
Monterey County Sheriff's Office
Orange County Sheriff's Department
Santa Barbara County Sheriff's Office
San Luis Obispo County Sheriff's Office
San Mateo County Sheriff's Office
Ventura County Sheriff's Office
California Highway Patrol
California Department of Fish and Wildlife
California Department of Parks and Recreation
University of California San Diego Police Department

MISSION

Department of Homeland Security, CBP/Border Patrol, state, and local law enforcement agencies operating in San Diego, Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Monterey and San Mateo Counties will collaborate to raise border security by:

- Disrupting and degrading targeted transnational criminal organizations (TCO's)
- Enhancing land/coastal border detection and interdiction capabilities
- Expanding formal communication, intelligence protocols, and nontraditional intelligence/fusion opportunities

EXHIBIT E

Federal Grant Requirements

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(G) Contractor shall comply with 2 C.F.R. §200.322, Procurement of recovered materials.

(H) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii, as incorporated in Exhibit E.

(l) Federal grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

DRAFT

December 2, 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:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS
FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77675
WITH INCONTACT, INC. TO PROVIDE CONTINUED DIGITAL VOICE LOGGING
RECORDER SYSTEM MAINTENANCE AND SUPPORT SERVICES**

SUBJECT

This letter provides advance notification to the Board, in accordance with Board Policy 5.100, that the Los Angeles County (County) Sheriff's Department (Department) intends to enter into negotiations for a Sole Source Amendment (Amendment) to Agreement Number 77675 (Agreement) with inContact, Inc. for continued maintenance and support services (Services) for the Department's digital voice logging recorder (DVLR) system. The annual cost of the proposed Amendment is estimated to be \$400,000.

PURPOSE

The current Agreement expires on May 1, 2021. This Amendment will extend the term of the Agreement for two years, plus twelve additional months in any increment, at the County's discretion. The continuation of support and maintenance is critical for maintaining the County's DVLR system while the Department completes the solicitation process for a successor system.

BACKGROUND

The Department has 47 DVLRs located at facilities throughout Los Angeles County. These machines capture both radio and telephone conversations, including 9-1-1 emergency calls. Recordings are frequently required for criminal and civil court proceedings, and for the Department's internal investigations.

On October 18, 2011, the Board approved Agreement Number 77675 with Voice Print International (VPI) for a term of three years, with two one-year option periods, plus one additional six-month option period in any increment, for DVLR system maintenance and support services.

On September 24, 2014, the Sheriff executed Amendment Number One to the Agreement to exercise the first one-year option term, from November 2, 2014 through November 1, 2015.

On April 24, 2015, the Sheriff executed Amendment Number Two to the Agreement to exercise the second one-year option term, from November 2, 2015 through November 1, 2016.

On August 22, 2016, the Sheriff executed Amendment Number Three to the Agreement to memorialize the conversion of VPI into a limited liability company (VPI, LLC), County's consent to the acquisition of VPI, LLC by NICE Systems Inc., and to exercise the final six-month option term from November 2, 2016 through May 1, 2017.

On April 18, 2017, the Board approved Amendment Number Four to the Agreement to extend the Agreement for an additional two-year period with two one-year option terms, to provide continued DVLR system maintenance and support services.

On August 28, 2018, the Sheriff executed Amendment Number Five to the Agreement to memorialize the merger of VPI, LLC into Contractor.

On April 1, 2019, the Sheriff executed Amendment Number Six to the Agreement to exercise the first one-year option term, from May 2, 2019 through May 1, 2020.

On March 12, 2020, the Sheriff executed Amendment Number Seven to the Agreement to exercise the final one-year option term, from May 2, 2020 through May 1, 2021.

In July 2019, the Department published a Request for Information (RFI) to investigate commercial off-the-shelf DVLR systems. Five vendors responded to the RFI and conducted on-site demonstrations. After reviewing the information presented, the Department initiated the solicitation process for a successor system. The Department anticipates releasing a Request for Proposals solicitation during the second half of 2021.

FISCAL IMPACT/FINANCING

Funding for the proposed Amendment will be allocated in the Department's operating budget.

SOLE SOURCE JUSTIFICATION

The Department owns and operates 47 DVLRs that can only be serviced by inContact due to the exclusive nature of their technology. The Agreement provides for hardware and software maintenance and support services, allowing the equipment to remain fully functional and up-to-date. The Amendment is necessary to ensure the DVLRs continue to operate effectively.

inContact is the sole manufacturer of the Department's DVLR system. The Department has utilized the present DVLR system for over fourteen years. There are currently millions of archived recordings that require the exclusive use of inContact's software and hardware. inContact does not train, certify, license or otherwise endorse any third party to provide support, maintenance, and/or upgrade services to their DVLR technology.

The proposed Amendment will allow the Department to complete a solicitation and execute a contract for a replacement system.

The Chief Information Office has reviewed and concurs with the Department's approach to extend the current Agreement.

CONCLUSION

Pursuant to Board policy, the Department will proceed with Sole Source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Assistant Director David Culver, Fiscal Administration Bureau, at (213) 229-3260.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TKM:JK:jk

(Fiscal Administration Bureau/Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Acting Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo Castro-Silva, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Mark A. Glatt, Chief, Technology and Support Division (TSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Bill I. Song, Commander, TSD
Judy A. Anderson, Captain, Communications & Fleet Management Bureau (CFMB)
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Dave E. Culver, Assistant Director, FAB, Contracts Unit
Scott A. Ponder, Lieutenant, CFMB
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, Contracts Unit
Erica M. Saavedra, Deputy, ASD
Joanna Kim, Contract Analyst, Contracts Unit
(Contracts/Advance Notification – inContact 11-25-20)

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR

MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

- 1. What is being requested?**
Amendment to extend an existing maintenance and support agreement with Incontact, Inc for maintenance and support of the Digital Voice Logging System
- 2. Why is the product needed? – How will it be used?**

This product will be used to maintain the existing Digital Voice Logging system that is required for investigations and public information requests.
- 3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?**

Yes, this is the only brand that meets the needs as they are the developer and only company authorized to maintain their system. They do not train, certify or otherwise license any third party to support their products.
- 4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**

No

5. **Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Yes, this purchase will extend the existing service agreement and allow the Department time to secure a replacement through the RFP process.

6. **Is the product proprietary or is it available from various dealers? Have you verified this?**

Yes, it is proprietary and not available from any other dealer. It has been verified as we have used this company for the past 14 years.

7. **Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

There is no special pricing available. The vendor provides the same services to public and private entities with a similar pricing structure based on needs. It is difficult to compare pricing as it is based on the number of servers and lines recorded along with 24/7 response capability.

8. **If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

This is not an upgrade, it is an extension of a maintenance and service agreement.

Justification – Consulting Services

Justifying sole source for consulting services is more complicated than for commodities. Each transaction is unique, there is no simple formula to follow, and there are subjective factors to be considered. The following reasons have been used previously to justify sole source successfully:

1. No other vendor offers a service or employs personnel meeting the minimum requirements.
2. The client department's required time frame for project completion is critical and cannot be exceeded without extreme hardship.

3. The cost to continue with the same consultant is less than the cost for any other consultant due to the time necessary to get up to speed (learning curve) with the project.
4. A unique and proprietary solution has been offered which is determined to be in the best interest of the County.

DRAFT

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/2/2020	
BOARD MEETING		
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Advanced notification letter to the Board of intent to extend Agreement Number 77675 with inContact, Inc.	
PROGRAM	Digital Voice Logging Recorder (DVLR) System	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: inContact, Inc. is the sole provider of maintenance and support for the hardware and software of the Department's DVLR system.	
DEADLINES/ TIME CONSTRAINTS	The current contract expires May 1, 2021.	
COST & FUNDING	Total cost: \$400,000 annually	Funding source: General Fund
	TERMS (if applicable): Two years, plus up to 12 additional months	
	Explanation: Cost will be funded through the General Fund (A01) by Communications & Fleet Management Bureau (15757).	
PURPOSE OF REQUEST	The continuation of the support and maintenance for the Department's DVLR system which is still in use while the solicitation and implementation process for a successor system is completed.	
BACKGROUND (include internal/external issues that may exist)	No issues or concerns	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, afaiell@lasd.org • Lt. Scott Ponder, (323) 881-8262, saponder@lasd.org	

SOLE SOURCE CHECKLIST

Department Name: _____

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

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

December 15, 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:

**APPROVE SOLE SOURCE AMENDMENT NUMBER SIX TO EXTEND CONTRACT
NUMBER 55301 WITH CONDUENT STATE & LOCAL SOLUTIONS, INC.
FOR PARKING CITATION PROCESSING SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board Approval of Sole Source Amendment Number Six (Amendment) to Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) to extend the term of the Contract for one year, from January 19, 2021 through January 18, 2022, with an option to extend up to twelve additional months in any increment. The Amendment will enable the Department to continue parking citation collection and processing services (Services) in the unincorporated areas of the County while the Department continues the solicitation for a replacement contract. The Contract is revenue-generating and there is no Net County Cost.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached Amendment, to extend the term of the Contract

for one additional year, from January 19, 2021 through January 18, 2022, plus an option to extend for up to twelve additional months, in any increment.

2. Delegate authority to the Sheriff, or his designee, to execute the additional option period in any increment, provided it is in the best interest of the County.
3. Delegate authority to the Sheriff, or his designee, to terminate the Contract for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice, once the Department has completed the solicitation process for a replacement contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Contract will expire on January 18, 2021. On September 3, 2020, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a Sole-Source Amendment to extend the Contract for a period of one year, plus a six-month option period, to ensure continuity of Services while the replacement system is solicited, tested, and implemented. The Amendment will now extend the Contract for a period of one year, plus a twelve-month option period, exercisable in any increment, as necessary to prevent the disruption of Services while the Department completes its solicitation and implementation of a replacement contract.

Background:

Conduent will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and its data sharing relationship with the Department of Motor Vehicles to obtain vehicle ownership information. Conduent will also continue to be responsible for collecting all cash and check payments, and depositing those payments with the County.

The Services provided by Conduent include enhanced citation payment options that enable violators to make citation penalty payments with credit cards through a website, by using an interactive voice-response telephone system. Conduent will not collect electronic payments or electronic payment data, but will only facilitate the electronic transaction by providing a portal to the County's electronic payment service provider, Fidelity Information Services (FIS).

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, the Amendment will allow the Department to operate

effectively and efficiently by providing the continued collection and processing of parking citations in the unincorporated areas of the County and thereby ensuring continued revenue to the Department.

FISCAL IMPACT/FINANCING

The County will not incur any Net County Cost during the term of this Contract. The fees paid to Conduent for its Services will be offset by monies generated from parking citation fines and penalties that Conduent will process for the Department, Internal Services Department (ISD), and Department of Beaches and Harbors (Beaches and Harbors). Parking citations generate approximately \$15 million per year in gross revenue. After the mandated distributions of approximately \$3 million in accordance with Assembly Bill 408 and the California Vehicle Code (CVC) (i.e., Collection Fees, Court Fees, Justice Fees, Special Fees, Handicapped Surcharge, and other surcharges) are made, the net proceeds of approximately \$12 million are further distributed as follows: \$25,000, ISD; \$700,000, Beaches and Harbors, and \$11.275 million to the Department to pay DMV fees and recover operating costs of the Parking Enforcement Detail Unit.

The current moratorium on enforcing certain parking violations in response to the COVID-19 pandemic will have an unforeseeable impact on revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 26, 2015, the Department released a Request for Proposals (RFP) and sent notification to four vendors via United States Mail and/or e-mail. On April 7, 2015, the solicitation closed. The Department received one proposal from Xerox State and Local Solutions (Xerox). A five-member evaluation team consisting of technical and subject matter experts from the Department and from the Internal Services Department (ISD) reviewed the proposal. The evaluation team determined that Xerox's proposal met all mandatory qualifications and fully satisfied the County's business requirements as identified in the RFP.

On July 14, 2015, the Board approved and authorized the Sheriff to execute Contract Number 55301 with Xerox to provide Services for a term of three years, with two additional one-year extension options, and one six-month extension option. The Contract was amended on July 16, 2018, to effect the Contractor's name change to Conduent. The Contract was amended on four additional occasions to exercise the option terms and add new County-mandated provisions.

Conduent is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The County's E-Commerce Readiness Group (ERG) has approved the interface with FIS for all electronic payment processing, per the FIS Agreement.

The Chief Information Officer (CIO) recommends approval of the Amendment. The CIO has further determined that a CIO Analysis is not required for the recommended action as it represents a continuation of the original Contract, and contains no new Information Technology matters requiring review.

The Amendment will be approved as to form by County Counsel prior to execution by the Sheriff, or his designee.

IMPACT ON CURRENT SERVICES (PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

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

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

WILLIAM KEHOE
CHIEF INFORMATION OFFICER

TKM:AM:am
(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
Cammy C. DuPont, Principal Deputy County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
LaJuana J. Haselrig, Division Chief, Court Services Division (CSD)
Daniel J. Dyer, Commander, CSD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
Christopher Nee, Captain, Civil Management Bureau (CMB)
Dave Culver, Assistant Director, FAB, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Irma Santana, Manager, Contracts Unit
Erica M. Saavedra, Deputy, ASD
Sheila Evans, Asst. Staff Analyst, H.S., Parking Enforcement Detail (PED)
Aloett Martin, Contract Analyst, Contracts Unit
(Contracts – Conduent Parking Citation Processing Services 12-01-20)

SOLE SOURCE CHECKLIST

Department Name: _____

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

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	9/2/2020
BOARD MEETING	N/A
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SUPERVISORIAL DISTRICT AFFECTED	All
DEPARTMENT	Sheriff's Department
SUBJECT	Advance notification of intent to enter into negotiations for a sole source amendment (Amendment) to extend Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) for parking citation processing services (Services).
PROGRAM	Parking Citation Processing System
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: This is a sole source Amendment to the existing Contract. This extension will prevent the disruption of Services while the Department completes its solicitation for a successor contract, which is scheduled to be released by the end of 2020.
DEADLINES/ TIME CONSTRAINTS	The current contract expires January 18, 2021.
COST & FUNDING	<div style="display: flex; justify-content: space-between;"> <div>Total cost: revenue generating</div> <div>Funding source: The Contract generates approximately \$12 million per year that are distributed as follows: \$25,000, ISD: \$700,000, Beaches and Harbors; and \$11.275 million to pay DMV fees and recover operating costs of the Parking Enforcement Detail Unit. However, due to the COVID-19 pandemic and current moratorium on enforcement of certain parking violations, there is an unforeseeable impact on revenue.</div> </div>
	TERMS (if applicable): One year plus an option for up to six months, in any increment, if needed.
	Explanation: The County will not incur any Net County Cost during the proposed extension and will continue to generate revenue.
PURPOSE OF REQUEST	This extension will prevent the disruption of Services while the Department completes its solicitation for a successor contract, which is scheduled to be released by the end of 2020. The subsequent Board letter for the Amendment will include a request to delegate authority to the Sheriff to terminate the Contract with a 30 day notice once the Sheriff's Department completes the solicitation process.
BACKGROUND (include internal/external issues that may exist)	The Sheriff's Department released a Request for Proposals for the Services on February 26, 2015. Conduent was the only proposer and met all the mandatory qualifications and business requirements. On July 14, 2015, the Board approved and delegated authority to the Sheriff to execute the Contract with Conduent. Conduent will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and its data sharing relationship with the Department of Motor Vehicles to obtain vehicle ownership information. No issues or concerns
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Irma Santana, 213-229-3264, isantan@lasd.org • Captain Christopher Nee, (213) 972-3901, cpnee@lasd.org

**QUESTIONNAIRE FOR SOLE SOURCE AMENDMENT TO CONTRACT NUMBER 55301
WITH CONDUENT STATE & LOCAL SOLUTIONS, INC.**

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions, which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES
TO THE FOLLOWING QUESTIONS:**

1. What is being requested?

An extension period of one year, plus a twelve-month option period, to Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) to allow the Department to complete its solicitation for a replacement contract without interruption of service for collection and processing of parking citations in the unincorporated areas of Los Angeles County. An additional period of six months was added to the original request noted in the advance notification Board letter to allow sufficient time for testing and implementation of successor system.

2. Why is the product needed – how will it be used?

Conduent will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and communicating with the Department of Motor Vehicles to obtain vehicle ownership data. Conduent will also be responsible for collecting all cash and check payments, and depositing those payments with the County.

3. Is the “brand” of product the only one that meets the user’s requirements? If yes, what is unique about the product?

No, the Department is in the development stage of a solicitation for a successor contract. The solicitation is projected to be released in 2021.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user’s requirements?

Not applicable.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional costs, e.g. training, conversion, etc?**

Not applicable

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

Conduent's product is the Electronic Ticket Information Management System (ETIMS), which is proprietary to Conduent. There are other vendors who offer different systems with similar functionality and will be able to respond to the Department's solicitation.

- 7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?**

There is no special rate, however the County pays Conduent solely for the number of tickets processed. The County does not pay Conduent for any other fees or costs.

- 8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?**

The equipment used under the Contract is owned by Conduent and pricing is included in the Contract.

DRAFT

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/2/2020	
BOARD MEETING	12/15/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Board letter and sole source Amendment (Amendment) to extend Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) for parking citation processing services (Services).	
PROGRAM	Parking Citation Processing System	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: This is a sole source Amendment to the existing Contract. This extension will prevent the disruption of Services while the Department completes its solicitation for a successor contract.	
DEADLINES/ TIME CONSTRAINTS	The current contract expires January 18, 2021.	
COST & FUNDING	Total cost: Revenue generating	Funding source: The Contract generates approximately \$12 million per year that are distributed as follows: \$25,000, ISD: \$700,000, Beaches and Harbors; and \$11.275 million to pay DMV fees and recover operating costs of the Parking Enforcement Detail Unit. TERMS (if applicable): One year plus an option for up to twelve months, in any increment, if needed. An additional period of six months was added to the original request noted in the advance notification Board letter to allow sufficient time for testing and implementation of successor system. Explanation: One year plus an option for up to twelve months, in any increment, if needed. An additional period of six months was added to the original request noted in the advance notification Board letter to allow sufficient time for testing and implementation of successor system.
PURPOSE OF REQUEST	This extension will prevent the disruption of Services while the Department completes its solicitation for a successor contract. The Board letter for the Amendment includes a request to delegate authority to the Sheriff to terminate the Contract with a 30 day notice once the Sheriff's Department completes the solicitation process.	
BACKGROUND (include internal/external issues that may exist)	The Sheriff's Department released a Request for Proposals for the Services on February 26, 2015. Conduent was the only proposer and met all the mandatory qualifications and business requirements. On July 14, 2015, the Board approved and delegated authority to the Sheriff to execute the Contract with Conduent. Conduent will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and its data sharing relationship with the Department of Motor Vehicles to obtain vehicle ownership information. No issues or concerns.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Irma Santana, 213-229-3264, isantan@lasd.org • Captain Christopher Nee, (213) 972-3901, cpnee@lasd.org	

**AMENDMENT NUMBER SIX
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

This Amendment Number Six (Amendment) to Contract Number 55301 (Contract) is entered into by and between County of Los Angeles (County) and Conduent State & Local Solutions, Inc. (Contractor), effective upon execution by all parties.

- A. WHEREAS, on July 19, 2015, County and Xerox State & Local Solutions, Inc. entered into the Contract for Parking Citation Processing Services; and
- B. WHEREAS, on January 29, 2016, Xerox Corporation, the parent company of Xerox State & Local Solutions, Inc., announced its plan to separate into two companies, Xerox Corporation and Conduent Inc.; and
- C. WHEREAS, following the separation, and effective January 1, 2017, Xerox Corporation commenced operating under the name Conduent, Inc.; and
- D. WHEREAS, on October 2, 2017, County and Contractor entered into Amendment Number One to (1) document the Xerox Corporation separation into two companies, whereby Xerox State & Local Solutions, Inc. became a wholly owned subsidiary of Conduent, Inc.; (2) document the Contractor's corporate name change from Xerox State & Local Solutions, Inc. to Conduent State & Local Solution, Inc.; and (3) update and add the County-mandated provisions and exhibits; and
- E. WHEREAS, on July 16, 2018, County and Contractor entered into Amendment Number Two to (1) exercise the first one-year option period and extend the Term of the Contract from July 19, 2018, through and including July 18, 2019; and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions and Consideration of Hiring GAIN-GROW Participants; and
- F. WHEREAS, on June 18, 2019, County and Contractor entered into Amendment Number Three to (1) exercise the second one-year option period and extend the Term of the Contract from July 19, 2019, through and including July 18, 2020; and (2) add the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- G. WHEREAS, on June 18, 2020, County and Contractor entered into Amendment Number Four to exercise the six-month option period and extend the Term of the Contract from July 19, 2020, through and including January 18, 2021; and
- H. WHEREAS, on June 9, 2020, the Board of Supervisors adopted a motion to pursue voluntary price reductions from County contractors for products and services

**AMENDMENT NUMBER SIX
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

rendered during the County's 2021 fiscal year, beginning July 1, 2020, through June 30, 2021, or for the designated period as negotiated by the parties. Additionally, the motion delegates authority to departments to execute contract amendments for cost reductions negotiated under this initiative; and

- I. WHEREAS, on October 14, 2020, County and Contractor entered into Amendment Number Five to (1) effectuate a 5% price reduction in the invoiced amount for Services rendered beginning July 1, 2020, through June 30, 2021, and (2) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and
- J. WHEREAS, the Contract currently expires on January 18, 2021; and
- K. WHEREAS, the County and Contractor agree to extend the Term of the Contract for one year from January 19, 2021, through and including January 18, 2022, with an option to extend for up to an additional period of twelve months, in any increment.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for one year, from January 19, 2021 through and including January 18, 2022, with an option to extend for up to an additional period of twelve months, in any increment:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on July 19, 2015, and shall continue until and through January 18, 2022, unless sooner extended or terminated as provided herein.
- 4.2 The County may, at its sole option, extend the term of this Contract for up to a period of twelve months in any increment for a maximum total Contract term not to exceed seven years and six months. Such extension option may be exercised at the sole discretion of the Sheriff, as authorized by the County's Board of Supervisors in accordance with Subparagraph 8.1 (Change Orders and Amendments) of this Contract.

**AMENDMENT NUMBER SIX
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

- 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 Contract term extension option.
 - 4.4 Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term of this Contract as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address herein provided in Exhibit E (County's Administration).
- 2. Except as expressly provided in this Amendment, all terms, covenants, and conditions of the Contract will remain the same and in full force and effect.
 - 3. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER SIX
TO CONTRACT NO. 55301 FOR
PARKING CITATION PROCESSING SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Six to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Amendment Number Six to be duly executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

CONDUENT STATE & LOCAL SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: Approval on File _____
Michele Jackson
Principal Deputy County Counsel

December 15, 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 AN ANNUAL EQUITABLE SHARING AGREEMENT
AND CERTIFICATION FOR FEDERALLY FORFEITED PROPERTY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

In order to comply with federal guidelines for the sharing of federally forfeited property, the Sheriff of Los Angeles County (County) must execute an annual Equitable Sharing Agreement and Certification (Agreement and Certification) as a prerequisite to the distribution of equitably shared funds and property. The Agreement and Certification must be signed by both the Sheriff and the Chair of the Board.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Chair of the Board to sign the attached Agreement and Certification for equitable sharing of federally forfeited property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Counties and certified task forces are required to annually submit an Agreement and Certification report as a prerequisite to receiving any asset forfeiture revenues equitably shared by the Federal Government.

Federally shared asset forfeiture revenues received as a result of the Los Angeles County Sheriff's Department's (Department) law enforcement actions are deposited in

the Department's Asset Forfeiture Fund. This fund supports a variety of law enforcement programs.

Implementation of Strategic Plan Goals

This request is consistent with the County's Strategic Plan Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by seeking and obtaining funding from sources other than the County to provide enhanced services to the citizens of the County.

FISCAL IMPACT/FINANCING

Anticipated asset forfeiture revenues are included in the Fiscal Year 2020-21 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Federal regulations require participants in the Federal Equitable Sharing Program to have the Chair of their governing body sign the attached Agreement and Certification.

County Counsel has reviewed and approved the Agreement and Certification as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will allow for the uninterrupted receipt of revenue anticipated in the adopted budget. No other County departments are impacted by this request.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two originally executed copies of the Agreement and Certification to the Department's Administrative Services Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:RFM:ka
(Fiscal Administration Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Acting Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo Castro-Silva, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
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Richard F. Martinez, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration
Karen Anderson, Assistant Director, Fiscal Administration
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy, ASD
(Fiscal Admin - Federal Annual Sharing Agreement and Certification 12-15-20)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: CA0190036
Agency Name: Los Angeles County Sheriff Department
Mailing Address: 211 W. Temple Street, 6th Floor
Los Angeles, CA 90012

Type: Sheriff's Office

Agency Finance Contact

Name: Li, Jian
Phone: 213-229-1823
Email: j2li@lasd.org

Jurisdiction Finance Contact

Name: Martinez, Richard F
Phone: (213) 229-3291
Email: rf2marti@lasd.org

ESAC Preparer

Name: Wang, Denise
Phone: (213) 229-1836
Email: Dwang@lasd.org

FY End Date: 06/30/2020

Agency FY 2021 Budget: \$3,208,556,000.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$4,778,794.16	\$1,648,811.93
2	Equitable Sharing Funds Received	\$2,404,381.97	\$53,215.77
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$122,734.39	\$8,851.67
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$7,305,910.52	\$1,710,879.37
7	Equitable Sharing Funds Spent (total of lines a - n)	\$921,442.63	\$73,321.87
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$6,384,467.89	\$1,637,557.50

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$525,409.88	\$57,433.07
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$396,032.75	\$15,888.80
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$921,442.63	\$73,321.87

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Civil Rights Cases

Name of the Case	Type of Discrimination Alleged			
Lyons, Jimmy Wayne v. Martinez, Deputy, et al	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input checked="" type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other: _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Linda Hurley, Partner

Company: Macias, Gini and O'Connell

Phone: 949-296-4340

Email: lhurley@mgocpa.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☒ NO ☐

Prior year Single Audit Number Assigned by Harvester Database: 835021

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. **Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. **Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☒ Yes☐ No

Agency Head

Name: Villanueva, Alex
Title: Sheriff
Email: AVillan@lasd.org

Signature: Date:

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations including ensuring permissibility of expenditures and following all required procurement policies and procedures

Governing Body Head

Name: Solis, Hilda
Title: Chair Board of Supervisors
Email: firstdistrict@bos.lacounty.gov

Signature: Date:


To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations

☒ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy

**ALTERNATE PUBLIC DEFENDER
ANTICIPATED BOARD LETTER
PUBLIC SAFETY FACT SHEET
NOVEMBER 25, 2020**

SUBJECT

- Approval of a proposed lease to provide the Alternate Public Defender (APD) with continued use of 3,200 rentable square feet of office space and up to 10 on-site parking spaces located at 221 East Walnut Street, Suite 240, Pasadena.

TARGETED BOARD AGENDA

- December 8, 2020

DESCRIPTION OF PROGRAM / ITEM

- APD has occupied the premises since 2002 and would like to continue housing its Legal Defense staff in the existing premises which services clients at the Pasadena Courthouse. APD is a direct service program with “units” providing high quality and caring legal representation to indigent persons charged with crimes that the Public Defender is unable to represent in court proceedings. APD confirmed that the subject premises is in a desirable location due to the concentration of clients in the surrounding area and proximity to the Pasadena courthouse. The subject office houses 10 full-time employees with on-site parking, which meets the required space needs of APD.

AMOUNT / COST

- The maximum first-year base rental cost is \$92,160 or \$28.80 annually per square foot, with annual CPI rental adjustments capped at 3 percent for Year 2 and Year 3 only. No rent adjustment for Year 4 and Year 5.
- The total amount for rent and parking costs over the initial five-year term is \$481,000.

FUNDING SOURCE

- Sufficient funding to cover the proposed rent, for the first year of the proposed lease term is included in the Fiscal Year (FY) 2020-2021 Rent Expense budget, and will be billed back to APD. APD has sufficient funding in its FY 2020-21 operating budget to cover the proposed rent for the first year. Beginning in FY 2021-22, ongoing funding for costs associated with the proposed lease will be part of the budget for APD. The rental cost will be 100 percent net County cost.

PURPOSE

- The proposed lease will continue to provide APD with adequate space for its ongoing operations. The proposed premises will accommodate 10 employees with on-site parking, which meets the space needs of the APD.

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 in holdover since October 14, 2018 without any holdover fee since that time.

SUCSESSES / ACCOMPLISHMENTS

- N/A

DISTRICT(S) IMPACTED

- Fifth

CONTACT PERSON

- Michael Navarro
- (213) 974-4364
- mnavarro@ceo.lacounty.gov



County of Los Angeles
CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT
Acting Chief Executive Officer

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

December 8, 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
ALTERNATE PUBLIC DEFENDER
221 EAST WALNUT STREET, PASADENA
(FIFTH DISTRICT)
(3 VOTES)**

SUBJECT

Approval of a proposed five-year lease to replace an existing lease to provide the Alternate Public Defender (APD) continued use of 3,200 square feet of office space and 10 on-site parking spaces for Legal Defense.

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 Acting Chief Executive Officer, or her designee, to execute the proposed lease with Park Center Limited Partnership, L.P. (Landlord), for approximately 3,200 square feet of office space and 10 on-site parking spaces located at 221 East Walnut Street, Suite 240, Pasadena, CA 91101, to be occupied by APD. The estimated maximum first-year base rental cost is \$92,160. The estimated total lease cost is \$481,000 over the five-year term. The rental cost will be 100 percent net County cost.

3. Authorize and direct the Acting Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the terms of the proposed lease, including, without limitation, exercising the right of first offer to lease additional space and early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed five-year lease will allow APD to continue housing its Legal Defense staff in the existing premises. The APD has occupied the subject office space since 2002. The prior lease term expired on October 14, 2018, and is currently on a month-to-month holdover without any additional cost.

This office supports a Legal Defense staff of ten employees servicing clients from the Pasadena Courthouse. Due to the lack of space at the Pasadena court, this office space provides a home office in between court proceedings and allows staff to meet with clients when needed. The APD is a direct service program with units providing high quality and caring legal representation to indigent persons charged with crimes that the Public Defender is unable to represent in court proceedings. As a result of its ideal location attributable to the concentration of clients and proximity to the Pasadena courthouse, the APD confirmed its long-term plan to continue its occupancy at the subject property.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow the APD to operate at the subject facility.

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 supports this goal by providing the APD with office space to house its Legal Defense staff which provides legal representation to constituents in the surrounding area.

The proposed lease is consistent with the Strategic Asset Management Plan Goal 2 – Strengthen Connection between Service Priorities and Asset Decisions and Key Objective 4 – Guide Strategic Decision-Making. The proposed lease will advance this goal and objective by responding to the community need for legal representation services for indigent persons.

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

FISCAL IMPACT/FINANCING

Sufficient funding to cover the proposed rent for the first year of the proposed lease term, is included in the Fiscal Year (FY) 2020-21 Rent Expense budget, and will be billed back to APD. APD has sufficient funding in its FY 2020-21 operating budget to cover the proposed rent for the first year. Beginning in FY 2021-22, ongoing funding for costs associated with the proposed lease will be part of the budget for APD. The rental cost will be 100 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Base rent includes parking and is subject to annual increases based on the Consumer Price Index (CPI), capped at three percent per annum for year two and year three. After the 36th month of the lease term, the base rent will be at the same base rent in the 36th month through the remainder of the lease term.
- The new base rental rate is \$28.80 per square foot annually compared to the existing rent of \$28.08 per square foot annually which is a 2.56 percent increase from the existing rent.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The Landlord will provide the County with ten non-exclusive on-site parking stalls, which are included in the rent at no additional cost throughout the lease term.
- The aggregate cost associated with the proposed lease over the entire term is \$481,000, as shown on Enclosure B.
- The County has the right to terminate the proposed lease any time after 36 months, with 90 days written notice to Landlord.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the lease expiration.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease.

- The County has a right of first offer to lease additional premises prior to the final year of the lease term.

The Chief Executive Office (CEO) conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically and in close proximity to the Pasadena Courthouse. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30.00 and \$39.00 per square foot, per year. The base annual rental rate of \$28.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We recommend the proposed facility as the most suitable to meet the County's space requirements.

CEO has communicated with co-working office space companies about office space for the applicable programs and they have informed the CEO that their co-working office space does not have available space for long term occupancy to accommodate the required space needs. In addition, co-working office space is not financially viable in comparison to rental costs of traditional long-term office space.

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

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the city of Pasadena has been sent in accordance with Government Code Section 25351. County Counsel has reviewed the proposed lease and approved it as to form.

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space for this County requirement. APD concurs with the proposed lease and recommendations.

The Honorable Board of Supervisors
December 8, 2020
Page 6

CONCLUSION

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

Respectfully submitted,

FESIA A. DAVENPORT
Acting Chief Executive Officer

FAD:JMN:DPH:DL
JLC:MN:EGC:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Alternate Public Defender

**ALTERNATE PUBLIC DEFENDER
221 EAST WALNUT STREET, PASADENA
Asset Management Principles Compliance Form¹**

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions?			X
	B	Does lease co-locate with other functions to better serve clients?			X
	C	Does this lease centralize business support functions?			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² No, the lease exceeds the guideline at 320 sq. ft. per person due to APD's ancillary space requirements.		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? There are 10 parking spaces for 10 employees.		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	X		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program? 100% NCC	X		
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ² The County currently occupies the space and build-to-suit and capital projects are cost-prohibitive for APD.		X	
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. <u>x</u> No suitable County occupied properties in project area.			
		3. <u>x</u> No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease?	X		
	F	Has growth projection been considered in space request?	X		
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

**COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE
221 EAST WALNUT STREET, PASADENA**

	Existing Lease: 221 E. Walnut St.	Proposed Lease: 221 E. Walnut St.	Change
Area (Square Feet)	3,200 sq. ft.	3,200 sq. ft.	None
Term (years)	5 years	5 years	None
Annual Base Rent ⁽¹⁾ (Base rent includes 10 parking spaces)	Base Rent \$89,856.00 (\$28.08 per sq. ft. annually)	Total \$92,160.00 (\$28.80 per sq. ft. annually)	+\$2,304.00 annually
County's TI Cost	None	None	None
Annual Parking Cost	None (Included in rent)	None (Included in Rent)	None
Janitorial/Utility/Maintenance Costs	None	None	None
Total Annual Lease Costs payable to Landlord	\$89,856.00	\$92,160.00	+\$2,304.00 annually
Low Voltage	None	None	None
Rental rate adjustment	Annual CPI adjustments capped at 4% with a 2% minimum	Annual CPI adjustments capped at 3% for Year 2 and Year 3 only with no minimum	Capped at 3% No minimum Only Year 2-3

- (1) The existing and proposed leases are both gross, with the landlord responsible for paying all costs associated with operational and building maintenance.

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

**Alternate Public Defender
221 East Walnut Street, Pasadena**

Leased Area (sq.ft.)	3,200	
Term (months)	60	
Annual Rent Adjustment - CPI capped at 3 percent (3%)	3.00%	
Base Rent	Cost Per RSF Per Month \$2.40	Cost Per RSF Per Year \$28.80

	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Year Rental Costs
Annual Base Rent Costs ¹□	92,160	94,925	97,773	97,773	97,773	481,000
Total Annual Lease Costs	92,160	94,925	97,773	97,773	97,773	481,000

¹ Annual base rent includes CPI increases capped at 3 percent. Base rent will no longer increase after the 3rd year.

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

ALTERNATE PUBLIC DEFENDER**SPACE SEARCH – FIVE MILE RADIUS
FROM 221 EAST WALNUT STREET, PASADENA**

Address	Ownership	Gross SQ FT	Vacant
5564 N Figueroa St. Los Angeles 90042	Leased	3800	None
215 N Marengo Ave Pasadena 91101	Leased	5784	None
3330 N Lincoln Ave Altadena 91001	Owned	4271	None
2986 E New York Dr Pasadena 91107	Owned	4130	None
2811 Woodlyn Rd Pasadena 91107	Owned	2816	None
221 E Walnut St. Pasadena 91101	Leased	3200	Subject Property
2986 E New York Dr Pasadena 91107	Owned	2880	None
1499 Huntington Dr South Pasadena 91030	Leased	4210	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Alternate Public Defender (APD) – 221 East Walnut Street, Pasadena – Fifth (5th) Supervisorial District.

A. Establish Service Function Category – Legal Defense for APD servicing clients from the Pasadena Courthouse.

B. Determination of the Service Area – Location is within short distance of the Pasadena Courthouse where the legal defense staff attend legal proceedings with their clients.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: APD requires to be in proximity to the Pasadena Courthouse.
- 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: Subject property is within walking distance to public transportation (Bus and Metro-line).
- 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 APD's needs of office space in proximity to the Pasadena Courthouse. Staff has been at this location since September 2002.
- Compatibility with local land use plans: The city of Pasadena has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The initial annual base rent is \$92,160 i.e., \$28.80 per square foot per month, including parking, over the first year of the lease. The rental cost will be 100 percent net County cost.

D. Analyze results and identify location alternatives

Based upon the space and service needs of APD, CEO surveyed the immediate area to determine the availability of comparable and more economical site alternatives

Based upon a review of available industry data, CEO has established that the average annual rental range for similar space is between \$30.00 and \$39.00 per square foot, per year. In comparison, the base rental rate of \$28.80 per square foot, per year for the proposed lease agreement represents a rate that is below of the market range for the area. Additionally, the APD will avoid the added expenses of moving to another facility. Therefore, a lease renewal at the existing location is the most viable option and is within budget.

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

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

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

PARK CENTER LIMITED PARTNERSHIP – Landlord

221 EAST WALNUT STREET

SUITE 240

PASADENA, CALIFORNIA

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EXHIBITS

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

ADDENDUM NO. 1 – Intentionally Deleted

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20__ between PARK CENTER LIMITED PARTNERSHIP, 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 Notices:	Park Center Limited Partnership ATTN: Mr. Larry Sue 221 East Walnut Street, Suite 245 Pasadena, CA 91101 Email: parkcenter@pacbell.net
(b) Tenant's Address for Notices:	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, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 3,200 rentable square feet, designated as Suite 240, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 221 E. Walnut Street, Pasadena, California, which is currently assessed by the County Assessor as APN

	5723-003-038 (collectively, the "Property");
(e) Term:	Five (5) years, commencing upon the first day of the first calendar month following Board of Supervisors Approval and full execution of the Lease by both parties, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the 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) Estimated Commencement Date:	November 10, 2020
(g) Irrevocable Offer Expiration Date: (see Section 33)	November 9, 2025
(h) Base Rent:	(\$2.40 per rentable square foot per month) \$7,680.00 per month \$92,160.00 per year
(i) Early Termination (see Section 4.4)	Ninety (90) days' notice on or after the 36 th month following the commencement of the Lease
(j) Rentable Square Feet in the Premises:	3,200 rentable square feet
(k) Initial Departmental Use:	Alternate Public Defender, subject to Section 6.
(l) Parking Spaces:	0 exclusive reserved spaces; and 10 unreserved spaces located in the adjacent parking lot servicing the Building
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	A report dated July 30, 2020 prepared by AAA Asbestos & Lead Inspections, Inc., a licensed California Asbestos contractor.
(o) Seismic Report	A report dated August 27, 2002 prepared by

	Department of Public Works.
(p) Disabled Access Survey	A report dated July 28, 2015 prepared by CEO Disability Civil Rights Unit.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	None
(b) Tenant's TI Contribution:	None
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	None
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	None
(e) Tenant's Work Letter Representative:	None
(f) Landlord's Work Letter Representative:	None
(g) Landlord's Address for Work Letter Notices:	N/A
(h) Tenant's Address for Work Letter Notices:	N/A
1.3 <u>Exhibits to Lease</u>	<p>Exhibit A - Floor Plan of Premises</p> <p>Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms</p> <p>Exhibit C - HVAC Standards</p> <p>Exhibit D - Cleaning and Maintenance Schedule</p> <p>Exhibit E - Subordination, Non-Disturbance and Attornment Agreement</p> <p>Exhibit F - Tenant Estoppel Certificate</p> <p>Exhibit G - Community Business Enterprises Form</p> <p>Exhibit H - Memorandum of Lease</p> <p>Exhibit I - Intentionally Deleted</p>
<p>1.4 <u>Addendum No. 1</u></p> <p>(Executed concurrently with this Lease and incorporated herein by this reference):</p>	Intentionally Deleted

2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of five (5) years, commencing upon the first day of the first calendar month following the approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending sixty (60) months thereafter. Within thirty (30) days of determining 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 Right

If the Commencement Date has not occurred within sixty (60) days after the Estimated Commencement Date, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than ninety (90) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. RENT

5.1 Base Rent

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

5.2 Base Rent Adjustments

(a) CPI. On the first and second anniversary of the Commencement Date, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences. No further Base Rent adjustments shall be made and the Base Rent in the thirty-sixth month of the Term of the Lease

shall be the Base Rent for the remainder of the Lease Term.

(b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Base Rent at the Commencement Date} = \text{Adjusted Base Rent}$$

(d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than three percent (3%) per year of the Base Rent payable in the month preceding the applicable adjustment.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

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 ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not

limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within 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.

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 days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - iv. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - iv. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - v. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - vi. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- (c) CASp Inspection:

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

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

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

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

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
- iv. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - iv. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - v. the Common Areas;
 - vi. exterior windows of the Building; and
 - vii. 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, or replacements of:
- iv. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - iv. interior partitions;
 - v. doors, door frames and hardware;
 - vi. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - vii. signage;
 - viii. emergency exit signage and battery replacement;
 - ix. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.5 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data

cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.
- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein.

11. SERVICES AND UTILITIES

11.1 Services

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

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto.

(b) Electricity

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

(d) Water

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

(e) Janitorial

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

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

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

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;

- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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

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

(d) to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

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

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may 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; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

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

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:

- iv. Name and address of new owner or other party to whom Base Rent should be paid
 - iv. Federal tax ID number for new owner
 - v. Name of contact person and contact information (including phone number) for new owner
 - vi. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title

to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within 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. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

: During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- iv. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- iv. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- v. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- vi. 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.
- vii. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

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

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

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on

and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The

Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

Each Occurrence:

\$ 1 million

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

20.4 Landlord Requirements

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

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

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

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

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

21. PARKING

21.1 Tenant's Rights

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

21.2 Remedies

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

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

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

24. INTENTIONALLY DELETED

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as 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.

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other document necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been

executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be

impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities

- . The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3)

Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

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

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

34.1 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 (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"). 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 ninety (90) business 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").

34.2 If Tenant delivers to Landlord the Expansion Commitment within such ninety (90) business 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.

34.3 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.

34.4 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 ninety (90) business 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.

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

LANDLORD:

PARK CENTER LIMITED PARTNERSHIP,
a California limited partnership

By: 
Name: LARRY SWE
Its: Managing General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Acting Chief Executive Officer

By: _____
Dean Lehman, P.E.
Senior Manager, Property Division

ATTEST:

DEAN C. LOGAN
Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel


By: 
Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

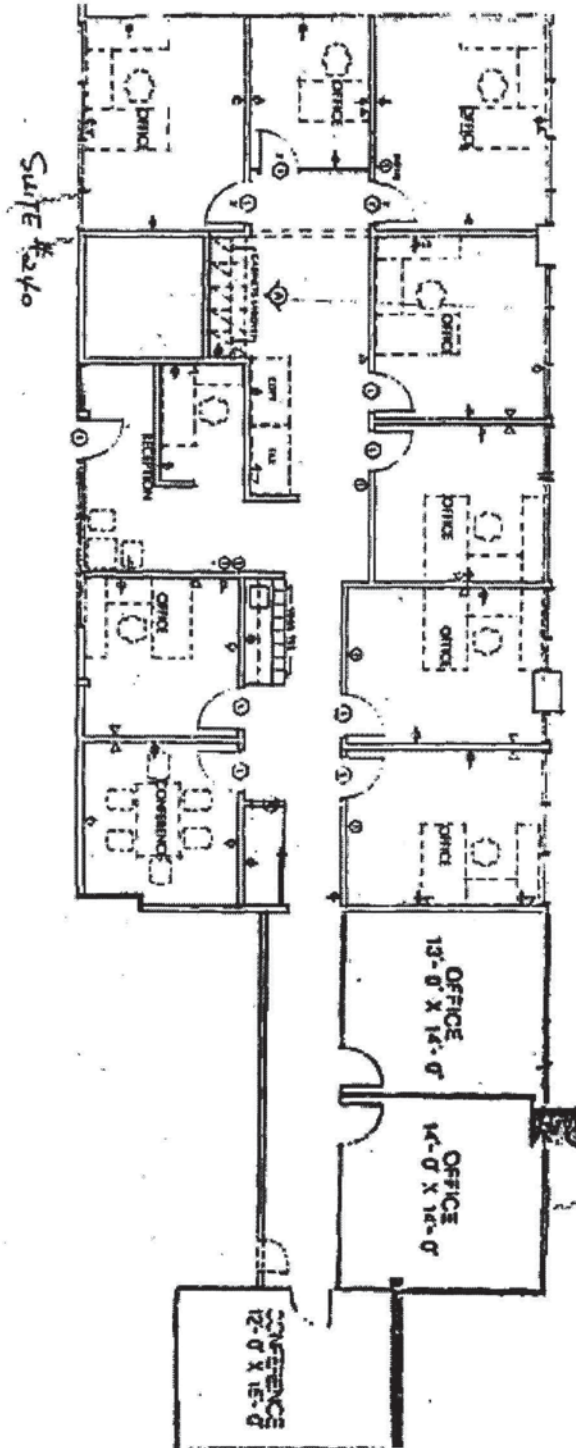


EXHIBIT B

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 _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 4) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 4) Tenant has accepted possession of the Premises and now occupies the same;
- 5) The Lease commenced on _____ ("Commencement Date");
- 6) The Premises contain _____ rentable square feet of space; and
- 7) Landlord has paid a commission in the amount of \$_____ to Tenant pursuant to Section 30.3 of the Lease.

[INCLUDE ONLY IF SECTION 5.2 PROVIDES FOR BASE RENT ADJUSTMENTS:]

[For clarification and the purpose of calculating future rental rate adjustments:

- 4) Base Rent per month is _____.
- 8) The Base Index month is _____.
- 9) The Base Index is _____.
- 10) The first New Index month is _____.]

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 20____.

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____

Name _____

Its _____

Landlord:

Park Center Limited Partnership
a California Limited Partnership

By: _____

Name LARRY SUE

Its Managing General Partner

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

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

C. MONTHLY

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

21. Carpet professionally spot cleaned as required to remove stains.
22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

30. 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.
31. 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.
32. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

33. 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.
34. 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.
35. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

36. 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:

- iv. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
- v. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
- vi. clean light traffic areas a minimum of once per year.

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

1. 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.

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

H. GENERAL

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

EXHIBIT E

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

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

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

)
)
)
)
)
)
)

Space above for Recorder's Use

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

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

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

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____

To Borrower: _____

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

 (b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name: _____			3. Contact Person/Telephone Number: _____			
2. Address: _____ _____ _____			4. Total number of employees in the firm: _____			
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O, P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each category.	All Empl yees	Women	Is your firm currently certified as a minority owned business firm by the:		
Black/African American			State of California?	Yes	No
Hispanic/Latin American			City of Los Angeles?	Yes	No
Asian American			Federal Government?	Yes	No
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION		
American Indian/Alaskan Native			We do not wish to provide the information required in this form.		
All Others			Firm Name: _____		
			Signature/Title: _____		
			Date: _____		

EXHIBIT H

MEMORANDUM OF LEASE

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

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

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

MEMORANDUM OF LEASE


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

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

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

Dated: _____, 20__.

LANDLORD:

Park Center Limited Partnership
By: 
Its: LARRY SWE
Managing General Partner
By: _____

Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Acting Chief Executive Officer

By: _____
Dean Lehman, P.E.
Senior Manager, Property Division

ATTEST:

DEAN C. LOGAN
Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA

COUNTY OF _____

)
) SS.
)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

INTENTIONALLY DELETED

**PROBATION DEPARTMENT
ANTICIPATED BOARD LETTER
FACT SHEET
December 2, 2020**

SUBJECT

- Eight-year lease for the Probation Department at 1200 Corporate Center Drive, Monterey Park.

TARGETED BOARD AGENDA

- January 5, 2021

DESCRIPTION OF PROGRAM / ITEM

- Probation is currently in 13,508 rentable square feet of leased office space at 3530 Wilshire Blvd., Los Angeles, (Metroplex facility) for its Pretrial Services Division (PTS), and has both administrative and direct service functions at this location. The division includes the Bail Deviation Program, PTS Training Academy, Research and Development Unit Own Recognizance program and Probation's Domestic Violence Unit.
- In addition to the office space at the Metroplex facility described, Probation occupies 11,273 square feet at the 200 Woodward Avenue facility and is requesting the approval of this 26,619 square foot lease to consolidate the programs. The Woodward facility is County-owned and will undergo needed seismic repairs.

AMOUNT / COST

- The maximum first year base rental cost is \$830,513 which includes 106 parking spaces. There is an additional TI allowance of up to \$2,795,000 and low-voltage not to exceed \$1,970,000. The aggregate cost over the eight-year term will be up to \$12,151,000.

FUNDING SOURCE

- The costs will be funded 50 percent from State AB-109 block grant funding and 50 percent net County cost.

PURPOSE

- Approval of the recommended action will authorize and adequately provide the necessary office space for Probation to combine two separate locales with multiple programs under one roof in a centralized location convenient to other County facilities and transportation routes.

CONTRACTING PROCESS (if applicable)

- N/A

CHANGES FROM PREVIOUS YEAR

- N/A

CHANGES TO DEPLOYMENT / STAFFING PLAN

- N/A

ISSUES / CONCERNS

- N/A

SUCSESSES / ACCOMPLISHMENTS

- N/A

DISTRICT(S) IMPACTED

- First

CONTACT PERSON

- Mike Navarro
- (213) 974-4364
- mnavarro@ceo.lacounty.gov



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

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

FESIA A. DAVENPORT
Acting Chief Executive Officer

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

January 5, 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:

**EIGHT-YEAR LEASE
PROBATION DEPARTMENT
1200 CORPORATE CENTER DRIVE, MONTEREY PARK
(FIRST DISTRICT)
(3 VOTES)**

SUBJECT

Approval of a proposed new eight-year lease for 26,619 rentable square feet of office space and 106 on-site parking spaces for the Probation Department (Probation).

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 Acting Chief Executive Officer, or her designee, to execute the proposed lease with Omninet LACC TUCSON, LLC, Omninet LACC VALENCIA, LLC, and Omninet LACC, LLC (Landlord), for approximately 26,619 rentable square feet of office space, and 106 on-site parking spaces at 1200 Corporate Center Drive, Suite 100, Monterey Park, CA 91754, to be occupied by Probation. The estimated maximum first year base rental cost is \$830,513. The estimated total lease cost is \$12,151,000 over the eight-year term, including low voltage cost that will be paid by Probation directly to Internal Services Department (ISD). The costs will be funded 50 percent from State Assembly Bill (AB)109 block grant funding, and 50 percent from net County cost.

3. Authorize the Acting Chief Executive Officer, or her designee, to reimburse the Landlord up to \$2,795,000 for County's Tenant Improvement (TI) contribution, payable in a lump sum.
4. Authorize the Director of Probation to contract with and direct the ISD), in coordination with the Acting Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems (Low Voltage Items) at a total cost not to exceed \$1,970,000 to be paid in a lump sum. The cost for the Low Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Acting Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease and to take actions necessary and appropriate to implement the terms of the proposed lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease at 1200 Corporate Center Drive in Monterey Park, is intended to house multiple components of Probation to provide necessary office space for various Probation units. Probation is currently on a short-term lease renewal in 13,508 square feet at 3530 Wilshire Boulevard, Los Angeles (aka Metroplex), while awaiting new office space for its Pretrial Services Division (PTS), and other administrative and direct service functions at this location. The division includes the Bail Deviation Program, PTS Training Academy, Research and Development Unit Own Recognizance program, and Probation's Domestic Violence Unit. Probation has been at the Metroplex facility since 1999 and will terminate the existing short-term lease upon completion of the TIs and move to the new location.

In addition to the above program, Probation will move its administrative function from an existing facility at 200 Woodward Avenue in Alhambra, currently planned for major structural renovations, which processes the AB-109 pre-release packets, as well as acts as a communications center. This unit is the centralized intake processing center for all Post-Release Community (PRC) supervision cases, which acts as the first point of contact for the prison system of the California Department of Corrections and Rehabilitation program, parole, local law enforcement and California statewide law enforcement agencies, County department partners, and criminal justice collaborators.

The proposed lease will provide Probation with sufficient office space to house approximately 133 employees for these existing operations and will adequately meet the space needs of the Department. The proposed site is accessible to public transportation routes.

Approval of the recommended action will find that the proposed lease is exempt from CEQA and will allow Probation to operate at the subject facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 - Make Investments That Transform Lives - provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time. The proposed lease supports this goal with a facility that provides proper accommodations for office space in a conveniently located facility with adequate space for employees, collaborators, and clients.

The proposed lease is consistent with the Strategic Asset Management Plan Goal 2 – Strengthen Connection between Service Priorities and Asset Decisions and Key Objective 4 – Guide Strategic Decision-Making. The proposed lease will advance the Board directive to Probation to improve the delivery of services within the County.

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

FISCAL IMPACT/FINANCING

Sufficient funding for the proposed lease costs, including rent and County TI reimbursement costs for the first year of the proposed lease term, is included in the Fiscal Year (FY) 2020-21 Rent Expense Budget, and will be billed back to Probation. Probation has sufficient funding in its FY 2020-21 operating budget to cover the proposed rent, County TI costs, and Low Voltage Items for the first year. Beginning with FY 2021-22, ongoing funding for costs associated with the proposed lease will be part of the budget for Probation. The costs will be funded 50 percent from State AB-109 block grant funding, and 50 percent from net County cost. The cost for Low Voltage Items will be paid by Probation directly to ISD, and are not part of the proposed lease.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Base rent includes parking and is subject to annual 3 percent fixed increases.
- Total TI costs are expected to be \$3,593,570. The Landlord will provide \$798,570 (\$30 per square foot) base TI allowance.
- The County will reimburse the Landlord up to \$2,795,000 (\$105 per square foot) as the County's lump sum TI contribution.

- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs, other than the heating, ventilation, and air conditioning (HVAC) for its computer servers and related equipment and after-hours HVAC.
- 106 on-site parking spaces are included in the lease.
- The aggregate cost associated with the proposed lease over the entire term, is approximately \$12,151,000, as shown on Enclosure B.
- The County does not have the right to terminate the proposed lease early.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the lease expiration.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of the TIs by the Landlord and acceptance of the premises by the County.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website, and the CEO-Real Estate County website. This recommended facility was identified through this process. The CEO also conducted a market search of available office space for lease but 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, it has established that the annual rental range for a comparable lease in the area is between \$27.60 and \$33.00 dollars per square foot, per year. The base annual rental rate of \$31.20 per square foot, per year for the proposed lease represents a rate that is within market range for the area. We recommend the proposed facility as the most suitable to meet the County's space requirements.

CEO has communicated with co-working office space companies regarding office space for the applicable programs and they have informed the CEO that their co-working office space does not have available space for long term occupancy to accommodate the required space needs. In addition, co-working office space is not financially viable in comparison to rental costs of traditional long-term office space.

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

The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act.

The required notification letter to the city of Monterey Park has been sent in accordance with Government Code Section 25351. County Counsel has reviewed the enclosed lease and has approved it as to form.

The proposed lease will provide a suitable office location for Probation's programs, which is consistent with the County's Facility Location Policy, as adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking spaces, for this County requirement. Probation concurs with the proposed lease and recommendations.

The Honorable Board of Supervisors

January 5, 2020

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CONCLUSION

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

Respectfully submitted,

FESIA A. DAVENPORT

Acting Chief Executive Officer

FAD:JMN:DPH:DL

JLC:MN:NH:gw

Enclosures

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

PROBATION DEPARTMENT
1200 CORPORATE CENTER DRIVE, MONTEREY PARK
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions?	X		
	B	Does lease co-locate with other functions to better serve clients?	X		
	C	Does this lease centralize business support functions?	X		
	D	Does this lease meet the guideline of 200 sq. ft of space per person?	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		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program? ² Rental costs will be funded from approximately 50 percent State AB-109 block grant funding and 50 percent net County cost.		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ² One component is relocating from Alhambra facility to undergo structural renovations.		X	
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located with other County departments?			X
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. <u>X</u> 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? ¹	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

OVERVIEW OF PROPOSED LEASE COSTS

1200 Corporate Center Drive Monterey Park	Proposed Lease
Area (Square Feet)	26,619
Term	8 years
First Year Annual Base Rent ⁽¹⁾	\$830,513 (\$31.20 per sq. ft. annually)
Base TI Allowance (non-reimbursable)	\$798,570 (\$30 per sq. ft.)
County TI contribution ⁽²⁾	\$2,795,000 (\$105 per sq. ft.)
First Year Lease Costs ⁽³⁾	\$3,625,508
Rental Adjustment	3 percent fixed annually
Parking (included in Rent)	106 parking spaces

- (1) The proposed lease is full-service gross, with the landlord responsible for paying all costs associated with building maintenance, operations and utilities.
- (2) The proposed lease requires that the County repay all additional reimbursable TIs via lump sum.
- (3) The first year costs include base rent of \$830,513, and TI reimbursement of \$2,795,00 (rounded up). Low Voltage not-to-exceed \$1,970,000 will be paid by Probation directly to the ISD. The TI reimbursement and Low Voltage are payable in a lump sum the first year.

OVERVIEW OF THE PROPOSED BUDGETED LEASE AND RELATED COSTS

1200 Corporate Center Drive, Monterey Park Probation Department

Leased Area (sq.ft.)	26,619		
Term (months)	96		
Annual Rent Adjustment	3%		
Base Rent	Cost Per RSF Per Month \$2.60	Cost Per RSF Per Year \$31.20	
Tenant Improvement	Lump Sum \$2,794,995		
Low Voltage (Labor Cost + TESMA Cost)	Labor Cost Lump Sum Payment \$174,017	TESMA (Lump Sum Cost) \$1,795,200	TESMA (Amortized Cost) \$0

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	Total 8 Year Rental Costs
Annual Base Rent Costs ¹	830,513	855,429	881,092	907,524	934,750	962,792	991,676	1,021,426	7,386,000
Tenant Improvement Costs ²	2,794,995					0			2,795,000
Low Voltage Costs ³	1,969,217		0						1,970,000
Total Annual Rental Costs	5,594,725	855,429	881,092	907,524	934,750	962,792	991,676	1,021,426	12,151,000

¹ Annual base rent includes fixed 3 percent annual increases.

² The tenant improvement cost of \$2,794,995 will be paid via a lump sum payment to Landlord.

³ The ISD labor costs (\$174,017) and the TESMA labor and materials costs (\$1,795,200) will be paid via a lump sum payment. The total lump sum payment is \$1,969,217.

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

**PROBATION DEPARTMENT
SPACE SEARCH – THREE-MILE RADIUS
1200 CORPORATE CENTER DRIVE, MONTEREY PARK**

LACO	Name	Address	Ownership Type	Gross SqFt	Vacant
4526	Biscailuz - Administration Building	1060 N Eastern Ave. Los Angeles 90063	Owned	16,571	None
4799	PW Central Yard - Division Administration	1525 Alcazar St. Los Angeles 90033	Owned	10,438	None
Y013	DPSS - Civic Center District/Grow Center Office	813 E 4th Pl. Los Angeles 90013	Owned	39,956	None
6578	DPSS - Metro East AP District Office	2855 E Olympic Blvd. Los Angeles 90023	Owned	63,066	None
5428	DPSS - Belvedere AP District Office	5445 E Whittier Blvd. East Los Angeles 90022	Owned	70,493	None
5412	PH - Environmental Health Program	4801 E 3rd St. East Los Angeles 90022	Owned	14,848	None
4364	Probation - East Los Angeles Area Office	144 S Fetterly Ave. 4849 E Civic Center Way Los Angeles 90022	Owned	15,584	None
5260	Coroner - Administration/ Investigations Build	1102 N Mission Rd. Los Angeles 90033	Owned	22,479	None
X327	PRE-RELEASE CENTER AB109	200 W Woodward Ave. Alhambra 91801	Owned	11,273	None
4231	Biscailuz - Training/Intelligence Facility	1060 N Eastern Ave. Los Angeles 90063s	Owned	1,660	None
5863	ISD - Administrative Headquarters	1100 N Eastern Ave, Los Angeles 90063	Owned	80,309	None
5870	ISD - Eastern Ave Complex Telecom Branch Building	1110 N Eastern Ave. Los Angeles 90063	Owned	37,742	None
4946	Med Center - Interns & Residents Building	2020 Zonal Ave. Los Angeles 90033	Owned	142,448	None
0837	Med Center - Personnel Office Building	1200 N State St. Los Angeles 90033	Owned	2,980	None
0838	Med Center - Quality Assurance Utilization	1200 N State St. Los Angeles 90033	Owned	2,980	None
0808	Coroner - Public Services/Skeleton Store	1104 N Mission Rd. Los Angeles 90033	Owned	18,651	None
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Drive City Of Commerce 90022	Owned	268,400	None
3542	Fire - Administrative Headquarters Building	1320 N Eastern Ave. Los Angeles 90063	Owned	39,015	None
C269	DPSS - Lincoln Heights WS District Office	4077 N Mission Rd Los Angeles 90032	Owned	26,000	None
T039	Sheriff - Eastern Complex Fleet Services Office	1104 N Eastern Ave. Los Angeles 90063	Owned	1,548	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease renewal: Eight-year lease agreement for the Probation Department – 1200 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 provide an eight-year lease consolidation for two existing programs of the Probation Department within Service Planning Area 3.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continuing need for existing operation in the greater SPA 3 region for AB-109 program relocating from 200 Woodward Ave., Alhambra, facility which is in need of capital upgrades and the Pre-Trial Services and related divisions moving from 3530 Wilshire Blvd., Los Angeles, currently on a one-year lease extension subject to termination.
- Need for proximity to existing County facilities: Close to several other County departments including Sheriff, Fire, and Internal Services.
- Need for proximity to Los Angeles Civic Center: The site provides a central location near 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 services including the city of Monterey Park Spirit Bus Line with a connection to the Metrolink station at California State University, Los Angeles, and the Interstate 710 and 10 freeways.
- 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 proposed 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 initial annual maximum cost associated with the proposed lease is \$5,594,725, which is comprised of base rent of \$830,513, including parking, Low Voltage Items up to \$1,969,217 and up to \$2,794,995 in additional TI costs.

The rental costs will be funded 50 percent from State AB-109 block grant funding and 50 percent from net County cost.

D. Analyze results and identify location alternatives

Based upon the space and service needs of Probation, staff surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

Based upon a review of available industry data, CEO has established that the annual average rental rate for similar space is between \$27.60 and \$33.00 per square foot, per year. Therefore, the base annual rent of \$31.20 per square foot, per year including parking, for the proposed lease, represents a rate within the 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 proposed facility provides proper accommodations for these Probation administrative functions within the indicated service area. The proposed lease is in conformance with the Asset Management Principles as outlined in Enclosure A. The consolidation of service for Probation will provide an appropriate location, which is consistent with the County's Facility Location Policy, adopted by the on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

**OMNINET LACC TUCSON, LLC, a Delaware limited liability company,
OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and
OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common –
Landlord**

**1200 CORPORATE CENTER DRIVE
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, Nondisturbance 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 _____ 2020 between OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

<p>a. Landlord's Address for Notice:</p>	<p>Omninet LACC, LLC, 9420 Wilshire Boulevard Suite 400 Beverly Hills, California 90212 Attention: Michael Danielpour</p> <p>With a copy to:</p> <p>Omninet Property Management, Inc. 9420 Wilshire Boulevard Suite 400 Beverly Hills, California 90212 Attention: Operations</p> <p>All Rent payments shall be delivered to:</p> <p>OMNINET LACC, LLC P.O. Box 515139 Los Angeles, California 90051-5139</p> <p>If by ACH or wire transfer to:</p> <p>Omninet LACC, LLC Union Bank ABA: 122000496 Acct.#: 0093914521 Acct. Name: Omninet LACC, LLC - Depository Account</p>
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b. Tenant's Address for Notice:	<p>Chief Executive Office Real Estate Division 320 W. Temple Street, 7th Floor Los Angeles, California 90012 Attention: Director of Real Estate Email: LeaseAcquisitions@ceo.lacounty.gov</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division</p>
c. Premises:	Approximately 26,619 rentable/gross square feet in the Building (defined below), commonly know as Suite 100, as shown on <u>Exhibit A</u> attached hereto.
d. Building:	The Building located at 1200 Corporate Center Drive, Monterey Park, California, which is currently assessed by the County Assessor as APN 5237-024-065,066, 067 and 5237-024-068 (collectively, the "Property");
e. Term:	Eight (8)-years, commencing thirty (30) days after the date of Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the eighth (8th) 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:	December 1, 2020
g. Irrevocable Offer Expiration Date: (see Section 33)	October 1, 2020

h. (Initial) Base Rent:	\$69,209.40 ₂ per month, which is based upon a rental rate of \$2.60 per rentable square foot, per month (adjustable only as provided in Sections 2.2 and 5.1 hereof)
i. Early Termination (see Section 4.4)	Not applicable
j. Rentable/gross Square Feet in the Premises:	26,619 rentable square feet
k. Initial Departmental Use:	Administrative Offices for the Probation Department, subject to Section 6.
l. Parking Spaces:	One hundred six (106) unreserved parking spaces, free of charge, to be used by Tenant upon the terms and conditions below.
m. Normal Working Hours:	8 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays, excepting Holidays.
n. Holidays:	New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles.
o. Asbestos Report:	A report dated May 31, 2019 prepared by Hart Laboratory, Inc., a licensed California Asbestos contractor (provided by Landlord).
p. Seismic Report	A report dated October 15, 2018 prepared by the Department of Public Works.
q. Disabled Access Survey	A report dated January 8, 2019 prepared by the Department of Public Works.

1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	\$798,570.00 (\$30 per RSF)
b. Tenant's TI Contribution:	\$2,794,995 (\$105 per RSF)
c. Change Request Contingency	Not Applicable

d. Tenant Improvement Amortization Rate and Change Request Amortization Rate:	Not Applicable
e. Estimated Monthly Payments Attributable to Tenant Improvement Costs in Excess of Tenant Improvement Allowance	Not Applicable.
f. Tenant's Work Letter Representative:	Vedad Hasanovic or an assigned staff person of the Chief Executive Office-Real Estate Division
g. Landlord's Work Letter Representative:	William Molina, or an assigned staff person of Landlord
h. Landlord's Address for Work Letter Notice:	<p>Omninet LACC, LLC, 9420 Wilshire Boulevard Suite 400 Beverly Hills, California 90212 Attention: Michael Danielpour</p> <p>With a copy to:</p> <p>Omninet LACC, LLC, 9420 Wilshire Boulevard Suite 400 Beverly Hills, California 90212 Attention: Commercial Construction</p>
i. Tenant's Address for Work Letter Notice:	<p>Chief Executive Office Real Estate Division 320 W. Temple Street, 7th Floor Los Angeles, California 90012 Attention: Director of Real Estate Email: LeaseAcquisitions@ceo.lacounty.gov</p>

<p>1.2 <u>Exhibits to Lease</u></p>	<p>Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms - Form of Payment Voucher - 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>
<p>1.3 <u>Landlord's Work Letter</u></p> <p>(Executed concurrently with this Lease and incorporated herein by this reference):</p>	<p>Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Statement</p>

2. 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 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 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 upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The Commencement Date shall begin thirty (30) days after the date of Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises. The term "Substantial Completion" as used in this Lease shall mean compliance with all of the following:

- a. The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- b. Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- c. Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- d. Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and

- e. If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

4.2 Termination Right

If the Commencement Date has not occurred within one hundred eighty (180) days following the date of Landlord's receipt of the final governmental building permits granting Landlord the right to perform such work, subject to extension for Tenant Delay(s) and/or Force Majeure Delays and/or Change Authorizations, as provided in Landlord's Work Letter executed concurrently herewith, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of at least sixty (60) days prior written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Commencement Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Early Termination

Not Applicable.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1 and below during the Term hereof within 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 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 20.2. 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 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.

The Base Rent is subject to three (3) percent annual increases as follows:

Months	Rate	Monthly Rent
1 - 12	\$2.60	\$69,209.40

13 - 24	\$2.68	\$71,338.92
25 - 36	\$2.76	\$73,468.44
37 - 48	\$2.84	\$75,597.96
49 - 60	\$2.93	\$77,993.67
61 - 72	\$3.01	\$80,123.19
73 - 84	\$3.10	\$82,518.90
85 - 96	\$3.20	\$85,180.80

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 administrative office for governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building reasonably approved by Landlord, 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 90 days written notice from Landlord or 30 days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. **COMPLIANCE WITH LAW**

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

9. **DAMAGE OR DESTRUCTION**

9.1 **Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or materially 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 210 days, then Landlord shall promptly, at Landlord's expense, repair such damage, to the extent of insurance proceeds received 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 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 210 days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

- a. Declare a default hereunder; or

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

10. **REPAIRS AND MAINTENANCE**

10.1 **Landlord Representations**

- a. Landlord represents to Tenant that, as of the date hereof, to Landlord's actual knowledge:

Subject to the disclosures made to the contrary in the Asbestos Report and the other property condition reports provided by Landlord to Tenant prior to the mutual execution of this Lease, 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); and

- iv. Landlord has not received any notice from any governmental agency (other than the Tenant department set forth in Section 1(k) above) that the Building or the Premises are in violation of any law or regulation.

If, as of the Commencement Date, Landlord is ordered, in writing, by an applicable governmental agency (other than the Tenant department set forth in Section 1(k) above) to correct a violation of any of the foregoing representations in this Section 10.1(a), then, as Tenant's sole remedy, so long as such violation was not caused by Tenant, its contractors, agents or employees, Landlord shall, at Landlord's cost, perform the work determined by such governmental agency to be required to correct such violation.

- b. Based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

- c. **CASp Inspection:**

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:

[Check the appropriate box]

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

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

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

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

10.2 Landlord Obligations

- a. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed);
- ii. interior partitions;
- iii. interior doors;
- iv. the interior side of demising walls (which shall be repainted as needed);
- v. signage;
- vi. emergency exit signage and battery replacement.

c. Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.5 hereof, Tenant shall be responsible, for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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 seven (7) 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. If not reimbursed by Landlord within ten 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, which building services and/or alterations shall not exceed \$5,000, in which case Tenant shall promptly reimburse Landlord for such cost, not to exceed \$5,000 within thirty (30) days after completion and Tenant's receipt of an invoice. Tenant shall be responsible for performing all work costing in excess of \$5,000, at Tenant's sole cost and expense. Any improvements by Landlord shall be subject to the Work Letter provisions regarding selection and bidding of contractors, and 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 [<https://doingbusiness.lacounty.gov/policies/>], 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. However, Tenant shall furnish HVAC at all times (i.e., 24 hours per day, 7 days per week, 365 days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

Landlord shall provide, upon Tenant's request, after-hours HVAC under terms and conditions established by Landlord, including Tenant's payment of Landlord's standard charge therefore. The current after-hours charge for HVAC is \$75.00 per hour with twenty-four (24) hour prior notice.

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 watts of electric current (connected load) per square foot of

Rentable/gross 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 janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

f. Day Porter Service

Landlord, at its sole cost and expense, shall provide day porter service to Premises during normal working hours as shown on Section 1.1(m):

g. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

h. Pest Control

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

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, 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 prorated or measured by separate meters.

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 for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Premises, Base Rent shall be prorated based upon the percentage of the Premises rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

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 30 days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said 30-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten (10) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may, after delivering written notice to Landlord, cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and

adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

15.4 Limitation on Liability

Notwithstanding anything to the contrary set forth in this Lease, Landlord, its managers, members, shareholders, partners, limited partners, general partners, officers, directors, contractors, agents and employees ("Landlord Parties"), shall not be liable for any injury to Tenant's business or any consequential, punitive, special or exemplary damages, however occurring. Without limiting the foregoing, Landlord and the Landlord Parties shall not be liable for any claims, losses, liabilities or damages ("Losses") to the personal property of Tenant or its employees, invitees, customers, agents, or contractors from any cause. Landlord and the Landlord Parties shall not be liable to Tenant for any Losses caused by any other tenant of the Property.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may 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; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Property, 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 Property (e.g., a recorded deed), or a letter from the transferor confirming that the Property 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
- 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; and
- d. does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

If Landlord fails to respond in writing within 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 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 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that 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 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 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 Tenant harmless from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees costs and expenses (including attorney and expert witness fees), arising from or connection with Landlord's repair, maintenance and other acts and omissions arising or resulting from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

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

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and the Landlord each agrees 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

Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 20 of 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), shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

Renewal Certificates shall be provided to Tenant prior to Landlord's policy expiration dates.

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.

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, and notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage. 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 insurance status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. The full policy 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 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 less than the Required Insurance, term of coverage or policy period. The written notice shall be provided to the Tenant in advance of cancellation for non-payment of premium for any other cancellation or policy change of the Required Insurance below the minimum amounts set forth above.

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, which approval shall not be unreasonably withheld.

f. Landlord's Insurance Shall Be Primary. Landlord's insurance policies shall be primary with respect to all other sources of coverage available to Tenant. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

g. Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

i. Per Occurrence Coverage.

Required Insurance shall be maintained by Landlord and Tenant on a per occurrence basis. Landlord understands and agrees it shall maintain such coverage until the date of Landlord's sale of the Building.

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.

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 and Landlord's additional insured status will be provided to Landlord promptly after execution of this Lease at Landlord's request.

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

a. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, 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

Landlord shall be permitted to maintain such insurance pursuant to an umbrella or excess policy of insurance.

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

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1, without charge, for the Term of this Lease. 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 from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all other parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

21.2 Remedies

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

- a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective 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.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

- 22.2 Landlord Indemnity. Landlord shall indemnify, protect, defend and hold harmless Tenant from and against any and all claims, judgments, causes of action,

damage, penalties, fines, liabilities, losses and reasonable expenses arising at any time during the Term as a result (of the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas caused by Landlord or Landlord's other violation of laws relating to Hazardous Materials. 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 in violation of applicable laws. 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.

- 22.3 Tenant agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against all liability, expenses (including defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Materials on the Premises caused by Tenant or Tenant's contactors, employees and agents.

The indemnity provided each party by this provision shall survive the termination of this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of **Exhibit G** attached hereto (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

Prior to the Commencement Date, 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 Property included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

Landlord shall include Tenant's name and suite number within the Building's lobby directory at the Landlord's sole cost and expense. Landlord shall further provide the initial standard Tenant signage at the entry to the Premises at the Landlord's sole cost and expense. Any changes to such initial signage shall be at Tenant's expense. Tenant shall be permitted to install within the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord represents and warrants to Tenant that it has only engaged Kidder Mathews of California, Inc. ("Broker") as broker with respect to this Lease, who is acting as agent on behalf of Landlord only, and Landlord and Tenant represent and warrant that there is no other broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and each party 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 other 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 Broker and that Tenant shall have no responsibility unless written provision to the contrary has been made a part of this Lease. Tenant shall receive from Landlord or Landlord's broker, within thirty (30) days after the commencement of this Lease, an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease, as set forth in a separate written agreement between Landlord and Landlord's broker, a copy of which has been delivered by Landlord to Tenant prior to the execution of this Lease.

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, or (iv) electronic mail, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 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 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 and approved by Landlord's lender, 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 Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive 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 with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the lease or that the landlord's failure to provide such consideration may negatively affect the County's

consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease for the purpose of securing favorable treatment with respect to the award of the lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Landlord's submission 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, other than an assignment of this Lease in connection with the sale of the Building or Property, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall, at Tenant's option, 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 Property with CMBS (collateralized mortgage backed securities) financing or other traditional real estate financing— and the right to sell the Property at any time.
- 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 \$100,000 or up to 2% of all then-remaining rental payments payable by

the County through the expiration date of the 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 other than purchasers, lenders, and prospective purchasers and lenders, and all of their legal representatives or brokers on a need to know basis, 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.
- h. Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right, at any time and from time to time, without notice to Tenant, to refinance the Building or transfer Landlord's right, title and interest in and to the Building without Tenant's consent.

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. FORCE MAJEURE

Except for the payment of monetary amounts, if either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war, delay in the issuance of building permits or other required approvals by governmental authorities or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused and extended for the period of the delay.

[Signatures on the following page.]

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

LANDLORD:

OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common

By: OMNINET LACC, LLC,
A Delaware limited liability company
Its: Designated Representative

By: **Omninet Investment LACC, LLC,**
A California limited liability company
Its: Sole Member

By: 
Michael Danelpour
Manager

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Acting Chief Executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Recorder/County Clerk
Of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: 
Deputy



- 1947 - 1948 - 1949 - 1950 - 1951 - 1952 - 1953 - 1954 - 1955 - 1956 - 1957 - 1958 - 1959 - 1960 - 1961 - 1962 - 1963 - 1964 - 1965 - 1966 - 1967 - 1968 - 1969 - 1970 - 1971 - 1972 - 1973 - 1974 - 1975 - 1976 - 1977 - 1978 - 1979 - 1980 - 1981 - 1982 - 1983 - 1984 - 1985 - 1986 - 1987 - 1988 - 1989 - 1990 - 1991 - 1992 - 1993 - 1994 - 1995 - 1996 - 1997 - 1998 - 1999 - 2000 - 2001 - 2002 - 2003 - 2004 - 2005 - 2006 - 2007 - 2008 - 2009 - 2010 - 2011 - 2012 - 2013 - 2014 - 2015 - 2016 - 2017 - 2018 - 2019 - 2020 - 2021 - 2022 - 2023 - 2024 - 2025 - 2026 - 2027 - 2028 - 2029 - 2030 - 2031 - 2032 - 2033 - 2034 - 2035 - 2036 - 2037 - 2038 - 2039 - 2040 - 2041 - 2042 - 2043 - 2044 - 2045 - 2046 - 2047 - 2048 - 2049 - 2050 - 2051 - 2052 - 2053 - 2054 - 2055 - 2056 - 2057 - 2058 - 2059 - 2060 - 2061 - 2062 - 2063 - 2064 - 2065 - 2066 - 2067 - 2068 - 2069 - 2070 - 2071 - 2072 - 2073 - 2074 - 2075 - 2076 - 2077 - 2078 - 2079 - 2080 - 2081 - 2082 - 2083 - 2084 - 2085 - 2086 - 2087 - 2088 - 2089 - 2090 - 2091 - 2092 - 2093 - 2094 - 2095 - 2096 - 2097 - 2098 - 2099 - 2100 - 2101 - 2102 - 2103 - 2104 - 2105 - 2106 - 2107 - 2108 - 2109 - 2110 - 2111 - 2112 - 2113 - 2114 - 2115 - 2116 - 2117 - 2118 - 2119 - 2120 - 2121 - 2122 - 2123 - 2124 - 2125 - 2126 - 2127 - 2128 - 2129 - 2130 - 2131 - 2132 - 2133 - 2134 - 2135 - 2136 - 2137 - 2138 - 2139 - 2140 - 2141 - 2142 - 2143 - 2144 - 2145 - 2146 - 2147 - 2148 - 2149 - 2150 - 2151 - 2152 - 2153 - 2154 - 2155 - 2156 - 2157 - 2158 - 2159 - 2160 - 2161 - 2162 - 2163 - 2164 - 2165 - 2166 - 2167 - 2168 - 2169 - 2170 - 2171 - 2172 - 2173 - 2174 - 2175 - 2176 - 2177 - 2178 - 2179 - 2180 - 2181 - 2182 - 2183 - 2184 - 2185 - 2186 - 2187 - 2188 - 2189 - 2190 - 2191 - 2192 - 2193 - 2194 - 2195 - 2196 - 2197 - 2198 - 2199 - 2200 - 2201 - 2202 - 2203 - 2204 - 2205 - 2206 - 2207 - 2208 - 2209 - 2210 - 2211 - 2212 - 2213 - 2214 - 2215 - 2216 - 2217 - 2218 - 2219 - 2220 - 2221 - 2222 - 2223 - 2224 - 2225 - 2226 - 2227 - 2228 - 2229 - 2230 - 2231 - 2232 - 2233 - 2234 - 2235 - 2236 - 2237 - 2238 - 2239 - 2240 - 2241 - 2242 - 2243 - 2244 - 2245 - 2246 - 2247 - 2248 - 2249 - 2250 - 2251 - 2252 - 2253 - 2254 - 2255 - 2256 - 2257 - 2258 - 2259 - 2260 - 2261 - 2262 - 2263 - 2264 - 2265 - 2266 - 2267 - 2268 - 2269 - 2270 - 2271 - 2272 - 2273 - 2274 - 2275 - 2276 - 2277 - 2278 - 2279 - 2280 - 2281 - 2282 - 2283 - 2284 - 2285 - 2286 - 2287 - 2288 - 2289 - 2290 - 2291 - 2292 - 2293 - 2294 - 2295 - 2296 - 2297 - 2298 - 2299 - 2300 - 2301 - 2302 - 2303 - 2304 - 2305 - 2306 - 2307 - 2308 - 2309 - 2310 - 2311 - 2312 - 2313 - 2314 - 2315 - 2316 - 2317 -

- [illegible]

- [illegible]

- [illegible]

[illegible]

4/10/20

Asst. Col. Asst. Gen.
Princed Facilities Project Manage
Management Services Bureau
Probation Department

Date: _____

[illegible]



- 1990 - 1991 - 1992 - 1993 - 1994 - 1995 - 1996 - 1997 - 1998 - 1999 - 2000 - 2001 - 2002 - 2003 - 2004 - 2005 - 2006 - 2007 - 2008 - 2009 - 2010 - 2011 - 2012 - 2013 - 2014 - 2015 - 2016 - 2017 - 2018 - 2019 - 2020 - 2021 - 2022 - 2023 - 2024 - 2025 - 2026 - 2027 - 2028 - 2029 - 2030 - 2031 - 2032 - 2033 - 2034 - 2035 - 2036 - 2037 - 2038 - 2039 - 2040 - 2041 - 2042 - 2043 - 2044 - 2045 - 2046 - 2047 - 2048 - 2049 - 2050 - 2051 - 2052 - 2053 - 2054 - 2055 - 2056 - 2057 - 2058 - 2059 - 2060 - 2061 - 2062 - 2063 - 2064 - 2065 - 2066 - 2067 - 2068 - 2069 - 2070 - 2071 - 2072 - 2073 - 2074 - 2075 - 2076 - 2077 - 2078 - 2079 - 2080 - 2081 - 2082 - 2083 - 2084 - 2085 - 2086 - 2087 - 2088 - 2089 - 2090 - 2091 - 2092 - 2093 - 2094 - 2095 - 2096 - 2097 - 2098 - 2099 - 2100 - 2101 - 2102 - 2103 - 2104 - 2105 - 2106 - 2107 - 2108 - 2109 - 2110 - 2111 - 2112 - 2113 - 2114 - 2115 - 2116 - 2117 - 2118 - 2119 - 2120 - 2121 - 2122 - 2123 - 2124 - 2125 - 2126 - 2127 - 2128 - 2129 - 2130 - 2131 - 2132 - 2133 - 2134 - 2135 - 2136 - 2137 - 2138 - 2139 - 2140 - 2141 - 2142 - 2143 - 2144 - 2145 - 2146 - 2147 - 2148 - 2149 - 2150 - 2151 - 2152 - 2153 - 2154 - 2155 - 2156 - 2157 - 2158 - 2159 - 2160 - 2161 - 2162 - 2163 - 2164 - 2165 - 2166 - 2167 - 2168 - 2169 - 2170 - 2171 - 2172 - 2173 - 2174 - 2175 - 2176 - 2177 - 2178 - 2179 - 2180 - 2181 - 2182 - 2183 - 2184 - 2185 - 2186 - 2187 - 2188 - 2189 - 2190 - 2191 - 2192 - 2193 - 2194 - 2195 - 2196 - 2197 - 2198 - 2199 - 2200 - 2201 - 2202 - 2203 - 2204 - 2205 - 2206 - 2207 - 2208 - 2209 - 2210 - 2211 - 2212 - 2213 - 2214 - 2215 - 2216 - 2217 - 2218 - 2219 - 2220 - 2221 - 2222 - 2223 - 2224 - 2225 - 2226 - 2227 - 2228 - 2229 - 2230 - 2231 - 2232 - 2233 - 2234 - 2235 - 2236 - 2237 - 2238 - 2239 - 2240 - 2241 - 2242 - 2243 - 2244 - 2245 - 2246 - 2247 - 2248 - 2249 - 2250 - 2251 - 2252 - 2253 - 2254 - 2255 - 2256 - 2257 - 2258 - 2259 - 2260 - 2261 - 2262 - 2263 - 2264 - 2265 - 2266 - 2267 - 2268 - 2269 - 2270 - 2271 - 2272 - 2273 - 2274 - 2275 - 2276 - 2277 - 2278 - 2279 - 2280 - 2281 - 2282 - 2283 - 2284 - 2285 - 2286 - 2287 - 2288 - 2289 - 2290 - 2291 - 2292 - 2293 - 2294 - 2295 - 2296 - 2297 - 2298 - 2299 - 2300 - 2301 - 2302 - 2303 - 2304 - 2305 - 2306 - 2307 - 2308 - 2309 - 2310 - 2311 - 2312 - 2313 - 2314 - 2315 - 2316 - 2317 - 2318 - 2319 - 2320 - 2321 - 2322 - 2323 - 2324 - 2325 - 2326 - 2327 - 2328 - 2329 - 2330 - 2331 - 2332 - 2333 - 2334 - 2335 - 2336 - 2337 - 2338 - 2339 - 2340 - 2341 - 2342 - 2343 - 2344 - 2345 - 2346 - 2347 - 2348 - 2349 - 2350 - 2351 - 2352 - 2353 - 2354 - 2355 - 2356 - 2357 - 2358 - 2359 - 2360 -

Asst. Custodian
Principal Facilities Project Manager
Management Services Bureau
Probation Department

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 politic and corporate ("Tenant"), and OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 1200 Corporate Center Drive, Monterey Park ("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 26,619 rentable/gross square feet of office space; and
- 5) The Base Rent is subject to three (3) percent annual increases as follows:

Months	Rate	Monthly Rent
1 - 12	\$2.60	\$69,209.40
13 - 24	\$2.68	\$71,338.92
25 - 36	\$2.76	\$73,468.44
37 - 48	\$2.84	\$75,597.96
49 - 60	\$2.93	\$77,993.67
61 - 72	\$3.01	\$80,123.19
73 - 84	\$3.10	\$82,518.90
85 - 96	\$3.20	\$85,180.80

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 20____.

Tenant:

COUNTY OF LOS ANGELES,
a body politic and corporate

By:

Name _____
Its _____

Landlord:

OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common

By: OMNINET LACC, LLC,
A Delaware limited liability company
Its: Designated Representative

By: Omninet Investment LACC,
LLC,
A California limited liability
company
Its: Sole Member

By: _____
Michael Danielpour

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

PV_Leasing_accdb Report Name: 00000-00000 17-18

* Leave Blank except for 13th Accounting Period.

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 from 8a.m. to 6p.m.

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, excluding any separate HVAC unit exclusively serving the Tenant's dedicated telecom room.
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 mutually and reasonably determined by Landlord and Tenant.
- W. Carpets to be cleaned as needed, using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. 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"). 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, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

**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, California 90012

)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NONDISTURBANCE 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, Nondisturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

(c) be bound by any prepayment by Tenant of more than one 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: Omninet LACC, LLC
9420 Wilshire Blvd., 4th Floor
Beverly Hills, California 90212
Attention: Michael Danielpour

With a copy to:

Omninet Property Management, Inc.
9420 Wilshire Blvd., 4th Floor
Beverly Hills, California 90212
Attention: Operations

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

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

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

By: _____
Name: _____
Title: _____

BORROWER:

OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common

By: OMNINET LACC, LLC,
A Delaware limited liability company
Its: Designated Representative

By: Omninet Investment LACC, LLC,
A California limited liability company
Its: Sole Member

By: _____
Michael Danielpour
Manager

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 politic and corporate

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)

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

1. Firm Name:		3. Contact Person/Telephone Number:			
2. Address:					
		4. Total number of employees in the firm:			
5. Provide the number of all minority	Owners, Partners and		Managers		Staff
	All O.P. &	Women	All	Women	All Staff Women
Black/African American					
Hispanic/Latin American					
Asian American					
Portuguese American					
American Indian/Alaskan					
All Others					

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

2. Total Number of Ownership/Partners.			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION	
3. Provide the percentage of	All Empl	Wome	Is your firm currently certified as a minority owned business firm by the: State of California? <input type="checkbox"/>	
Black/African			Yes <input type="checkbox"/> No <input type="checkbox"/>	
Hispanic/Latin				
Asian American				
Portuguese American				
American				
All Others				

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

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

Firm Name:

Signature/Title:

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, California 90012
Attention: Director of Real Estate

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD:

OMNINET LACC TUCSON, LLC, a
Delaware limited liability company,
OMNINET LACC VALENCIA, LLC, a
Delaware limited liability company, and
OMNINET LACC, LLC, a Delaware limited
liability company, as tenants in common

By: OMNINET LACC, LLC,
A Delaware limited liability company
Its: Designated Representative

By: Omninet Investment LACC,
LLC,
A California limited liability company
Its: Sole Member

By: _____
Michael Danielpour
Manager

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

FESIA A. DAVENPORT
Acting Chief Executive Officer

By: _____

ATTEST:

DEAN C. LOGAN
Recorder/County Clerk
Of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

COUNTY OF LOS ANGELES, as Tenant

and

**OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC
VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a
Delaware limited liability company, as tenants in common, as Landlord**

**Property Address: 1200 CORPORATE CENTER DRIVE
MONTEREY PARK, CALIFORNIA 91754**

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated this day of , 2020, executed concurrently herewith, by and between OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common, 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> | \$798,570 (i.e., \$30 per rentable square foot of the Premises) |
| (b) <u>Tenant's TI Contribution</u> | \$2,794,995 (i.e., \$105 per rentable square foot of the Premises) |
| (c) <u>Change Contingency</u> | Not Applicable |
| (d) <u>Tenant Improvement Amortization Rate and Change Authorization Amortization Rate:</u> | Not Applicable |
| (e) <u>Tenant's Work Letter Representative</u> | Vedad Hasanovic or an assigned staff person of the Chief Executive Office-Real Estate Division |
| (f) <u>Landlord's Work Letter Representative</u> | William Molina, or an assigned staff person of the Landlord |
| (g) <u>Landlord's Address for Work Letter Notice</u> | Omninet LACC, LLC
9420 Wilshire Boulevard
Suite 400
Beverly Hills, California 90212
Attention: Michael Danielpour |

With a copy to:

Omninet Property Management, Inc.
9420 Wilshire Boulevard
Suite 400
Beverly Hills, California 90212
Attention: Operations

(h) Tenant's Address for Work Letter Notice

Chief Executive Office-
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Senior Manager, Real Estate
Division
Email:
LeaseAcquisitions@ceo.lacounty.gov

(i) Addenda

Addendum A: Base Building
Improvements
Addendum B: Tenant Improvements
Addendum C: Form of Preliminary and
Final TI Cost Summary

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 not be considered Tenant Improvements (as defined below), unless such changes or additions are specifically described in Addendum B hereto.

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) initial fire sprinkler system installation, however, any modification or upgrade which is required to accommodate the Tenant Improvements shall be included as part of the Tenant Improvement Costs), (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.

(c) Landlord shall be solely responsible for all costs and expenses necessary to maintain existing structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses. If Tenant's floor loading requirements exceeds the structural floor loading capacity of the Building, then all costs of increasing the floor loading shall be included as a Tenant Improvement Cost.

2.3 **Base Building Plans.** Landlord has delivered to Tenant "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) format. In the event Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, such increased costs will be reimbursed to Tenant, and any delay caused thereby shall not be a Tenant Delay (as defined below).

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.

4. **Selection of Contractor.** The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of contractors, selected by Landlord and accepted by Tenant, 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 Summary (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.

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.

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, as part of the Tenant Improvement Costs. 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. 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 thirty (30) 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 Tenant's request 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 the Tenant.

6. Landlord's TI Cost Summary and Payment of Tenant Improvement Costs.

6.1 Cost Summary. Within twenty-one (21) days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of the Tenant Improvement Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within ten (10) business days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary". Tenant shall have ten (10) business days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in an email or a separate written agreement executed by Landlord and Tenant. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be Tenant's rejection. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing and any delay of providing its approval of the Final TI Cost Summary shall be a Tenant Delay. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than was projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, as part of the Tenant Improvement Costs, to comply with the Preliminary TI Cost Summary, 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 Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto.

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." All Costs of Tenant Improvements shall include, without limitation, 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 Authorizations (as defined below) that are approved in writing by both parties. Notwithstanding any contrary provision contained herein, it is expressly understood and agreed that Landlord's and Tenant's total contribution for the Tenant Improvements shall not exceed the Tenant Improvement Allowance. 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, Force Majeure or Change Authorizations 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. Tenant shall pay such overage to Landlord within thirty (30) days after Landlord delivers an invoice therefor.

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 shall be paid to Landlord in a lump sum, within thirty (30) days following when (a) the Tenant Improvements are Substantially Complete, (b) the Tenant Improvement costs are fully reconciled, (c) Landlord delivers to Tenant fully executed copies of all Tenant Improvement contracts, change orders and documents and (d) Tenant approves the TI reconciliation and corresponding documents, which approval shall not be unreasonably withheld, conditioned or delayed.

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 considered a Base Building Improvement and shall be performed by Landlord at its own cost and expense and not 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 by Landlord 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. As part of the Tenant Improvement Costs, 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.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within thirty (30) days after issuance of all necessary permits and governmental approvals. 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) and/or Tenant Delays.

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

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

(b) Decorating Decisions. As part of the Tenant Improvement Costs, 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. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord shall cause the Contractor to issue to Tenant a warranty 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 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. As part of the Tenant Improvement Costs, 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 reasonable 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. As part of the Tenant Improvement Costs, 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. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises at least 30 days prior to the Commencement Date, upon prior notice to Landlord and receipt of Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed, for the sole purpose of installing Tenant's furniture, fixtures and equipment in the Premises. 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.

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, as part of the Tenant Improvement Costs, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection. 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, 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 complete set of mylar transparencies of drawings and one complete set of specifications.

8. **Requests for Change.** Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). At the time a Request for Change, Landlord shall inform Tenant of the number of days of delay caused by the Change Authorization. The one hundred eighty (180) day period for Landlord to complete the work described in Section 4.2 of the Lease shall be extended on a day for day basis for each day of delay due to the Change Authorization and the Projected Commencement Date shall be extended on a day for day basis for each day of delay due to the Change Authorization. The amount of the Change 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 Authorizations, but only the Chief Executive Officer is authorized to execute Change Authorizations on behalf of Tenant, and only if the aggregate amount of all approved Change Authorizations does not exceed the Change Contingency. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant-Requested Changes"), then any additional costs related thereto in excess of Tenant Improvement Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall pay for such costs (a) in a lump sum, within thirty (30) days following the date of Substantial Completion of the Tenant Improvements, or (b) in equal monthly payments, amortized over the term of the Lease at the Change Authorization Amortization Rate. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes. Landlord shall only be permitted to request a Request for Change to the extent (i) required for the issuance of the building permit or other permit for the Tenant Improvements or (ii) in order to cause the Tenant Improvements to comply with applicable laws. All costs incurred in connection with a Landlord-requested Request for Change shall be part of the Tenant Improvement Costs.. Landlord shall submit to the Chief Executive Officer with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Request for Change is approved. Each Change Authorization 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. 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. 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 ten (10) business 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 (a) all Tenant Improvement Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Tenant Improvement Costs 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 during the first one hundred eighty (180) days after the date of Tenant's Acceptance of the Premises. 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 for Landlord's review and confirmation. If Landlord confirms that Tenant is entitled to a reduction in payment, then Landlord shall pay Tenant the amount of any over-payment made by Tenant within thirty (30) days.

11. Telephone/Computer Room and Equipment. As part of the Tenant Improvement Costs, 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 Tenant shall be solely 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 and Change Authorizations. Except as set forth in this Landlord's Work Letter or in the Lease to the contrary, 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 and the one hundred eighty (180) day period to complete the Tenant Improvements set forth in Section 4.2 of 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 public enemy, sabotage, delay in the issuance of building permits or other required approvals by governmental authorities (provided the party responsible for obtaining such permits or approvals is diligently pursuing the issuance thereof, or other similar causes beyond the reasonable control of Landlord (referred to herein as "**Force Majeure Delay(s)**") or (iii) Landlord's performance of the work described herein is delayed due to a Change Authorization.

12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless Landlord has provided Tenant with written notice of the event giving rise to such claim, 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, Force Majeure Delays and Change Authorizations 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 of Tenant Delays, 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 Authorizations. Landlord may not claim that a Tenant-Requested Change 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 Authorization.

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 the terms and conditions set forth in Section 4.2 of the Lease; or

13.2 Upon sixty (60) 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 ("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 beyond applicable notice and cure periods 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, as part of the Tenant Improvement Costs, (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.

[Signatures on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common

By: OMNINET LACC, LLC,
A Delaware limited liability company
Its: Designated Representative

By: Omninet Investment LACC, LLC,
A California limited liability company
Its: Sole Member

By: 
Michael Danielpour
Manager

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

By: _____
Name: _____
Title: _____
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) standard 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 floors 1,2,3, 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 bolt panels connected to the Building power system;

(p) mechanical equipment room with ducted mechanical exhaust system;

(q) concrete floors with trowelled 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) Intentionally Omitted;

(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 gypsum board on the service core walls, columns and sills in the Premises.

(x) Landlord shall remove abandoned conduit within the Premises, at Landlord's sole cost and expense, if (i) required by the City as a condition precedent to the issuance of the building permit for the Tenant Improvements or (ii) if the existing abandoned conduit is in a location such that it prevents Tenant from installing Tenant's conduit.

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 and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) Tenant's furniture, fixtures and equipment, including telephones, data, 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 capacity;
- (k) *Fiber optic* access; and
- (l) Water bottle filling station.

ADDENDUM C To Landlord's Work Letter

PRELIMINARY AND FINAL TI COST SUMMARY

Preliminary TI Cost Summary
Final TI Cost Summary

Lease No. _____
Address: 1200 Corporate Center
Drive, Monterey Park

Cost Category	
Architecture and Engineering Contract	\$
Plan Check Fees	\$
General Contractor	\$
Furniture	\$
Other	\$
Total Tenant Improvement Costs	\$



RICARDO D. GARCÍA
Public Defender

LOS ANGELES COUNTY PUBLIC DEFENDER
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19th FLOOR
LOS ANGELES, CA 90012
(213) 974-2801/Fax (213) 625-5031
<http://pubdef.lacounty.gov>



Justine M. Esack
Chief Deputy

William Stone
Chief of Staff

December 8, 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 A SOLE SOURCE CONTRACT WITH
JUSTICE BENEFITS, INCORPORATED FOR
FEDERAL FINANCIAL PARTICIPATION PROFESSIONAL SERVICES
FOR THE COUNTY OF LOS ANGELES PUBLIC DEFENDER
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The County of Los Angeles Public Defender (Public Defender) is requesting approval of a sole source contract with Justice Benefits, Incorporated (JBI) to assist the Public Defender in maximizing federal and state revenue reimbursements for Title IV-E and Targeted Case Management (TCM) programs (Programs) by implementing a Random Moment Sampling (RMS) time keeping system.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair, or her designee, to sign the attached sole source contract (Attachment I) with JBI for a twenty-four (24) month term, for a maximum annual fee of 15% of all TCM program funds reimbursed to the County, and a maximum quarterly fee of 15% of all Title IV-E funds reimbursed to the County, effective upon Board approval.
2. Delegate authority to the Public Defender to prepare and execute contract amendments to extend the contract term for up to three (3) additional twelve (12) month periods, upon approval as to form by County Counsel.
3. Delegate authority to the Public Defender to prepare and execute amendments to the contract to 1) increase or decrease the contract fees, not to exceed ten percent (10%) of the original approved

amount, and 2) extend the period of performance by a maximum of one hundred eighty (180) days pursuant to the terms of the contract, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the attached sole source contract (Attachment I) with JBI to implement a Programs' RMS time keeping system which includes providing staff training, developing rigorous audit documentation, monitoring time certification, and working with the Title IV-E administering agency, California Department of Social Services (CDSS) to ensure compliance with state and local Programs' guidelines and procedures and thereby maximize federal reimbursement.

As of January 2019, Title IV-E of the Social Security Act allows states to claim federal matching funds to help pay the costs of attorneys, social workers, and other staff in their representation of certain children and their parents in child welfare legal proceedings. Public Defender is now eligible to seek reimbursement for many of the services the department provides, as Title IV-E allows reimbursement of administrative costs of independent legal representation for a child who is either a candidate for Title IV-E foster care or is currently in a foster care setting. Claimable activities include: 1) court-related activity directed to a child who is a candidate for foster care (i.e. at risk of removal from the home) and whose record indicates that without case management/preventative services, out of home care would be necessary and 2) case management activities on behalf of youth currently in foster care placement.

In addition, the Public Defender is now eligible to seek reimbursement with TCM, a Federal Reimbursement program that reimburses public agencies for providing case management services to Medicaid covered populations. These clients include children under the age of 21, medically fragile individuals, individuals at risk of institutionalization, individuals in jeopardy of negative health or psycho-social outcomes (which is a significant number of Public Defender clients), as well as individuals with a communicable disease.

JBI's Title-IV RMS time keeping system methodology is currently federally-approved by the Department of Health and Human Services, Federal Administration for Children and Families (DHHS-ACF) – Children's Bureau Regional Office. JBI also collaborates with CDSS to provide Title IV-E training to all California counties. As a result, JBI is the only known vendor to provide these specialized services with regards to staff training for documentation of time and submission of claims for Title IV-E federal reimbursement. In addition, through the use of the RMS system, JBI will provide submission of claims for TCM for federal reimbursement. The Public Defender intends to contract with JBI for these services so as to maximize the amount of reimbursed costs while ensuring that Public Defender maintains compliance with Program accounting and reporting requirements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This Program is consistent with the County's Strategic Plan, Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by implementing a process to systematically leverage resources to help fund County initiatives, prioritizing and implementing technology initiatives that enhance service delivery, and increasing efficiency to indigent defense.

FISCAL IMPACT/FINANCING

The maximum annual fee paid to JBI is fifteen percent (15%) of all Title IV-E and TCM program funds reimbursed to the County by the DHHS-ACF. JBI will submit an annual invoice to the County for 15% of the TCM funds received by the Public Defender during that period. JBI will submit four (4) quarterly invoices to the County for 15% of Title IV-E funds received by the Public Defender during each quarterly period. All reimbursement received by Public Defender, less fees paid to JBI, will offset General Fund expenditures incurred by the Department including program labor and services and supplies.

Based on Public Defender's modeling, the Department estimates it will receive reimbursement of \$750,000 in FY 2020-2021 (Year 1) and \$7.2 million in FY 2025-2026 (Year 5) from both Programs combined. Under this scenario, JBI would receive a maximum payment of \$112,500 in FY 2020-2021 and, if the Department extends the contract for an additional three years, JBI will receive \$1,080,000 in FY 2025-2026, which is 15% of reimbursement estimates. No fees will be paid to JBI if no reimbursement is received by Public Defender.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this contract shall be effective upon Board approval for a two-year term with the option to extend for an additional three (3) twelve-month periods. There is no projected impact on department employee relations since this is not a Proposition A contract. Public Defender has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract. The contract contains the Board's required contract provisions including consideration of qualified county employees targeted for layoffs and GAIN/GROW participants for employment openings and compliance with Jury Services Ordinance, Safely Surrendered Baby law and the Child Support Program as well as the latest Board-mandated provisions on Human Trafficking, Compliance with Fair Chance Employment Practices and Compliance with the County Policy of Equity. The County will not request the Contractor to perform services that exceed the Board-approved contract amount, scope of work or contract term.

The attached Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The proposed contract is recommended on a sole source basis (Attachment II) due to JBI being the only Programs' RMS time keeping system that has been recognized by the federal government and CDSS as an approved method for documentation of time and submission of claims for the Programs. Executing the sole source agreement is in the best economic interest of the County due to the excessive learning curve for this service and the time and various costs (labor and system) spent in creating a federally-approved time keeping system.

Five (5) Public Defender agencies in the state (Fresno, Sacramento, Merced, Tuolumne, and Ventura) also executed sole source agreements with JBI.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this contract will enable the Department to seek federal reimbursement for eligible Program expenditures under Title IV-E and TCM funds and work with JBI to build the knowledge and

expertise necessary to ensure compliance with state and federal guidelines. JBI has extensive experience with assisting public agencies establish internal controls and knowledge base of reimbursement requirements to pursue maximum federal reimbursement. This is an expertise the Department currently does not have.

CONCLUSION

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA
Public Defender

RDG:mpm

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

JUSTICE BENEFITS, INCORPORATED

FOR

**FEDERAL FINANCIAL PARTICIPATION PROFESSIONAL
SERVICES**

Prepared by:

**Los Angeles County Public Defender's Office
Administrative Services – Contracts and Grants**

XXXXX 2020

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**CONTRACT FOR
FEDERAL FINANCIAL PARTICIPATION PROFESSIONAL SERVICES**

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- A Statement of Work
- B Pricing Schedule
- C Intentionally Omitted
- D Contractor's EEO Certification
- E County's Administration
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- H Jury Service Ordinance
- I Safely Surrendered Baby Law

UNIQUE EXHIBITS

Forms Required at Completion of the Contract when the work Involved Intellectual Property Developed/Designed by the Contractor

- J1 Intentionally Omitted
- J2 Intentionally Omitted
- J3 Intentionally Omitted
- K Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- L Charitable Contributions Certification
- M Sexual Harassment Policy
 - M1 Sexual Harassment/Discrimination/Retaliation Prohibited Form

**CONTRACT FOR
FEDERAL FINANCIAL PARTICIPATION PROFESSIONAL SERVICES**

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O	Contract Discrepancy Report
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R	Title IV-E RMS Implementation
S	Title IV-E RMS Training
T	Title IV-E RMS Auditing
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V	TCM Medi-Log Implementation

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
JUSTICE BENEFITS, INCORPORATED
FOR
FEDERAL FINANCIAL PARTICIPATION PROFESSIONAL
SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and Justice Benefits, Incorporated, hereinafter referred to as Contractor. Justice Benefits, Incorporated is located at 1711 E. Beltline Road, Coppell, Texas 75019.

RECITALS

WHEREAS, under the 2019 revision of Title IV-E of the Social Security Act, the County is authorized to claim federal matching funds to help pay the costs of attorneys, social workers, and other staff in their representation of certain children and their parents in child welfare legal proceedings; and

WHEREAS, the County may now seek reimbursement from the federal Targeted Case Management (TCM) program for case management services provided by the Office of the Public Defender to Medicaid covered populations; and

WHEREAS, the County may contract with private businesses for assistance in the application for Federal Financial Participation of Title IV-E and TCM program services when certain requirements are met; and

WHEREAS, the County is authorized to contract with private businesses under California Governmental Code section 31000 and Los Angeles County Code 2.121.250; and

WHEREAS, the Contractor is a private firm specializing in providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract.

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

Exhibits A, B, D, E, F, G, G1, G3, H, I, K, L, M, M1, N, N1, O, P, Q, R, S, T, U, and V are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

Unique Exhibits:

Intellectual Property Developed/Designed by Contractor Forms

- 1.10 Exhibit J - Intentionally Omitted

Business Associate Agreement under Health Insurance Portability and Accountability Act (HIPAA)

- 1.11 Exhibit K - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

SB 1262 - Nonprofit Integrity Act of 2004

- 1.12 Exhibit L - Charitable Contributions Certification

Other Unique Exhibits:

- 1.13 Exhibit M - Sexual Harassment Policy
- 1.14 Exhibit M1 - Sexual Harassment/Discrimination/Retaliation Prohibited Form
- 1.15 Exhibit N - Defaulted Property Tax Reduction Program

- 1.16 Exhibit N1 - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 1.17 Exhibit O - Contract Discrepancy Report
- 1.18 Exhibit P - Confidentiality of CORI Information
- 1.19 Exhibit Q - Performance Requirements Summary (PRS) Chart
- 1.20 Exhibit R - Title IV-E RMS Implementation
- 1.21 Exhibit S - Title IV-E RMS Training
- 1.22 Exhibit T - Title IV-E RMS Auditing
- 1.23 Exhibit U - Title IV-E RMS Reporting
- 1.24 Exhibit V - TCM Medi-Log Implementation

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments 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 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be two (2) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County shall have the sole option to extend this Contract term for up to three (3) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the (Board of Supervisors or Department Head or his/her designee as authorized by the Board of Supervisors). The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.
- 4.3** The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Contract fee under the terms of this Contract shall be the total monetary amount paid by the County to the Contractor for supplying all services specified under this Contract consistent with Exhibit B--Pricing Schedule . The total sum, inclusive of all applicable taxes, is a contract fee of fifteen percent (15%) of all Title IV-E and TCM program funds reimbursed to the County by the Department of Health and Human Services Administration (HHSA), to be invoiced as specified in Exhibit A – Statement of Work and Exhibit B – Pricing Schedule. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.
- 5.2 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.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

5.4 Invoices and Payments

- 5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor

shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.4.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Fiscal Services

**Attention: Mina Mitri, Administration Services Manager I
County of Los Angeles Public Defender's Office
210 W. Temple St., 19th Fl.
Los Angeles, CA 90012**

- 5.4.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA

pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.6.1 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 an agreement/ contract 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).

5.6.2 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.

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

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

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

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is 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 perform services under this Contract. 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 if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to

Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.4.3 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.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 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.
- 7.5.2 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 this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

7.6 Nepotism

- 7.6.1 The Contractor shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor.
- 7.6.2 For the purposes of this Paragraph, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.
- 7.6.3 The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Department Head or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or

change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.

- 8.1.3 The Department Head or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her 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 Contract, 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 subparagraph, County consent shall require a written amendment to the Contract, 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 Contract 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 the Contract, such

disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 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 the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's

policy for receiving, investigating and responding to user complaints.

- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 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.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 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.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.
- 8.6.2 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 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 8.6 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.

8.7 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 Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

This Contract 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 H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "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 County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-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 the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury

Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, 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 Contract. 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.
- 8.9.2 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 Contract. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who

are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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 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 and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 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 the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 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 contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, 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.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract 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 contract 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.

8.12.4 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 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 Board of Supervisors. The 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 (5) years, that Contractor may after the debarment has been in effect for at least five (5) 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 (5) years; (2) the debarment has been in effect for at least five (5) 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 Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the 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 "Safely Surrendered Baby Law" poster, in Exhibit I, 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.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract 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).

8.15 County's Quality Assurance Plan

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

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the 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 the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 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 Contract 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.
- 8.17.2 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

Contract.

8.18 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 sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 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.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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 sub-paragraph as "force majeure events").

8.20.2 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 sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract 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.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract 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 Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. 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 Contract. 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 Contract.

8.24.1 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 Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contract. 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 (\$50,000.00) 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:

**County of Los Angeles
Public Defender's Office Contracts & Grants
210 W. Temple St., 19th Fl.
Los Angeles, CA 90012
Attn.: Mina Mitri, Administration Services Manager I**

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 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.

8.24.3 Cancellation of or Change 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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 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 the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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.

8.24.5 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.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, 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.

8.24.7 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 Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 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.

8.24.10 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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 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.

8.24.12 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.

8.24.13 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.

8.24.14 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.

8.25 Insurance Coverage

8.25.1 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

8.25.2 **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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **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. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1

million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

- **Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or

loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

- **Miscellaneous Coverage**

Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her 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 Department Head, or his/her 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 (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit Q, hereunder, 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 (5) 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.

8.26.3 The action noted in sub-paragraph 8.26.2 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 Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 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.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 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.
- 8.28.4 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.
- 8.28.5 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 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 sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.32 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.

8.33 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 I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract 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 Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, 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.

- 8.36.2 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 a bid 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.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract 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 Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, 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’s Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 Contract. 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 Contract and for a period of five (5) 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.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract 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 (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, 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 Contract 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the 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 Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract 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 Contract.

8.40.2 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.

8.40.3 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 the Contractor employees.

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

8.40.5 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 Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 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.

- 8.40.7 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.
- 8.40.8 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:

Mina Mitri, Contract Manager
Los Angeles County Public Defender
Contracts & Grants
210 W. Temple St., 19th Fl.
Los Angeles, CA 90012
E-mail address: MMitri@pubdef.lacounty.gov

before any Subcontractor employee may perform any work hereunder.

8.41 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 sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, 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 the 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 (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, 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 Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract 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 sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.

8.44.2 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.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract 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.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

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

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.

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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 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 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 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 10 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.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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 the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 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.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

9.1.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit K in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit K, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")"

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract 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, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By: _____

JUSTICE BENEFITS,
INCORPORATED.

By: _____

Name (Typed or Printed)

Title

Date

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
Acting County Counsel

By: _____
JONATHAN C. MCCAVERY
Deputy County Counsel

Date

**CONTRACT FOR
FEDERAL FINANCIAL PARTICIPATION PROFESSIONAL SERVICES**

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**CONTRACT FOR
FEDERAL FINANCIAL PARTICIPATION PROFESSIONAL SERVICES**

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Scope of Work

The Contractor shall provide technical assistance services for implementation of Title IV-E Legal Representation (LR) and Targeted Case Management (TCM) claims hereinafter referred to as “Programs” in the Los Angeles Public Defender (County) including strategic implementation, staff training, assisting in financial compilation and case planning for federal funding.

Title IV-E Legal Representation

For the first time since the enactment of Title IV-E of the Social Security Act in 1980, states can now claim federal matching funds to help pay the costs of high quality legal representation for certain children and their parents in child welfare legal proceedings. Title IV-E is a federally funded program administered by the Department of Health and Human Services, Federal Administration for Children and Families (DHHS-ACF) – Children’s Bureau Regional Office. As of January 2019, the Office of the Public Defender is now eligible to seek reimbursement for many of our legal services as Title IV-E provides reimbursement of administrative costs of independent legal representation for a child who is a candidate for Title IV-E foster care or in a foster care setting. High quality legal representation includes review of discovery, case preparation, and in-court advocacy to help keep clients at risk of being removed from their homes and reunite families that have been separated by out-of-home placement.

Claimable activities could include, but are not limited to the following:

- Court-related functions directed to a child in foster care or who is a candidate for foster care (i.e. at risk of removal from the home) and whose record indicates that without case management/preventative services, out of home care would be necessary (as related to child welfare matters and not criminal matters).
- Case management/preventive services includes coordinating with multi-disciplinary teams to ensure the client is succeeding within the case plan or altering it to meet the clients’ needs (this does not include juvenile court matters related only to crimes or supervision).

Claimable Activities are subject to change with guidance issued by California Department of Social Services (CDSS).

Targeted Case Management

Targeted Case Management (TCM) is a Federal Reimbursement program that reimburses public agencies for providing case management services to Medicaid covered populations. Clients in identified populations are individuals under the age of 21, medically fragile individuals, individuals at risk of institutionalization, individuals in jeopardy of negative health or psycho-social outcomes (which is a vast majority of Public Defender clients), as well as individuals with a communicable disease. TCM eligible legal services include assessing clients to determine their eligibility, developing a case plan to address clients' needs, referring clients to much needed social and health services, as well as ensuring clients are receiving services once referred.

Claimable activities include:

- Assessments - Address mental health, vocational/ educational needs, housing and physical environment, family/ social support. A separate assessment must also be completed to determine if client falls into TCM population. Assessments must be updated every 6 months.
- Developing a Case Plan - Taking the needs and identifying goals to help address those needs. Must be updated every 6 months and signed by the client, case manager and supervisor.
- Referring to Needed Services - Counseling, drug treatments, shelter, food bank, etc.
- Monitoring and Follow Up - All referrals must be followed up on within 30 days or documented why the follow-up did not occur.

The Contractor shall advise, assist and prepare reports on, the specific tasks listed in Section 2.0 below. A monthly progress report shall be submitted to County's Program Manager.

The Contractor shall also assist the County with the identifying additional program areas reimbursable under the Programs. The Contractor shall work with the County in order to adhere to the detailed Programs. The Programs typically addresses the following goals for the Public Defender:

Title IV-E

- Reduce number of youths entering the system;
- Decrease the amount of time youth have contact with the system; and

TCM

- Address mental health and other socio-economic needs by developing a case plan and referrals to needed services.

The Contractor shall help ensure that any eligible population and services are included in the Programs and shall review existing County programs to identify and propose Programs' reimbursable activities currently performed but not claimed.

2.0 SPECIFIC TASKS

2.1 CONTRACTOR RESPONSIBILITIES

2.1.1 Implement a valid Web-Based Random Moment Sampling (RMS) as identified in Exhibit R (Title IV-E RMS Implementation) and a valid perpetual time study, Medi-Log, as identified in Exhibit V (TCM Medi-Log Implementation).

2.1.1.1 RMS is a system used to document staff efforts in support of federal, state, and local programs. It consists of several individual observations of employee activities taken at random intervals and determines the amount of effort spent by a group of employees.

2.1.1.2 The perpetual time study, Medi-Log, is a time-keeping system, where employees are required to confirm their weekly work schedule and enter hours of various TCM activities.

2.1.2 On as needed basis and as identified in Exhibit S (Title IV-E RMS Training) and Exhibit V (TCM Medi-Log Implementation), provide on-site or web-based training for the Public Defender staff on how to accurately complete Programs time study and how to comply with the federal and state requirements to support the time study, including but not limited to:

- Time study codes
- Importance of the Programs
- Programs' population
- Compliance results
- Candidacy
- Programs' 101

2.1.3 Implement detailed auditing procedures and provide technical support to Federal and State audits as identified in Exhibit T (Title IV-E RMS Auditing) and Exhibit V (TCM Medi-Log Implementation).

2.1.4 Ensure Programs' revenues are maximized by:

- Reviewing annual and quarterly claims for accuracy and assisting the County with all claiming procedures.
- Providing assistance to the County to ensure compliance with Programs' documentation, Federal and State guidelines.
- Reviewing and providing recommendations/guidance on steps to ensure maximized funding.
- Ensuring that the County receives the appropriate Federal reimbursements.

2.1.5 Work closely with state and local government agencies, to update claims policies with federal and state changes when needed that may include the implementation or expansion of Programs' reimbursable intervention programs.

2.1.6 Advise the County on any changes regarding the Programs' program, assessments and case plan.

2.1.7 Monitor time study results monthly to ensure that Programs' activities are maximized through RMS and Medi-Log by providing monthly progress reports as identified in Exhibit U (Title IV-E RMS Reporting) and Exhibit V (TCM Medi-Log Implementation).

2.2 TRAINING REQUIREMENTS

2.2.1 The Contractor shall provide each participant with a training manual and fact sheet that includes time study codes, definitions, examples of activities coded time codes, how to navigate the RMS and Medi-Log websites, and resource links to further information regarding time study codes.

2.2.3 General Training and Webinars

The Contractor shall:

- Develop a training plan for the County prior to Program implementation;
- Document trainings;
- Provide training material for each County participant;

- Provide in-person or virtual trainings that include an agenda, handout and sign-in sheet that shall be retained in the case of an audit; and
- Answer Programs' questions regarding coding time, completing case plans, deadlines, and all other guidelines on demand.

2.2.4 As needed by the County, the Contractor shall perform on-site and/or web-based trainings with County's staff to ensure a thorough understanding of Programs. The Contractor shall provide "refresher" trainings with no additional charge for travel or actual training time. As new County employees are hired, the Contractor shall provide training at its discretion, or at County request. The Contractor shall be available to train existing county staff and will provide a toll-free telephone number for support.

2.2.5 The Contractor shall provide webinars as a supplemental method to onsite training. The Contractor webinars are at no additional cost to the County. The Contractor shall offer webinars to provide updates regarding policies and procedures with Programs' claims.

2.3 TIME STUDY REQUIREMENTS

2.3.1 The Contractor shall develop and implement approved time study methodologies for Programs. The Medi-Log time study will be implemented and utilized for TCM. The CDSS approved web-based RMS time study will be implemented and utilized for Title IV-E Legal Representation. Both Time Study systems will continuously collect data for time documentation purposes and results will be compiled monthly or quarterly. Time Study participant lists will be updated monthly due to turnover and unexpected staff changes. Monthly updates allow all potentially reimbursable staff to access and participate in the Medi-Log and RMS. The Contractor shall ensure that County time study participants are included on their daily activities and not solely on job description.

2.3.2 Medi-Log and Web Based Random Moment Time Study

2.3.2.1 The Contractor shall implement a perpetual time study and a web-based random moment time keeping system. These RMS and Medi-Log systems shall take the place of the current time study method utilized by the participating County. A time study shall be generated for the period agreed upon by the Contractor and the County and the results shall be calculated and compiled by the Contractor into the annual and quarterly Programs' claim.

2.3.2.2 The Contractor shall be responsible for the operation of the RMS and Medi-Log systems. This responsibility includes, but is not limited to, the following:

- Revision of existing County time codes to add specific examples;
- Monthly modification of the participant list to ensure that only the correct staff members are included in the time study;
- Train County staff on how to accurately complete the Programs' time study;
- Monitor and ensure that the County accurately completes the web-based RMS and Medi-Log on a daily basis;
- Provide periodic updates on areas of needed improvement regarding time study codes;
- Compute the annual and quarterly time study results and submit them to the Public Defender for approval;
- Work with the state and local personnel to update the Medi-Log and web-based RMS policies, respectively, when needed;
- Analyze, edit, and summarize the sample results and make necessary allocations;
- Ensure that the sample universe is updated monthly to include new hires and exclude terminations and transfers;
- Provide a detailed training manual to all eligible County staff that participate in the quarterly time study;
- Provide a resource where all Medi-Log and RMS problems and questions can be submitted and resolved;
- Provide on-site or web-based training on the Medi-Log and web-based RMS system that is utilized for documenting time/activities related to Programs' Claims;
- Provide on-site or web-based training on all Programs' Time Codes. The Contractor shall provide a

comprehensive list of all Programs' Codes for the State of California. The Contractor trainers shall educate all participants to ensure a clear understanding of how to code daily activities;

- Provide a team of time study analysts to review all time study moments on a daily basis and confirm that all moments are valid and coded correctly within the allotted time frame.

2.3.3 Time Frame for TCM Time Study

2.3.3.1 State Claiming Periods for California; TCM time studies must be compiled on an annual basis that follows the State of California fiscal year: July 1 – June 30.

2.3.4 Time Frame for Title IV-E Time Study

2.3.3.1 State Claiming Periods for California; Title IV-E time studies must be compiled on a quarterly basis that follows the State of California fiscal year: July 1 – June 30.

2.4 MEDI-LOG AND RANDOM MOMENT SET-UP

The Contractor shall work with the County to select the Public Defender workers that will participate in the Medi-Log and RMS web-based time study. Once the Contractor determines who is going to participate in the time study, the following data will be collected from the County:

- County holidays
- Employee's e-mail address
- Employee's work schedule
- Employee's phone number and location
- Employee's supervisor
- Supervisor e-mail address and phone number

2.4.1 Time Study Coordinator

The Contractor shall act as the County's Program time study coordinator. The Contractor shall conduct the time study and quality assurance process on a monthly basis. As the time study coordinator, the Contractor shall be available via e-mail and toll-free telephone number to address questions from time study participants.

2.4.2 Position List

The positions identified as meeting the Medi-Log and RMS sample population definition are maintained by the Contractor. The position list is reviewed and updated each month based on information provided by the County. Positions that are vacant when the list is updated will not be included.

2.4.3 Work Hours

Medi-Log and RMS samples each participant's individual work schedule entered into their profile. A participant will not be required to document any time within the Medi-Log or RMS outside their designated work schedule. In addition, participants will not be required to document any time within the Medi-Log or RMS during the designated lunch schedules identified in their profiles. Participants shall not receive RMS moments or be required to document time within Medi-Log on County holidays.

2.4.4 Study Notification

Title IV-E LR RMS

Once the sampling is verified by the Contractor time study coordinator, the system shall send the observation moment notification at the time of the actual observation moment. The participant shall then complete their moment according to the activity performed at that time and electronically submit the observation moment to the Contractor for quality assurance.

All original observation moments must be completed within 72 hours from the time of the moment excluding days off, weekends and holidays. If the time study participant has not responded by midnight of the RMS moment, an email reminder shall be generated and sent through the Contractor e-mail application to the participant and their time study observer. A time study observer is a person who ensures quality assurance. They are trained on the time study process and the importance of completing all RMS moments in a timely manner.

2.4.5 Quality Assurance Process

Title IV-E LR RMS Quality Assurance Requirements

The County supervisors will be required to perform quality assurance on 10% of the RMS moments. The supervisors will be set up with Observer Profiles in RMS to complete this task. Each night, if the observer has any quality assurance moments during the day, the RMS automated system shall generate an e-mail to the observer

advising of any outstanding quality assurance moments. This email will also include other “to do’s” the observer needs to complete, such as RMS moments from the previous day or any pending profiles that the observer has not approved.

TCM Medi-Log Quality Assurance

The TCM quality assurance process shall consist of two levels and two steps. Quality Assurance Level 1 staff will review the electronic data on a quarterly basis for the following information; documented time and correct TCM time codes, comment provided if time input does not match regular work hours, appropriate sections are all documented, and codes checked correctly correspond with Encounter Log.

After Quality Assurance Level 1 decides the data is captured accurately, Quality Assurance Level 2 will then review the data for a second quality assurance process.

2.5 REPORTING REQUIREMENTS AND FEATURES

The Contractor’s Medi-Log and web-based RMS shall provide the County with reports to determine if any individual requires additional training, or if certain codes are used excessively.

The Contractor’s reports will ensure coding accuracy and compliance with moment coding. This report will summarize each participant’s activities for a particular study and the entire study itself by code as described in Exhibit U (Title IV-E RMS Reporting) and Exhibit V (TCM Medi-Log Implementation).

2.6 REVIEW REQUIREMENTS

2.6.1 Quality Assurance Procedures

The Contractor quality assurance process consists of two steps. The Contractor’s Q1 staff shall review the electronic data on a quarterly basis for the following information:

- Electronic Signature.
- Date and time (for 72-hour compliance).
- That the Comment section includes detailed activities of the time study participant.
- To ensure that all sections are documented.

- To ensure that Codes are accurately checked by the time study participant.
- If any of the above elements are not satisfied, the sample moment will be sent back to the participant for correction or clarification. If clarification cannot be made, the moment shall be invalid.
- The Contractor requires the names of all eligible time study participants, their job titles, email addresses, phone numbers and core work hours.
- After Q1 determines that data is captured accurately, Q2 shall review the data for a second quality assurance process.

2.6.2 State and Federal Reviews

The Contractor shall assist in data collection and onsite reviews by state or federal agencies.

2.6.3 File Reviews

2.6.3.1 The Contractor shall develop a detailed quality assurance procedure to have a system of checks and balances in place with Programs' Administrative Claims. Contractor staff shall ensure proper claiming and record retention while onsite with the County.

2.6.3.2 The Contractor shall provide County with detailed reviews of Programs' Analysis.

2.6.3.3 The Contractor shall perform quarterly reviews to ensure proper procedures and accurate claims. The Contractor shall provide the County with the following reviews:

- Random Moment review
- Time Study Compliance Review

2.6.3.4 Time Study Compliance Review

Moments coded to candidacy and foster care shall be selected by the Contractor RMS to verify the accuracy of comments in the time study, to ensure candidates for foster care are the subject of a 602 petition and residing in the community, and that youth claimed to foster care are in a non-secure setting.

The Contractor shall perform audits, which shall include, but not be limited to, the following:

- Proper documentation of candidates (602) petition and ensuring candidates are residing in the community
- Accuracy of RMS coding; and
- Review of location to ensure foster youth are in a non-secure setting.

2.6.3.5 Random Moment Review

The time study monitoring tool will be used to review the actual time spent on Programs' eligible activities. This process ensures that claim information, documentation and submission are accurate. The Contractor shall continually review the methodology to determine if it meets current regulations.

The Contractor shall ensure that random moment reviews match staff timecards. The County shall provide a monthly download of staff timecards identified in the random moment review.

At the conclusion of any Contractor audit, the Contractor shall provide the County with a written report of any inaccuracies to ensure that similar errors will not continue in the future. The County shall review recommendations made by the Contractor.

2.7 STAFF SUPPORT

2.7.1 Audit Support

2.7.1.1 The Contractor shall provide the County with additional training and support on any audit findings.

2.7.1.2 The Contractor shall perform on-site assistance to the County in the event of any State or Federal Audit.

2.7.1.3 The Contractor will attend and remain current on all Programs' training to ensure that the most recent information is being carried out at the County level.

2.7.2 Public Defender Support

The County shall determine and document Programs' Candidates for Foster Care in a manner consistent with federal and state guidelines.

2.8 FISCAL RESPONSIBILITY

- 2.8.1 Each quarter for Title IV-E LR, and annually for TCM, the Contractor shall assist and review the Programs' Administrative claim for reimbursement on behalf of the County. The Programs' administrative claim is a compilation of data from several sources. Payroll, expenditures, and capital asset information is provided by the client.
- 2.8.2 The County shall provide the Contractor with expenditure reports for analysis.
- 2.8.3 The County shall provide the Contractor with payroll data.
- 2.8.4 The County shall provide any additional financial reports and operational information needed to complete the claim.
- 2.8.5 The County shall provide the Contractor with County specific financial information needed to complete the claim, i.e. Cost Allocation Plan and Eligibility Rate.
- 2.8.6 The County shall provide further information and documents at the request of the Contractor to ensure that the Contractor is fully reimbursed.

2.9 COUNTY RESPONSIBILITY

- 2.9.1 Provide feedback on all programmatic or fiscal recommendations provided by the Contractor.
- 2.9.2 Participate in monthly or as-needed meetings, as scheduled by the Contractor to discuss issues related to Programs.
- 2.9.3 Review reports provided by the Contractor and identify any additional reporting needed to fulfill maximization of Programs' Revenues.
- 2.9.4 Assist the Contractor to provide staff access to the Medi-Log and RMS websites via computer or smartphone.
- 2.9.5 Provide the Contractor with initial County staff information to set up the profile of the Medi-Log and Web-Based RMS System, as identified in Exhibit S (Title IV-E RMS Training) and Exhibit V (TCM Medi-Log Implementation).

- 2.9.6 Ensure that staff respond and document activities in the appropriate amount of time
- 2.9.7 Ensure that staff respond and document time within the deadlines set for each time study system excluding weekends and holidays,
- 2.9.8 Ensure that staff management or supervisors check 10% of the total amount of RMS "Observation Moments" and certify and approve Medi-Log Time Sheets for quality assurance purposes.
- 2.9.9 Continue to utilize Programs' codes set by the Federal or State for the Medi-Log or Web Based time keeping system.

2.10 MODIFICATIONS OF STATEMENT OF WORK

The Contractor Statement of Work may be modified to maximize Programs' program revenue with prior written consent by the County

3.0 **TERMS OF PAYMENT**

- 3.1 The total sum, inclusive of all applicable taxes, is a contract fee of fifteen percent (15%) of all Title IV-E and TCM program funds reimbursed to the County by the DHHS-ACF, to be invoiced as described below and in Exhibit B – Pricing Schedule. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.
- 3.2 Contractor shall generate a time study for the period agreed upon by the Contractor and the County, and the results shall be calculated and compiled by the Contractor into the annual and quarterly Programs' claims.
- 3.3 The County agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to Contractor based on such disallowed reimbursements will be credited against future payments to Contractor, or be promptly repaid to the County in the event the contract is terminated by either party before the Contract expiration date, or if the County decides not to extend the Contract beyond the original term. In any event, the monetary amount of damages and the full extent of Contractor's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, Contractor as a result of this Agreement.

Targeted Case Management

- 3.4 Once County has confirmed receipt of payment from DHHS-ACF, Contractor will submit an annual invoice reflecting 15% of the TCM funds received by the County.

- 3.5 Contractor will submit 4-quarterly invoices reflecting 15% of the associated paid encounters confirmed by County.
- 3.6 After the Annual Cost Report Reconciliation at the end of each fiscal year, the County will receive either a refunded credit or additional invoice from Contractor for TCM payments to account for any additional funds received by County.
- 3.7 After the periodic State's Audit and Investigation's Unit completes its audit/reconciliation, County will receive either a refunded credit or additional invoice from Contractor for TCM payments to account for any additional funds received by the County.

Title IV-E Legal Representation

- 3.8 Once County has confirmed receipt of payment, Contractor shall invoice within 30 days for the Title IV-E LR revenues that were paid to the County.
- 3.9 Contractor will submit 4-quarterly invoices reflecting 15% of the funds received by the County.
- 3.10 County shall make payment to Contractor within 30 days upon receipt of invoice by Contractor.

4.0 QUALITY CONTROL PLAN

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The original plan and any future amendments are subject to County review and approval and shall include, but is not limited to, the following:

- 4.1 An inspection system covering all services listed on Exhibit Q (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will occur, and the title of individual(s) who will perform the inspection.
- 4.2 The methods to identify and prevent deficiencies in the quality of service before the level of service becomes unacceptable.
- 4.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available at the request of the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 4.4 The methods to ensure uninterrupted service to the County in the event of a strike by County or Contractor employees or any other unusual

occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.

- 4.5 The methods to ensure that confidentiality of juvenile records and information are maintained while in the care of Contractor's employees.
- 4.6 The methods to maintain security of records and the methods to prevent the loss and/or destruction of data.

5.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include an assessment of the Contractor's compliance with all Contract terms and performance standards. The County will report any deficiencies in Contractor's performance to the Board of Supervisors. The report 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 Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit Q (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

5.1 Performance Evaluation Meetings

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract in the sole discretion of the County's Program Manager. However, the County's Program Manager and the Contractor's Project Director will hold a mandatory meeting in the event a Contract Discrepancy Report (CDR) is issued. Mutual best efforts will be made to resolve all problems identified.

- 5.2 After the first three (3) months of operation, regular performance evaluation meetings will be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.
- 5.3 The County shall have the right to remove any Contractor personnel under this Contract in the sole discretion of the County's Program Manager. At the request of the County's Contract Manager, Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours.

5.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director in the event a Contract discrepancy is

identified. Mutual best efforts shall be made to resolve the Contract discrepancy.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of this Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies and to present rebuttal evidence. The Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

6.0 DEFINITIONS

- 6.1 Acceptable Quality Level Standard (AQLS) – A measure to express variance from a standard before Public Defender can apply damages as specified in Exhibit U (Performance Requirements Summary Chart). The County requires that the Contractor will correct the alleged variances. A variance from AQLS may result in a credit to Public Defender against the monthly fee for the Contractor's services.
- 6.2 Business Day - Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including County holidays.
- 6.3 Contract Discrepancy Report (CDR) - A report prepared by the County's Program Manager to inform the Contractor of faulty service.
- 6.4 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.
- 6.5 Contractor's Project Director - Person designated by the Contractor to administer Contract operations after the Contract award.
- 6.6 County's Contract Manager - Person designated by the County with authority for contractual or administrative matters relating to this Contract.
- 6.7 County's Contract Monitor - Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 6.8 County's Program Manager - Person designated by the County to manage the daily operations under this Contract.
- 6.9 Liquidated Damages - The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or deficiencies in performance.

- 6.10 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure that contract performance standards are met by the Contractor as referred to in Exhibit U (Performance Requirements Summary Chart)
- 6.11 Quality Control Plan - All necessary measures taken by the Contractor to assure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in Statement of Work.

7.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

7.1 Personnel

The County will administer the Contract according to Paragraph 6.0 (Administration of Contract - County) of the Contract. Specific duties will include:

- 7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 7.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 7.1.3 Preparing Amendments in accordance with the Paragraph 8.1 (Amendments) of the Contract.

CONTRACTOR

7.2 Project Director

- 7.2.1 The Contractor shall provide its own full-time officer or employee as the Contractor's Project Director. The Contractor's Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding County holidays. The Contractor's Project Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with the County.
- 7.2.2 When Contract work is performed at times other than described above or when the Contractor's Project Director cannot be present, an equally responsible individual shall be designated to act for the Contractor's Project Director, with prior approval of the County's Program Manager.

- 7.2.3 The Contractor's Project Director/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 7.2.4 The County shall have the right of review and approval of the Contractor's Project Director. The County shall have the right of removal of the Contractor's Project Director and any replacement recommended by the Contractor.
- 7.2.5 The Contractor's Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.
- 7.2.6 The Contractor's Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings; observing, reviewing and supervising staff.

7.3 Personnel

- 7.3.1 The Contractor shall be responsible for providing competent staff to fulfill the contract. The County shall have the right to review and approve potential staff prior to assignment.
- 7.3.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Public Defender for the County employees having access to confidential Criminal Offender Record Information (CORI) **the Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is provided in Exhibit T (Confidentiality of CORI information).
- 7.3.3 All personnel must be able to read, write, spell, speak, and understand English.
- 7.3.4 The 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. The Contractor shall be responsible for immediately removing and replacing any employee from work on this Contract within twenty-four (24) hours after requested to do so by the County's Contract Manager.
- 7.3.5 The County reserves the right to have the County's Program Manager or a designated alternate, interview any or all prospective employees of the Contractor.

7.3.6 The Contractor shall be required to conduct a background check of their employees as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.

7.3.7 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the Contract period.

7.3.8 The Contractor shall be required to have alternate staff that have successfully passed background clearances pursuant to Paragraph 7.4 (Background and Security Investigations) of the Contract trained and approved to instruct program participants in the required curriculum.

7.4 Furnished Items

The Contractor shall provide all personnel and supplies necessary to perform all services required by the Statement of Work.

7.5 Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, excluding County holidays, by one or more employees who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls on a 24-hour basis. **The Contractor shall respond to calls received by the answering service during business hours within two (2) hours of the call. If a message is received after business hours, Contractor shall respond to the call in no event later than the next business day.**

7.6 Identification Badges

The Contractor shall ensure their employees and agents are appropriately identified as set forth in Paragraph 7.3 (Contractor's Staff Identification) of the Contract.

8.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide services Monday through Friday, excluding County holidays.

9.0 UNSCHEDULED WORK

If the Contractor provides tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous

effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

10.1 All lists of services used in the Performance Requirements Summary

(PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service appears to be created in the PRS which is not clearly and forthrightly set forth in the Contract and/or the SOW, that apparent service will be null and void and place no obligation on the Contractor.

10.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance used by the County, and liquidated damages imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

10.3 When the Contractor's performance fails to conform with the requirements of this Contract, the County may apply the following non-performance remedies:

10.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. The Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

10.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.

10.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

10.3.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the work specified within ten (10) business days shall authorize the County to have the

service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on Contractor's future invoice.

This Subparagraph does not limit the County's right to terminate the Contract with ten (10) business days written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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PRICING SCHEDULE

IMPLEMENTATION OF TITLE IV-E AND TOTAL CASE MANAGEMENT PUBLIC DEFENDER CLAIMING

Charges for the performance of services under this Agreement are set forth per pricing schedule below:

QUARTERLY FEES	
Performance Fee	15.0% of Title IV-E Revenue paid to County

ANNUAL FEES	
Performance Fee	15.0% of Total Case Management Revenue paid to County

CONTRACTOR'S PROPOSED SCHEDULE

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

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

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Mina Mitri
Title: Contracts and Grants Manager
Address: 210 W. Temple St., 19th Floor
Los Angeles, CA 90012
Telephone: 213-974-2843
Facsimile: N/A
E-Mail Address: MMitri@pubdef.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name: Sung Lee
Title: Department Finance Manager II
Address: 210 W. Temple St., 19th Floor
Los Angeles, CA 90012
Telephone: 213-974-3801
Facsimile: N/A
E-Mail Address: SLee2@pubdef.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Mina Mitri
Title: Contracts and Grants Manager
Address: 210 W. Temple St., 19th Floor
Los Angeles, CA 90012
Telephone: 213-974-2843
Facsimile: N/A
E-Mail Address: MMitri@pubdef.lacounty.gov

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: Megan Milas
Title: Senior Vice President
Address: 1711 E Beltline Road
Coppell, TX 75019
Telephone: 972-406-3737
Facsimile: N/A
E-Mail Address: MMilas@jbi-ltd.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Robin Liu
Title: Chief Operating Executive
Address: 1711 E Beltline Road
Coppell, TX 75019
Telephone: 972-406-3772
Facsimile: N/A
E-Mail Address: RLiu@jbi-ltd.com

Name: Megan Milas
Title: Senior Vice President
Address: 1711 E Beltline Road
Coppell, TX 75019
Telephone: 972-406-3737
Facsimile: N/A
E-Mail Address: MMilas@jbi-ltd.com

Notices to Contractor shall be sent to the following:

Name: Megan Milas
Title: Senior Vice President
Address: 1711 E Beltline Road
Coppell, TX 75019
Telephone: 972-406-3737
Facsimile: N/A
E-Mail Address: MMilas@jbi-ltd.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contractor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 INTENTIONALLY OMITTED

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract 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 contract.

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 contract. 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 contract 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 contract. 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

INTENTIONALLY OMITTED

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract 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 contract. 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 contract.

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 contract. 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 contract 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 contract.

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 contract 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 contract. 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 contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The 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
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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 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 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.

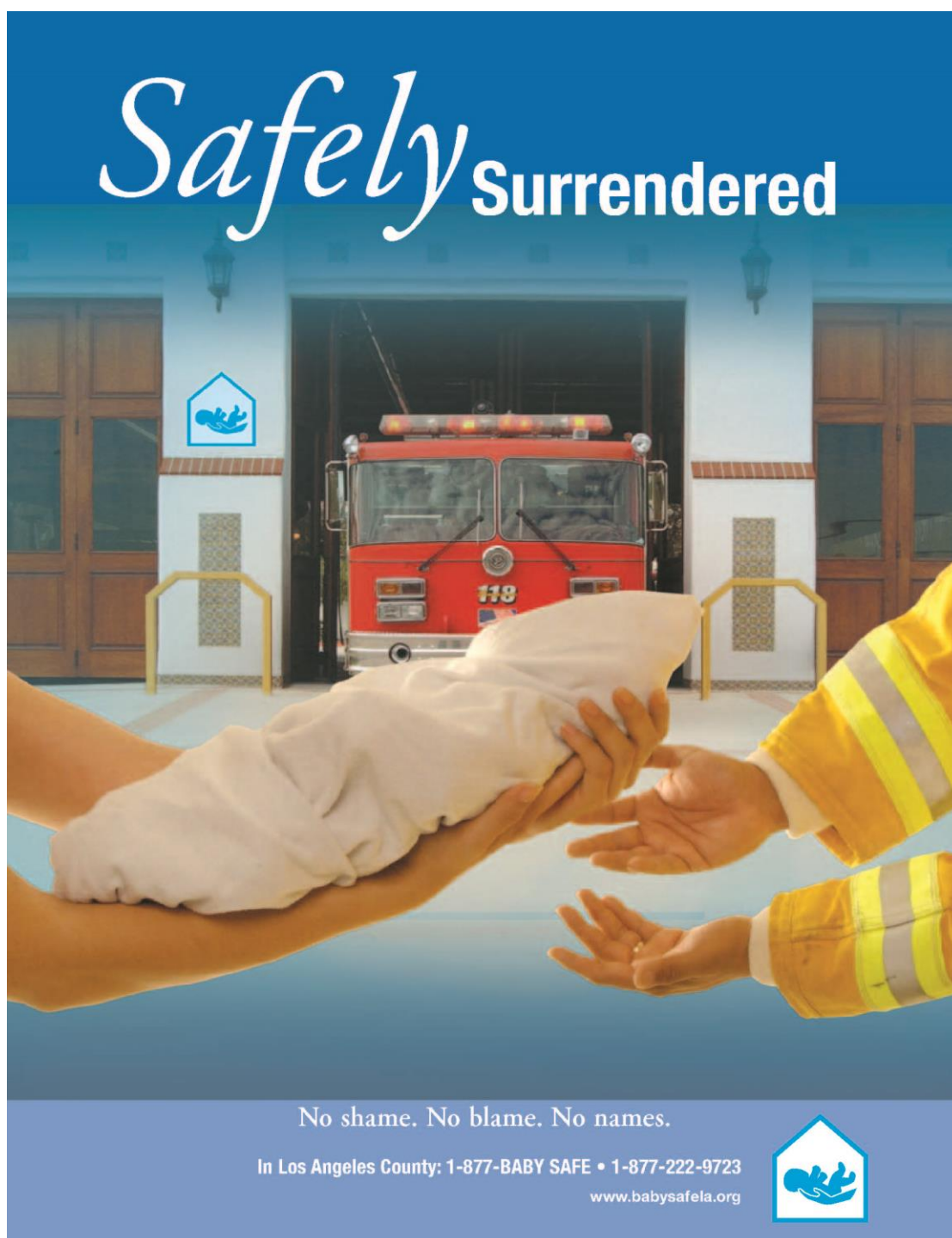
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“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)


SAFELY SURRENDERED BABY LAW



Safely Surrendered

No shame. No blame. No names.

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

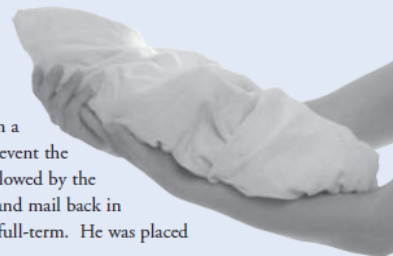
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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.



FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

J1 INTENTIONALLY OMITTED

J2 INTENTIONALLY OMITTED

J3 INTENTIONALLY OMITTED

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU)*

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

INTENTIONALLY OMITTED

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

INTENTIONALLY OMITTED

(To Be Completed By County and attached to J1 and/or J2)

INTENTIONALLY OMITTED

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a

toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

Chapter 5.09 SEXUAL HARASSMENT POLICY

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

5.09.030 Responsibilities of county personnel.

- A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment.

Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

- B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

1. The county's sexual harassment policy is disseminated to every employee in the department;
 2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
 3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.
- C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:
1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
 2. Ensuring that all personnel decisions are made in accordance with this policy; and
 3. Implementing and/or recommending immediate and appropriate corrective action when warranted.
- A. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:
1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
 2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
 3. Investigating employee complaints of sexual harassment when filed with the OAAC;
 4. Responding to charges of sexual harassment filed by county employees with State and Federal enforcement agencies; and
 5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by Federal or State law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994

**SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION
PROHIBITED FORM**

A copy of this completed document must be forwarded to the Los Angeles County Public Defender's Office Contract Manager within five (5) business days of start of employment. All staff assigned/working under the Contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

Los Angeles County Public Defender's Office
Attn: Contracts & Grants
210 W. Temple St., 19th Floor
Los Angeles, CA 90012

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Chapter 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the Count's Defaulted Property Tax Reduction Program during the term of any award contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Chapter 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
 - 3. A purchase made through a State or Federal contract;
 - 4. A contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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 Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:	By:	Its:
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract For:	Service:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Chapter 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any award contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Chapter 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of County Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

Signature of County Representative

Date

Signature of Contractor Representative

Date

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information, which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Public Defender has a policy of protecting the confidentiality of CORI.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Public Defender's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal code.

I have read and understand the Public Defender's policy concerning the confidentiality of CORI records.

SIGNATURE

NAME (Print)

CLASSIFICATION

DATE

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by County during the term of this Contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of County surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, Contractor performance will be compared to the contract standards.

The Public Defender may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance, which may be used include, but are not limited to, the following:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings
- Information from Contractor Reports

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Exhibit U. When the performance does not meet this standard, Contractor will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a Contract Discrepancy Report (CDR) may be completed and forwarded to the County's Program Manager. The complaint will be investigated, if necessary, and may be brought to the attention of Contractor.

Contractor shall be required to explain, in writing, within ten (10) business days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. Contractor will pay County for liquidated damages as provided herein.

The assessment of monetary damages against Contractor for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart below.

Liquidated Damages

Periodically, Contractor's performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQLS, using the method of surveillance. If Contractor's performance falls below the AQLS, liquidated damages shall be paid by Contractor as set forth below in the Performance Requirements Summary (PRS) Chart. Contractor will be notified promptly of any performance variance identified.

Corrective Action

Contractor shall be required to immediately correct those activities found by the Probation Department to be unacceptably performed at no additional cost to County.

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REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0 (Scope of Work) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per Occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment pursuant to Subparagraph 7.4.1 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per Occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.4.2 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per Occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.4.6 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified

TITLE IV-E RMS IMPLEMENTATION

JB I has developed a versatile Web Based RMS time study that is currently used in multiple states for Title IV-E Administrative Claiming and has been approved by the California DSS. JB I will assist the county by implementing our Web Based RMS to accurately capture the juvenile department's time.

The RMS is a technique for scientifically determining the amount of effort spent by a group of employees on various activities. A RMS study consists of several individual observations of employee activities taken at random intervals. The RMS produces a random selection of observations for the population during the reporting period. The sampling frame is constructed to provide each participant in the pool an equal chance to be included in each sample observation. The sampling occurs with replacement, so as the participant and moment is selected, each is returned to the potential sampling universe. Each participant has the same chance as any other participant to be selected for each observation.

JB I's Web Based RMS can run various reports based off the RMS results. JB I uses these reports to determine if any one individual needs additional training, or if certain codes are getting used more than others. With the web-based system JB I is also able to have instant control over the accuracy of the time study. The web-based system allows JB I to immediately provide a quality assurance process on the activities submitted by the participants. If JB I has a question about the accuracy of the observation moment, we simply e-mail back the participant for clarification.

Because JB I has a web-based RMS already in place, the time frame for getting the web-based system up and running for the county will be approximately two months. The two months will allow for training of staff on the time study and any JB I data entry necessary to operate the web system. The time study participants have commented that JB I's system is "user friendly". Our goal is to reduce the workload of county staff.

JB I email addresses will need to put on the county safe list and the JBIRMS and JBITIMECERT websites will both need to be accessible by county staff. JB I will work with your county IT Department to ensure no delays once the RMS starts. If the county has a Probation Intranet it is recommended a link to the JBIRMS and JBITIMECERT be added.

Prior to the RMS startup JB I will review current time study staff compared to the entire department. Once the staff are confirmed to time study the county will provide name and email address to JB I. Once JB I receives this information JB I will designate staff as observers, observer/participant or participant.

Time Study Roles:

Participant – receives and responds to random moments. Participants are usually individuals who carry a case load of potentially reimbursable youth or staff who conduct other types of reimbursable activities.

Observer – supervises time study participants in the time study. Observers are usually administrative staff who directly supervise individuals and/or units that participate in the time study.

Observer/Participant – completes participant and observer roles

Profile Setup:

- a. JBI will generate profiles for observers and observer/participants.
 - i. Email is generated and sent to county staff.
- b. County observers will receive an email and be prompted to log in to system and setup an account. Detailed instructions/manual are provided to the staff.
 - i. Complete Contact Information.
 - ii. Create Username and Password.
 - iii. Choose Security Question/Answer.
- c. JBI approves or disapproves the observer profiles.
- d. After the observer's complete profiles participant profiles will be generated.
 - i. Email is generated and sent to county staff.
- e. County participants will receive an email and be prompted to log in to system and setup an account. Detailed instructions/manual are provided to the staff.
 - i. Complete Contact Information.
 - ii. Create Username and Password.
 - iii. Choose a Security Question/Answer.
 - iv. Select a Time Study Observer.
 - v. Input work schedule.
- f. County observers will approve participant's profiles.
 - i. County observer will receive an email prompting them to complete the process.
- g. Once all profiles are setup the study can be generated.

*Please note profiles setups can be done during initial training.

Account Setup and Time Codes (Pin Codes)

- a. Account Setup

- i. JBI conducts a Q&A session with county staff covering:
 - 1. Case ID and pattern
 - 2. Job Titles
 - 3. Job Numbers, if applicable
 - 4. Locations
 - 5. Staff Schedules
 - 6. Federal programs
- b. Time Codes
 - i. JBI will review current time codes being utilized.
 - ii. JBI will make time code recommendations.
 - iii. JBI and County will discuss time code recommendations.
 - iv. Time Code definitions will be finalized.
 - v. All staff interacting with the RMS will be training on the RMS and Time codes.
 - 1. JBI will train county participants on RMS
 - a. How to use RMS
 - i. Profile
 - ii. Work hours
 - b. How to answer moments

Answering a moment is a very quick and easy process.

Step 1: Was the activity client related? Yes or No;

Step 2: Choose a type;

Step 3: Select a code:

- If yes, you will only see codes that are client related
- If no, you will see non-client related codes

This tier down process allows the participants to only view codes that they would use not all the codes;

Step 4: Enter brief comment; and

Step 5: Sign and submit moment.

JBI Justice Benefits, Inc.
1-800-545-6490

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Log Out Home Start Over Go Back to Activity Selection

Christi Ware

Location: Central Office
6/14/2012 @ 10:13:00 AM

Department: Juvenile Probation Department

Was this activity client related?
☒ YES ☐ NO

Case ID: 20121234

06 - Monthly Group Home Visit

Comments

Visiting minor at group home.

By typing your name and clicking "Submit", you affirm that you are the actual participant, that you have been trained on time study codes, and that you have participated to the best of your ability.

Form Completed By: Christi Ware

SUBMIT

- c. Time Code Definitions
 - d. RMS Quality Assurance
 - e. Email Alerts
 - f. Forgotten Login
 - g. Starting a new time study
 - h. Documents
2. JBI will train county observers on RMS
 - a. How to use RMS
 - b. Observer Responsibilities
 - c. Quality Control Moments
 - d. Proxy Moments
 - e. Approving Profiles
 - f. Email alerts
 - g. Reports
 - h. Documents
 3. JBI will train county account administrators on RMS
 - a. Reports
 4. Time Code Training
 - a. Reasonable Candidate Time Codes
 - b. Other Time Codes
 - c. Foster Care and Extended Foster Care Time Codes
 - d. Non-Person Related Time Codes

Once the RMS training is complete and all profiles have been completed and approved JBI will generate the study and the county will start to receive moments. Observation moments are received through email. Once the email is received the participant will log on to the system and go through an easy five step process to complete the moment (outlined above). The participant will choose a code, write a comment and submit the moment. All original

observation moments must be filled out within 72 hours from the time of the moment excluding weekends and holidays. After the participant complete the moment JBI will complete a two – step review of the moment. If JBI has a question about the accuracy of the observation moment, we simply email back the participant for clarification.

The county observers will also be required to conduct a quality assurance on a sample of moments. Per the Division of Cost Allocation, there will be an additional 10% quality assurance process on all time codes. When the JBI RMS system generates the quarterly RMS moments, it will note on 10% of the sample moments which ones will need to be part of the 10% QA process.

The observer will receive an email stating that they have a Quality Control moment. The observer will then log into the system and see a transaction history of moments that have occurred thus far that the observer has not signed off on. The observer can click on each transaction to pull up the detail screen which will provide the details of the selected moment. The observer will attest to the validity of the moment by clicking an “agree” or “disagree” button and provide his or her electronic signature.

Once the observer signs off on a moment, the moment will disappear from the transaction history log. If the observer disagrees with the moment, the observer will note why in the comments box and click submit. An automated email will be sent to the participant letting them know their observer disagreed with the moment and they need to complete the moment again.

TITLE IV-E RMS TRAINING

The IV-E program is very detailed, and it is important to stay on top of all policies. To assist with this, JBI provides training prior to each time study once IV-E has been implemented, JBI will still be available for refresher training or training new staff as needed. County staff can reach our Juvenile Programs staff at any time with a toll-free telephone number. We want to ensure that county staff is not burdened by additional paperwork throughout this process

Initial RMS Training is outlined under the RMS Implementation section above. As new employees are hired, or as JBI determines it is needed or the county requests, additional routine training is provided. JBI feels that ongoing training is pertinent to keeping the participant up to date on any coding changes or time study issues. JBI continually strives to improve the RMS and will conduct trainings to ensure participants and supervisors understand any updates to the system. JBI provides onsite training and conducts webinars as needed. JBI recognizes that each department has different needs. Our versatile RMS allows us to easily customize the RMS to meet the structure of each department. The JBI Web Based RMS allows county staff to receive time study results for days, weeks, and months, quarters or annually.

Webinars

In addition to onsite trainings, JBI offers webinars to provide updates regarding policies and procedures with IV-E claiming. This is a unique service which has proved beneficial for staff that may be spread out in different buildings or in different areas of the county. The JBI webinars are at no additional cost to our clients. A webinar is used to conduct live meetings or presentations via the internet. In a webinar, each participant sits at his or her own computer and is connected to other participants via the internet. The attendees will simply enter a website address to enter the webinar.

Trainings are conducted on an ongoing as needed basis. All staff will initially receive RMS, Case Plan and Candidacy Training. When new staff are added JBI will provide the same training to them. If county staff feel that they need one on one training JBI will provide the training as needed. At a minimum of annually onsite refresher trainings will be conducted.

All staff will initially receive RMS Training. When new staff are added JBI will provide the same training to them. If county staff feel that they need one on one training JBI will provide the training as needed. At a minimum of annually onsite refresher trainings will be conducted.

TITLE IV-E RMS AUDITING

JB I has developed a detailed auditing procedure for our IV-E clients. It is crucial to have a system of checks and balances in place with IV-E claiming. JB I staff will use two different tools to ensure proper claiming and record retention while onsite with the county. These include the Random Moment audit and a detailed Financial audit. Prior to JB I coming onsite for an audit, JB I will request that the county have specific case files and financial documents ready for review. Listed below are some of the specifics JB I will review when conducting these audits.

1) Random Moment audit.

The time study monitoring tool is used to audit the actual RMS time study moments. At the end of the quarter or continuously JB I will review all reimbursable moments. In order for the moment to be in compliance and accepted in the study it must pass all parts of the audit. This process ensures the claims being submitted for payment contain accurate information. Auditing RMS time study moments also provides additional training and insight for our clients. JB I reviews all types of moments to ensure that each type of moment is being coded accurately. JB I will select populations of unallowable codes to test them for the potential of being allowable. JB I will review cases for retro candidacy, foster care and possible candidate or foster care coding.

At the end of an audit, JB I provides a written report and informs our clients of inaccuracies in hopes the same errors will not continue in future time studies.

The time study monitoring tool reflects the following information:

- Sample date – the date participant receives the moment.
- Sample time – the actual time the participant will record his activity.
- Participant name – tracks which participant's moment you are auditing.
- Child's ID # - a record is kept of the child's information for the auditor to review case files and case notes.
- Description of Activity – exactly what the participant listed as the activity they were participating in.
- Code selected – the actual code the participant selected.
- Code is correct for activity described- used to verify if what the participant listed as the activity, they were participating in matches the code the participant selected.
- Supporting documentation supports moment.

2) Financial audit.

This audit reviews the quarterly financial data that is used for reimbursement in the IV-E claim. The detailed audit reviews what is currently being claimed as well as all other funds related to the department. This process ensures that all allowable reimbursable costs are

being claimed. Each year JBI will come onsite and pull a sample of transactions from the supplied data. JBI will then verify the expenditures by reviewing receipts, expense reports, etc.

Once an audit has been completed, JBI will provide the county with our written recommendations and a corrective action plan, if needed. This allows the county supervisors to see any needed changes and allows JBI to work with County staff on our recommended action plan. After audits are completed training will be conducted for staff in need of refreshers based on findings.

3) Timeline/Measuring Outcomes

Once the contract is completed JBI will initially conduct kick-off meetings immediately.

Week 1 – 2 of engagement

- a. Introduction Meeting.
 - a. Determine timelines.
 - b. Develop process.
- b. Financial Meeting.
- c. Operation Meeting.
 - a. Review time study list.
 - i. Observers.
 - ii. Participants.
 - b. Account specific items.
 - c. Demo RMS.
 - d. Discuss time codes.

Week 3 – 4 of engagement

- a. RMS Training.

RMS starts

- a. 800 number is available.
- b. Onsite assistance.
- c. Reviewing moments.
- d. Analyzing time codes.

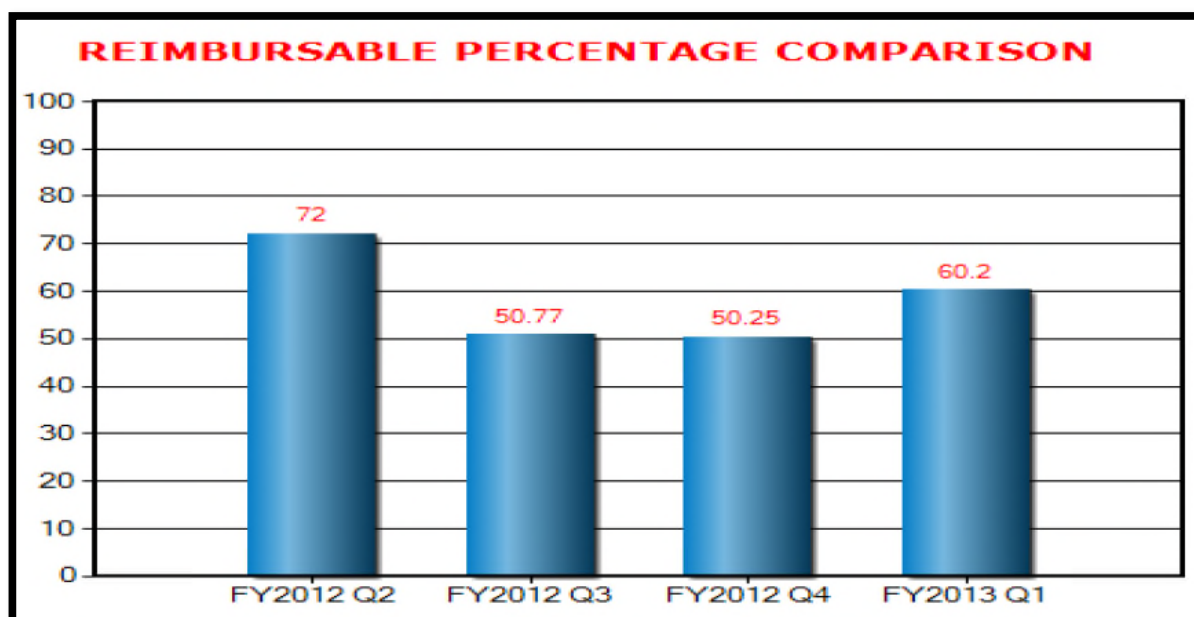
Quarter closes

- a. Case file audits completed.
- b. Follow up training.

TITLE IV-E RMS REPORTING

The Web Based system is capable of running various reports based off the RMS results. JBI uses these reports to determine if any one individual needs additional training, or if certain codes are getting used more than others.

With our RMS, the county will be able to access various RMS reports to help monitor time study results. For example, this chart graphs the last 4 quarters of time study results. This allows the county to quickly analyze the time study and make future predictions regarding budgets, claiming and trainings.



Another reporting feature, the Moment Report, can be run for a quarter or specified time frame. It highlights which codes have been used and the moments that have been missed. The color breakdown shows reimbursable codes, non-reimbursable codes and missed moments.

PARTICIPANT	SECTION 1	SECTION 2	TOTAL
John Doe	01 - Non-Client Related	07 - Probation Only	4
		10 - General Administration	1
		12 - Lunch	4
	02 - Client Related	02 - Court Related Activity-Foster Care	3
		025 - Non-Minor Dependent Eligibility	1
		03 - Preventative Services-Case Management	2
		04 - Case Management-Foster Care	1
		06 - Monthly Group Home Visit	4
		07 - Probation Only	10
		TOTAL:	30
Jane Doe	01 - Non-Client Related	10 - General Administration	1
		12 - Lunch	3
		13 - Non-Allocable	11
	02 - Client Related	02 - Preventative Services-Court Related Activity	3
		03 - Preventative Services-Case Management	1
		07 - Probation Only	6
Christi Ware	01 - Non-Client Related	10 - General Administration	8
		14 - Leave without Pay	2
		00 - Missed Observation	2
	02 - Client Related	02 - Preventative Services-Court Related Activity	2
		03 - Preventative Services-Case Management	1
		07 - Probation Only	15
Callie Barcus	01 - Non-Client Related	13 - Non-Allocable	6
	02 - Client Related	07 - Probation Only	22
		TOTAL:	39
Jessica Patterson	01 - Non-Client Related	10 - General Administration	1
		13 - Non-Allocable	6
		14 - Leave without Pay	4
	02 - Client Related	02 - Preventative Services-Court Related Activity	2
		03 - Preventative Services-Case Management	3
		07 - Probation Only	11
		TOTAL:	27

Account Moment Report – this option allows you to view and print random moments for specific participants, time periods, codes and numerous other combinations.

Account Moment Reports allow for the observer to filter data based on:

- A particular study.
- Date ranges.
- An individual participant.
- A certain department.
- A specific code.
- A specific case ID.

FILTERS

Study: STUDY FROM: 03/25/2015 TO: 03/29/2015 ▼

Date Range: 03/25/2015 TO 03/29/2015

Participant: Select A Participant ▼

My Participants: ☒ As Primary Observer ☒ As Backup Observer

Department: Juvenile ▼

Sec 1: 02 - YES - Did this activity involve a person? ▼

Sec 2: RC - Reasonable Candidate ▼

Sec 3: 03 - Preventative Services- Case Management ▼

Case ID:

Max Lines Per Page: 45 This is for the Printer

☒ Show Department
☒ Show Comment
☒ Show Case ID
☒ Show Candidate Date of Birth
☒ Show Case Plan Sign Date
☒ Show SEC 3 Details
☒ Show Location

[Clear Filters](#) [Generate Report](#)

An observer may also indicate the data they wish to be displayed on the report such as:

- Department
- Participant Comments
- Case ID
- Candidate Date of Birth
- Case Plan Sign Date
- Section 2 Details
- Site Location

The RMS is able to capture many forms and data. Once the county reviews the system JBI will build reports and train staff on accessing reports as needed.

TCM MEDI-LOG IMPLEMENTATION

JBH provides Targeted Case Management (TCM) claiming for local claiming agencies and has a project design that is comprised of 6 key components. These components ensure all state and federal guidelines are followed when building a TCM program and submitting TCM encounter invoices and cost reports.

TCM Work Plan Components

1. Planning
 - a. Review Phase
 - b. Planning Phase
2. Implementation
3. Support and Monitoring
4. Invoice, Cost Report and Compliance Assurances
5. Audit Files and Support
6. Performance Outcome Measures

Planning

Review Phase: JBH will review agency's operations, including organizational structure, workflows, financial data, technology, and current TCM claiming, if any, in order to structure a TCM program that includes: minimal operational disruption; compliance with federal and state requirements; and optimal reimbursement.

Business Operations Review Purpose:

- o Ascertain case management workflows, including assessments; case/care plans; brokerage activities and common referral recipients; and monitoring/follow-up activities, including how each component is documented;
- o Ascertain other potentially claimable costs;
- o Determine how best to align Agency's practices with TCM claiming, including determination of which Agency units and personnel engage in claimable activities; and
- o Determine the qualifications of all participating Agency staff who will engage in TCM activities, including review of Agency's case management training.

Business Operations Review Components:

- o Review Comprehensive Organizational Chart(s);
- o Review job titles, job descriptions, and duty statements;
- o Review case management handbook;
- o Review description of types of caseloads, number of staff assigned to each type of caseload, and average caseload size by type;
- o Review workflow mapping of the case management process;
- o Meet in person with Agency management, supervisory, and line personnel who are familiar with the overall structure of the Agency and the day-to-day activities of

personnel in each unit of the Agency, including tasks and how those tasks are documented; and

- o Follow-up in person meeting(s) with appropriate Agency supervisory and line staff in units that engage in claimable activity.

Financial Data Review Purpose:

- o Ascertain budget units;
- o Ascertain revenue sources and revenue percentages by job classification or by individual;
- o Obtain all necessary information to accurately develop an estimate of the Agency's claiming potential, including revenue sources; salaries and benefits; other claimable direct costs; and claimable indirect costs; and
- o Review sources of all necessary financial data upon which JBI can accurately and compliantly prepare TCM encounter invoices and the TCM cost report; introduce procedures to ensure adequate documentation exists if an audit occurs.

Financial Data Review Process Components:

- o Review of the Agency's general ledger and chart of accounts;
- o Review of the Agency's payroll;
- o Meet in person with the Agency's fiscal staff and team as designated by the Agency.

Review of Technology Purpose:

- o Gain in-depth knowledge of the Agency's payroll system;
- o Gain in-depth knowledge of the Agency's tool(s) for completing and documenting assessments, case/care plans, referrals, and monitoring/follow-up;
- o Determine the technology platforms for the payroll system, general ledger, and case management;
- o Ascertain types and versions of other technology such as hardware (smartphones, tablets, laptops, or desktops) as well as type and version of the Web Browser used by the Agency; and
- o Determine how best to interact with and extract data from all affected Agency systems.

The Technology Review Process Components:

- o Review of payroll system;
- o Review of system(s) of record for documenting assessments, care/case plans, referrals, and monitoring/follow-up;
- o Review of financial system for the Agency's general ledger; and
- o Meet with (in-person or telephonic) with Agency Information Systems personnel who are responsible for the maintenance of systems of record and who are familiar with the Agency's hardware (type and version), affected software (type and version), as well as the Agency's Web Browser (type and version).

Review Phase Deliverables:

- o Summaries of the Business Operations, Financial Data, and Technology Reviews.
- o Recommendations on how to optimize reimbursement.

- o An estimate of the Agency's claiming potential based on the more comprehensive reviews.
- o General Implementation Plan based on anticipated go-live date.

Planning Phase: JBI will develop agency's TCM program based on information gathered during the Review Phase, with Agency guidance and approval. The Planning Phase begins immediately after completion of the Review Phase, when JBI will collaborate with the assigned Agency LGA (Local Government Agency) to develop comprehensive plans for LGA Coordination, Account Management, and Communication.

Planning Phase Purpose:

- o Identify appropriate personnel to participate in the Agency's TCM program;
- o Identify claiming units to which participating Agency staff will be allocated;
- o Identify participating Agency staff who are suited for some form of direct charging; and
- o Identify appropriate TCM activity codes at participating Agency staff level, and determine each participating Agency staffs' default schedule.
- o Plan schedule for on-site and telephonic meetings between designated parties.
- o Determine Agency's expectation of frequency of participating Agency staffs' time-entry, including the Agency's escalation plan for non-compliant participating Agency staff.
- o Determine escalation procedures in the event of non-conformance with the communication plan.
- o Determination of refinements, if applicable, to the Agency's assessment, care/case plan, and case management system(s).
- o Determination of how best to extract and review data from Agency's payroll, assessment, care/case plan, and case management systems for compliance assurance, invoicing, and auditing purposes. JBI will build and bear the costs of all interfaces between JBI systems and Agency systems.

Planning Phase Deliverables:

- o All state, federal, and local forms and filings necessary to support the structure of the Agency's TCM activities, which includes amending current filings, if applicable.
- o Account Management and Communications Plan.
- o Proposed Training Schedule.

Implementation

Strategic Implementation will ensure that the Agency staff meets all documentation, time survey, and training expectations for participation in TCM claiming.

Documentation:

- o JBI will ensure that all forms are filed on time and accepted by the appropriate state and federal agencies.
- o JBI will coordinate applications for National Provider Identifier (NPI) Numbers for all participating Agency staff, as needed, who will be providing TCM services, as well as for an organizational NPI for the Agency.

- JBI will survey and collect documentation from all participating Agency staff who will provide TCM services regarding their qualifications and training to ensure that each meets the minimum threshold required by the TCM program.

Time Survey:

- JBI will create a Medi-Log profile for each participating Agency staff based on the claiming unit grids and work schedules.
- Access to Medi-Log is role-based, with three types of users: Participating Agency Staff, Supervisor, and Executive:
 - **Participating Agency staff.** A participating Agency staff user has access to his or her time log and profile. A participating agency staff user also has access to a limited set of reports including the My Activity Report, My Completed Time Report, My Digital Signature Report, and My Digital Signature List Report.
 - **Supervisor.** A supervisor user has access to his or her time log and profile, and all participating Agency staffs' information that he or she directly or indirectly supervises and has the ability to approve or reject each of his or her direct report's time logs. A supervisor user also has access to a limited set of reports including the Staff Activity Report, Active/Inactive Staff Contact Information Report, Staff Reimbursability Report, Staff Completed Time Report, and Staff Digital Signature List by Status Report.
 - **Executive.** An Executive user has access to all functions which supervisor users have access, plus other available reports, including the Staff Activity Report for Department and TCM Reimbursability Report.

Training: JBI will provide training to ensure that all participating Agency staff have a thorough understanding of all components related to TCM time survey (Medi-Log – Electronic Time Survey System) and TCM Codes. Trainings will be set to accommodate convenient date(s), staff population and size, and availability.

Training Types:

- **State-Mandated, Time-Survey Training:** At least once per year, all participating Agency staff will receive a state-sanctioned training that is required by The California Department of Health Care Services (DHCS). The training will be led by JBI in coordination with the LGA.
- **Medi-Log Training:** JBI will train each participating Agency staff member on the platforms that the participating Agency staff expects to use to track his or her time, including training tailored for supervisor and director users.

Training Sessions and Support:

- **State-Mandated Time-Survey Training:** All participating Agency staff will have an initial session of approximately one and one half (1 ½) hours during which they will complete the State-Mandated Time-Survey Training. Depending on the number of participating Agency staff, JBI may schedule multiple sessions.

- Supervisor and Director Webinar Training: All supervisors and directors will be e-mailed a webinar training video that will review and instruct on Time Survey monitoring, reporting, and other administrative functions to be utilized in Medi-Log.
- Go-live Support. To ensure that participating Agency staff get the support they need, JBI will be available to answer programmatic and technical questions via email and telephone

Support and Monitoring

Resources

Account Manager: JBI will assign an account manager to the Agency who will serve as the primary point of contact between JBI and the Agency. The Account Manager will collaborate with Agency staff to set up all communication (telephone and on-site) necessary to carry out the Account Management and Communication Plan. The Account Manager will also work with the Agency to ensure continuous communication and accuracy in claiming is achieved.

Reference Materials: All participating Agency staff will have access to training materials, instruction manuals for all time survey platforms, reference sheets, FAQs, webinars and other reference materials developed by JBI for users.

Technical Support: JBI will maintain a live technical-support desk to respond to issues or questions regarding time survey software. Participating Agency staff will be able to access technical support via telephone or email.

Help Desk: JBI will maintain a live help desk to respond to questions about the TCM program. Participating Agency staff will be able to access the help desk via telephone or email.

Monitoring

Time-Survey Completion: JBI will regularly monitor all participating Agency staffs' time-survey completion statistics to ensure that participating Agency staff are consistently submitting time in accordance with the Account Management and Communication Plan.

Time-Survey Quality: JBI will regularly monitor all participating Agency staffs' time-survey completion statistics to ensure that participating Agency staff are accounting for their time consistent with Agency expectations based on job classifications and job duties.

Encounter-Documentation: JBI will regularly monitor all participating Agency staffs' time-survey data to determine when a TCM Encounter is recorded and ensure that participating Agency staff are timely and appropriately documenting the activity in the Agency's system(s) of record.

Notifications:

Participating Agency staff. Each participating Agency staffs' profile will be configured to receive automatic email notifications regarding late time-submission based on the Account Management and Communication Plan.

Supervisors and Directors. In accordance with the Account Management and Communication Plan, JBI will notify supervisors and directors of non-compliant participating Agency staff.

Reports:

Report Types	Report Description	Participant Access	Supervisor Access	Executive Access
Activity Reports	Staff/ Department Time Study Entries	X	X	X
Completed Time Report	Finalized Time Study Results	X	X	X
Digital Signature Reports	Completed/ Digital Signature Status	X	X	
Reimbursability Reports	Specific Code Reimbursability and Department Reimbursability			X
<i>*This chart only displays some of the reports that are available through the Medi-Log Portal. At the request of the agency, JBI can create and add reports to your Medi-Log system.</i>				

JBI will offer the following reports via Participating Agency Staff access in Medi-Log.

- My Activity Report – displays all participating agency staff's time study entries for any specified time frame.
- My Completed Time Report – displays all participating agency staff's finalized time studies that have been entered, signed by the participant, and approved by the supervisor for any monthly participation period.
- My Digital Signature Report – displays the participant's digital signature status for the most recently completed month. Participant may review their time study entries for that month and then digitally sign their time study. Once participant digitally signs time study, the page will continue to display the digital signature for that month until the next month has passed and is ready for a new signature.
- My Digital Signature List Report – displays the digital signature status (Unsigned, Signed by Staff Only, Dismissed, or Signed by Supervisor) for each monthly time sheet in any participation year. Participant may sign any delinquent or dismissed time sheets in this view.

JBI will offer the following reports via Supervisor access in Medi-Log.

- Staff Activity Report – displays all time study entries input by the Supervisor's individual staff members for any specified time frame.

- Active/Inactive Staff Contact Information Report – displays a list of each of the supervisor's staff members, their time study participant status (active or inactive), all contact information, and the staff's last login date.
- Staff Reimbursability Report – displays each of the supervisor's staff and their individual TCM reimbursable time percentages for any monthly or quarterly participation period.
- Staff Completed Time Report – displays each of the supervisor's staff and their individual finalized time studies that have been entered, signed by the participant, and approved by the supervisor for any monthly participation period.
- Staff Digital Signature List by Status – displays each of the supervisor's staff members and the status of their time study digital signature (Unsigned, Signed by Staff Only, Dismissed, or Signed by Supervisor) by any participation month. The Supervisor may approve or dismiss staff digital signatures from this page and review any outstanding time studies that need to be completed by their staff.

JBH will offer the following reports via Executive access in Medi-Log.

- Staff Activity Report for Department - displays an aggregate view of all time study entries input by each of the department's staff members for any specified time frame.
- TCM Reimbursability Report – displays the entire department's TCM reimbursable time for any quarterly or monthly participating period.

Invoicing, Cost Report, and Compliance Assurances

TCM Annual Cost Report:

- JBH will prepare the Agency's cost report reflecting the Agency's actual costs incurred for TCM activities for the year. To timely submit the cost report, the Agency will provide JBH with access to final financial data not later than August 1st following the participation year.
- Agency's total reimbursable costs for any given year for TCM activities will be based solely on its cost report. TCM Encounters are only intended to estimate the Agency's total costs for TCM activities for the year.
- In preparing the cost report, JBH will ensure that only data from time surveys reconciled with payroll data will be used to prepare the Agency's cost report.
- JBH will complete a thorough review of the Agency's financials and time survey results to determine where the Agency's reimbursement might be optimized. JBH will also make recommendations for the subsequent year to, again, optimize the Agency's reimbursement.
- JBH will submit Agency's cost to DHCS and will manage all inquiries and responses from DHCS.
- JBH will work with the LGAC in accordance with the LGA Coordination Plan to monitor inquiries, if any, from DHCS regarding the Agency's cost report and to coordinate responses to the inquiries.

Invoicing TCM Encounters:

- Compliance Assurance

- Capturing Encounters. JBI will verify that adequate documentation of activity coded as a TCM activity exists in the Agency's system(s) of record. Where adequate documentation exists, JBI will include the encounter on the Agency's Encounter Log.
- Undocumented Encounters. If JBI is unable to confirm that the participating Agency staff adequately documented an activity that could constitute a TCM Encounter, JBI will not include that encounter on the Encounter Log or in the Agency's Encounter Data submitted to the DHCS TCM system.
- Preparation of TCM Encounter Log: Consistent with the LGA Coordination Plan, JBI will maintain the Agency's Encounter Log capturing all encounters recorded by participating Agency staff.
- Submission of Encounters to DHCS: JBI will submit all Encounters for any given month to DHCS in accordance with the LGA Coordination Plan, directly to the DHCS TCM system. JBI will invoice DHCS for Agency's Encounters at least monthly.
- Receipt of TCM Encounter Record: The Agency's Encounter Log will include all TCM Encounters recorded by all participating Agency staff, regardless of Medi-Cal eligibility. Once the encounter data from the Encounter Log is submitted to DHCS, DHCS will determine which encounters are reimbursable. JBI will download the Agency's Encounter Record, which reflects which encounters are claimable; and will follow-up on any encounters that are deemed non-reimbursable for any reason other than the client was not eligible for Medi-Cal.
- Monitoring DHCS Review and Findings: JBI will monitor inquiries from DHCS, if any, that require the Agency's TCM Encounter Data and will coordinate responses to the inquiries.

Audit Files & Support

JBI will regularly communicate the status of all TCM cost report audits to designated Agency personnel. At the completion of the audit, JBI will prepare a written summary of the audit process and findings for Agency review.

Audit Files: JBI will support the Agency to maintain TCM audit files consistent with TCM program requirements, so the Agency can make these files available to DHCS or the Centers for Medicare and Medicaid Services (CMS) upon request.

Audit File Components:

- Time Surveys
- Financial Data that support costs included in the TCM Cost Report
- Case Manager Qualifications
- Case Manager Training Curriculum
- NPI numbers
- Cost Reports & Cost Report working papers
- Encounter Logs
- Time Survey Training Sign-in sheets
- All documents submitted to DHCS and CMS
- All documents received from DHCS and/or Audits & Investigation, and Medi-Cal outreach materials

- All contracts with LGA Host Agency and DHCS

Audit File Deliverables:

- Summary of all Agency TCM Claiming
- Provides Agency a clear explanation of the location of the Agency's Audit File(s) as described above. The Agency agrees that JBI may maintain a copy of the Agency's Audit File(s) pending the running of the time for DHCS or CMS to audit any fiscal year during which JBI provided program management services.
- Detailed instructions on how to download the Agency's Time Survey data from Medi-Log. JBI will maintain Agency Time Survey data in the Medi-Log database for six (6) months after submission of the exit report, providing access to Medi-Log for one Agency user. Thereafter the Agency's data will be archived and only available upon reasonable notice to JBI.

Support for TCM Encounter Audit:

- If the State or CMS audits the TCM program, then JBI will coordinate the Agency's response to any audits in accordance with the LGA Coordination Plan.
- JBI will coordinate compilation of all audit files and other data requested by DHCS or CMS.
- JBI may act as the Agency's point of contact for all TCM audit activities.
- If DHCS or CMS requests an on-site review, JBI personnel will be on-site at all times that DHCS or CMS is on-site.
- JBI will coordinate the Agency's response to any adverse findings.
- JBI will regularly communicate the status of all audits with designated Agency personnel. At the completion of the audit, JBI will prepare a written summary of the audit process and findings for Agency review.

Support for TCM Cost Report Audits:

- JBI will audit all TCM Cost Reports as a matter of course.
- JBI may act as the Agency's point of contact for all TCM Cost Report Audit activities during any audit.
- Should on-site review be requested by DHCS or CMS, JBI personnel will be on-site at all times that DHCS or CMS is on-site.
- JBI will coordinate compilation of all documentation requested by DHCS or CMS that is not included in the audit files.
- JBI will coordinate the Agency's response to any adverse findings, if any, in accordance with the LGA Coordination Plan. At Agency's request Contract will respond of behalf of the Agency.

Performance Outcome Measures

JBI will track the below performance areas on an ongoing basis to measure the efficacy of the TCM program, strategize areas of improvement, and identify opportunities for revenue maximization. The data will be collected through reporting features imbedded in JBI's Medi-Log system and customized reports tailored to the needs of the Agency.

- Department Wide Time Study Reimbursable Percentage
- Unit Time Study Reimbursable Percentages (if applicable)
- Individual Time Study Reimbursable Percentages
- Changes in Time Study Reimbursable Percentages at each reporting period
- Number of TCM clients identified
- Number of TCM encounters reported
- Accuracy in Documentation
- TCM Revenue Received
- Changes in TCM Revenue at each reporting period
- Number of correspondences received by JBI's helpline and JBI's help e-mail
- Changes to any of the performance areas after additional training has occurred

After data has been collected, JBI will analyze the results on a continuous basis to:

- Identify areas where additional training is needed;
- Identify individuals in need of targeted assistance;
- Enhance overall participant comprehension of program;
- Recommend process changes;
- Optimize accuracy in documentation;
- Ensure TCM clients are identified accurately;
- Inform department administration of ongoing progress;
- Maximize program revenue.

Once JBI has analyzed performance outcomes and identified areas for improvement, the results will be communicated to the client through ongoing, regularly scheduled TCM program calls. JBI will work in conjunction with department administration to implement strategies for program growth and success.

SOLE SOURCE REQUEST QUESTIONNAIRE

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies and Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

1. What is being requested?

A Sole Source contract with JBI, Ltd (dba Justice Benefits, Inc.) is being requested to provide federal and state revenue claiming support services to maximize County reimbursements and obtain audit support over the next 5 years (FY 2020-2026)

2. Why is the product needed – how will it be used?

For the first time since the enactment of Title IV-E of the Social Security Act in 1980, states can now claim federal matching funds to help pay the costs of attorney in representing certain children and their parents in child welfare legal proceedings. As of January 2019, the Office of the Public Defender is now eligible to seek reimbursement for many of our services as Title IV-E provides reimbursement of administrative costs of independent legal representation for a child who is a candidate for Title IV-E foster care or in a foster care setting. In general, claimable activities are court related activity directed to a child who is a candidate for foster care (i.e. at risk of removal from the home) and whose record indicates that without case management/preventative services, out of home care would be necessary. Court related and case management activities on behalf of youth in foster care placement settings are also claimable. JBI specializes in assisting state and local entities to maximize federal revenue reimbursement claiming. Federal and state programs are subject to strict rules, regulations, and guidelines as well as audits. The Office of the Public Defender requests approval of a contract with JBI to provide not only Title IV-E claiming assistance, but to assist us with Targeted Case Management (TCM), a Federal Reimbursement program that reimburses public agencies for providing case management services to Medicaid covered populations. Clients in identified populations, such as individuals in jeopardy of negative health or psychosocial outcomes (which is a vast majority of Public Defender clients. JBI developed proprietary software to compute claims in addition to documentation and use of state and federally approved forms to complete claims. JBI is very effective at assisting counties and cities in recovering federal reimbursement dollars. JBI will assist the Office of the Public Defender to accurately compile Title IV-E and TCM invoice documents required for federal revenue claiming. JBI follows the regulations of Title IV-E and TCM to gather time survey data, prepare quarterly invoices, provide staff training, conduct quarterly audits to ensure documentation compliance, and will provide support during annual funding audits. These services are requested as part of the Public Defender's resolve to maximize external revenue sources.

3. Is this “brand” of product the only one that meets the user’s requirements? If yes, what is unique about the product?

JBI is a full-service consulting firm that partners with local governmental agencies to assist in the preparation, documentation, and application of Federal reimbursement programs. With over 20 years of experience in federal reimbursements, JBI is well versed in all aspects of claiming. Since JBI's beginning in 1997, Title IV-E has been their main focus and expanded their Title IV-E business to California in 2013.

They have since partnered with 35 counties on Title IV-E claiming, including five Public Defender agencies. In California, JBI is looked to as an expert in Title IV-E and TCM federal reimbursement programs and is the only vendor to have been invited to provide joint trainings to the entire state of California with the Chief Probation Officers of California (CPOC). JBI developed proprietary software to compute claims in addition to documentation and use of state and federally approved forms to complete claims. JBI's programming specialists have developed three (3) unique web-based time study systems to meet the needs and requirements of our Office.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

Our Office contacted both Sivics Solutions and Public Consulting Group to no avail. Neither returned our communication attempts.

5. Will purchase of this product avoid other costs, e.g. data conversion, etc. or will it incur additional costs, e.g. training, conversion, etc.?

No.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

JBI developed proprietary software and has a proven expertise in developing and operating a Random Moment System (RMS). JBI has been running a RMS system since 1997 and implemented their web-based system in 2008. In California, 35 probation departments and five (5) public defender agencies utilize their RMS system.

7. Reasonableness of Price: Does the County obtain a percentage discount or special discount not available to the private sector?

JBI only supports county and city agencies and does not assist the private sector in obtaining state and federal reimbursement claims.

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

\$0

PURCHASING ANALYST CHECKLIST
FOR
SOLE SOURCE SERVICE REQUISITIONS

Before processing a sole source service-related requisition, the Purchasing Analyst must complete the following checklist:

	YES	NO
1. At least one of the following conditions must exist:	X	
a. The service cannot be performed adequately, competently, or satisfactorily by the County of Los Angeles.	X	
b. The service is of an extraordinary professional or technical nature, and is temporary in nature.	X	
c. The service is required on a part-time or intermittent basis.		X
d. The service is needed to provide an independent audit, evaluation, or analysis of County programs (Auditor-Controller's approval is required).		X
2. Has the department ordered the service prior to this request? If YES , answer the following:		X
a. How did the department pay for the prior services? _____ _____		
b. What is the total aggregate cost of the prior services/purchase orders? \$ _____		
c. Has a copy of the eCAPS expenditure report been attached? (i.e., on a year-to-year basis or in various project phases)		
d. Has a copy of the prior purchase order(s) been attached?		
3. Will the service be required on an on-going basis? (i.e., on a year-to-year basis or in various project phases).	X	
4. Is an adequate Statement of Work (SOW) included with the request?	X	
5. Has Board approval been obtained for the service? If YES , obtain and attach a copy of the Board Contract or Board adopted letter and forward the request to Purchasing Management.		X

MINA MITRI

8/20/2020

Purchasing Analyst Name

Date



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242
562-940-2501



RAY LEYVA

Interim Chief Probation Officer

December 15, 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:

**AUTHORIZE THE INTERIM CHIEF PROBATION OFFICER TO ENTER INTO A
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE AMITY FOUNDATION
TO PROVIDE REENTRY HOUSING SERVICES
TO POST-RELEASE SUPERVISED PERSONS**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This is to request that your Board authorize the Interim Chief Probation Officer to enter into a non-financial Memorandum of Understanding (MOU) with the Amity Foundation to provide reentry housing services to Post-Release Supervised Persons (PSPs).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Interim Chief Probation Officer to execute and enter into the attached non-financial MOU (Attachment) with the Amity Foundation to provide reentry housing services to PSPs.
2. Delegate authority to the Interim Chief Probation Officer to execute, amend, modify, terminate, and/or extend this MOU, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Interim Chief Probation Officer to enter into a non-financial MOU with the Amity Foundation to provide reentry housing services to PSPs released from prison. This MOU will allow the County to participate in the State of California's "Returning Home Well" initiative. The Returning Home Well initiative is a statewide \$30M program to provide parolees and postrelease supervised persons released after July 1, 2020 with community services. The Program is funded through a cooperative agreement between the State of California, Board of State and Community Corrections (BSCC), Department

of Corrections and Rehabilitation (CDCR) - Division of Rehabilitative Programs (DRP) and Amity Foundation. The State established the Returning Home Well initiative in response to the coronavirus pandemic which resulted in the expedited release of prisoners. Los Angeles County received nearly 3,000 expedited release inmates since April 2020. In addition to the expedited releases, the CDCR is now requesting that the County provide one location to drop off inmates that they transport because the individual is unable to use public transportation. This MOU would create a Community Transition Campus which will serve as an intake, screening, and assessment center for these newly released PSPs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

The proposed MOU is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The non-financial MOU includes all contractual requirements and will be executed upon approval as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will allow the Probation Department to provide enhanced services to its AB 109 population. The MOU allows Probation to expand its housing services, provides a centralized location for CDCR drop-offs, provide transportation to clients, and provide immediate housing to newly released PSPs. The increased need for housing combined with the budget curtailments makes it imperative that the County take advantage of this state-provided resource to provide services to the AB 109 population.

Respectfully submitted,

Ray Leyva
Interim Chief Probation Officer

RL:TH:JK:sb

Enclosure

c: Executive Officer
County Counsel
Chief Executive Office

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
AMITY FOUNDATION
TO PROVIDE REENTRY HOUSING SERVICES TO
POST-RELEASE SUPERVISED PERSONS**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2020 between Epidaurus DBA Amity Foundation hereinafter referred to as "Agency," and the County of Los Angeles Probation Department, hereinafter referred to as "County." For purposes of this MOU, Agency and County are each a "Party" and are collectively referred to as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish a non-financial agreement that outlines the responsibilities of the County and Agency for Los Angeles County Probation to participate in the State's Returning Home Well initiative services. The Program is funded through a cooperative agreement between the State of California, Board of State and Community Corrections (BSCC), Department of Corrections and Rehabilitation (CDCR) - Division of Rehabilitative Programs (DRP) and Amity Foundation to provide Recovery Housing (RRH) to Post-Release Supervised Persons (PSPs). The Program will be provided by Agency and its subcontractors to PSPs released to the jurisdiction of the Los Angeles County Probation Department.

II. TERM

The term of this MOU shall commence upon execution date and shall continue for one (1) year and shall automatically renew annually for up to three (3) years. Any additional renewals will be subject to approval by the County and Agency. This MOU may be terminated at any time, without cost, by either party upon thirty (30) days prior written notice to the respective party.

III. PAYMENT PROVISIONS

This is a non-financial MOU.

IV. AGENCY RESPONSIBILITIES

Agency shall provide Re-entry Housing Services which will include temporary, transitional, and sober living housing for PSPs released to Post-Release Community Supervision (PRCS) from the California Department of Corrections and Rehabilitation (CDCR), including both natural and early/expedited releases through its Specialized Treatment for Optimized Programming (STOP)

subcontracted network of providers. The following types of housing shall be provided:

Temporary Housing - Intake, Screening, & Assessment Center

The “Community Transition Campus” or “CTC” will serve as an intake, screening, and assessment center. The initial length of services authorization at the CTC will be ten (10) days and can be extended as needed. The Agency will ensure that the CTC facility includes on-site program staff 24/7. The Agency will ensure that the subcontractor provider (i.e. Hillsman) provides Wi-Fi connectivity, a minimum of one office, and land line telephone service at the CTC location.

Transitional Housing

The length of services at the transitional housing shall be up to 90-days with short extensions upon request if available. Transitional housing sites shall have a house manager available on-site 24 hours a day, 7 days a week.

Sober Living Housing

The length of services at the sober living housing shall be up to 90-days with short extensions upon request if available. Sober living housing sites shall have a house manager available on-site 24 hours a day, 7 days a week. Participants at the sober living facilities must also attend a SUD outpatient treatment service.

All housing services shall include the following:

- Safe, clean, and well-maintained housing facilities with adequate heat and ventilation that meets all local building, health, and safety standards;
- Participant access to the housing facility 24 hours a day, 7 days a week;
- Offer of three meals a day to include breakfast, lunch, and dinner at no cost to the participant;
- Automatic referrals and approval for stipends, transportation, and housing navigation services based on need and availability;
- Onsite laundry facilities available to participants at no cost; and
- Rooms with beds, mattress covers, clean linens, a pillow, blanket, and a personal closet/locker for storing clothes and personal effects.

V. COUNTY RESPONSIBILITIES

The referral process will originate from the County’s AB 109 Pre-Release Center (PRC). The PRC will identify PSPs who will be released from CDCR who have

special circumstances that require further assessment prior to placement or do not have housing upon their release from CDCR. Prior to the inmate's release, the PRC will arrange and secure STOP housing and provide an estimated time of arrival of the individual to the CTC. The PRC will also provide any pertinent individual information (e.g. health, medical, psychological) to STOP prior to release from CDCR (with appropriate signed release of information) to ensure treatment is targeted to address the needs of the PSP's CTC staff.

County will assign a minimum of one (1) Supervising Deputy Probation Officer and a minimum of two (2) Deputy Probation Officers (DPOs) to the Program. The DPOs will provide probation supervision services either onsite or remotely while the PSPs are residing at the CTC. Their schedules will be Monday through Friday 8:00 AM to 5:00 PM. Any issues that arise during the nights or weekends will be covered by the PRC (opened 24/7).

VI. CONFIDENTIALITY

The Agency shall maintain the confidentiality of all records and information relating to participants under this MOU. This shall be in accordance with the statutory provisions identified in this MOU, as well as all other applicable Federal, State, and County laws, ordinances, regulations, and directives relating to confidentiality. County and Agency shall inform all their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this MOU.

In no case, shall records or information pertaining to participants be disclosed to any person, except designated County employees, without the written permission of the County's Project Manager or authorized representative.

VII. INDEMNIFICATION

Agency shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents 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 or connected with the Agency's acts and/or omissions arising from and/or relating to this MOU.

County shall indemnify, defend and hold harmless Agency, its elected and appointed officers, agents and employees 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 or connected with County's acts and/or omissions arising from and/or relating to this MOU.

VIII. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Agency's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections VIII and IX of this MOU. 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 Agency pursuant to this MOU. County in no way warrants that the Required Insurance is sufficient to protect the Agency for liabilities which may arise from or relate to this MOU.

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 Agency's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Agency's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Agency and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU 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 Agency identified as the contracting party in this MOU. 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 (\$50,000.00) 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 Agency, 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:

**Susana Barrera, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

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

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 Agency's General Liability policy with respect to liability arising out of Agency'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 Agency's acts or omissions, whether such liability is attributable to the Agency 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.

3. Cancellation of or Changes in Insurance

Agency shall provide County with, or Agency'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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the MOU, in the sole discretion of the County, upon which the County may suspend or terminate this MOU.

4. Failure to Maintain Insurance

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

5. Insurer Financial Ratings

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

6. Agency's Insurance Shall Be Primary

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

7. Waivers of Subrogation

To the fullest extent permitted by law, the Agency 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 MOU. The Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8. Subcontractor Insurance Coverage Requirements

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

9. Deductibles and Self-Insured Retentions (SIRs)

Agency's policies shall not obligate the County to pay any portion of any Agency deductible or SIR. County retains the right to require Agency to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Agency'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.

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 MOU. Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following MOU expiration, termination or cancellation.

11. Application of Excess Liability Coverage

Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

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.

13. Alternative Risk Financing Programs

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

14. County Review and Approval of Insurance Requirements

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

IX. INSURANCE COVERAGE

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.

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 Agency's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
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 Agency 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 (30) days advance written notice of cancellation of this coverage provision. If applicable to Agency'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.
4. **Professional Liability-Errors and Omissions** insurance covering Contractor's liability arising from or related to this MOU, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this MOU's expiration, termination or cancellation.
5. **Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

X. SUBCONTRACTING

1. The requirements of this Agreement may not be subcontracted by the Agency **without the advance approval of the County**. Any attempt by the Agency to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
2. If the Agency desires to subcontract, the Agency shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
3. The Agency shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Agency's employees.
 4. The Agency shall remain fully responsible for all performances required of it under this Agreement, including those that the Agency has determined to subcontract, notwithstanding the County's approval of the Agency's proposed subcontract.
 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 Sub-Contractor employees, providing services under this Agreement. The Agency is responsible to notify its Subcontractors of this County right.
 6. The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractors employees. After approval of the subcontract by the County, Agency shall forward a fully executed subcontract to the County for their files.
 7. The Agency 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. The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. Before any Sub-Contractor employee may perform any work hereunder. The Contractor shall ensure delivery of all such documents to:

Susana Barrera, Contract Analyst

Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242

E-mail address: Susana.barrera@probation.lacounty.gov

XI. AMENDMENTS

This MOU may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversations by any officers, employees and/or

representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or the method of compensation shall be incorporated into this MOU by a written amendment that is properly executed.

XII. TERMINATION

Either party may terminate this MOU, in whole or in part, for any reason whatsoever with thirty (30) calendar days of advance written notice for the other party.

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IN WITNESS WHEREOF, the County and Agency have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of Agency for the warrants that he or she is authorized to bind Agency, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

By _____
RAY LEYVA
INTERIM CHIEF PROBATION OFFICER

Date

EPIDAURUS DBA AMITY FOUNDATION

By _____
CHIEF EXECUTIVE OFFICER

Date

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
ACTING COUNTY COUNSEL

By Jason C Carnevale
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

November 20, 2020

Date

LA County DHS: Overdose Education and Naloxone Distribution (OEND) Program

Opioid overdose is the leading cause of accidental death in the United States and in LA County (LAC.) In 2008, opioid overdose overtook motor vehicle crashes as the leading cause of accidental deaths and it has continued to rise ever since. In 2019, for people 18-50 years of age, opioid overdoses were the leading cause of death in the US. Substance use and overdose trends in LAC mirror those of California and the nation. In 2018, there were 587 deaths in LAC due to opioid overdoses, compared to 428 in 2015 (a 37% increase.) Opioid overdose deaths involving the use of fentanyl has increased dramatically in LAC, from 25 deaths in 2015 to 255 deaths in 2018 (a 920% increase over three years).^[i] Like most parts of the US, LAC has seen a large (58%) increase in opioid overdose deaths during the COVID19 pandemic.^[ii] Data from the LA County Medical Examiner-Coroner's Office involving opioid overdose deaths was geocoded and compared to 15 weeks of release addresses for people leaving jail from September 2019- January 2020. *Areas of LA County with the highest rates of opioid overdose deaths mapped closely to the same areas people leaving jail cited as their release address. This aligns with previous research showing that those leaving incarceration are at highest risk for opioid overdose.*^[iii]

Without the OEND program, LAC would likely have seen worse outcomes. Research conducted in 2016 looking at ten years of mortality data for every California county indicated that counties with an OEND program saw slower rises in deaths compared to counties without an OEND program. OEND programs didn't result in the death rate going into steep decline, but they did result in a statistically significant slowing of the rate of increase during a time when both state and national rates were skyrocketing.^[iv]

In 2019, DHS and the Office of Diversion and Reentry (ODR) launched the Overdose Education and Naloxone Distribution Program (OEND), which aims to reduce opioid overdose deaths in LA County by targeting reentry and other vulnerable populations for education and life-saving medication, naloxone. The program trains County health, housing, outreach and reentry service providers, community-based organizations, people who use drugs, and community members how to recognize, prevent and respond to an opioid overdose with life-saving overdose reversal medication, naloxone. OEND has opened new overdose prevention education and naloxone access points in underserved areas of LA County that provide harm reduction services and connections with other health and social services.

In January 2020, ODR partnered with LASD to launch a large-scale naloxone on release program in LA County jails. Overdose prevention and response education along with free naloxone is provided to everyone leaving the jails through the Inmate Reception Center (IRC) and Century Regional Detention Facility (CRDF). To date OEND has distributed over 49,000 doses of naloxone to people leaving LAC jails. We believe this to be the largest jail naloxone program.

ODR currently implements pre-arrest diversion through the Law Enforcement Assisted Diversion (LEAD) program that provide person-centered, harm reduction community- based support for people who use drugs. ODR also has two other substance use diversion programs and harm reduction initiatives in development.

^[i] Los Angeles County Chief Medical Examiner Office, unpublished data, 2019

^[ii] Davidson PJ, unpublished analysis of LA County Coroner data 2019-2020

^[iii] Merrill, E. L., Kariminia, A., Binswanger, I. A., Hobbs, M. S., Farrell, M., Marsden, J., ... & Bird, S. M. (2010). Meta-analysis of drug-related deaths soon after release from prison. *Addiction*, 105(9), 1545-1554.

^[iv] Davidson PJ, Wheeler E, Proudfoot J, Xu R, Wagner KD. Naloxone distribution to drug users in California and opioid-related overdose death rates. *Drug and Alcohol Dependence*. 2015;156:e54.

doi:10.1016/j.drugalcdep.2015.07.1064

LA County DHS Overdose Education & Naloxone Distribution (OEND) Program

A Harm Reduction Opioid Response for
People with Justice System Involvement



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Opioid Overdose

Leading cause of accidental death in the United States and in LA County.

2019 leading cause of death for people 18-50 in the US.

Like most of the US, LA County has a large (58%) increase in death during COVID19.

In US, OD overtook motor vehicle accidents as leading cause of accidental deaths in 2008 and it continues to rise.



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Reentry and Opioid Overdose Risk

Washington (NEJM 2013; AIM 2009)

Overdose was the leading cause of death among former prisoners.

Opioid overdose was most common during the first two weeks following release from jail or prison.

North Carolina (AJPH, 2018)

230,000 former inmates in North Carolina released 2000-2015 to NC.

At 2-weeks Opioid Overdose Death risk among former inmates was **40x** as high as other NC residents; **Heroin 74x**.

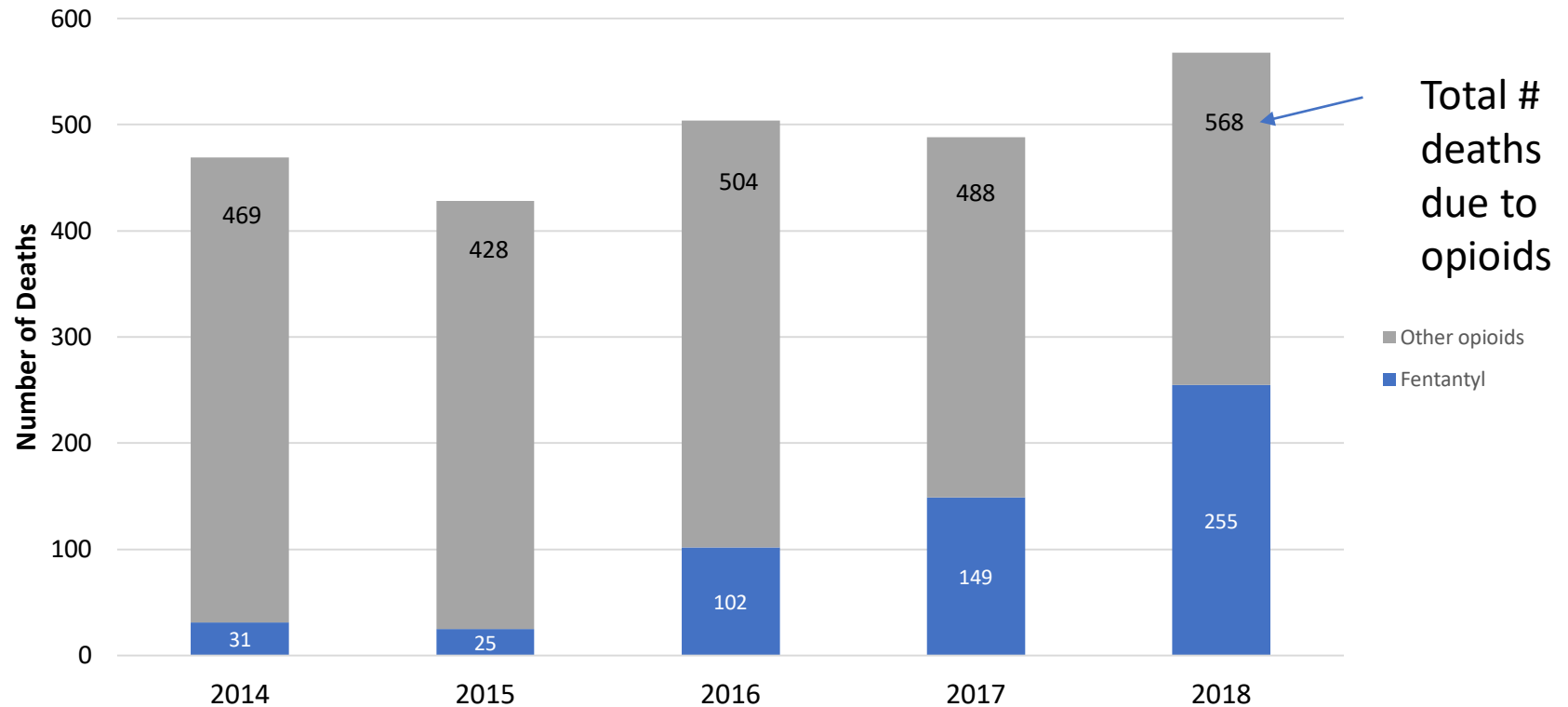


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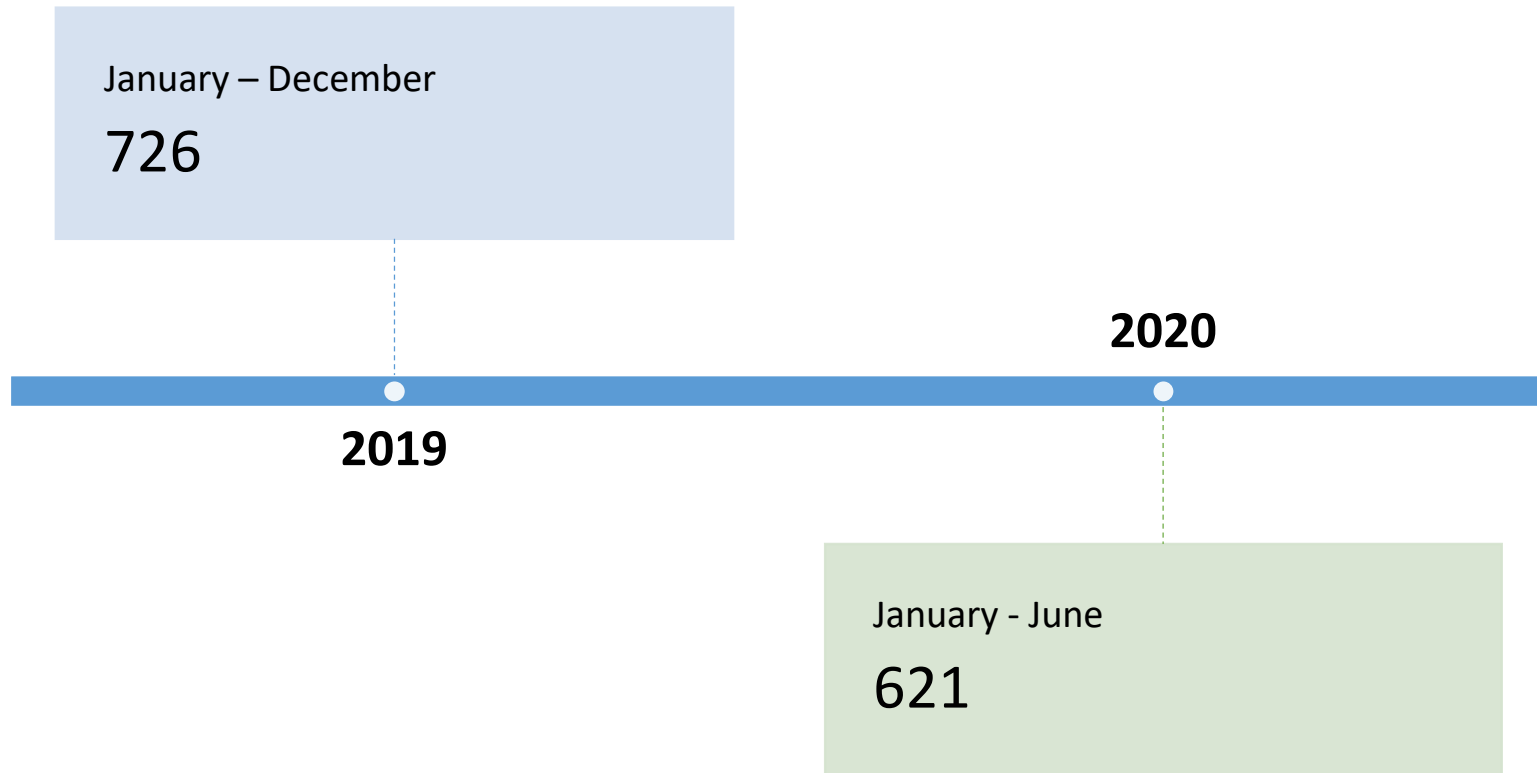
Unintentional Opioid Deaths: Los Angeles County 2014-2018



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LA County Opioid Overdose Deaths



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LA County Coroner Data

January 1, 2019 – June 6, 2020

Rolling 30 day average (OD blue, fentanyl-involved red)



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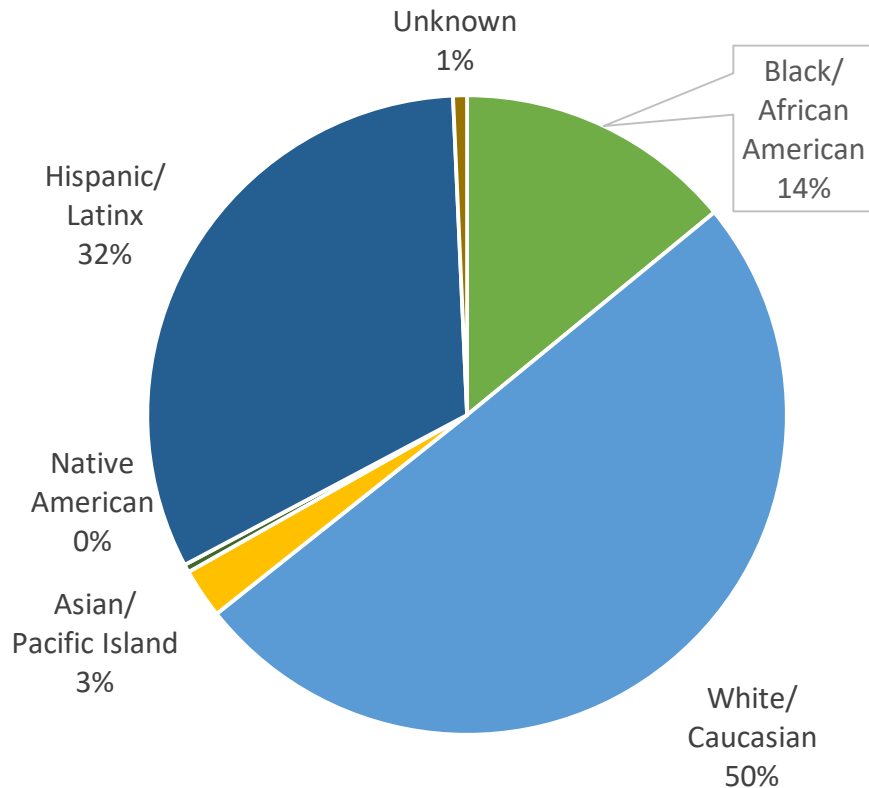
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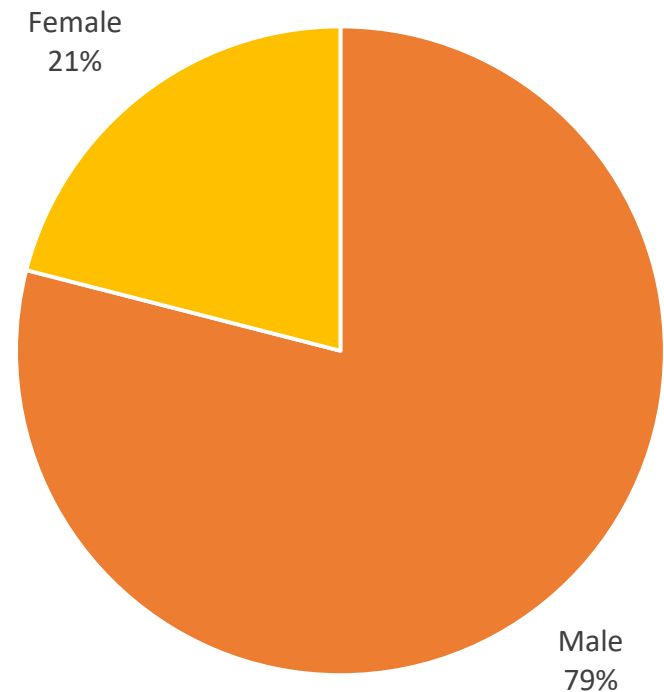
Race + Gender in LAC Opioid OD Deaths

January 1, 2019 – June 6, 2020

Race/ Ethnicity

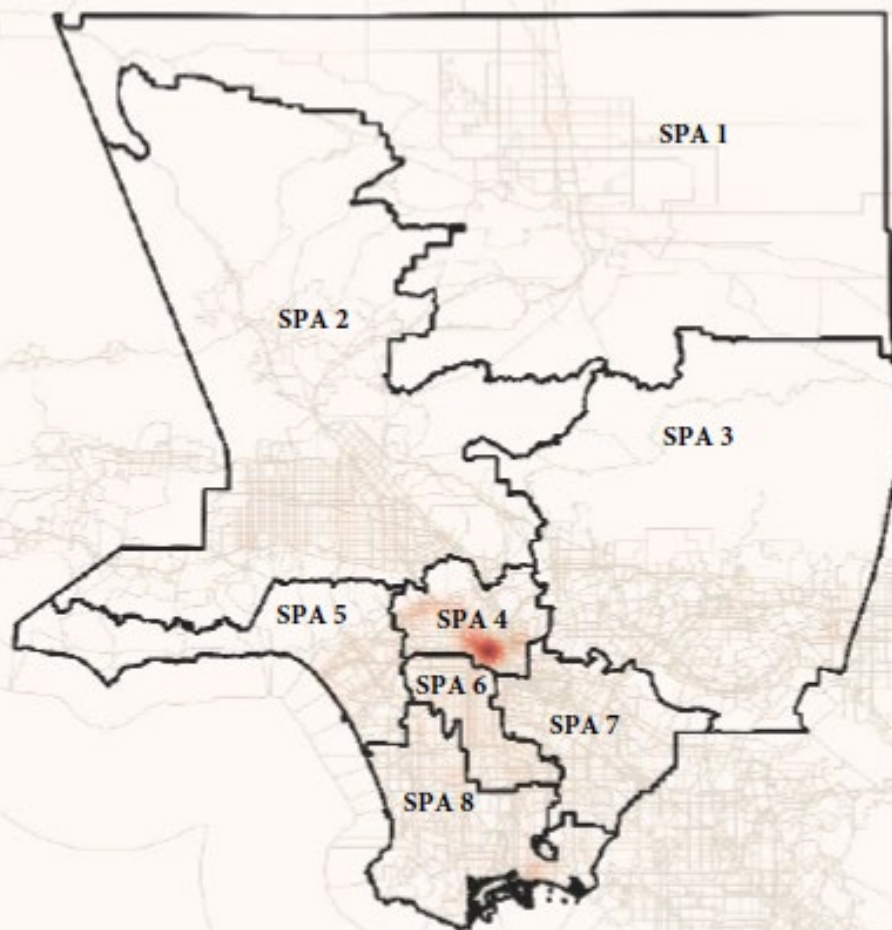


Gender



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LA County Opioid Related Deaths by Service Planning Area

January 1, 2019 –
June 30, 2020

Kernel density maps show relative concentration of deaths by Service Planning Area (SPA)
Peter Davidson Ph.D., UCSD Medicine
From data provided by the Los Angeles County Medical Examiner-Coroner

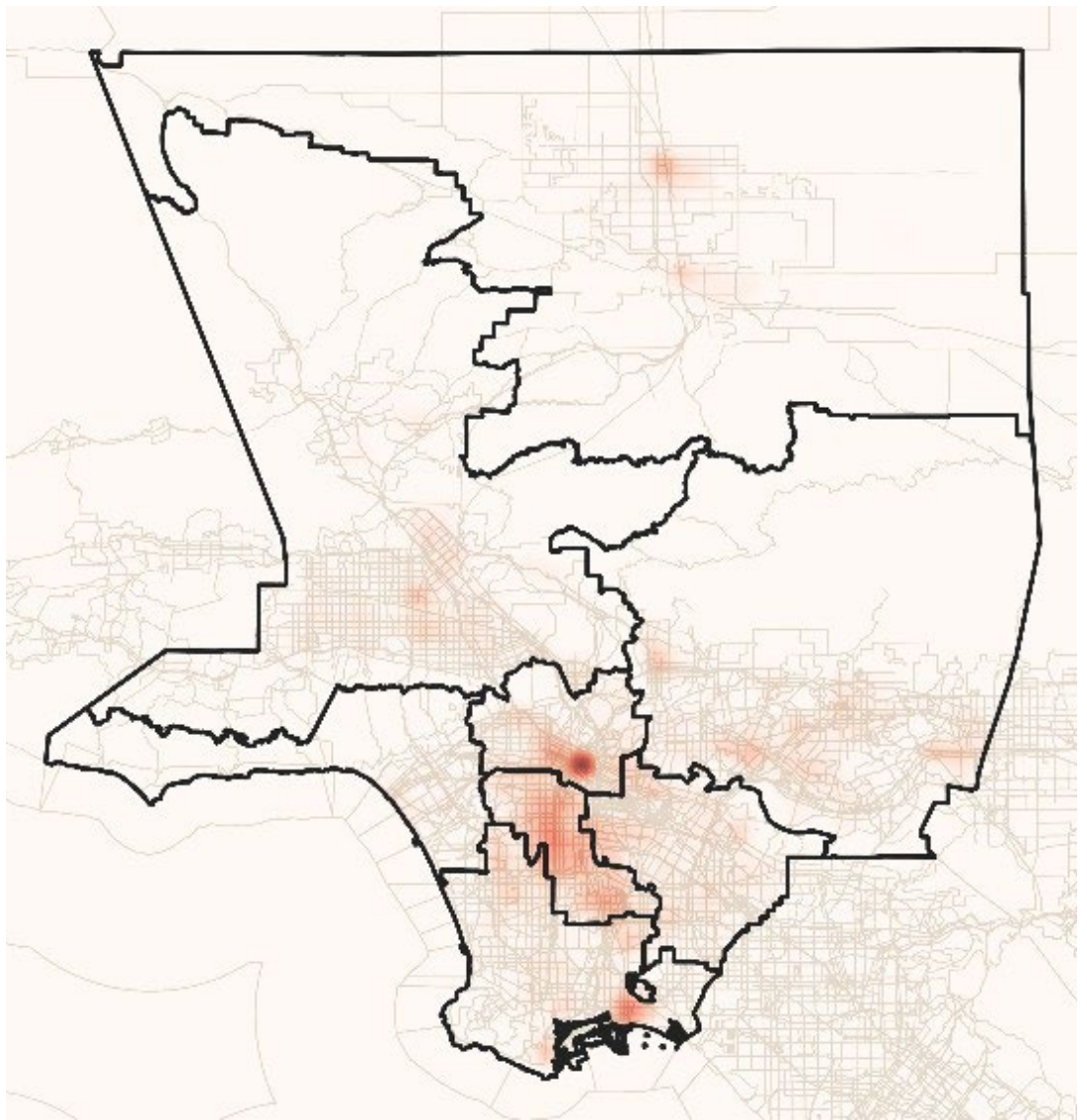


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15 Week LA County Jail Release Destination

September 2019 –
January 2020



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Overdose Education & Naloxone Distribution (OEND) Program Goals

Reduce	Reduce Deaths from Opioid Overdose in LA County by targeting Reentry and other vulnerable populations for overdose prevention education and naloxone.
Expand	Expand LA County Capacity to provide education and naloxone to people who may be in a position to respond to an overdose. Train program staff, provide educational tools including 8 videos, procure naloxone to distribute through DHS and partner program sites, install vending machines in LA County Jails, work with DHS hospitals to expand naloxone access, provide technical assistance to all program partners.
Evaluate	Evaluate OEND program impact.
Create	Create county-wide low threshold access to overdose education and naloxone for community members. Analyze existing program distribution and need, establish new sites in underserved areas.



Jail OD Prevention Risk Assessment

2017 LASD custody staff surveyed everyone entering LAC Jails for 10 days: 3718 (3,315 men, 466 women)

17% reported using opioids within the last 12 months,

7% reported witnessing an overdose within the last 12 months, and

5% report ever having received medication assisted treatment (MAT).

39% reported interest in being trained in OD prevention and response.

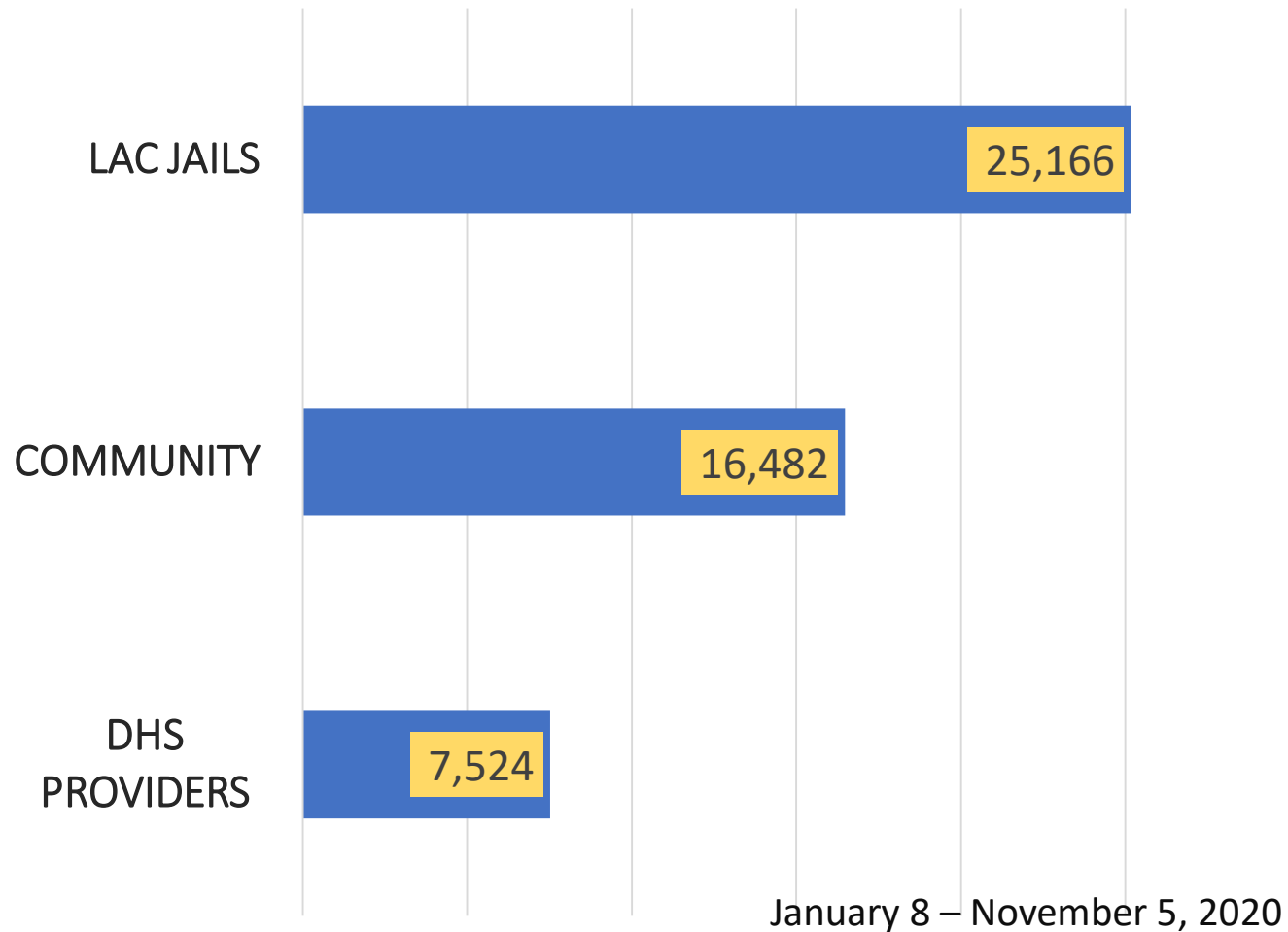
The single largest predictor of interest in Overdose Education and Naloxone Distribution Program (OEND) was being present at an overdose in the past year.



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49,172 Naloxone Doses Distributed

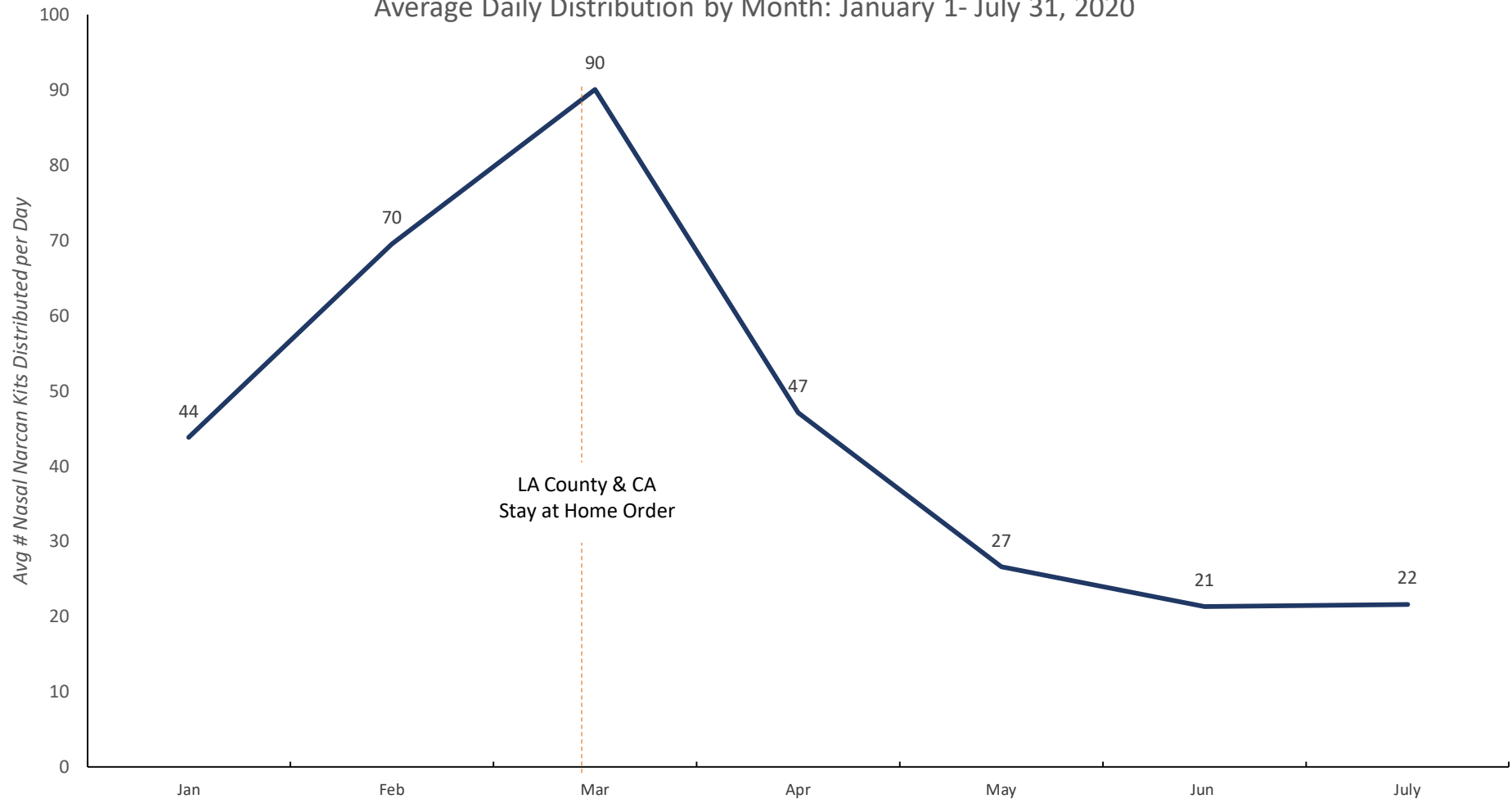


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LA County Jail Naloxone Distribution

Average Daily Distribution by Month: January 1- July 31, 2020



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Program Updates



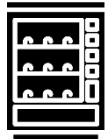
Training: ODR with partner **Los Angeles Community Health Project.**
163 Programs trained.



8 LA-based educational videos shot – Jail, Probation Office, Outreach Based, Drop-In Center, SUD treatment/clinic **LAODPREVENTION.ORG**



Online data platform with portals that provide real-time data to registered organizations.



Vending machines with free naloxone for individuals leaving CRDF and Men's Central Jail. **LAUNCHED 1/8/20**



Community Naloxone Access Points/Mobile units are being established in each SPA with dedicated hours for training, naloxone, overdose debrief and referrals. **LAUNCHED 9/19, new sites in LANCASTER/PALMDALE**



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OEND Core Training

- TOT/ TA – Internal Trainers
- TOT –staff members Community Distribution
- Staff Carry
- Community Member/ Participant
 - Debrief/ Post OD Training (modified)
 - Regular

OEND COVID Training

- TOT
- Staff Carry
- Community Distribution

Harm Reduction Training

- Health Supplies with and without Sharps
- Sharps/ biohazard response
- Harm Reduction engagement around substance use and harm reduction supplies



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OEND Training for DHS & Partners

September 2019 – April 2020

Trainings Completed	152
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Organizations Trained	71
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Programs/Housing Sites Trained	122
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People Trained	1,432
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COVID
Adapted
Training for
DHS,
LAHSA &
Partners

APRIL 1 – OCTOBER 5, 2020

Trainings Completed	96
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Organizations Trained	44
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Programs/Housing Sites Trained	68
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People Trained	901
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Naloxone Doses Distributed	3,518
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Service Planning Areas: Overdose Death & Jail Release Maps

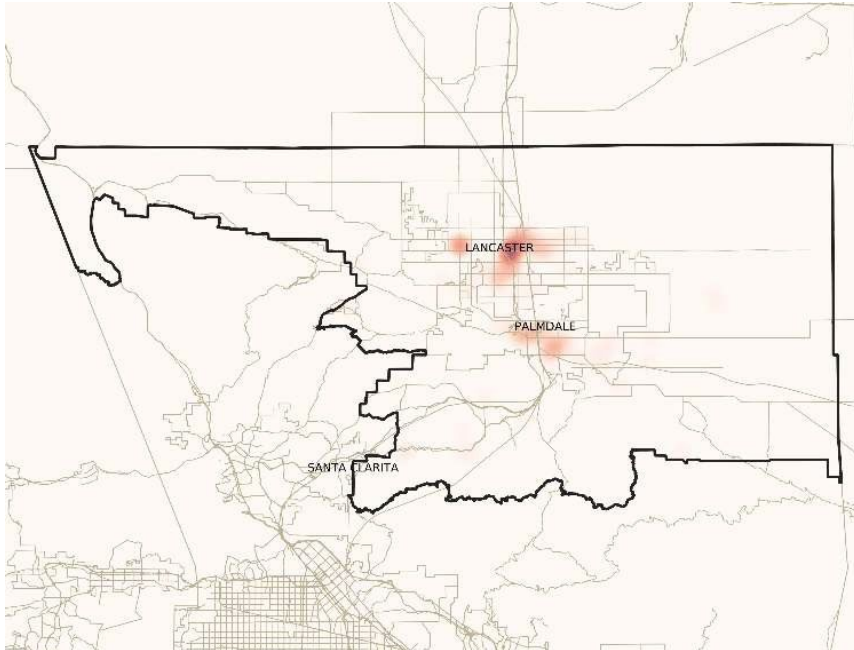


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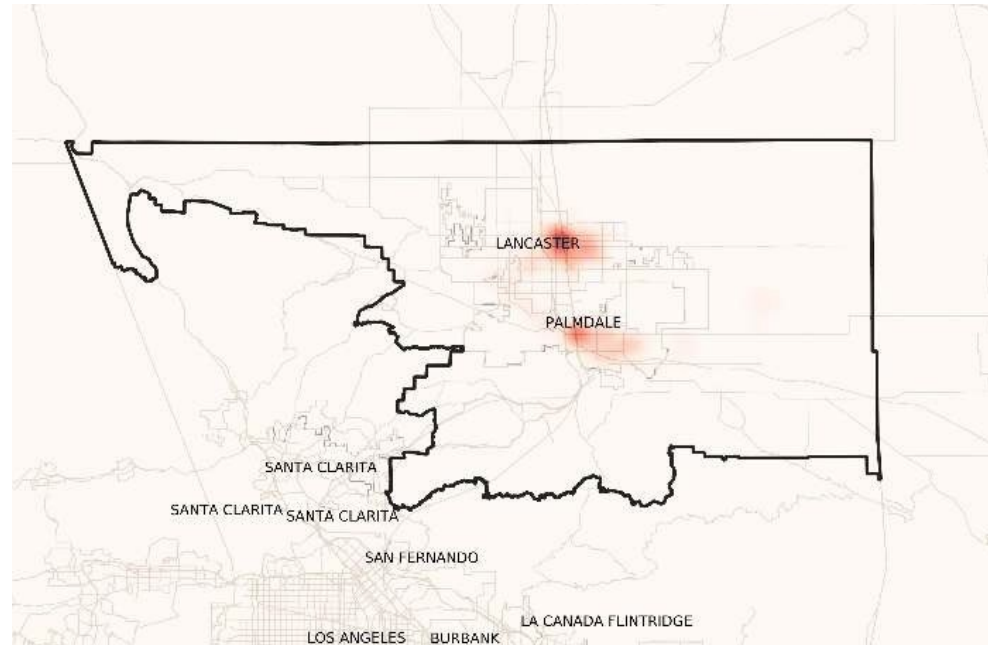
OFFICE OF DIVERSION
AND REENTRY

SPA 1 Antelope Valley

Opioid Overdose Deaths



Release Address

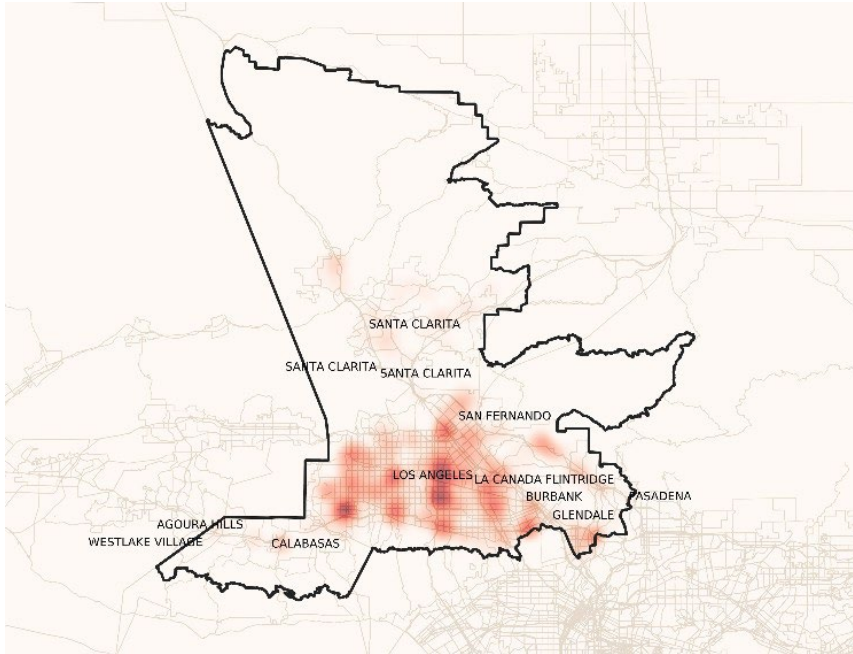


Health Services
LOS ANGELES COUNTY

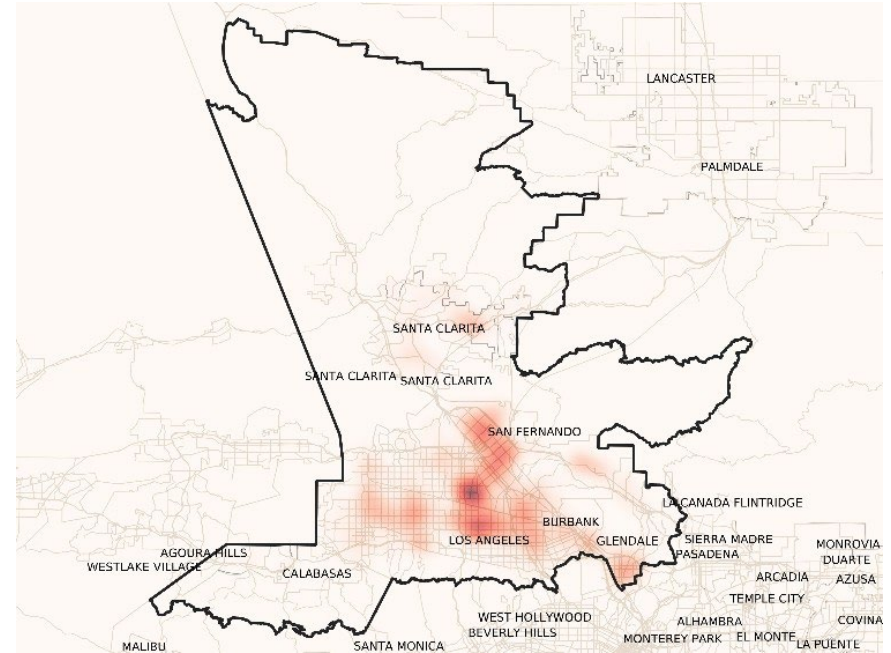
OFFICE OF DIVERSION
AND REENTRY

SPA 2 San Fernando Valley

Opioid Overdose Deaths



Release Address

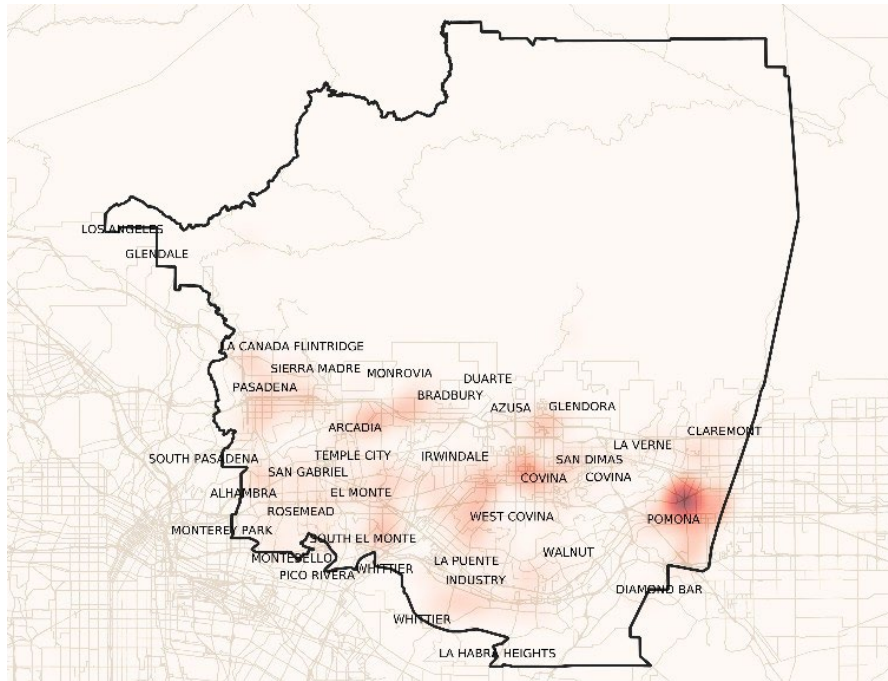


Health Services
LOS ANGELES COUNTY

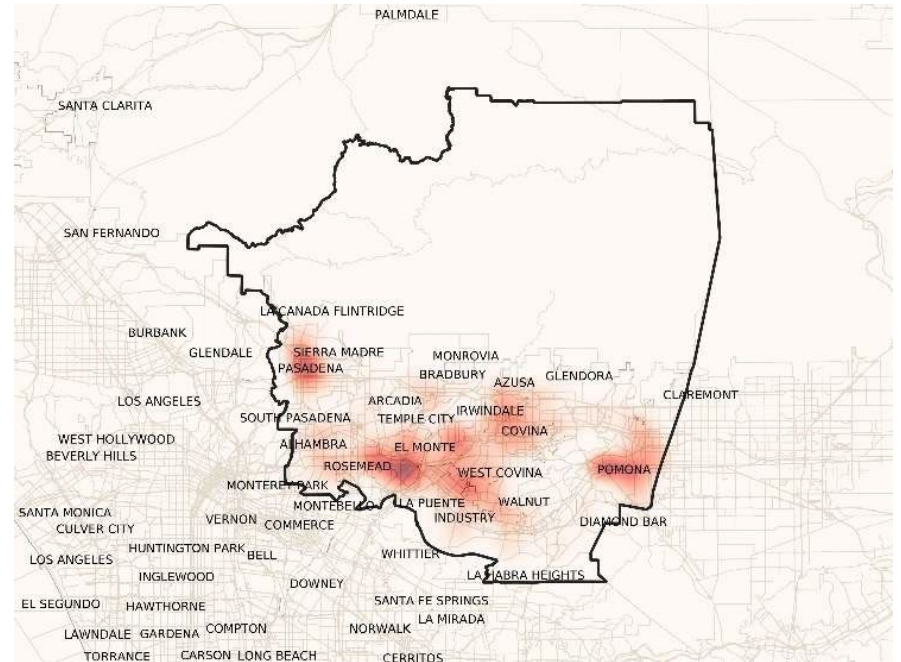
OFFICE OF DIVERSION
AND REENTRY

SPA 3 San Gabriel Valley

Opioid Overdose Deaths



Release Address

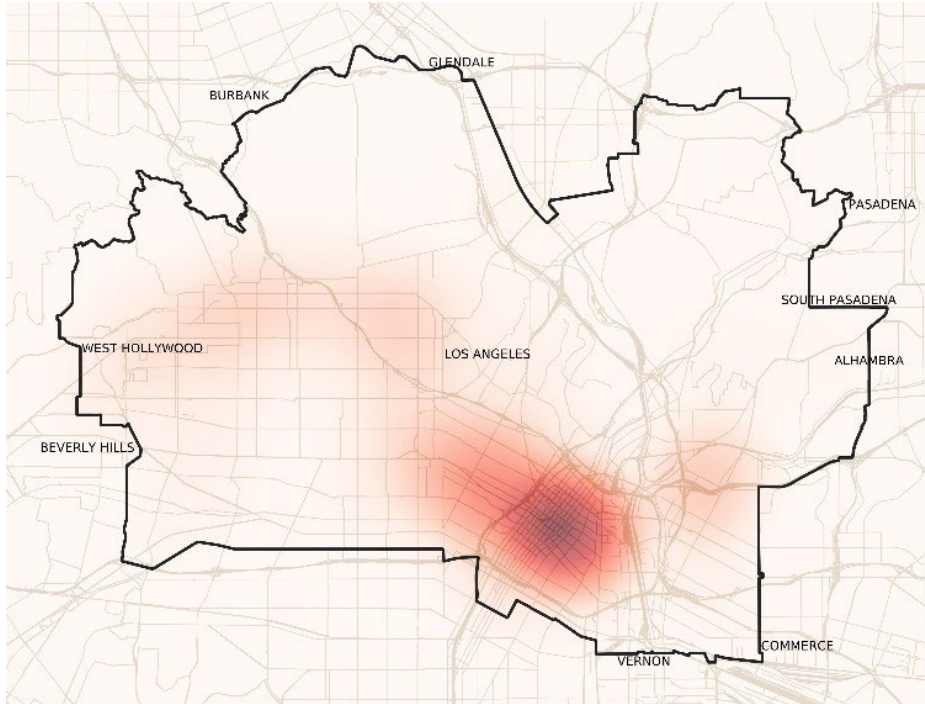


Health Services
LOS ANGELES COUNTY

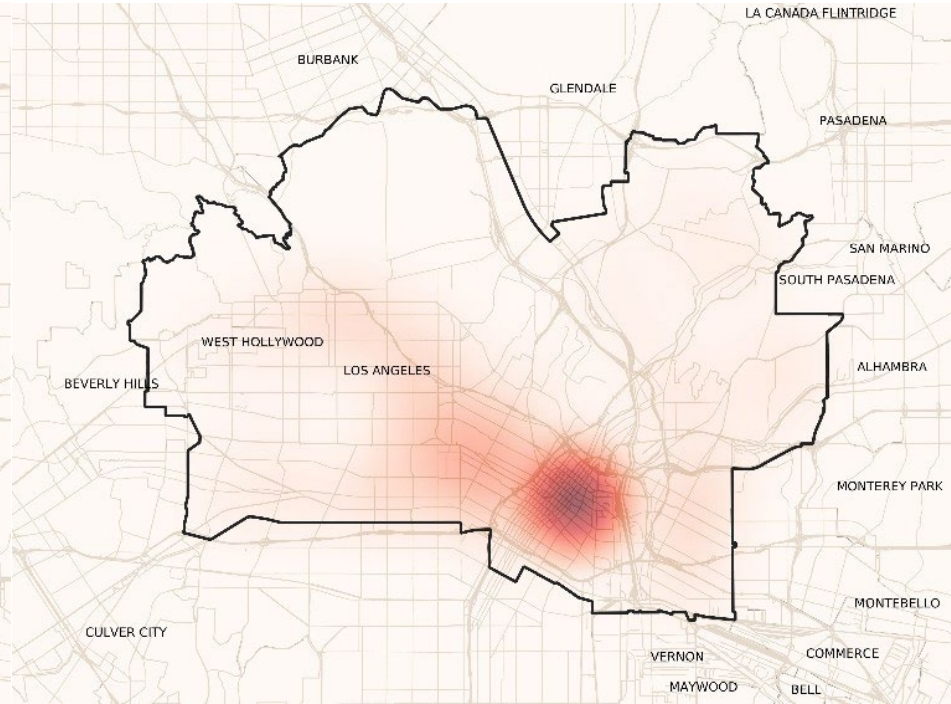
OFFICE OF DIVERSION
AND REENTRY

SPA 4 Metro

Opioid Overdose Deaths



Release Address

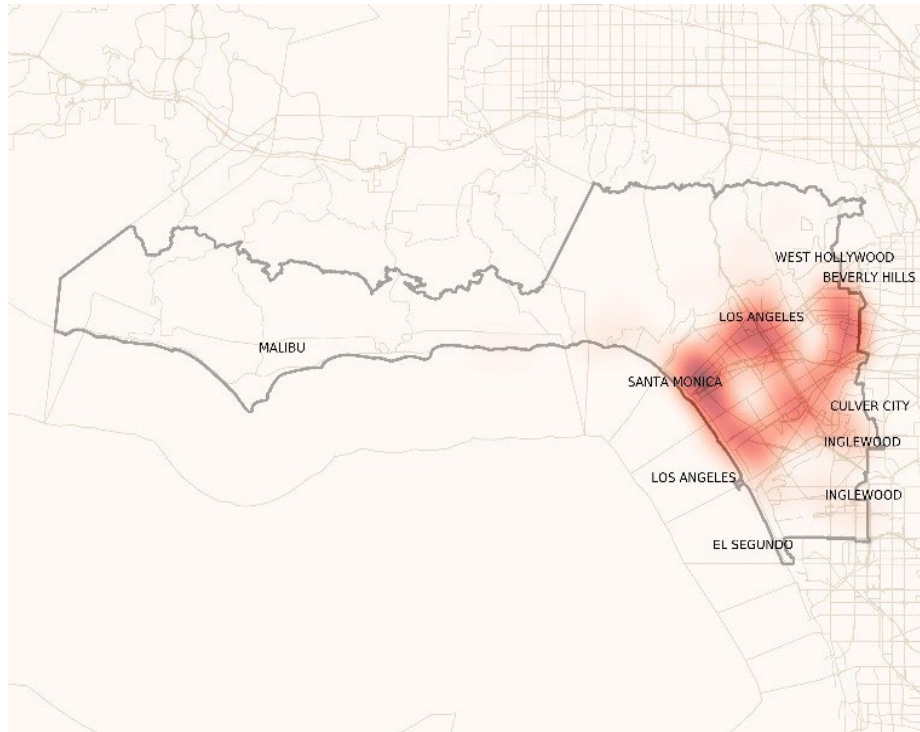


Health Services
LOS ANGELES COUNTY

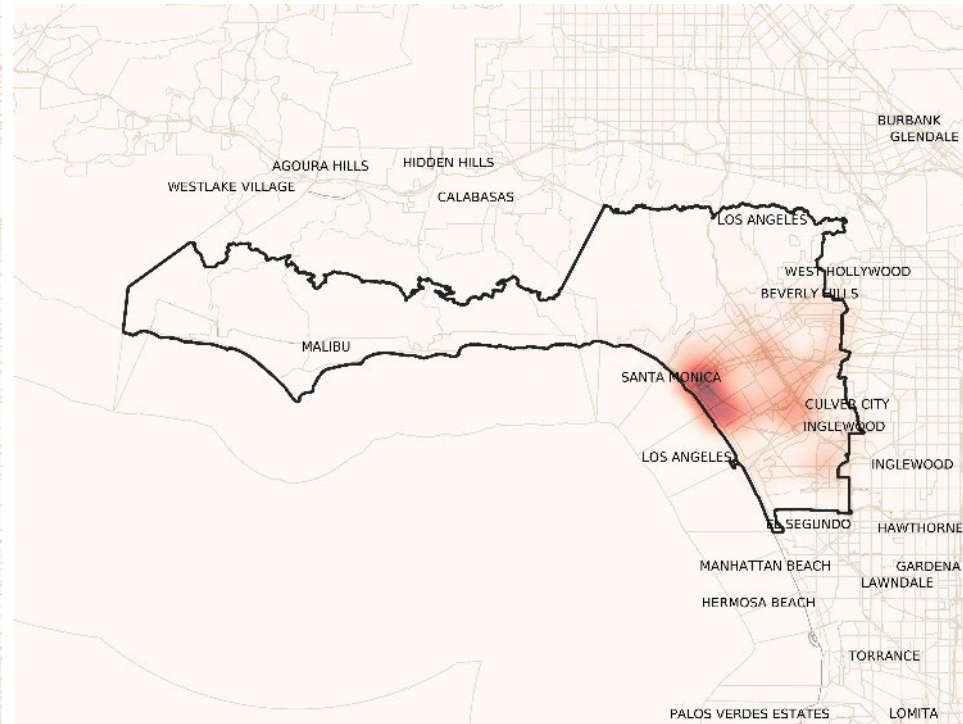
OFFICE OF DIVERSION
AND REENTRY

SPA 5 West

Opioid Overdose Deaths



Release Address

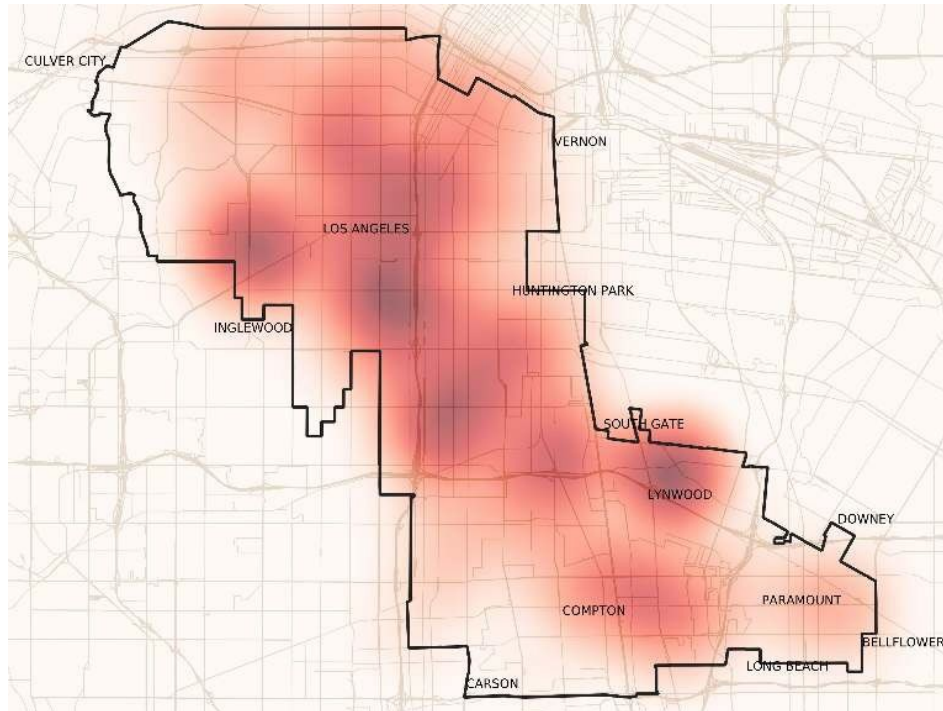


Health Services
LOS ANGELES COUNTY

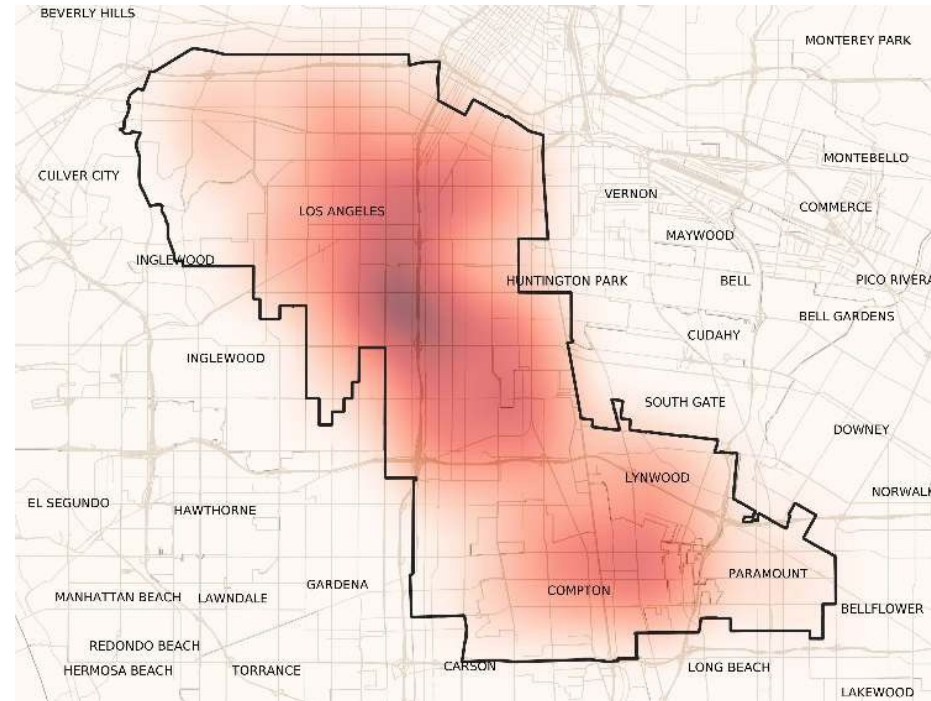
OFFICE OF DIVERSION
AND REENTRY

SPA 6 South

Opioid Overdose Deaths



Release Address

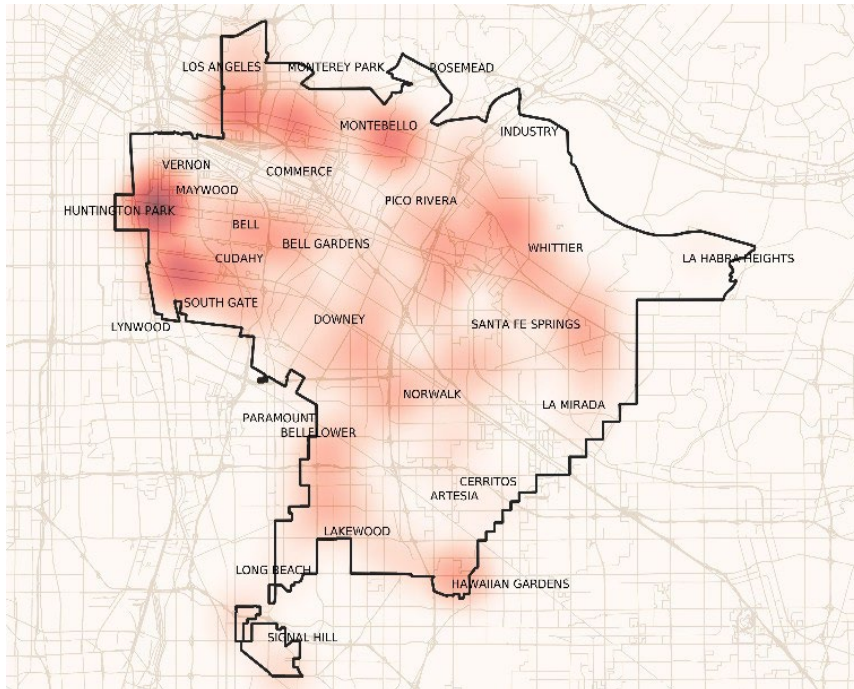


Health Services
LOS ANGELES COUNTY

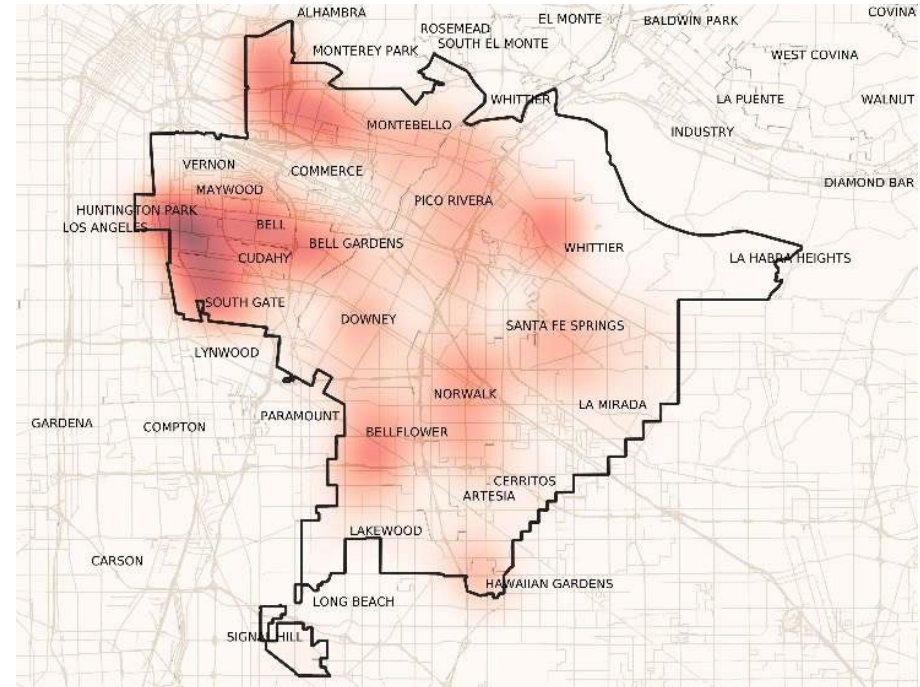
OFFICE OF DIVERSION
AND REENTRY

SPA 7 West

Opioid Overdose Deaths



Release Address

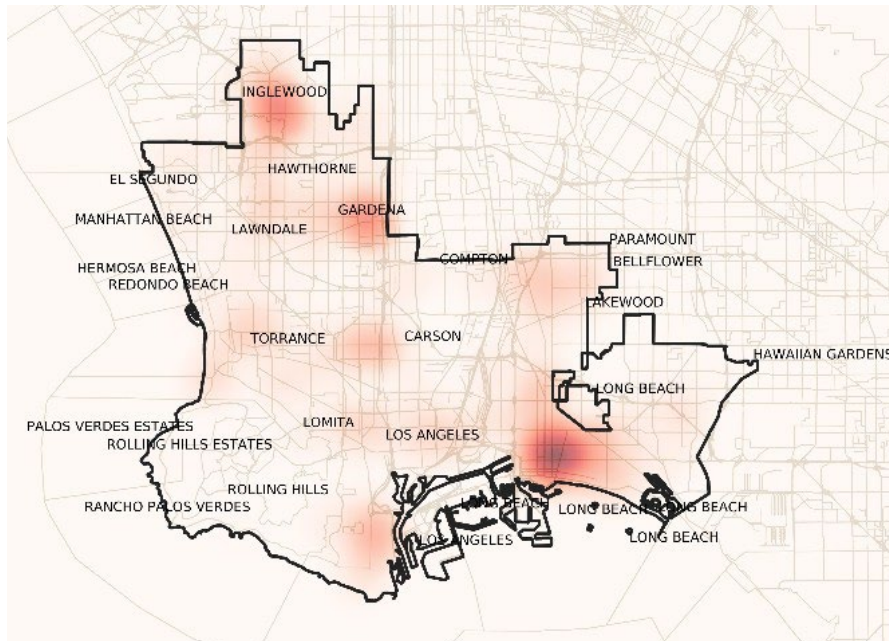


Health Services
LOS ANGELES COUNTY

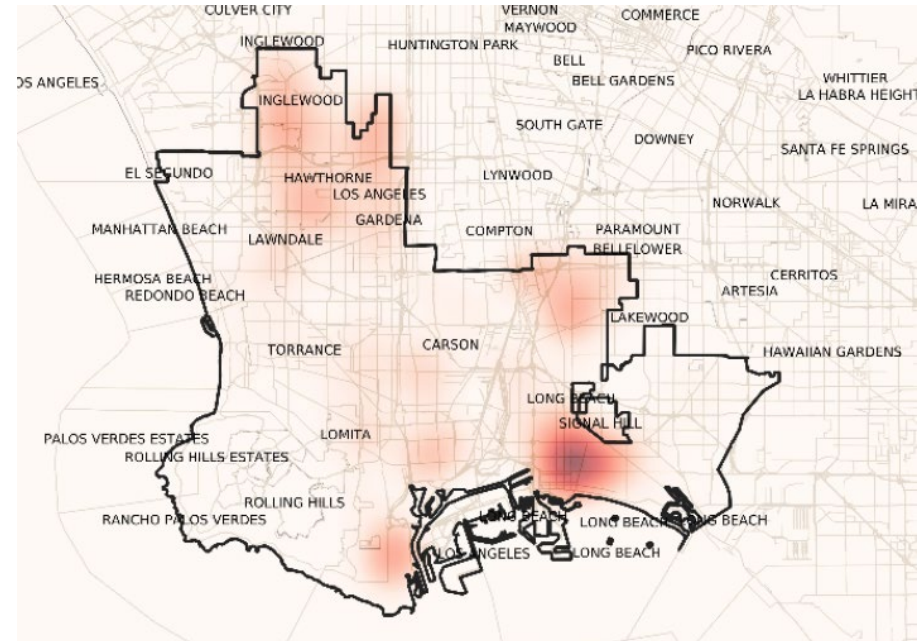
OFFICE OF DIVERSION
AND REENTRY

SPA 8 South Bay

Opioid Overdose Deaths



Release Address



Health Services
LOS ANGELES COUNTY

OFFICE OF DIVERSION
AND REENTRY

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Health Services
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