



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Acting Chief Executive Officer

DATE: December 16, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 965468559#

To join via phone, dial 1(323)776-6996, then press 965468559#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:
[Click here to join the meeting](#)

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

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

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
FACILITY REINVESTMENT PROGRAM- APPROVE REVISED CAPITAL PROJECT BUDGETS: CAPITAL PROJECT NUMBERS 89151, 89152, 89153, 89154, AND 89155; APPROPRIATION ADJUSTMENT; INCREASE USE OF LEASE REVENUE OBLIGATION NOTES FINANCING; AND USE OF BEST VALUE SELECTION CONTRACTING
CEO/CP – Amir Alam, CEO Manager and
Richard Beltran, Principal Analyst, CEO
 - B) Board Letter:
ALTADENA GOLF COURSE GENERAL IMPROVEMENTS PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT NO. 77525
CEO/CP/DPR – Chester Kano, Acting Chief of Development

CONTINUED ON PAGE 2

- C) Board Letter:
APPROVAL OF EXISTING EIGHT-YEAR LEASE AMENDMENT FOR
USE OF OFFICE AND PARKING SPACE BY DISTRICT ATTORNEY AT
1000 SOUTH FREMONT AVE., ALHAMBRA
CEO/RE/DA – Michael Navarro, Chief Program Specialist
- D) Board Letter:
EIGHT-YEAR LEASE OF DEPARTMENT OF CHILDREN AND FAMILY
SERVICES FOR CONTINUED USE OF OFFICE AND PARKING SPACE
AT 10355 SLUSHER DRIVE, SANTA FE SPRINGS
CEO/RE/DCFS – Michael Navarro, Chief Program Specialist
- E) Board Letter:
AWARD 25 JOB ORDER CONTRACTS FOR MAINTENANCE, REPAIR,
REMODELING AND REFURBISHMENT OF COUNTY
INFRASTRUCTURE AND FACILITIES, ADOPT AND ADVERTISE
VARIOUS SPECIFICATIONS
CEO/CP/ISD – Melody Velazquez, Section Manager, Administration, ISD

3. **PRESENTATION/DISCUSSION ITEMS:**

- A) RISK MANAGEMENT INFORMATION SYSTEM SIX-MONTH UPDATE
CEO/ RISK MANAGEMENT – Steven Robles, Risk Manager

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/16/2020	
BOARD MEETING	1/5/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Chief Executive Office; Internal Service and Public Works	
SUBJECT	FACILITY REINVESTMENT PROGRAM - APPROVE REVISED CAPITAL PROJECT BUDGETS; CAPITAL PROJECT NUMBERS 89151, 89152, 89153, 89154, AND 89155; APPROPRIATION ADJUSTMENT; INCREASE USE OF LEASE REVENUE OBLIGATION NOTES FINANCING; AND USE OF BEST VALUE CONSTRUCTION CONTRACTING	
PROGRAM	Facility Reinvestment Program (FRP)	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: -\$3,467,000 (Net change from \$241.75M to \$238.283M)	Funding source: Extraordinary Maintenance Budget (NCC) & Lease Revenue Obligation Notes (LRON)
	TERMS (if applicable):	
	Explanation: Approval of the recommended actions will adjust capital project (CP) budgets to align with revised cost estimates; authorize \$10.76M-increase in use of LRON.	
PURPOSE OF REQUEST	The recommended actions will adjust capital project (CP) budgets to align with revised cost estimates; authorize \$10.67M-increase in use of LRON; establish new CP Nos.; and approve use of Best Value Construction/Selection to deliver large/complex projects.	
BACKGROUND (include internal/external issues that may exist)	On December 17, 2019, the Board approved additional projects and funding for the FRP, including establishing capital and non-capital project budgets totaling \$241,750,000, with the aggregate TPCE of \$620,586,000; and authorized Public Works and Internal Services Department (ISD) to deliver the projects using Job Order Contracting (JOC). Subsequently, ISD and Public Works conducted more detailed analysis on the scope, cost, schedule, and delivery method for each of the approved projects, which resulted in a net decrease of \$3,467,000 to the revised budget of \$238,283,000 and a new TPCE of \$522,900,000 (decrease of \$97.686M).	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Amir Alam, Manager, CEO aalam@ceo.lacounty.gov Richard Beltran, Principal Analyst, CEO 213-893-7840 rbeltran@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

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

January 05, 2021

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:

**FACILITY REINVESTMENT PROGRAM
APPROVE REVISED CAPITAL PROJECT BUDGETS; CAPITAL PROJECT
NUMBERS 89151, 89152, 89153, 89154, AND 89155; APPROPRIATION
ADJUSTMENT; INCREASE USE OF LEASE REVENUE OBLIGATION NOTES
FINANCING; AND USE OF BEST VALUE SELECTION CONTRACTING
ALL DISTRICTS – FISCAL YEAR 2020-21
(4 VOTES)**

SUBJECT

The recommended actions will approve revised project budgets, new capital project numbers; appropriation adjustments; an increase in the use of Lease Revenue Obligation Notes for various capital projects of the Facility Reinvestment Program; and use of Best Value Selection Contracting.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the previous findings of exemption from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and the record of the proposed activities.
2. Approve the revised budget of \$238,283,000 from the previously approved budget of \$241,750,000 for the 233 projects within the Facility Reinvestment Program, which reflects a net decrease of \$3,467,000, for the revised Total Project Cost Estimate of \$522,900,000; and authorize the use of an additional \$10,764,000 in Lease Revenue Obligation Notes for the total revised financing authority of \$137,817,000 from the current authority of \$127,053,000.

3. Approve new Special Fund Capital Project numbers in order to budget the construction costs with Lease Revenue Obligation Notes appropriation for the following five previously approved projects: Eastern Avenue Complex Crafts/Warehouse HVAC DM Repairs, Capital Project 89151; Metro East AP District Office HVAC and Roof DM Repairs, Capital Project 89152; Pomona WS District Office, Capital Project 89153; Florence AP District Office, Capital Project 89154; and Cudahy AP District Roof, Fire Protection & HVAC DM Repairs, Capital Project 89155, as reflected on Enclosure A.
4. Approve an appropriation adjustment to transfer a net total of \$16,567,000 in net County cost from the Extraordinary Maintenance Budget to various General Fund Capital Projects and increase various Special Fund Capital Projects by \$10,764,000 in appropriation and Lease Revenue Obligation Notes revenue to realign the capital project budgets of the Facility Reinvestment Program with revised project cost estimates as reflected in Enclosure A.
5. Approve and authorize the Director of Public Works, or his designee to use Best Value Selection Contracting for delivery of the CRDF Roof, Elevator and Fire Protection DM Repairs, Twin Towers Correctional Facility, and Hall of Administration Fire Protection DM Repairs, Capital Project Nos. 87678, 87672, and 87621 respectively. Find that Best Value Selection will enable Public Works to deliver the projects in a more expeditious and cost-effective manner and authorize the Director of Public Works or his designee to advertise the projects and to proceed with the prequalification of contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are within the Board's previous findings of exemption from the provisions of the California Environmental Quality Act (CEQA); approve the revised Facility Reinvestment Program (FRP) budget of \$238,283,000 with a revised Total Project Cost Estimate (TPCE) of \$522,900,000 for the 233 active projects; authorize the use of an additional \$10,764,000 in Lease Revenue Obligation Notes (LRON); approve an appropriation adjustment to transfer a net total of \$16,567,000 in net County cost between various General Fund capital projects and the Extraordinary Maintenance budget; increase the appropriation and LRON financing in various Special Fund capital projects, as reflected in Attachment A, to align the project budgets with revised project cost estimates; and authorize the use of Best Value Construction for delivery of the Century Regional Detention Facility (CRDF) Roof, Elevator and Fire Protection Deferred Maintenance (DM) Repairs, Twin Towers Correctional Facility (TTCF), and Hall of Administration (HOA) Fire Protection DM Repairs projects.

Background

On December 17, 2019, the Board approved 254 projects and funding for the FRP, including establishing capital and non-capital project budgets totaling \$241,750,000, with the aggregate TPCE of \$620,586,000; and authorized Public Works and Internal Services Department (ISD) to deliver the projects using Job Order Contracting (JOC). Subsequently, ISD and Public Works conducted a more detailed analysis on the scope, cost, schedule, and delivery method for each of the approved projects, which resulted in a net decrease of \$3,467,000 and a revised budget of \$238,283,000 and TPCE of \$522,900,000. Additional funding, (budget), up to the TPCE amounts for the projects, will be requested in Fiscal Year 2021-22, when all projects are expected to enter construction phase.

Since approval of the 254 projects, 21 projects have been closed-out, resulting in 233 projects. The closed-out projects include the completion of 12, the consolidation of 10 projects into five, and the cancellation of four projects; three of which were due to duplication of scope and one was due to the closure of the facility. No new projects are being added to the FRP at this time.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action meets the County's Strategic Plan Goals III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for the County of Los Angeles residents and visitors.

FISCAL IMPACT/FINANCING

The recommended FRP project budgets and TPCEs for the previously approved 233 active projects are \$238,283,000 and \$522,900,000 respectfully, which includes costs for planning, design, and construction services.

The approved budget is \$241,750,000 and the recommended changes will result in a net decrease in appropriation of \$3,467,000 for a revised budget of \$238,283,000. The changes include an increase in LRON of \$10,764,000, which revises the total use to \$137,817,000.

The approved TPCE is \$620,586,000, and the recommended changes will result in a net decrease of \$97,686,000 for a revised TPCE of \$522,900,000.

Projects with complex or large-scale scopes of work and high value TPCEs are funded on a cashflow basis; first with net County cost for preconstruction and subsequently with LRON financing to fund construction. Despite the decrease in the Program TPCE, the increase in LRON is due to projects progressing from the preconstruction phase to the construction phase.

Approval of the enclosed Appropriation Adjustment (Enclosure B) will transfer a net total of \$16,567,000 in net County cost from the Extraordinary Maintenance Budget to various General Fund Capital Projects and will increase appropriation and LRON by \$10,764,000 in various Special Fund Capital projects as reflected in Enclosure A to align the current project budgets with revised project cost estimates.

In addition to the transfers in net County cost between the Capital Projects and Extraordinary Maintenance Budgets via the attached appropriation adjustment, a decrease of \$3,467,000 of Extraordinary Maintenance net County cost will be reserved for reallocation to fund other high priority deferred maintenance projects in the next phase of the FRP.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the County of Los Angeles Civic Art Policy (Policy) updated on August 4, 2020, the repair and building system replacement projects reflected in Attachment A are exempt from requirements of the Policy.

In accordance with the Board's Countywide Local and Targeted Worker Hiring Policy updated on June 11, 2019, the proposed projects with a total project budget greater than \$2,500,000 will have a mandatory hiring goal of at least 30 percent California construction labor hours be performed by local residents and a mandatory hiring goal of at least ten percent of California construction labor hours on the project be performed by those classified as Targeted Workers. The proposed projects with a total project budget between \$500,000 and \$2,500,000 will include a best efforts goal that at least 30 percent of the total California craft worker hours for construction of the projects be performed by Local Residents and will not include the "Targeted Worker" component. The proposed projects with a total project budget less than \$500,000 will not include a local worker requirement.

ENVIRONMENTAL DOCUMENTATION

On May 1, 2018, May 28, 2019, and December 17, 2019, the Board approved the projects listed in Attachment A, respectively, under the FRP and found that they were exempt from CEQA. The previously approved projects include the repair and building system replacement projects and were determined to be within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet criteria set forth in Sections 15301(a), (d), and (l), 15302(b) and (c) and 15303 of the State CEQA Guidelines and Classes 1(c), (d), (h), (i), (j), (l), and (m), 2(a), (b), and (e) and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The categorically exempt projects provide for repair of existing facilities and structures with negligible or no expansion of an existing use and replacement of existing facilities at the same site with new facilities of substantially the same purpose and capacity.

and installation of new small equipment in existing facilities. The currently recommended actions are within the scope of the previous findings of exemption.

As noted previously, as the scope of work for each project is finalized, ISD and Public Works will review to confirm applicability of the categorical exemptions identified. To the extent any of the previously approved projects are determined not to meet the requirements for the exemptions, further recommendations regarding CEQA, if necessary, will be made prior to implementation.

CONTRACTING PROCESS

ISD and Public Works intend to continue to use Board-approved, on-call consultants to complete the necessary design and engineering required for the proposed repair and system replacement projects. Construction of the proposed projects will be completed using Board-approved JOCs, as authorized on December 17, 2019, a previously Board-approved Energy Efficiency Projects Master Agreement and Facility Ancillary Services Master Agreement, and by competitively solicited Best Value Construction contracts. Those eligible projects that do not exceed the \$50,000 "Force Account" limit set forth in the Public Contracting Code will be delivered by ISD using its own staff, where possible. To date County trades are delivering 18 FRP projects; seven of which have already been completed.

The Board approved the use of Best Value Selection on March 17, 2017 as an option for delivering County construction projects with a construction cost of \$1,000,000 or more. The Board also adopted the Best Value Selection Contracting Policy and Procedures for implementation of Best Value Selection. Public Works has evaluated various delivery methods, including JOC, Design-Bid-Build, Design-Build, and Best Value Selection for delivery of some of the larger, and more technically complex projects such as the CRDF, TTCF, and HOA DM Repair projects. Public Works has determined that Best Value Selection is the preferred delivery method for these projects as they consist of the replacement of complex building systems. Best Value Selection is expected to result in an overall reduction in costs and expedite delivery of the projects.

IMPACT ON CURRENT SERVICES

County facilities will continue to remain operational and open to the public during the repair work. ISD and Public Works will coordinate with each of the affected departments and the contractors to phase and schedule the work to minimize disruption to facility operations and to maintain public access. In the event that a location may have to close for a limited or extended duration, planning will be done with impacted departments to assist them in co-locating or consolidating to alternate locations.

The Honorable Board of Supervisors
January 5, 2021
Page 6

CONCLUSION

Please return one adopted copy of this letter to CEO, Capital Programs Division.

Respectfully submitted,

FESIA A. DAVENPORT
Acting Chief Executive Officer

FAD:JMN:DPH
VM:AMA:RJB:kb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
Public Works

FACILITY REINVESTMENT PROGRAM BUDGET REALIGNMENTS

NO.	MGMT.	DIST.	DEPARTMENT	PROJECT NAME	PROJECT DESCRIPTION	FY 2019-20 APPROVED BUDGET	FY 2020-21 SUPPLEMENTAL BUDGET	FY 2020-21 BUDGET CHANGE	FY 2020-21 REVISED BUDGET	FY 2019-20 APPROVED TPCE	FY 2021-20 TPCE CHANGES	FY 2020-21 REVISED TPCE
1	PW	1	Ag. Comm.	Ag Comm Toxicology Lab Building Repurpose	Ag Comm Toxicology Lab Building Repurpose	1,800,000	1,800,000	(1,800,000)	-	7,939,000	(7,939,000)	-
2	IS	1	Ag. Comm.	AGC East Field Pest Detection DM Repairs	Building repairs	9,000	9,000	(9,000)	-	18,000	(9,000)	9,000
3	IS	1	Ag. Comm.	Agricultural Commission Meter Pit	Electrical Repairs	173,000	173,000	(173,000)	-	173,000	(173,000)	-
4	PW	1	Ag. Comm.	Metrology Laboratory Upgrades	Metrology Laboratory Upgrades	2,000,000	1,105,000	-	1,105,000	6,313,000	(3,313,000)	3,000,000
5	IS	1	Animal Care & Control	Baldwin Park ACC #4 Administration Building	Non-compliant restroom stall and toilet	217,000	217,000	-	217,000	217,000	-	217,000
6	IS	1	Animal Care & Control	Baldwin Park ACC Admin and Kennel D DM Repairs	Baldwin Park ACC Admin and Kennel D DM Repairs	514,000	514,000	(504,000)	10,000	630,000	(504,000)	126,000
7	PW	1	Board of Supervisors	Hall of Administration Fire Protection DM Repairs	Hall of Administration Fire Protection DM Repairs	1,765,000	1,707,000	(1,302,000)	405,000	20,000,000	-	20,000,000
8	IS	1	Board of Supervisors	Hall of Administration Plumbing/HVAC DM Repairs	Hall of Administration Plumbing/HVAC DM Repairs	2,400,000	2,337,000	(337,000)	2,000,000	10,000,000	(337,000)	9,663,000
9	IS	1	Chief Executive Officer	Emergency Operations Center	Reinstall missing electrical enclosures, electrical repairs	3,000	3,000	(3,000)	-	103,000	(3,000)	100,000
10	IS	1	County Library	Anthony Quinn Library	Relocate data switches, install new drain, replace 1 water heater, replace 2 exhaust fan, replace 1 split system, install GFCI's, repair 16 sq. ft. tile floor, replace 200 sq. ft. slab, replace 3 drinking fountains, replace 16 sq. ft. carpet, replace 1 switchboard.	154,000	17,917	136,083	154,000	213,000	136,083	349,083
11	IS	1	County Library	Anthony Quinn Library DM Repairs	Anthony Quinn Library DM Repairs	2,084,000	2,067,000	(391,000)	1,676,000	2,142,000	(391,000)	1,751,000
12	IS	1	County Library	City Terrace Library	Replace utility door, apply joint sealant to window, repair stone veneer, replace 6 wiring devices.	33,000	33,000	(33,000)	-	197,000	(32,636)	164,364
13	IS	1	County Library	East Los Angeles Library	Various plumbing and mechanical system repairs	20,000	20,000	(20,000)	-	252,000	(19,815)	232,185
14	IS	1	County Library	Huntington Park Library	Electrical and HVAC repairs	904,000	900,379	(900,379)	-	2,002,000	(900,806)	1,101,194
15	IS	1	County Library	La Puente Library DM Repairs	Roof, electrical and HVAC repairs	174,000	174,347	(174,347)	-	229,000	(174,347)	54,653
16	IS	1	County Library	Leland R Weaver Library	Install GFCI's, install elec covers, replace 1 transformer, 4 panelboards and switchboard, install fire stop.	299,000	372,880	(39,880)	333,000	350,000	(39,880)	310,120
17	IS	1	County Library	Rivera Library	Replace water heater, secure loose conduit, replace exhaust fan, clean roof drains, replace plumbing insulation, repair leaking pipes, replace missing electrical covers, replace 1 transformer, replace two panelboards, replace 1 motor control center, install GFCIs	416,000	95,176	(95,176)	-	487,000	(95,176)	391,824
18	IS	1	County Library	Rosemead Library DM Repairs	HVAC repairs	66,000	(7,463)	7,463	-	107,000	7,601	114,601
19	IS	1	County Library	South El Monte Library	Change boiler pump, replace wiring devices, replace ceiling panels, replace vacuum pump, lighting control and condenser	174,000	3,397	(3,397)	-	255,000	(3,040)	251,960
20	IS	1	County Library	Walnut Library	Secure open elec box, replace 3 panelboards.	529,000	25,281	(25,281)	-	572,000	(25,434)	546,566
21	IS	1	County Library	West Covina Library HVAC DM Repairs	West Covina Library HVAC DM Repairs	7,230,000	6,978,000	1,140,000	8,118,000	7,230,000	1,140,000	8,370,000
22	IS	1	County Library	West Covina Regional Library DM Repairs	West Covina Regional Library DM Repairs	1,616,000	1,386,307	(173,307)	1,213,000	1,675,000	(173,307)	1,501,693
23	PW	1	District Attorney	Hall of Records Roof and Fire Protection DM Repairs	Hall of Records Roof and Fire Protection DM Repairs	2,485,000	2,072,000	-	2,072,000	20,769,000	-	20,769,000
24	PW	1	District Attorney	Hall of Records Window Washing Apparatus DM Repairs	Hall of Records Window Washing Apparatus DM Repairs	2,500,000	2,412,000	-	2,412,000	3,450,000	-	3,450,000
25	IS	1	Internal Services	Adams and Grand Complex Lot 46 HVAC DM Repairs	Adams and Grand Complex Lot 46 HVAC DM Repairs	230,000	199,000	258,000	457,000	230,000	258,000	488,000
26	IS	1	Internal Services	Eastern Avenue Complex Crafts/Warehouse HVAC DM Repairs	Eastern Avenue Complex Crafts/Warehouse HVAC DM Repairs	1,400,000	1,137,000	6,080,000	7,226,000	14,000,000	(6,511,000)	7,489,000
27	IS	1	Internal Services	Eastern Avenue Crafts Shop HVAC Replacement Project	HVAC Replacement	350,000	34,000	(6,000)	28,000	407,000	(6,000)	399,000
28	IS	1	Internal Services	Eastlake Juvenile Court Lot 55 Parking Structure	Replace non-compliant panels; repair indoor lighting and exit signs; repair drain clogs and leaks	26,000	26,000	(26,000)	-	143,000	(25,834)	117,166
29	IS	1	Internal Services	ELA Civic Center Parking Structure 76 DM Repairs	ELA Civic Center Parking Structure 76 DM Repairs	1,752,000	71,000	(71,000)	-	1,834,000	(71,000)	1,763,000
30	IS	1	Internal Services	Parking Garage Lot 14 Performing Arts Center DM Repairs	Parking Garage Lot 14 Performing Arts Center DM Repairs	4,366,000	4,389,000	(4,389,000)	-	4,445,000	(4,389,000)	56,000
31	PW	1	Medical Examiner-Coroner	Coroner Admin & Investigations Site DM Repairs	Coroner Admin & Investigations Site DM Repairs	440,000	425,000	(425,000)	-	440,000	(440,000)	-
32	PW	1	Medical Examiner-Coroner	ME Mechanical, Fire Protection and Elevator DM Repairs	ME Mechanical, Fire Protection and Elevator DM Repairs	2,000,000	1,859,000	425,000	2,284,000	16,893,000	6,440,000	23,243,000
33	IS	1	Mental Health	East San Gabriel Valley Mental Health Center DM Repairs	East San Gabriel Valley Mental Health Center DM Repairs	2,498,000	2,223,000	(195,000)	2,028,000	2,607,000	(195,000)	2,412,000
34	PW	1	Natural History Museum	Natural History Museum Warehouse Fire Protection DM Repairs	Natural History Museum Warehouse Fire Protection DM Repairs	2,209,000	2,193,000	-	2,193,000	9,203,000	-	9,203,000
35	IS	1	Parks & Recreation	Amelia Mayberry Park Gymnasium DM Repairs	Replace inoperable furnace; repair HVAC equipment	11,000	22,450	(22,450)	-	23,000	(22,450)	550
36	PW	1	Parks & Recreation	Bassett Park Maintenance, Gymnasium and Multipurpose Buildings	HVAC, electrical and plumbing repairs	53,530	53,530	-	53,530	310,000	(48,000)	262,000
37	IS	1	Parks & Recreation	Belvedere Park Gym DM Repairs	HVAC and electrical repairs	34,000	19,760	1,240	21,000	60,000	1,240	61,240
38	PW	1	Parks & Recreation	City Terrace Park Bathhouse and Dome Building	HVAC, electrical and wall repairs	814,000	15,862	-	15,862	901,000	(401,000)	500,000
39	IS	1	Parks & Recreation	Dalton Park Roof Structure DM Repairs	Roof structural repair	359,000	127,624	(39,524)	88,100	455,000	(36,684)	418,316
40	IS	1	Parks & Recreation	Eastside Eddie Heredia Boxing Club DM Repairs	Eastside Eddie Heredia Boxing Club DM Repairs	2,893,000	2,766,000	83,000	2,849,000	2,970,000	83,000	3,053,000
41	IS	1	Parks & Recreation	Oregon Park Multipurpose Building	Roof, MEP repairs	444,000	285,624	(285,624)	-	530,000	(285,624)	244,376
42	IS	1	Parks & Recreation	Ruben Salazar Clubhouse	Replace exhaust fan, panelboard and ceiling tiles	96,000	96,431	69,778	166,209	199,000	69,778	188,778
43	IS	1	Parks & Recreation	Saybrook Park Recreation Building DM Repairs	Saybrook Park Recreation Building DM Repairs	2,065,000	1,883,000	(947,000)	936,000	2,139,000	(195,000)	1,944,000
44	PW	1	Parks & Recreation	Valleydale Park Office, Multipurpose and Senior Center Buildings	Roof, interior and flooring repairs	52,000	4,306	-	4,306	319,000	(4,089)	314,911
45	PW	1	Parks & Recreation	Whittier Narrows Recreation Area Service and Concession Buildings	Electrical, plumbing and exterior doors and windows repairs	672,000	184,521	-	184,521	771,000	(171,000)	600,000
46	IS	1	Parks & Recreation	WNRA Parks Bureau Police Station & Nature Center DM Repairs	WNRA Parks Bureau Police Station & Nature Center DM Repairs	3,445,000	3,295,000	(949,000)	2,346,000	3,520,000	(949,000)	2,571,000
47	IS	1	Probation	Central Juvenile Hall Bldgs. 10A and 16/17 DM Repairs	Central Juvenile Hall Bldgs. 10A and 16/17 DM Repairs	6,716,000	6,431,000	(330,000)	6,101,000	6,861,000	(330,000)	6,531,000
48	IS	1	Probation	Central Juvenile Hall Boys School Building 9	Replace non-compliant panelboards	20,000	2,139	(2,139)	-	74,000	(7,866)	66,134
49	IS	1	Probation	Central Juvenile Hall Electrical Enclosure	Electrical repairs	165,000	161,296	10,704	172,000	187,000	10,704	197,704
50	IS	1	Probation	Central Juvenile Hall Girls School 5B	Repair ceiling cracks; replace non-compliant electrical panels; floor tile repairs	296,000	211,065	-	211,065	315,000	-	315,000
51	IS	1	Probation	Central Juvenile Hall Lathrop Hall 3	Replace indoor air handling unit, and replace non-compliant electrical panels.	209,000	202,663	-	202,663	236,000	-	236,000
52	IS	1	Probation	CJH Building 5A Girls Classroom DM Repairs	CJH Building 5A Girls Classroom DM Repairs	386,000	28,000	38,000	66,000	587,000	38,000	625,000
53	IS	1	Probation	CJH Building 5B Boys Classroom DM Repairs	CJH Building 5B Boys Classroom DM Repairs	227,000	67,000	1,000	68,000	403,000	1,000	404,000
54	IS	1	Probation	CJH Fire Alarm DM Repairs	CJH Fire Alarm DM Repairs	1,607,000	-	65,000	65,000	2,800,000	65,000	2,865,000
55	IS	1	Probation	Dorothy Kirby Classroom B DM Repairs	Dorothy Kirby Classroom B DM Repairs	3,455,000	3,278,000	(2,538,000)	740,000	3,603,000	(2,538,000)	1,065,000
56	IS	1	Probation	Kirby Center Classroom B and Site Improvement DM Repairs	Kirby Center Admin HVAC and Site Improvement DM Repairs	306,000	250,000	2,191,000	2,441,000	3,055,000	(467,000)	2,588,000
57	IS	1	Probation	Kirby Center Classroom A Site DM Repairs	Kirby Center Classroom A Site DM Repairs	180,000	180,000	8,000	188,000	180,000	8,000	188,000
58	IS	1	Probation	Kirby Center Cottages A & B MEP and Site DM Repairs	Kirby Center Cottages A & B MEP and Site DM Repairs	384,000	330,000	3,101,000	3,431,000	3,835,000	(350,000)	3,485,000
59	IS	1	Probation	Kirby Center Cottages C & D MEP and Site DM Repairs	Kirby Center Cottages C & D MEP and Site DM Repairs	384,000	330,000	2,945,000	3,275,000	3,835,000	(506,000)	3,329,000
60	IS	1	Probation	Kirby Center Cottages E & F MEP and Site DM Repairs	Kirby Center Cottages E & F MEP and Site DM Repairs	381,000	327,000	2,968,000	3,295,000	3,905,000	(455,000)	3,350,000
61	IS	1	Probation	Kirby Center Kitchen/Cafeteria Plumbing DM Repairs	Kirby Center Kitchen/Cafeteria Plumbing DM Repairs	92,000	67,000	791,000	858,000	920,000	(37,000)	883,000
62	IS	1	Probation	Kirby Center Recreation BLDG. MEP and Site DM Repairs	Kirby Center Recreation BLDG. MEP and Site DM Repairs	147,000	87,000	1,317,000	1,404,000	1,470,000	(6,000)	1,464,000
63	IS	1	Probation	Kirby Center Security Cottage Roof & Electrical DM Repairs	Kirby Center Security Cottage Roof & Electrical DM Repairs	151,000	137,000	1,267,000	1,404,000	1,510,000	(92,000)	1,418,000
64	IS	1	Probation	Kirby Center Service Bldg. Plumbing DM Repairs	Kirby Center Service Bldg. Plumbing DM Repairs	340,000	324,000	(8,000)	316,000	340,000	-	332,000
65	IS	1	Probation	Probation East Los Angeles Area Office	Probation East Los Angeles Area Office	444,000	269,000	1,555,000	2,000	4,440,000	(2,441,000)	1,999,000
66	PW	1	Public Health	Central Public Health Center DM Repairs	Central Public Health Center DM Repairs	3,139,000	2,428,000	-	2,428,000	26,796,000	(7,796,000)	19,000,000
67	PW	1	Public Health	Pomona Public Health Center DM Repairs	Pomona Public Health Center DM Repairs	2,348,000	2,229,000	-	2,229,000	8,898,000	-	8,898,000
68	IS	1	Public Social Services	Belvedere District DPSS Parking Structure DM Repairs	Structural repairs	778,000	17,794	-	17,794	871,000	-	871,000
69	IS	1	Public Social Services	Cudahy AP Dist. Roof Fire Protection & HVAC DM Repairs	Cudahy AP Dist. Roof Fire Protection & HVAC DM Repairs	1,419,000	1,197,000	11,916,000	13,113,000	14,191,000	(856,000)	13,335,000
70	IS	1	Public Social Services	Lincoln Heights WS District Office DM Repairs	Interior, plumbing and electrical repairs	362,000	12,647	-	12,647	447,000	178	447,178
71	IS	1	Public Social Services	Metro East AP District Office HVAC and Roof DM Repairs	Metro East AP District Office HVAC and Roof DM Repairs	1,014,000	755,000	6,897,000	7,652,000	10,140,000	(2,229,000)	7,911,000
72	IS	1	Public Social Services	Metro Special District Office DM Repairs	HVAC and plumbing repairs	444,000	2,000	(2,000)	-	2,000	-	2,000
73	IS	1	Public Social Services	Pomona WS District Office	Pomona WS District Office	721,000	535,000	4,640,000	5,175,000	7,210,000	(1,849,000)	5,361,000
74	IS	1	Sheriff	Biscailuz RTC Laser Village DM Repairs	Biscailuz RTC Laser Village DM Repairs	225,000	137,000	(137,000)	-	225,000	(137,000)	88,000
75	IS	1	Sheriff	Biscailuz RTC SEB Kitchen/Mess Hall DM Repairs	Biscailuz RTC SEB Kitchen/Mess Hall DM Repairs	685,000	685,000	336,000	1,021,000	685,000	336,000	1,021,000
76	PW	1	Sheriff	East Los Angeles Station C.O.P.S. Building	East Los Angeles Station C.O.P.S. Building	359,000	288,000	17,000	305,000	2,296,000	(216,000)	2,080,000
77	IS	1	Sheriff	Pico Rivera Station	Pico Rivera Station	188,000	183,000	1,617,000	1,800,000	2,785,000	1,020,000	1,805,000
78	IS	1	Sheriff	Scientific Services Bureau Laboratory	Scientific Services Bureau Laboratory	574,000	341,000	2,111,000	2,452,000	2,390,000	296,000	2,686,000
79	IS	1	Sheriff	Sherman Block Sheriff's Headquarters Building (eBR)	Sherman Block Sheriff's Headquarters Building (eBR)	550,000	550,000	102,000	652,000	550,000	102,000	652,000
80	PW	1	Sheriff	Twin Towers Correctional Facility (Elevators eBR)	Twin Towers Correctional Facility (Elevators eBR)	4,415,000	4,176,000	(776,000)	3,400,000	50,639,000	(5,798,000)	44,841,000
81	PW	1	Sheriff	Walnut / Diamond Bar Regional Station	Walnut / Diamond Bar Regional Station	519,000	463,000	1,248,000	1,711,000	3,735,000	(1,666,000)	2,069,000

FACILITY REINVESTMENT PROGRAM BUDGET REALIGNMENTS

NO.	MGMT.	DIST.	DEPARTMENT	PROJECT NAME	PROJECT DESCRIPTION	FY 2019-20 APPROVED BUDGET	FY 2020-21 SUPPLEMENTAL BUDGET	FY 2020-21 BUDGET CHANGE	FY 2020-21 REVISED BUDGET	FY 2019-20 APPROVED TPCE	FY 2021-20 TPCE CHANGES	FY 2020-21 REVISED TPCE
82	IS	1	Sheriff	Walnut / Diamond Bar Regional Station C.O.P.S. Trailer	Walnut / Diamond Bar Regional Station C.O.P.S. Trailer	35,000	3,000	(3,000)	-	35,000	(3,000)	32,000
83	IS	1	Workforce Development	Centro Maravilla Service Center Building B DM Repairs	Centro Maravilla Service Center Building B DM Repairs	9,180,000	8,555,000	(5,653,000)	2,902,000	9,396,000	(5,653,000)	3,743,000
84	IS	1	Workforce Development	San Gabriel Valley Service Center DM Repairs	San Gabriel Valley Service Center DM Repairs	1,788,000	937,000	(79,000)	858,000	1,890,000	(79,000)	1,811,000
85	IS	2	Animal Care & Control	Carson ACC	Electrical & mechanical repairs	350,000	328,529	(134,493)	194,036	372,000	(134,493)	237,507
86	IS	2	Animal Care & Control	Carson ACC Kennels 1-3 and Cattery 3 DM Repairs	Carson ACC Kennels 1-3 and Cattery 3 DM Repairs	915,000	890,000	321,000	1,211,000	915,000	321,000	1,236,000
87	IS	2	Chief Executive Officer	Culver City Courthouse DM Repairs	Culver City Courthouse DM Repairs	977,000	683,000	2,199,000	2,882,000	992,000	1,307,000	2,299,000
88	IS	2	Chief Executive Officer	Culver City Courthouse HVAC and Building DM Repairs	HVAC and building repairs	3,926,000	3,223,000	4,313,000	7,536,000	3,940,000	4,313,000	8,253,000
89	IS	2	Chief Executive Officer	Culver City Courthouse Roof and Site DM Repairs	Culver City Courthouse Roof and Site DM Repairs	1,000,900	921,000	417,000	1,338,000	1,090,000	417,000	1,417,000
90	IS	2	Chief Executive Officer	Florence Firestone Comprehensive Child Care Center	Electrical Repairs/Replace non-compliant panelboards, switch boards, and wiring devices	71,000	67,582	(67,582)	-	144,000	(67,534)	76,066
91	IS	2	Children & Family Services	Willowbrook CCCC Fire Protection DM Repairs	Willow CCCC Fire Protection DM Repairs	439,000	396,000	(6,000)	390,000	439,000	(6,000)	433,000
92	IS	2	County Library	Carson Library DM Repairs	HVAC and plumbing repairs	884,000	884,176	(884,176)	-	887,000	(884,176)	2,824
93	IS	2	County Library	Carson Library Fire Protection DM Repairs	Carson Library Fire Protection DM Repairs	1,814,000	1,709,000	102,000	1,811,000	1,814,000	102,000	1,916,000
94	IS	2	County Library	Compton Library	Various electrical, roofing, HVAC and building system repairs	414,000	134,107	(75,867)	58,240	474,000	(75,734)	398,266
95	IS	2	County Library	Culver City Julian Daxon Library	Various building repairs	785,000	614,035	111,965	726,000	866,000	111,965	977,965
96	IS	2	County Library	Gardena Mayme Dear Library	Repair 3 panelboard, relocate 1 panelboard, replace 3 panelboards, replace 2 switchboards, re-install 2 light fixtures, replace missing electrical box cover.	412,000	204,147	117,853	322,000	453,000	117,853	570,853
97	IS	2	County Library	Graham Library	Various building system repairs	221,000	137,193	(89,031)	48,162	276,000	(88,846)	187,154
98	IS	2	County Library	Hawthorne Library	Package A/C unit, replace 1 motor control center.	941,000	837,587	106,413	946,000	985,000	106,413	1,093,413
99	IS	2	County Library	Lawndale Library	Various building system repairs	66,000	7,125	(7,125)	-	114,000	(7,241)	106,759
100	IS	2	County Library	Masao W Satow Library	Various building system repairs	217,000	159,328	-	159,328	217,000	-	217,000
101	IS	2	County Library	Woodcrest Library	Various roofing, electrical and HVAC repairs.	667,000	543,172	-	543,172	729,000	-	729,000
102	IS	2	County Library	Woodcrest Library DM Repairs	Electrical and plumbing repairs	51,000	51,000	(51,000)	73,000	-	(51,000)	22,000
103	IS	2	Internal Services	ISD Facilities Operations Service Building Dist. 3 DM Repairs	Electrical repairs	39,000	12,642	-	12,642	42,000	-	42,000
104	PW	2	Natural History Museum	Natural History Museum Repairs	Natural History Museum Repairs	2,930,000	11,179,000	(2,665,000)	8,514,000	8,933,000	-	8,933,000
105	PW	2	Parks & Recreation	Alondra Community Regional Park DM Repairs	HVAC, plumbing, electrical and interior door repairs picnic shelters, recreation building and electrical Room	498,000	61,873	-	61,873	578,000	-	578,000
106	IS	2	Parks & Recreation	Alondra Park Electrical Room DM Repairs	HVAC repairs	28,000	28,000	-	28,000	28,000	-	28,000
107	IS	2	Parks & Recreation	Athens Park Activities Building DM Repairs	HVAC and electrical repairs	6,000	5,145	-	5,145	6,000	-	6,000
108	IS	2	Parks & Recreation	Campanella Park - Recreation Building DM Repairs	Campanella Park - Recreation Building DM Repairs	3,522,000	3,422,000	(2,353,000)	1,069,000	3,596,000	(2,353,000)	1,243,000
109	PW	2	Parks & Recreation	Franklin D. Roosevelt Park Gymnasium and Bathhouse	HVAC, electrical and plumbing repairs	223,000	(18,800)	18,800	-	290,000	(100,000)	190,000
110	PW	2	Parks & Recreation	Jesse Owens Community Regional Park Pool house and Gymnasium	HVAC, electrical and plumbing repairs	218,000	28,229	-	28,229	284,000	-	284,000
111	IS	2	Parks & Recreation	Ladera Park Recreation Building/ Office	Electrical and sprinkler repair	17,000	12,700	-	12,700	17,000	-	17,000
112	PW	2	Parks & Recreation	Mayberry Park Gymnasium and Activities Building and Maintenance Shed	HVAC, electrical, plumbing and roof repairs	1,084,000	120,021	-	120,021	1,168,000	(368,000)	800,000
113	IS	2	Parks & Recreation	South Services Agency Mechanical Shops	HVAC repairs Furnaces	31,000	25,009	(25,009)	-	105,000	(25,009)	79,991
114	IS	2	Parks & Recreation	Ted Watkins Comfort Station 2	Electrical repairs	27,000	26,316	-	26,316	27,000	-	27,000
115	PW	2	Parks & Recreation	Victoria Park Gymnasium	HVAC, electrical and plumbing repairs	3,522,000	101,101	-	330,000	3,623,000	-	3,623,000
116	PW	2	Public Health	Curtis Tucker Public Health Center DM Repairs	Curtis Tucker Public Health Center DM Repairs	2,777,000	2,654,000	-	2,654,000	6,607,000	-	6,607,000
117	PW	2	Public Health	Ruth Temple PHC Electrical DM Repairs	Ruth Temple PHC Electrical DM Repairs	4,404,000	3,683,000	-	3,683,000	10,658,000	(4,158,000)	6,500,000
118	IS	2	Public Social Services	Florence AP District Office	Florence AP District Office	797,000	269,000	5,838,000	6,107,000	7,970,000	(1,335,000)	6,635,000
119	IS	2	Public Social Services	South Central AP District Office	South Central AP District Office	970,000	609,000	4,906,000	5,515,000	9,699,000	(3,823,000)	5,876,000
120	PW	2	Sheriff	CRDF Roof Elevator and Fire Protection DM Repairs	CRDF Roof Elevator and Fire Protection DM Repairs	4,053,000	3,956,000	(2,816,000)	1,140,000	32,546,000	(3,523,000)	29,023,000
121	IS	2	Sheriff	Lynwood Regional Justice Center	Lynwood Regional Justice Center	498,000	496,000	4,124,000	4,620,000	2,075,000	8,744,000	10,819,000
122	IS	3	Animal Care & Control	Animal Control #7 - Agoura Spay and Neuter Clinic	Replace non-compliant panelboards; duct cleaning, lighting controls,	617,000	593,318	486,000	1,079,318	670,000	974,000	1,644,000
123	PW	3	Beaches & Harbor	Point Dume Restrooms 1, 2 & 3 DM Repairs	Structural repairs; building accessibility repairs; interior finishes	1,890,000	1,623,000	-	1,623,000	2,875,000	(500,000)	2,375,000
124	IS	3	Beaches & Harbor	Will Rogers SB Restrooms A/Concession DM Repairs	Will Rogers SB Restrooms A/Concession DM Repairs	75,000	33,000	(33,000)	-	75,000	(33,000)	42,000
125	PW	3	Beaches & Harbor	Zuma Beach Restrooms 4, 5, 6, 7 & 8 DM Repairs	Structural repairs; building accessibility repairs; interior finishes	1,890,000	1,475,000	-	1,475,000	9,689,000	-	9,689,000
126	IS	3	Chief Executive Officer	Malibu Admin & Investigations Site DM Repairs	Malibu Admin & Investigations Site DM Repairs	200,000	117,000	859,000	976,000	1,339,000	(280,000)	1,059,000
127	IS	3	Internal Services	FOS District 2 Service Building Roof DM Repairs	FOS District 2 Service Building Roof DM Repairs	1,140,000	519,000	(187,000)	332,000	1,140,000	(187,000)	953,000
128	IS	3	Mental Health	Edmund D. Edelman Westside MH Center DM Repairs	MEP and fire protection repairs	335,000	20,905	-	20,905	384,000	-	384,000
129	PW	3	Natural History Museum	George C Page Museum MEP DM Repairs	George C Page Museum MEP DM Repairs	3,842,000	3,319,000	-	3,319,000	8,292,000	(3,292,000)	5,000,000
130	IS	3	Parks & Recreation	Highland Camrose Bungalow H DM Repairs	Electrical repairs	23,000	20,957	-	20,957	23,000	-	23,000
131	IS	3	Parks & Recreation	Hollywood Bowl - Lighting Booth DM Repairs	Electrical and building repairs	68,000	68,000	(68,000)	-	68,000	(68,000)	-
132	IS	3	Parks & Recreation	Hollywood Bowl - Museum & Main Kitchen	Exterior building repairs	303,000	15,165	(15,165)	-	303,000	(15,165)	287,835
133	IS	3	Parks & Recreation	Hollywood Bowl - Restroom 1 & Office DM Repairs	Plumbing, electrical and interior building repairs	78,000	77,880	(77,880)	-	99,000	(77,880)	21,120
134	IS	3	Parks & Recreation	Hollywood Bowl - Volunteer Cottage	Restroom Accessories and Electrical Repairs	2,000	2,000	(2,000)	-	33,000	(2,000)	31,000
135	IS	3	Probation	Barry J. Nidorf Juvenile Hall Infirmery 13 DM Repairs	Barry J. Nidorf Juvenile Hall Infirmery 13 DM Repairs	1,397,000	1,303,000	101,000	1,404,000	1,478,000	101,000	1,579,000
136	IS	3	Probation	Barry J. Nidorf Dorm Guard Post DM Repairs	Roof and HVAC repairs, paint	18,000	18,000	-	18,000	18,000	-	18,000
137	IS	3	Probation	Barry J. Nidorf Juvenile Hall N Area School Office 4 DM Repairs	Electrical and interior repairs	31,000	4,472	(4,472)	-	89,000	(4,944)	84,056
138	IS	3	Probation	Barry J. Nidorf Juvenile Hall Parking Structure DM Repairs	Fire protection system and lighting repairs	29,000	29,000	(29,000)	-	88,000	(28,616)	59,384
139	IS	3	Probation	Probation East San Fernando Valley Area Office DM Repairs	Electrical repairs	212,000	199,000	(17,000)	182,000	294,000	(17,000)	277,000
140	PW	3	Public Health	Hollywood Wilshire Public Health Center DM Repairs	Hollywood Wilshire Public Health Center DM Repairs	6,075,000	3,837,000	-	3,837,000	19,926,000	(7,926,000)	12,000,000
141	IS	3	Public Health	Pacoima Public Health Center DM Repairs	Pacoima Public Health Center DM Repairs	3,275,000	3,154,000	589,000	3,743,000	3,374,000	-	3,374,000
142	IS	3	Registrar Recorder	Van Nuys County Admin Center Building DM Repairs	Van Nuys County Admin Center Building DM Repairs	4,642,000	4,281,000	(994,000)	3,287,000	4,755,000	(994,000)	3,761,000
143	PW	3	Sheriff	West Hollywood Station	West Hollywood Station	242,000	197,000	8,000	205,000	1,497,000	(370,000)	1,127,000
144	IS	4	Animal Care & Control	ACC Headquarters	Building MEP Priority 7	37,000	22,660	(11,660)	11,000	179,000	(11,660)	167,340
145	IS	4	Animal Care & Control	Animal Care & Control Headquarters	Replace Insulation, Acoustic Ceiling panels	206,000	206,000	(206,000)	-	206,000	(206,000)	-
146	IS	4	Animal Care & Control	Downey ACC Admin Bldg. and Kennel 2 DM Repairs	Downey ACC Admin Bldg. and Kennel 2 DM Repairs	1,055,000	942,000	385,000	1,327,000	1,055,000	385,000	1,440,000
147	IS	4	Animal Care & Control	Downey Animal Care & Control Kennel Bldg. 1 DM Repairs	Mechanical, electrical, building repairs	261,000	38,205	(38,205)	-	333,000	(38,205)	294,795
148	IS	4	Beaches & Harbor	Dockweiler Beach Gills Restroom DM Repairs	Electrical repairs	19,000	11,345	-	11,345	19,000	-	19,000
149	PW	4	Beaches & Harbor	Manhattan Beach Marine Ave. Restroom DM Repairs	Structural repairs; building accessibility repairs; interior finishes	1,359,000	1,200,000	-	1,200,000	1,795,000	-	1,795,000
150	PW	4	Beaches & Harbor	Manhattan Beach; Concession Stand	HVAC, electrical, plumbing, ceiling and wall repairs	306,000	-	-	-	306,000	(306,000)	-
151	PW	4	Beaches & Harbor	Redondo Beach Avenue C Restroom DM Repairs	Structural repairs; building accessibility repairs; interior finishes	1,101,000	1,010,000	-	1,010,000	1,779,000	-	1,779,000
152	PW	4	Beaches & Harbor	Redondo Beach Knob Hill Restroom DM Repairs	Structural repairs; building accessibility repairs; plumbing repairs;	1,084,000	974,000	-	974,000	3,127,000	-	3,127,000
153	IS	4	County Library	Angelo M Iacoboni Library DM Repairs	Angelo M Iacoboni Library DM Repairs	2,632,000	2,294,000	119,000	2,413,000	2,749,000	119,000	2,868,000
154	IS	4	County Library	Hacienda Heights Library DM Repairs	Hacienda Heights Library DM Repairs	5,732,000	5,447,000	(4,733,000)	714,000	5,807,000	(4,733,000)	1,074,000
155	IS	4	County Library	La Mirada Library DM Repairs	La Mirada Library DM Repairs	2,430,000	2,330,000	344,000	2,674,000	2,457,000	344,000	2,801,000
156	IS	4	County Library	Norwalk Library	Replace missing electrical covers, replace 9 panelboards, replace 2	744,000	203,287	(203,287)	-	808,000	(203,287)	604,713
157	IS	4	County Library	Norwalk Library Fire Protection DM Repairs	Norwalk Library Fire Protection DM Repairs	18,000	11,000	(11,000)	-	18,000	(11,000)	7,000
158	IS	4	County Library	Paramount Library	Replace panels, 1 transformer, missing electrical covers, and 2 light	202,000	179,479	(179,479)	-	244,000	(179,230)	64,770
159	IS	4	Internal Services	Downey Admin Center ISD / ITS Data Records Storage	Downey Admin Center ISD / ITS Data Records Storage	150,000	118,000	(118,000)	-	150,000	(118,000)	32,000
160	IS	4	Internal Services	Downey ISD Employee Entrance	Exterior building repairs	210,000	34,339	(33,339)	1,000	213,000	(33,339)	179,661
161	IS	4	Parks & Recreation	Adventure Park Activities Building DM Repairs	HVAC repairs	5,000	616	(616)	-	22,000	(616)	21,384
162	IS	4	Parks & Recreation	Cerritos Regional County Park Electrical Substation DM Repairs	HVAC and electrical repairs	12,000	12,000	(12,000)	-	26,000	(12,000)	14,000
163	IS	4	Parks & Recreation	Sorensen Activities & Recreation Building DM Repairs	Sorensen Activities & Recreation Building DM Repairs	4,404,000	4,214,000	(3,814,000)	400,000	4,470,000	(3,814,000)	656,000
164	IS	4	Parks & Recreation	Steinmetz Park Recreation Building	Electrical repairs	29,000	13,022	(13,022)	-	34,000	(13,172)	20,828
165	IS	4	Parks & Recreation	Steinmetz Park Senior Center DM Repairs	Steinmetz Park Senior Center DM Repairs	1,519,000	400,000	(244,000)	156,000	1,580,000	(244,000)	1,336,000
166	IS	4	Probation	Los Padinos Boys Dorm A/B 6	Replace non-compliant electrical panelboards. Repair cracks on	431,000	431,000	(430,198)	802	463,000	(430,198)	32,802

FACILITY REINVESTMENT PROGRAM BUDGET REALIGNMENTS

NO.	MGMT.	DIST.	DEPARTMENT	PROJECT NAME	PROJECT DESCRIPTION	FY 2019-20 APPROVED BUDGET	FY 2020-21 SUPPLEMENTAL BUDGET	FY 2020-21 BUDGET CHANGE	FY 2020-21 REVISED BUDGET	FY 2019-20 APPROVED TPCE	FY 2021-20 TPCE CHANGES	FY 2020-21 REVISED TPCE
167	IS	4	Probation	Los Padrinos Boys Dorm C/D 5	Replace non-compliant electrical panelboards, and noncompliant	60,000	60,000	(59,198)	802	83,000	(59,198)	23,802
168	IS	4	Probation	Los Padrinos Boys Dorm L/M 13	Electrical and building repairs.	138,000	138,259	(138,259)	-	164,000	(138,259)	25,741
169	IS	4	Probation	Los Padrinos Central Plant Building	Replace non-compliant electrical panelboards, switch gear, and	360,000	360,000	(360,000)	-	414,000	(360,000)	54,000
170	IS	4	Probation	Los Padrinos Girls Classroom / Gym 15	Building repairs; piping broken vents, paint and coating.	267,000	267,136	(267,136)	-	459,000	(267,136)	191,864
171	IS	4	Probation	Los Padrinos Girls Dorm P/Q 2-SHU DM Repairs	Electrical repairs	36,000	11,304	-	11,304	69,000	-	69,000
172	IS	4	Probation	Los Padrinos Girls J 10	Replace non-compliant electrical panelboards	274,000	274,267	(273,465)	802	384,000	(273,465)	110,535
173	IS	4	Probation	Los Padrinos JH Boy's Classroom/Gym 7	Exterior & Interior	547,000	547,000	(547,000)	-	552,000	(547,000)	5,000
174	IS	4	Probation	Los Padrinos Juvenile Courthouse 1 DM Repairs	Electrical, paint, and plumbing repairs	83,000	83,474	(83,474)	-	109,000	(83,256)	25,744
175	IS	4	Probation	Los Padrinos Juvenile Hall - Boys Dorm E/F	Replace broken outlets, panel board, install 4 new emergency lights,	126,000	126,000	(125,459)	541	150,000	(125,459)	24,541
176	IS	4	Probation	Los Padrinos Juvenile Hall - Boy's Dorm N/O 14	Interior & ADA Upgrades	111,000	111,071	(110,569)	502	193,000	(110,569)	82,431
177	IS	4	Public Health	Public Health Laboratories Building 1100 DM Repairs	Public Health Laboratories Building 1100 DM Repairs	1,616,000	1,144,000	(1,144,000)	-	1,714,000	(1,143,557)	570,443
178	IS	4	Public Health	Public Health Laboratories Building 1100 DM Repairs	Public Health Laboratories Building 1100 DM Repairs	395,000	88,756	(46,756)	42,000	453,000	(46,756)	406,244
179	IS	4	Public Health	Whittier Public Health Center DM Repairs	Building repairs	8,000	341	(341)	-	8,000	(341)	7,659
180	PW	4	Public Health	Whittier Public Health Center DM Repairs	Whittier Public Health Center DM Repairs	1,603,000	1,524,000	-	1,524,000	7,412,000	-	7,412,000
181	IS	4	Registrar Recorder	Harry Hufford RR CC DM Repairs	Harry Hufford RR CC DM Repairs	4,180,000	3,999,000	(273,000)	3,726,000	4,334,000	(273,000)	4,061,000
182	IS	4	Registrar Recorder	RR/CC HQ Generator and Switch Replacement	RR/CC HQ Generator and Switch Replacement	4,925,000	3,690,000	(1,858,000)	1,832,000	5,000,000	(1,858,000)	3,142,000
183	PW	4	Sheriff	Norwalk Station	Norwalk Station	1,690,000	1,568,000	(788,000)	780,000	13,251,000	(5,795,000)	7,456,000
184	IS	4	Workforce Development	San Pedro Service Center	Interior repairs; ceiling, walls, doors and floors	194,000	194,000	(194,000)	-	278,000	(193,836)	84,164
185	IS	5	Animal Care & Control	ACC Castaic Admin/Utility Bldg.	Building/Roofing & Roof HVAC Equip.	439,000	40,133	155,867	196,000	591,000	155,867	746,867
186	IS	5	Animal Care & Control	Castaic ACC Kennel Building DM Repairs	Castaic ACC Kennel Building DM Repairs	250,000	38,000	450,000	488,000	250,000	450,000	700,000
187	IS	5	Animal Care & Control	Lancaster ACC Utility Bldg. HVAC DM Repairs	Lancaster ACC Utility Bldg. HVAC DM Repairs	320,000	293,000	(293,000)	-	320,000	(293,000)	27,000
188	IS	5	County Library	Claremont Library	Replace 5 GFC's, replace 1 transformer, replace 5 panelboards,	253,000	94,237	143,563	237,800	275,000	143,563	418,563
189	IS	5	County Library	La Canada-Flintridge Library	Trim trees, repair walkways, repair water meter, repair metal framing,	173,000	-	-	-	532,000	65	532,065
190	IS	5	County Library	San Dimas Library	Replace GFC's, carpeting, floor repair, clean registers, replace	845,000	383,503	(383,503)	-	867,000	(383,033)	483,967
191	IS	5	County Library	San Dimas Library HVAC DM Repairs	San Dimas Library HVAC DM Repairs	424,000	193,000	2,371,000	2,564,000	2,330,000	465,000	2,795,000
192	IS	5	Internal Services	ISD Pitchess Cogeneration Power Plant DM Repairs	Building and electrical repairs	10,000	-	-	-	90,000	(13)	89,987
193	IS	5	Internal Services	Regional Facilities Construction Division Roof DM Repairs	Regional Facilities Construction Division Roof DM Repairs	425,000	389,000	217,000	606,000	425,000	217,000	642,000
194	IS	5	Internal Services (HS)	Olive View Cogeneration Plant (ISD)	Roofing Replacement/Replace drinking deteriorated fountain;	5,000	3,000	(3,000)	-	319,000	(3,021)	315,979
195	IS	5	Parks & Recreation	Apollo Community Regional Park- Pump Room DM Repairs	Electrical HVAC and building repairs	33,000	33,240	(33,240)	-	81,000	(33,240)	47,760
196	PW	5	Parks & Recreation	Arboretum Repairs	Arboretum Repairs	3,139,000	5,892,000	(3,034,000)	2,858,000	3,533,000	-	3,533,000
197	PW	5	Parks & Recreation	Arcadia Park DM Repairs	HVAC, electrical and plumbing repairs	153,000	173,173	-	173,173	450,000	-	677,000
198	PW	5	Parks & Recreation	Bonelli Regional Park Various DM Repairs	HVAC, electrical, plumbing, interior doors repairs and replacements	1,001,000	(122,838)	122,838	-	1,193,000	123,185	1,316,185
199	PW	5	Parks & Recreation	Castaic Lake Various DM System Replacements and Repairs	HVAC, electrical, plumbing, roof, exterior doors and windows repairs	1,865,000	(116,400)	116,400	-	1,939,000	(839,000)	1,100,000
200	IS	5	Parks & Recreation	Charles Farnsworth Park Regional Office	Replace 1 switchboard and 1 panelboard	220,000	88,252	(87,252)	1,000	238,000	(87,252)	150,748
201	IS	5	Parks & Recreation	Crescenta Valley Park Service Building DM Repairs	Crescenta Valley Park Service Building DM Repairs	1,625,000	1,448,000	(968,000)	480,000	1,674,000	(968,000)	706,000
202	IS	5	Parks & Recreation	Dascanso Gardens - Tea House DM Repairs	HVAC and electrical repairs	33,000	33,000	-	33,000	33,000	-	33,000
203	IS	5	Parks & Recreation	Dexter Gymnasium/Recreation Building DM Repairs	Electrical and plumbing repairs	1,000	12,620	(12,620)	-	62,000	(12,620)	49,380
204	IS	5	Parks & Recreation	Hart Park Residence Museum And Patios DM Repairs	Electrical repairs	10,000	10,000	-	10,000	10,000	-	10,000
205	IS	5	Parks & Recreation	Marshall Canyon Tree Farm	Replace AC units, wall heater, domestic water heater and electrical	28,000	28,100	(28,100)	-	127,000	(28,100)	98,900
206	IS	5	Parks & Recreation	Pamela Park Recreation Building	Electrical and HVAC repairs	10,000	2,584	(2,584)	-	58,000	(2,758)	55,242
207	IS	5	Parks & Recreation	Placerita Canyon Nature Center, Nature Study Room	MEP repairs	18,000	18,000	-	18,000	18,000	-	18,000
208	IS	5	Parks & Recreation	Santa Clarita Valley Senior Center	MEP repairs	252,000	178,770	(178,770)	-	286,000	(179,073)	106,927
209	IS	5	Parks & Recreation	Tesoro Adobe Historic Park, Wash House	Exterior repair and paint	42,000	-	41,000	41,000	42,000	41,000	83,000
210	IS	5	Probation	Afflerbaugh Dorm & Rec Bldg. Electrical DM Repairs	Afflerbaugh Dorm & Rec Bldg. Electrical DM Repairs	1,835,000	1,775,000	(1,294,000)	481,000	3,790,000	(1,294,000)	2,496,000
211	IS	5	Probation	Camp Glenn Rockey Administration Building DM Repairs	MEP repairs	55,000	24,514	-	24,514	86,000	-	86,000
212	IS	5	Probation	Camp Glenn Rockey Maintenance Building DM Repairs	Refurbish Interior	86,000	41,015	-	41,015	138,000	-	138,000
213	IS	5	Probation	Camp Glenn Rockey Pump House Plumbing DM Repairs	Camp Glenn Rockey Pump House Plumbing DM Repairs	727,000	680,000	2,449,000	3,129,000	4,000,000	(824,000)	3,176,000
214	IS	5	Probation	Camp Glenn Rockey Recreation Building DM Repairs	Camp Glenn Rockey Recreation Building DM Repairs	4,035,000	3,738,000	(271,000)	3,467,000	4,154,000	(271,000)	3,883,000
215	IS	5	Probation	Camp Glenn Rockey School Annex HVAC DM Repairs	Camp Glenn Rockey School Annex HVAC DM Repairs	250,000	208,000	(208,000)	-	250,000	(208,000)	42,000
216	IS	5	Probation	Camp Glenn Rockey School Building DM Repairs	HVAC and electrical repairs	47,000	13,775	-	13,775	78,000	-	78,000
217	IS	5	Probation	Camp Scott Recreation Building DM Repairs	Camp Scott Recreation Building DM Repairs	2,687,000	2,304,000	(1,927,000)	377,000	2,859,000	(1,927,000)	932,000
218	IS	5	Probation	Camp Scudder Administration Fire Protection DM Repairs	Camp Scudder Administration Fire Protection DM Repairs	237,000	237,000	9,000	246,000	237,000	9,000	246,000
219	IS	5	Probation	Glenn Rockey Dorm, Admin & School Fire System DM Repairs	Glenn Rockey Dorm, Admin & School Fire System DM Repairs	1,136,000	1,136,000	(269,000)	867,000	1,136,000	(269,000)	867,000
220	IS	5	Probation	Northeast Juvenile Justice Center Building 1 DM Repairs	Northeast Juvenile Justice Center Building 1 DM Repairs	2,181,000	1,972,000	200,000	2,172,000	2,300,000	212,000	2,512,000
221	IS	5	Probation	Scudder School Bldg. Roof & Fire Protection DM Repairs	Scudder School Bldg. Roof & Fire Protection DM Repairs	434,000	432,000	73,000	505,000	434,000	73,000	507,000
222	IS	5	Public Health	Burbank Public Health Center DM Repairs	Burbank Public Health Center DM Repairs	1,900,000	1,218,000	(84,000)	1,134,000	2,009,000	(84,000)	1,925,000
223	PW	5	Public Health	Glendale PHC HVAC and Electrical DM Repairs	Glendale PHC HVAC and Electrical DM Repairs	4,541,000	3,701,000	-	3,701,000	6,846,000	(2,846,000)	4,000,000
224	PW	5	Public Health	Monrovia Public Health Center DM Repairs	Monrovia Public Health Center DM Repairs	1,466,000	1,227,000	-	1,227,000	5,430,000	-	5,430,000
225	IS	5	Public Social Services	Pasadena AP District Office	Pasadena AP District Office	678,000	119,000	2,134,000	2,253,000	6,778,000	(3,966,000)	2,812,000
226	PW	5	Public Works/Public Health	Antelope Valley K-6 Building A&B DM Repairs	Antelope Valley K-6 Building A&B DM Repairs	3,831,000	1,933,000	-	1,933,000	3,943,000	-	3,943,000
227	IS	5	Sheriff	Altadena Station Backhouse 3	Altadena Station Backhouse 4	45,000	6,000	(6,000)	-	45,000	(6,000)	39,000
228	PW	5	Sheriff	Crescenta Valley Station	Crescenta Valley Station	265,000	219,000	46,000	265,000	1,528,000	(460,000)	1,068,000
229	IS	5	Sheriff	Detective Services East	Detective Services East	188,000	184,000	2,139,000	2,323,000	783,000	2,139,000	2,922,000
230	PW	5	Sheriff	PDC Roof, HVAC and Water Distribution (eBR) DM Repairs	PDC Roof, HVAC and Water Distribution (eBR) DM Repairs	963,000	811,000	(11,000)	800,000	7,170,000	400,000	7,570,000
231	PW	5	Sheriff	San Dimas Station	San Dimas Station	241,000	205,000	70,000	275,000	1,485,000	(112,000)	1,373,000
232	IS	5	Workforce Development	Antelope Valley SC Roof Plumbing & HVAC DM Repairs	Antelope Valley SC Roof Plumbing & HVAC DM Repairs	307,000	241,000	521,000	762,000	1,690,000	(862,000)	828,000
233	IS	5	Workforce Development	Antelope Valley Senior Center	Building Repairs	354,000	192,279	(192,279)	-	354,000	(192,279)	161,721
TOTAL						241,750,000	207,277,365	31,005,852	238,283,217	620,586,000	(97,687,459)	522,900,000

January 05, 2021

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2020-21
4 - VOTES

SOURCES	USES
BA DETAIL - SEE ATTACHMENT PAGES 1 - 7	BA DETAIL - SEE ATTACHMENT PAGES 1 - 7

SOURCES TOTAL **\$ 141,963,000**

USES TOTAL **\$ 141,963,000**

JUSTIFICATION

Reflects transfers of net County cost between the Extraordinary Maintenance Budget and various general fund capital projects; and adjusts Lease Revenue Obligation Notes appropriation and revenue in special fund capital projects to fund projects in the Facility Reinvestment Program.

AUTHORIZED SIGNATURE JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY _____	CHIEF EXECUTIVE OFFICER
B.A. NO. _____	DATE _____	BY _____
		DATE _____

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21		4 - VOTES	
SOURCES		USES	
EXTRAORDINARY MAINTENANCE		ANIMAL CARE AND CONTROL	
A01-CF-2000-12810		Carson ACC Kennels 1-3 and Cattery 3 DM Repairs	
SERVICES & SUPPLIES		A01-CP-6014-65023-87615	
DECREASE APPROPRIATION	45,359,000	CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	321,000
		ANIMAL CARE AND CONTROL	
		Downey ACC Admin Bldg. and Kennel 2 DM Repairs	
		A01-CP-6014-65023-87616	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	385,000
		ANIMAL CARE AND CONTROL	
		Castaic ACC Kennel Building DM Repairs	
		A01-CP-6014-65023-87618	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	450,000
		CHIEF EXECUTIVE OFFICER	
		Culver City Courthouse Roof and Site DM Repairs	
		A01-CP-6014-65076-87625	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	417,000
		CHIEF EXECUTIVE OFFICER	
		MALIBU ADMIN GARAGE/UTILITY ROOF/FIRE DM REPAIRS	
		A01-CP-6014-65076-87631	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	859,000
		CORONER	
		ME MECHANICAL FIRE PROTECTION AND ELECTRICAL DM REPAIRS	
		A01-CP-6014-65029-87496	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	425,000
		INTERNAL SERVICES DEPARTMENT	
		Adams and Grand Complex Lot 46 HVAC DM Repairs	
		A01-CP-6014-65049-87626	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	258,000
		INTERNAL SERVICES DEPARTMENT	
		Regional Facilities Construction Division Roof DM Repairs	
		A01-CP-6014-65049-87629	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	217,000
		LA COUNTY LIBRARY	
		ANGELO M IACOBONI LIBRARY DM REPAIRS	
		A01-CP-6014-65044-87523	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	158,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21	
4 - VOTES	
SOURCES	USES
	LA COUNTY LIBRARY ANTHONY QUINN LIBRARY DM REPAIRS A01-CP-6014-65044-87524 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 17,000
	LA COUNTY LIBRARY Carson Library Fire Protection DM Repairs A01-CP-6014-65044-87640 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 102,000
	LA COUNTY LIBRARY San Dimas Library HVAC DM Repairs A01-CP-6014-65044-87642 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 2,371,000
	LA COUNTY LIBRARY West Covina Library HVAC DM Repairs A01-CP-6014-65044-87643 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 1,140,000
	PROBATION Camp Scudder Administration Fire Protection DM Repairs A01-CP-6014-65042-87638 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 9,000
	PROBATION SCUDDER SCHOOL BLDG ROOF & FIRE PROTECTION DM REPAIRS A01-CP-6014-65042-87688 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 73,000
	PROBATION CJH BUILDING 5A GIRLS CLASSROOM DM REPAIRS A01-CP-6014-65042-87504 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 38,000
	PROBATION CJH BUILDING 5B BOYS CLASSROOM DM REPAIRS A01-CP-6014-65042-87505 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 1,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES	
SOURCES	USES
	PROBATION CJH FIRE ALRM DM REPAIRS A01-CP-6014-65042-87511 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 65,000
	PROBATION Probation East Los Angeles Area Office A01-CP-6014-65042-87633 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 1,555,000
	PROBATION Kirby Center Admin HVAC and Site Improvement DM Repairs A01-CP-6014-65042-87659 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 2,191,000
	PROBATION Kirby Center Classroom A Site DM Repairs A01-CP-6014-65042-87660 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 8,000
	PROBATION Kirby Center Cottages A & B MEP and Site DM Repairs A01-CP-6014-65042-87662 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 3,101,000
	PROBATION Kirby Center Cottages C & D MEP and Site DM Repairs A01-CP-6014-65042-87663 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 2,945,000
	PROBATION Kirby Center Cottages E & F MEP and Site DM Repairs A01-CP-6014-65042-87664 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 2,968,000
	PROBATION Kirby Center Kitchen/Cafeteria Plumbing DM Repairs A01-CP-6014-65042-87665 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 791,000
	PROBATION Kirby Center Recreation Bldg. MEP and Site DM Repairs A01-CP-6014-65042-87666 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 1,317,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21	
4 - VOTES	
SOURCES	USES
	PROBATION
	Kirby Center Security Cottage Roof and Electrical DM Repairs
	A01-CP-6014-65042-87667
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 1,267,000
	PROBATION
	Camp Glenn Rockey Pump House Plumbing DM Repairs
	A01-CP-6014-65042-87637
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 2,449,000
	PUBLIC HEALTH
	PACOIMA PUBLIC HEALTH CENTER DM REPAIRS
	A01-CP-6014-65058-87522
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 82,000
	PUBLIC SOCIAL SERVICES
	South Central AP District Office
	A01-CP-6014-65073-87648
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 4,906,000
	PUBLIC SOCIAL SERVICES
	Pasadena AP District Office
	A01-CP-6014-65073-87649
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 2,134,000
	SHERIFF DEPARTMENT
	Crescenta Valley Station
	A01-CP-6014-65046-87650
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 46,000
	SHERIFF DEPARTMENT
	East Los Angeles Station C.O.P.S. Building
	A01-CP-6014-65046-87652
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 17,000
	SHERIFF DEPARTMENT
	BISCAILUZ RTC SEB KITCHEN/MESS HALL DM REPAIRS
	A01-CP-6014-65046-87690
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 336,000
	SHERIFF DEPARTMENT
	Scientific Services Bureau Laboratory
	A01-CP-6014-65046-87670
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 2,111,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21	
4 - VOTES	
SOURCES	USES
	SHERIFF DEPARTMENT
	Sherman Block Sheriff's Headquarters Building (eBR)
	A01-CP-6014-65046-87671
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 102,000
	SHERIFF DEPARTMENT
	Walnut / Diamond Bar Regional Station
	A01-CP-6014-65046-87679
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 1,248,000
	SHERIFF DEPARTMENT
	Lynwood Regional Justice Center
	A01-CP-6014-65046-87651
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 4,124,000
	SHERIFF DEPARTMENT
	Pico Rivera Station
	A01-CP-6014-65046-87673
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 1,617,000
	SHERIFF DEPARTMENT
	West Hollywood Station
	A01-CP-6014-65046-87674
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 8,000
	SHERIFF DEPARTMENT
	Detective Services East
	A01-CP-6014-65046-87653
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 2,139,000
	SHERIFF DEPARTMENT
	San Dimas Station
	A01-CP-6014-65046-87677
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 70,000
	WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES
	ANTELOPE VALLEY SC ROOF PLUMBING & HVAC DM REPAIRS
	A01-CP-6014-65054-87681
	CAPITAL ASSETS - B & I
	INCREASE APPROPRIATION 521,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES			
SOURCES		USES	
AGRICULTURAL COMMISSIONER-WEIGHTS AND MEASURES			
AG COMM TOXICOLOGY LAB BUILDING REPURPOSE		EXTRAORDINARY MAINTENANCE	
A01-CP-6014-65067-87429		A01-CF-2000-12810	
CAPITAL ASSETS - B & I		SERVICES & SUPPLIES	
DECREASE APPROPRIATION	1,800,000	INCREASE APPROPRIATION	18,999,000
ANIMAL CARE AND CONTROL			
Baldwin Park ACC Admin and Kennel D DM Repairs			
A01-CP-6014-65023-87614			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	504,000		
ANIMAL CARE AND CONTROL			
Lancaster ACC Utility Bldg. HVAC DM Repairs			
A01-CP-6014-65023-87617			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	293,000		
BEACHES AND HARBORS			
Will Rogers SB Restrooms A/Concession DM Repairs			
A01-CP-6014-65024-87620			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	33,000		
BOARD OF SUPERVISORS			
Hall of Administration Plumbing/HVAC DM Repairs			
A01-CP-6014-65060-87619			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	337,000		
BOARD OF SUPERVISORS			
Hall of Administration Fire Protection DM Repairs			
A01-CP-6014-65060-87621			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	1,302,000		
CORONER			
CORONER ADMIN & INVESTIGATIONS SITE DM REPAIRS			
A01-CP-6014-65029-87632			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	425,000		
INTERNAL SERVICES DEPARTMENT			
EASTERN AVENUE CRAFTS SHOP HVAC REPLACEMENT PROJECT			
A01-CP-6014-65049-87546			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	6,000		
INTERNAL SERVICES DEPARTMENT			
PARKING GARAGE LOT 14 PERFORMING ARTS CENTER DM REPAIRS			
A01-CP-6014-65049-87531			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	389,000		

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES	
SOURCES	USES
INTERNAL SERVICES DEPARTMENT	
Eastern Avenue Complex Crafts/Warehouse HVAC DM Repairs	
A01-CP-6014-65049-87627	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	935,000
INTERNAL SERVICES DEPARTMENT	
FOS District 2 Service Building Roof DM Repairs	
A01-CP-6014-65049-87628	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	187,000
LA COUNTY LIBRARY	
LA MIRADA LIBRARY DM REPAIRS	
A01-CP-6014-65044-87526	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	4,000
LA COUNTY LIBRARY	
Norwalk Library Fire Protection DM Repairs	
A01-CP-6014-65044-87641	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	11,000
MUSEUM OF NATURAL HISTORY	
MUSEUM OF NATURAL HISTORY MEP DM REPAIRS	
A01-CP-6014-65041-87449	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	2,665,000
PARKS AND RECREATION	
ARBORETUM REPAIRS	
A01-CP-6014-65043-87451	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	3,034,000
PARKS AND RECREATION	
CAMPANELLA PARK RECREATION BUILDING DM REPAIRS	
A01-CP-6014-65043-87508	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	28,000
PARKS AND RECREATION	
CRESCENTA VALLEY PARK SERVICE BUILDING DM REPAIRS	
A01-CP-6014-65043-87509	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	51,000
PARKS AND RECREATION	
EASTSIDE EDDIE HEREDIA BOXING CLUB DM REPAIRS	
A01-CP-6014-65043-87510	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	3,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES	
SOURCES	USES
PARKS AND RECREATION	
WNRA PARKS BUREAU POLICE STATION & NATURE CENTER DM	
A01-CP-6014-65043-87515	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	6,000
PROBATION	
CENTRAL JUVENILE HALL BLDGS 10A AND 16/17 DM REPAIRS	
A01-CP-6014-65042-87519	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	256,000
PROBATION	
DOROTHY KIRBY CLASSROOM B DM REPAIRS	
A01-CP-6014-65042-87520	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	36,000
PROBATION	
Kirby Center Service Bldg. Plumbing DM Repairs	
A01-CP-6014-65042-87668	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	8,000
INTERNAL SERVICES DEPARTMENT	
Downey Admin Center ISD / ITS Data Records Storage	
A01-CP-6014-65049-87669	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	118,000
PROBATION	
AFFLERBAUGH DORM & REC BLDG ELECTRICAL DM REPAIRS	
A01-CP-6014-65042-87686	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	1,294,000
PROBATION	
GLENN ROCKEY DORM ADMIN & SCHOOL FIRE SYSTEM DM REPAIRS	
A01-CP-6014-65042-87687	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	269,000
PROBATION	
Camp Glenn Rockey School Annex HVAC DM Repairs	
A01-CP-6014-65042-87636	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	208,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES	
SOURCES	USES
PUBLIC SOCIAL SERVICES Pomona WS District Office A01-CP-6014-65073-87646 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	39,000
PUBLIC SOCIAL SERVICES Florence AP District Office A01-CP-6014-65073-87647 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	150,000
PUBLIC SOCIAL SERVICES CUDAHY AP DIST ROOF FIRE PROTECTION & HVAC DM REPAIRS A01-CP-6014-65073-87689 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	3,000
REGISTRAR RECORDER HARRY HUFFORD RR CC DM REPAIRS A01-CP-6014-65072-87547 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	60,000
REGISTRAR RECORDER VAN NUYS COUNTY ADMIN CENTER BUILDING DM REPAIRS A01-CP-6014-65072-87527 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	2,000
SHERIFF DEPARTMENT BISCAILUZ RTC LASER VILLAGE DM REPAIRS A01-CP-6014-65046-87691 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	137,000
SHERIFF DEPARTMENT Twin Towers Correctional Facility (Elevators eBR) A01-CP-6014-65046-87672 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	776,000
SHERIFF DEPARTMENT Walnut / Diamond Bar Regional Station C.O.P.S. Trailer A01-CP-6014-65046-87680 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	3,000
SHERIFF DEPARTMENT CRDF Roof, Elevator and Fire Protection DM Repairs A01-CP-6014-65046-87678 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	2,816,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES			
SOURCES		USES	
SHERIFF DEPARTMENT			
Norwalk Station			
A01-CP-6014-65046-87675			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	788,000		
SHERIFF DEPARTMENT			
Altadena Station Backhouse 3			
A01-CP-6014-65046-87676			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	6,000		
SHERIFF DEPARTMENT			
PDC Roof, HVAC and Water Distribution (eBR) DM Repairs			
A01-CP-6014-65046-87684			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	11,000		
CHILDREN AND FAMILY SERVICES			
WILLOWBROOK CCCC FIRE PROTECTION DM REPAIRS			
A01-CP-6014-65027-87623			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	6,000		
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM	
CULVER CITY COURTHOUSE HVAC AND BUILDING DM REPAIRS		CULVER CITY COURTHOUSE HVAC AND BUILDING DM REPAIRS	
J26-CP-94-9276-65086-89168		J26-CP-6014-65086-89168	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	4,160,000	INCREASE APPROPRIATION	4,313,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM	
CULVER CITY COURTHOUSE DM REPAIRS		CULVER CITY COURTHOUSE DM REPAIRS	
J26-CP-94-9276-65086-89169		J26-CP-6014-65086-89169	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	2,199,000	INCREASE APPROPRIATION	2,199,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM	
EASTSIDE EDDIE HEREDIA BOXING CLUB DM REPAIRS		EASTSIDE EDDIE HEREDIA BOXING CLUB DM REPAIRS	
J26-CP-94-9276-65086-89177		J26-CP-6014-65086-89177	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	86,000	INCREASE APPROPRIATION	86,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM	
BARRY J NIDORF JUVENILE HALL INFIRMARY 13 DM REPAIRS		BARRY J NIDORF JUVENILE HALL INFIRMARY 13 DM REPAIRS	
J26-CP-94-9276-65086-89182		J26-CP-6014-65086-89182	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	101,000	INCREASE APPROPRIATION	101,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM	
NORTHEAST JUVENILE JUSTICE CENTER BUILDING 1 DM REPAIRS		NORTHEAST JUVENILE JUSTICE CENTER BUILDING 1 DM REPAIRS	
J26-CP-94-9276-65086-89187		J26-CP-6014-65086-89187	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	200,000	INCREASE APPROPRIATION	200,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES			
SOURCES		USES	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM PACOIMA PUBLIC HEALTH CENTER DM REPAIRS J26-CP-94-9276-65086-89189 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS INCREASE REVENUE 507,000		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM PACOIMA PUBLIC HEALTH CENTER DM REPAIRS J26-CP-6014-65086-89189 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 507,000	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM LA MIRADA LIBRARY DM REPAIRS J26-CP-94-9276-65086-89202 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS INCREASE REVENUE 348,000		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM LA MIRADA LIBRARY DM REPAIRS J26-CP-6014-65086-89202 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 348,000	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM EASTERN AVE COMPLEX WAREHOUSE HVAC DM REPAIRS J26-CP-94-9276-65086-89151 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS INCREASE REVENUE 7,024,000		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM EASTERN AVE COMPLEX WAREHOUSE HVAC DM REPAIRS J26-CP-6014-65086-89151 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 7,024,000	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM METRO EAST AP DISTRICT OFFICE HVAC AND ROOF DM REPAIRS J26-CP-94-9276-65086-89152 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS INCREASE REVENUE 6,897,000		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM METRO EAST AP DISTRICT OFFICE HVAC AND ROOF DM REPAIRS J26-CP-6014-65086-89152 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 6,897,000	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM POMONA WA DISTRICT OFFICE DM REPAIRS J26-CP-94-9276-65086-89153 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS INCREASE REVENUE 4,679,000		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM POMONA WA DISTRICT OFFICE DM REPAIRS J26-CP-6014-65086-89153 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 4,679,000	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM FLORENCE AP DISTRICT OFFICE DM REPAIRS J26-CP-94-9276-65086-89154 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS INCREASE REVENUE 5,988,000		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM FLORENCE AP DISTRICT OFFICE DM REPAIRS J26-CP-6014-65086-89154 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 5,988,000	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CUDAHY AP DISTRICT ROOF FIRE AND HVAC DM REPAIRS J26-CP-94-9276-65086-89155 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS INCREASE REVENUE 11,919,000		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CUDAHY AP DISTRICT ROOF FIRE AND HVAC DM REPAIRS J26-CP-6014-65086-89155 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 11,919,000	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM ELA CIVIC CENTER LOT 76 PARKING STRUCTURE DM REPAIRS J26-CP-6014-65086-89170 CAPITAL ASSETS - B & I DECREASE APPROPRIATION 71,000		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM ELA CIVIC CENTER LOT 76 PARKING STRUCTURE DM REPAIRS J26-CP-94-9276-65086-89170 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE 71,000	

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES			
SOURCES		USES	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM PARKING GARAGE LOT 14 PERFORMING ARTS CENTER DM REPAIRS J26-CP-6014-65086-89171 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM PARKING GARAGE LOT 14 PERFORMING ARTS CENTER DM REPAIRS J26-CP-94-9276-65086-89171 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	4,000,000		4,000,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM EAST SAN GABRIEL VALLEY MENTAL HEALTH CENTER DM REPAIRS J26-CP-6014-65086-89173 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM EAST SAN GABRIEL VALLEY MENTAL HEALTH CENTER DM REPAIRS J26-CP-94-9276-65086-89173 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	195,000		195,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CAMPANELLA PARK RECREATION BUILDING DM REPAIRS J26-CP-6014-65086-89175 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CAMPANELLA PARK RECREATION BUILDING DM REPAIRS J26-CP-94-9276-65086-89175 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	2,325,000		2,325,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CRESCENTA VALLEY PARK SERVICE BUILDING DM REPAIRS J26-CP-6014-65086-89176 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CRESCENTA VALLEY PARK SERVICE BUILDING DM REPAIRS J26-CP-94-9276-65086-89176 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	917,000		917,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM SAYBROOK PARK RECREATION BUILDING DM REPAIRS J26-CP-6014-65086-89178 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM SAYBROOK PARK RECREATION BUILDING DM REPAIRS J26-CP-94-9276-65086-89178 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	947,000		947,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM STEINMETZ PARK SENIOR CENTER DM REPAIRS J26-CP-6014-65086-89179 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM STEINMETZ PARK SENIOR CENTER DM REPAIRS J26-CP-94-9276-65086-89179 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	244,000		244,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM SORENSEN ACTIVITES & RECREATION BUILDINGS DM REPAIRS J26-CP-6014-65086-89180 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM SORENSEN ACTIVITES & RECREATION BUILDINGS DM REPAIRS J26-CP-94-9276-65086-89180 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	3,814,000		3,814,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM WNRA PARKS BUREAU POLICE STATION & NATURE CENTER DM REPAIRS J26-CP-6014-65086-89181 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM WNRA PARKS BUREAU POLICE STATION & NATURE CENTER DM REPAIRS J26-CP-94-9276-65086-89181 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	943,000		943,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CAMP GLENN ROCKEY RECREATION BUILDING DM REPAIRS J26-CP-6014-65086-89183 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CAMP GLENN ROCKEY RECREATION BUILDING DM REPAIRS J26-CP-94-9276-65086-89183 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	271,000		271,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21
4 - VOTES

SOURCES		USES	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CAMP SCOTT RECREATION BUILDING DM REPAIRS J26-CP-6014-65086-89184 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	1,927,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CAMP SCOTT RECREATION BUILDING DM REPAIRS J26-CP-94-9276-65086-89184 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	1,927,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CENTRAL JUVENILE HALL BLDGS 10A AND 16/17 DM REPAIRS J26-CP-6014-65086-89185 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	74,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CENTRAL JUVENILE HALL BLDGS 10A AND 16/17 DM REPAIRS J26-CP-94-9276-65086-89185 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	74,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM DOROTHY KIRBY CLASSROOM B DM REPAIRS J26-CP-6014-65086-89186 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	2,502,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM DOROTHY KIRBY CLASSROOM B DM REPAIRS J26-CP-94-9276-65086-89186 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	2,349,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM BURBANK PUBLIC HEALTH CENTER DM REPAIRS J26-CP-6014-65086-89188 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	84,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM BURBANK PUBLIC HEALTH CENTER DM REPAIRS J26-CP-94-9276-65086-89188 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	84,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM ANGELO M IACOBONI LIBRARY DM REPAIRS J26-CP-6014-65086-89199 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	39,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM ANGELO M IACOBONI LIBRARY DM REPAIRS J26-CP-94-9276-65086-89199 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	39,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM ANTHONY QUINN LIBRARY DM REPAIRS J26-CP-6014-65086-89200 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	408,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM ANTHONY QUINN LIBRARY DM REPAIRS J26-CP-94-9276-65086-89200 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	408,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM HACIENDA HEIGHTS LIBRARY DM REPAIRS J26-CP-6014-65086-89201 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	4,733,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM HACIENDA HEIGHTS LIBRARY DM REPAIRS J26-CP-94-9276-65086-89201 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	4,733,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM WEST COVINA REGIONAL LIBRARY DM REPAIRS J26-CP-6014-65086-89203 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	64,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM WEST COVINA REGIONAL LIBRARY DM REPAIRS J26-CP-94-9276-65086-89203 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	64,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM VAN NUYS COUNTY ADMINISTRATIVE CENTER BUILDING DM REPAIRS J26-CP-6014-65086-89204 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	992,000	LRON-FACILITY REINVESTMENT CAPITAL PROGRAM VAN NUYS COUNTY ADMINISTRATIVE CENTER BUILDING DM REPAIRS J26-CP-94-9276-65086-89204 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	992,000

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2020-21 4 - VOTES			
SOURCES		USES	
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM HARRY HUFFORD RR/CC DM REPAIRS J26-CP-6014-65086-89205 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM HARRY HUFFORD RR/CC DM REPAIRS J26-CP-94-9276-65086-89205 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	213,000		213,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM RR/CC HQ GENERATOR AND SWITCH REPLACEMENT J26-CP-6014-65086-89206 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM RR/CC HQ GENERATOR AND SWITCH REPLACEMENT J26-CP-94-9276-65086-89206 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	1,858,000		1,858,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CENTRO MARAVILLA SERVICE CENTER BUILDINGS A B & C DM REPAIRS J26-CP-6014-65086-89207 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM CENTRO MARAVILLA SERVICE CENTER BUILDINGS A B & C DM REPAIRS J26-CP-94-9276-65086-89207 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	5,653,000		5,653,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM SAN GABRIEL VALLEY SERVICE CENTER DM REPAIRS J26-CP-6014-65086-89208 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM SAN GABRIEL VALLEY SERVICE CENTER DM REPAIRS J26-CP-94-9276-65086-89208 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	79,000		79,000
LRON-FACILITY REINVESTMENT CAPITAL PROGRAM PUBLIC HEALTH LABORATORIES BUILDING 1100 DM REPAIRS J26-CP-6014-65086-89209 CAPITAL ASSETS - B & I DECREASE APPROPRIATION		LRON-FACILITY REINVESTMENT CAPITAL PROGRAM PUBLIC HEALTH LABORATORIES BUILDING 1100 DM REPAIRS J26-CP-94-9276-65086-89209 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	
	1,144,000		1,144,000
SOURCES TOTAL		USES TOTAL	
	\$ 141,963,000		\$ 141,963,000

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/16/2020	
BOARD MEETING	1/5/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
SUPERVISORIAL DISTRICT AFFECTED	5 th	
DEPARTMENT	Parks and Recreation	
SUBJECT	Altadena Golf Course General Improvements Project	
PROGRAM	Capital Programs	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$2,750,000	Funding source: <ul style="list-style-type: none"> \$750,000 - SD5 net County cost \$2,000,000 - Fund balance allocated during the FY2007-08 Recommended Budget
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Establish and approve the proposed Altadena Golf Course General Improvements Project	
BACKGROUND (include internal/external issues that may exist)	<p>Heavy use and time have taken their toll on the golf course and clubhouse, resulting in significant deterioration of the facility, as well as increased maintenance on the irrigation system.</p> <p>The proposed Project includes a complete interior refurbishment of the clubhouse cafe, dining room grill, and outdoor patio. The golf pro shop and restrooms will also receive interior upgrades, including work to comply with the Americans with Disability Act. In addition, select areas of turf throughout the golf course will be removed and replaced with drought-tolerant landscaping or xeriscaping to reduce water consumption and improve course aesthetics. Lastly, the existing irrigation system will be refurbished to promote water conservation and modified as necessary at the reduced turf areas.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Chester Kano, Acting Chief of Development, 626-893-8501, CKano@parks.lacounty.gov 	



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

January 5, 2021

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:

**ALTADENA GOLF COURSE
GENERAL IMPROVEMENTS PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE PROJECT BUDGET AND SCOPE
CAPITAL PROJECT NO. 77525
(SUPERVISORIAL DISTRICT 5) (FY 2020-21, 3 VOTES)**

SUBJECT

Approval of the recommended actions will find the proposed Altadena Golf Course General Improvements Project categorically exempt from the California Environmental Quality Act; establish and approve the proposed Project; approve the proposed Project budget; and authorize the Director of Parks and Recreation, or her designee, to deliver the proposed Project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Altadena Golf Course General Improvements Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed Project.
2. Establish and approve the proposed Altadena Golf Course General Improvements Project, Capital Project No. 77525, with a total project budget of \$2,750,000.
3. Authorize the Director of the Department of Parks and Recreation, or her designee, to deliver the proposed Altadena Golf Course General Improvements Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Altadena Golf Course General Improvements Project (Project) exempt from the California Environmental Quality Act (CEQA); establish and approve Capital Project No. 77525; approve the proposed Project budget; authorize the Director of the Department of Parks and Recreation (Department), or her designee, to carry out the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project is located at the Altadena Golf Course, 1456 East Mendocino Street, in Altadena. Heavy use and time have taken their toll on the golf course and clubhouse, resulting in significant deterioration of the facility, as well as increased maintenance on the irrigation system. The Altadena Golf Course is currently operated and managed by a private golf course management company under a Board-approved lease agreement.

The proposed Project includes a complete interior refurbishment of the clubhouse cafe, dining room grill, and outdoor patio to provide a modern, attractive and functional dining option for both golf course customers and the local community. The golf pro shop and restrooms will also receive interior upgrades, including work to comply with the Americans with Disability Act (ADA), and related improvements to improve the golf customer experience. In addition, select areas of turf throughout the golf course will be removed and replaced with drought-tolerant landscaping or xeriscaping to reduce water consumption and improve course aesthetics. Lastly, the existing irrigation system will be refurbished to promote water conservation and modified as necessary at the reduced turf areas.

Implementation of Strategic Plan Goals

The recommended actions further the Board-approved County Strategic Plan Goal to Foster Vibrant and Resilient Communities (Strategy II.2) by expanding access to recreational and outdoor activities (Goal II.2.2) to serve area residents in the Fifth District.

Implementation of County Sustainability Plan Goals

The proposed Project will support the OurCounty Sustainability Plan, adopted in 2019, Goal 5, Strategy 5B by enhancing and preserving open space by providing opportunities for outdoor recreation. The proposed Project will also further the Sustainability Plan by creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6). Portions of the proposed Project will support the Board's Sustainable Design Program by promoting efficiency and water savings while also providing best use of the sites.

FISCAL IMPACT/FINANCING

The total proposed Project cost estimate of \$2,750,000 includes plans and specifications, change orders, construction, civic art, and County services. The Project Schedule and Budget Summary are included in Attachment I.

The proposed Project is funded with \$750,000 of Fifth Supervisorial District net County cost, and \$2,000,000 of fund balance allocated to the proposed Project during the FY2007-08 Recommended Budget Cycle. Sufficient funds are available in the Fiscal Year 2020-21 Altadena Golf Course Irrigation Replacement Project, Capital Project No. 77525, to proceed with the proposed Project.

Operating Budget Impact

Based on the proposed Project description, the Department does not anticipate any one-time start-up and ongoing costs. The proposed Project provisions have maintenance requirements that will be fulfilled by the golf course operator's staff and resources. Minor impacts to the Department's golf revenue due to construction-related closures or site disruptions will be offset by the improvements to the facility, including reduction of water utility expenses and potential for increased revenue at the refurbished café, grill and patio.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Board Letter has been reviewed and approved by County Counsel as to form.

Approval of the recommended actions will authorize the Department to implement the proposed Project using a Board-approved JOC, as the work involves repair, replacement, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, negotiation, and hiring displaced County employees will be included in the JOC. The JOC performing the work will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.2.03 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage program).

The proposed Project will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016 and amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of eligible design and construction costs in the amount of \$26,000, to be used for Civic Art.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, which involves the refurbishment of clubhouse cafe, grill, outdoor patio, pro shop, and restrooms, including upgrades to comply with the Americans with Disability Act (ADA), the replacement of select turf areas with drought-tolerant landscaping, and irrigation improvements, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in sections 15301 (a)(b)(d) and 15304(b) of the CEQA Guidelines, and Classes 1(c)(d)(e) and 4(c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project involves repair, maintenance, or minor alteration of existing public structures, facilities, and mechanical equipment, involving negligible or no expansion of existing or former use; and minor alterations to land which will not involve the removal of healthy, mature and scenic trees.

In addition, based on the proposed Project records, it will comply with all applicable regulations and it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk according to section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

Design work, including plans, construction documents, specifications, and cost estimating services will be completed by a Board-approved as-needed consultant.

A JOC provides efficient delivery for repair, replacement and refurbishment work. The Department has determined that it is the most appropriate method for implementing the proposed Project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The closure of the cafe, grill, pro shop, and restrooms will have potential impacts on golf play during construction. Measures will be taken by the golf course operator and the JOC contractor to provide temporary facilities as necessary to maintain a safe environment, minimize inconvenience to the public, and provide for the ongoing operation of the golf course.

CONCLUSION

Upon approval by the Board, please forward one adopted copy to the copied

departments.

Should you have any questions, please contact Andrew Lopez at (626) 588-5349 or anlopez@parks.lacounty.gov, or Alyssa Bellew at (626) 588-5370 or abellew@parks.lacounty.gov, or Dora Nuñez at (626) 588-5355 or dhnunez@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEG:AB:AL

Attachments

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller
Parks and Recreation
Arts and Culture

January 5, 2021

ATTACHMENT I

**ALTADENA GOLF COURSE
GENERAL IMPROVEMENTS
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE PROJECT BUDGET AND SCOPE
CAPITAL PROJECT NO. 77525
(SUPERVISORIAL DISTRICT 5) (FY 2020-21, 3 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Board Approval	January 2021
Initiate Consultant Services	February 2021
Jurisdictional Review	December 2021
Award JOC Construction	February 2022
Substantial Completion	August 2022
Project Acceptance	September 2022

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget
Construction	
Construction	\$2,080,000
Change Orders	\$ 315,000
Subtotal	\$2,395,000
Civic Art	\$ 26,000
Plans and Specifications	\$ 220,000
Consultant Services	\$ 0
Miscellaneous Expenditures [Gordian]	\$ 44,000
Jurisdictional Review/Plan Check/Permits	\$ 41,000
County Services [ISD]	\$ 24,000
Soft Costs Subtotal	\$ 355,000
TOTAL	\$2,750,000

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/16/2020	
BOARD MEETING	1/5/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	5th	
DEPARTMENT	District Attorney (DA)	
SUBJECT	Approve a proposed 8-year amendment to an existing lease to provide the DA an opportunity to backfill approximately 15,682 square feet of existing office space, and 55 on-site parking spaces vacated by the Auditor Controller at 1000 South Fremont Avenue, A9East, Alhambra.	
PROGRAM	Bureau of Victims Services (BVS) and Claims Verification Unit.	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The existing lease expired on November 30, 2020 and is subject to a 50 percent holdover fee upon expiration. The Landlord has agreed to not charge rent including the holdover fee during the month of December 2020 in anticipation of the Board approving the amendment in January 2021.	
COST & FUNDING	Total cost: \$5,040,444 rental costs over the 8-year term includes the base rent, parking rent, enhanced cleaning janitorial services, and the credits for the seventh, eighth, and ninth month base rent at no cost to the County.	Funding source: The rental costs will be funded 25 percent with State grant funds and 75 percent net County cost.
	TERMS (if applicable): The base rent is subject to fixed 3 percent increases per annum Commencing on year five of the term, the annual rate will increase to \$960 per parking space for the remainder of the term. The lease provides an early termination right any time after the last day of the 85 th month of the extended term with 12-months' notice, subject to a termination fee equal to the unamortized portion of the TI allowance not to exceed \$20,214.07, and the unamortized brokerage commission not to exceed \$20,938.37.	
	Sufficient funding to cover the proposed rent, for the first year of the proposed amendment term is included in the Fiscal Year (FY) 2020-21 Rent Expense budget, and will be billed back to the DA. The DA 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 amendment will be part of the budget for DA.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide the necessary office space for the DA.	
BACKGROUND (include internal/external issues that may exist)	The proposed amendment will provide the DA the use of 15,682 square feet of office space and 55 parking spaces for the DA's Bureau of Victims Services (BVS) and Claims Verification Unit.	
DEPARTMENTAL AND OTHER CONTACTS	Michael Navarro CEO- Real Estate Division 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

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

January 5, 2021

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 AMENDMENT
DISTRICT ATTORNEY
1000 SOUTH FREMONT AVENUE, ALHAMBRA
(FIFTH DISTRICT)
(3 VOTES)**

SUBJECT

Approval of a proposed eight-year amendment to an existing lease to provide the District Attorney (DA) an opportunity to backfill 15,682 square feet of existing office space and 55 on-site parking spaces for its Bureau of Victims Services (BVS) and Claims Verification Unit.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed amendment is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Acting Chief Executive Officer, or her designee, to execute the proposed amendment with Elite-TRC Alhambra Community LLC (Landlord), for approximately 15,682 square feet of office space and 55 on-site parking spaces located at 1000 South Fremont Avenue, 1st Floor A9 East, Alhambra, CA 91803 (Premises) to be occupied by the DA. The estimated total amendment cost is \$5,040,444 over the eight-year term, including low voltage cost to be paid by the DA directly to the Internal Services Department (ISD). The rental costs will be funded 25 percent with State grant funds, and 75 percent with net County cost.

3. Authorize the DA 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 \$220,000 to be paid in a lump sum payment. The cost for the Low Voltage Items is in addition to the rental costs.
4. Authorize and direct the Acting Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed amendment, and to take actions necessary and appropriate to implement the proposed amendment, including, without limitation, early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Auditor Controller (Auditor) has occupied 19,803 square feet of office space and 79 parking spaces at the subject Facility since 2000 and the lease was scheduled to expire on November 30, 2020. The County used this opportunity to have the DA backfill only approximately 15,682 square feet of the Premises and 55 parking spaces, thereby allowing the County to terminate the remaining 4,121 square feet of office space and 24 parking spaces effective November 30, 2020. The existing lease is now in holdover and the Landlord has agreed not to charge the County any rent or parking fees from November 30, 2020 until the commencement of the proposed amendment.

The DA's existing lease at 3204 and 3220 Rosemead Boulevard in El Monte has been on a month-to-month holdover basis without penalty since July 2015. The DA seeks to relocate its BVS and Claims Verification Unit from El Monte. The proposed amendment will allow the DA to relocate at minimal cost since the space is already built to County specifications and includes County low voltage equipment. The El Monte lease will be terminated upon the DA relocating to the Premises.

The DA's programs provide assistance to crime victims and witnesses in prosecution cases by providing referrals for treatment through counseling and community services that include crime intervention, restitution, emergency food and shelter, and help with navigating the court process. The DA also verifies eligibility for compensation from the State Victims of Crime fund for medical bills, mental health counselling, wage loss, funeral/burial, and relocation costs. The Premises will be occupied by 68 DA employees.

This facility is centrally located to service the entire County and is in close proximity to public transportation. The DA will be able to relocate without incurring costly Tenant Improvement costs as the office space is currently improved with furniture and telecom service. Backfilling this vacated space is much more cost efficient than relocation to a new building which would require costly improvements.

Approval of the recommended actions will find that the proposed amendment is exempt from CEQA and will allow the DA to operate at the 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. This amendment supports the department's efforts to address issues involving victims of crime and by helping them restore their physical well-being, and their mental health, in dealing with traumatic experiences resulting from violent crimes.

The proposed amendment 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 amendment will allow the DA to relocate its office into existing fully furnished office space being vacated by the Auditor so the DA will not incur any Tenant Improvement costs.

The proposed amendment 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 amendment term, is included in the Fiscal Year (FY) 2020-21 Rent Expense budget, and will be billed back to the DA. The DA has sufficient funding in its FY 2020-21 operating budget to cover the proposed rent, parking, enhanced cleaning services, and Low Voltage Items for the first year. Beginning in FY 2021-22, ongoing funding for costs associated with the proposed amendment will be part of the budget for the DA. The rental costs will be funded 25 percent with State grant funds and 75 percent with net County cost. The costs for the Low Voltage Items will be paid by DA 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 amendment also includes the following provisions:

- The current annual base rental rate will increase upon commencement of the extended term from \$29.56 per square foot to \$30.24 per square foot pursuant to the lease amendment. Base rent is subject to a fixed 3 percent increase per annum.
- The estimated maximum first year rental cost of \$782,724 including parking, low-voltage and enhanced cleaning costs is adjusted to \$664,168 after deducting the one-time credit of \$118,556 for a rent abatement for months seven, eight and nine.

- The current parking rate will increase upon commencement of the extended term from \$780 per parking space to \$900 per parking space per annum. Commencing on year five of the term, the annual rate will increase to \$960 per parking space for the remainder of the term.
- The estimated annual Enhanced Cleaning Services cost of \$39,000, due to revised safety measures in response to the Covid-19 pandemic, shall be reimbursed to the Landlord. The County can request that the level of service be increased, decreased or terminated as needed, with advance written notice to the Landlord. The costs of said service is subject to periodic rate increases.
- The Landlord will provide a \$125,456 (\$8 per rentable square foot) base tenant improvement (TI) allowance for the refurbishment of the Premises, to include carpet, paint and other minor improvements as needed. Any unused portion of the TI allowance will be credited toward the base rent.
- The Landlord is responsible for all operating and maintenance cost of the building, including utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The aggregate cost associated with the proposed amendment over the entire term is \$5,040,444, as shown on Enclosure B.
- The County has the right to terminate the proposed amendment any time after the last day of the 85th month of the extended term with 12-months' notice, subject to a termination fee equal to the unamortized portion of the TI allowance not to exceed \$20,214.07, and the unamortized brokerage commission not to exceed \$20,938.37.
- Holdover at the proposed amendment expiration is permitted on the same terms and conditions except commencing on the seventh month, the monthly base rent will increase by 25 percent of the last monthly rent as a holdover fee. In the event the County and the Landlord enter into a subsequent amendment extending the County's use of the Premises, the Landlord will credit any holdover fee actually paid by the County.
- The proposed amendment term will be effective upon approval by the Board and full execution of the proposed amendment.

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's County website. None of the responses received provide rental costs more economical than the proposed backfill of existing office space being vacated by the Auditor. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30.16 and \$48.72 per square foot, per year. The base annual rental rate of \$30.24 per square foot, per year for the proposed amendment represents a rate that is at the lower end of the market range for the area. Due to the opportunity of the Auditor vacating the existing office space, backfilling the proposed space is the most cost-effective choice. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

The 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 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 Premises and found it suitable for the County's occupancy. The required notification letter to the City of Alhambra has been sent in accordance with Government Code Section 25351. County Counsel has reviewed the enclosed proposed amendment and approved it as to form.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendment will adequately provide the necessary office space and parking for this County requirement. The DA concurs with the proposed amendment and recommendations.

The Honorable Board of Supervisors
January 5, 2021
Page 7

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:MAC:gw

Enclosures

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

**DISTRICT ATTORNEY
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²			X
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² No, it is 285 sq. ft. per person. The office space is a backfill opportunity that is not divisible. The office space will also provide a dedicated room for the service dogs and their training equipment, and an added storage room.		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² The building provides 4/1000 sq. ft., however the DA only needs 55 parking space.		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program? The rental costs will be funded 25 percent with State grant funds and 75 percent with net County cost.			
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?			
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. <u> X </u> No suitable County occupied properties in project area.			
		3. <u> X </u> No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease? ²	X		
	F	Has growth projection been considered in space request?			X
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

COMPARISON OF THE PROPOSED LEASE AMENDMENT

	Existing Lease: 1000 South Fremont Ave	Proposed Amendment 1000 South Fremont Ave	Change
Area (Square Feet)	19,803 sq. ft.	15,682 sq. ft.	-4,121 sq. ft.
Parking Spaces	79	55	-24
Term (years)	Five years	Eight years	+three years.
Annual Base Rent	\$585,362.04 (\$29.56 per sq. ft. annually)	\$474,223.68 (\$30.24 per sq. ft. annually)	-\$111,138.36
Annual Parking Cost	\$61,620 (\$780 per parking space annually)	\$49,500 (\$900 per parking space annually)	-\$12,120
Annual Enhanced Cleaning Janitorial Services Costs	\$0.00	\$39,000 ⁽¹⁾	+\$39,000
Total Annual Lease Costs payable to Landlord	\$646,982.04	\$562,723.68 ⁽²⁾	-\$84,258.36
Rental rate adjustment	Annual CPI adjustments 2 percent minimum, capped at 5 percent.	Fixed 3 percent per annum.	+1 percent min -2 percent max.

(1) Based on a minimum of 4-hours of enhanced cleaning per day, at a cost of \$150 per day or \$37.50 per hour. The department can request additional service if needed, at the hourly rate of \$37.50 which is subject periodic rate increases.

(2) Rent will be abated for months 7, 8, and 9 in the total amount of \$118,555.92. The total rental costs payable to the Landlord in the first year will be \$441,167.76.

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

1000 S Fremont Avenue, Alhambra
District Attorney

Leased Area	15,682								
Term	96 months/8 years								
Annual Adjustment	3%								
Description	Base Rent Per RSF Per Month (\$)	Base Rent Per RSF Per Year (\$)							
	\$2.52	\$30.24							
	Years 1-4	Years 5-8							
Parking	Monthly Parking Cost	Monthly Parking							
(55 unreserved parking spaces)	Per Space	Cost Per Space							
	\$75.00	\$80.00							
	Per Hour	Per Month							
Enhanced Cleaning Services									
(Additional four (4) hours per day of janitorial services)									
	\$37.50	\$3,250							
	Labor Cost Lump Sum Payment	TESMA (Lump Sum Costs)	TESMA (Amortized Costs)	Low Voltage Total					
Low Voltage (Lump Sum) (Labor + TESMA Cost)	\$220,000	\$0	\$0	\$0					
(Labor + TESMA Cost) Low Voltage (Amortized)	\$220,000	\$0	\$0	\$0					
Tenant Improvement	Lump Sum Cost	Amortized Cost							
	\$0	\$0							
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	Total 8 Year Rental Costs
Annual Base Rent Costs ¹	474,224	488,451	503,104	518,198	533,743	549,756	566,248	583,236	4,217,000
Parking Costs ²	49,500	49,500	49,500	49,500	52,800	52,800	52,800	52,800	410,000
Enhanced Cleaning Services ³	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000	312,000
Subtotal Rental Costs	562,724	576,951	591,604	606,698	625,543	641,556	658,048	675,036	4,939,000
Rent Abatement ⁴	-118,556								-118,556
Low Voltage Costs ⁵	220,000								220,000
Total Annual Lease Costs	664,168	1,153,902	1,183,208	1,213,396	1,251,086	1,283,112	1,316,096	1,350,072	5,040,444

¹ The base rent includes fixed 3 percent increases per annum.

² A total of 55 unreserved parking spaces will be available. For the first four years, the parking rate shall be \$75 per unreserved space per month for a total of \$4,125 per month. For the remaining four years, the parking rate shall increase to \$80 per unreserved space per month for a total of \$4,400 per month.

³ The Landlord shall provide tenant with an additional four (4) hours per day of enhanced cleaning services due to Covid-19. Tenant shall pay Landlord a fee of \$3,250 per month (37.50 per hour). The department may request an increase in the level of service with advance written notice to the Landlord. The enhanced cleaning service is subject to periodic rate increases.

⁴ Landlord shall abate the monthly base rent of \$39,518.64 for the seventh (7th) month through and including the ninth (9th) month following the Revised Commencement Date.

⁵ The low voltage costs (220,000) will be paid via a lump sum payment.

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

DISTRICT ATTORNEY**SPACE SEARCH – 3 MILE RADIUS FROM
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

LACO	Name	Address	Proprietor	Property Use	Gross Sq. Ft.	Vacant
A328	Sheriff - Inspectional Services Office / DCFS Ctrl Unit	901 Corporate Center Dr Monterey Park 91754	Sheriff	Office	9,926	None
A469	The Alhambra Complex - West Tower	1000 S Fremont Ave Alhambra 91803	Public Health	Office	15,206	None
A015	DCFS/LASD/Fire/Ops/ ISD Corporate Place	2525 Corporate Pl Monterey Park 91754	Children and Family Services	Office	40,483	None
4526	Biscailuz - Administration Building	1060 N Eastern Ave Los Angeles 90063	Sheriff	Office	16,571	None
X327	PRE-RELEASE CENTER AB109	200 W Woodward Ave Alhambra 91801	Probation	Office	11,273	None
A423	Sheriff - Personnel and Recruitment Center	101 Centre Plaza Dr Monterey Park 91754	Sheriff	Office	37,590	None
3542	Fire - Administrative Headquarters Building	1320 N Eastern Ave Los Angeles 90063	Fire Department	Office	39,015	None
A327	Office of Managed Care	1100 Corporate Center Dr Monterey Park 91754	Health Services	Office	15,280	None
0122	Thomas A. Tidemanson Building - Annex Building	417 S Date Ave Alhambra 91803, 900 S Fremont Ave Alhambra 91803	Public Works	Office	43,500	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Proposed amendment for the DA – 1000 South Fremont Avenue, 1st Floor A9 East, Alhambra – Fifth District.

A. Establish Service Function Category – BVS and Claims Verification Unit

B. Determination of the Service Area – Centrally located to service the entire County [

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Central location to serve the entire County
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, and is in close proximity to Metro and Foothill bus service and connections to light rail service.
- 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: The proposed amendment provides a backfill opportunity to the DA of existing office space being vacated by the Auditor.
- Compatibility with local land use plans: The City of Alhambra 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 rental costs of \$664,168 includes the base rent of \$474,224 (\$30.24 per square foot per year), the \$49,500 parking rent., the \$39,000 enhanced cleaning costs, the \$220,000 low voltage costs and credit for rent abatement of \$118,556. The rent abatement is free rent for the seventh, eighth and ninth months.

D. Analyze results and identify location alternatives

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's County website. None of the responses received provide rental costs more economical than the proposed backfill of existing office space being vacated by the Auditor. The CEO, conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30.16 and \$48.72 per square foot, per year. The base annual rental rate of \$30.24 per square foot, per year for the proposed amendment represents a rate that is at the lower end of the market range for the area. Due to the opportunity of the Auditor vacating the existing office space, backfilling the proposed space is the most cost-effective choice. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed amendment will provide adequate and efficient office space for 68 employees and clients consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. There are no available buildings in the area that meet Department requirements.

**AMENDMENT No. 1 TO LEASE No. 78434
DEPARTMENT OF DISTRICT ATTORNEY
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

THIS AMENDMENT No. 1 to Lease No. 78434 ("**Amendment**" or "**Amendment No. 1**") is made and entered into this _____ day of _____, 20____ ("**Effective Date**") by and between ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company, hereinafter referred to as "**Landlord**", and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "**Tenant**".

RECITALS:

WHEREAS, The Alhambra Office Community, LLC, Landlord's predecessor-in-interest, and Tenant entered into that certain Lease Agreement dated December 1, 2015, as supplemented by that certain Commencement Date Memorandum and Confirmation of Lease Terms (collectively, "**Lease No. 78434**");

WHEREAS, Lease No. 78434 allows Tenant to lease approximately 19,803 rentable square feet comprised of: (i) 15,682 leasable square feet on the 1st Floor in the A9 East Building ("**Premises A**"), and (ii) 4,121 leasable square feet on the 1st Floor in the A9 East Building ("**Premises B**"), (collectively, the "**Existing Premises**") at 1000 South Fremont Avenue, Alhambra (Lease No. 78434 and all amendments thereto are collectively referred to hereinafter as the "**Lease**");

WHEREAS, Tenant and Landlord have agreed that, effective as of November 30, 2020 (the "**Give-Back Date**"), Tenant will downsize the Existing Premises by surrendering to Landlord approximately 4,121 rentable square feet of the Existing Premises, such portion located on the 1st Floor in the A9 East Building and referred to as Premises B (the "**Give-Back Space**"), in accordance with the terms hereof. From and after the Give-Back Date, Tenant will lease approximately 15,682 leasable square feet on the 1st Floor in the A9 East Building referred to Premises A of the Existing Premises (the "**Remaining Premises**"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Term of the Lease, return the Give-Back Space to Landlord and to provide for certain other amendments to the Lease as more particularly set forth herein.

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

1. **DEFINED TERMS.** Capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

2. **TERM OF THE LEASE.**

(a) Effective as of the Effective Date, the Term of the Lease is hereby extended for an additional period of eight (8) years (the "**Extended Term**"), so that the Extended Term shall commence on the later of January 1, 2021 or upon approval of the Lease by the Los Angeles County Board of Supervisors and full execution of the Amendment

("Revised Commencement Date") and terminating at midnight on the day before the eighth annual anniversary of the Revised Commencement Date , unless terminated sooner pursuant to the terms of the Lease ("**Revised Termination Date**"). All references to "**Term**" in the Lease and this Amendment shall be deemed references to the Term as extended by this Amendment and all references to "**Termination Date**" shall be deemed references to the Revised Termination Date.

(b) The parties acknowledge and agree that the Effective Date as set forth in the preamble to this Amendment shall be the date that both parties have executed and delivered this Amendment, which execution and delivery shall require the prior approval of the Los Angeles County Board of Supervisors as evidenced by the signature for such body in the signature pages of this Amendment.

3. **VACATION OF THE GIVE-BACK SPACE.** On the day prior to the Give-Back Date, Tenant shall surrender to Landlord possession and all rights to the Give-Back Space. The Give-Back Space shall be surrendered to Landlord in broom-clean condition, free of all of Tenant's personal property, and otherwise in the condition required under the terms of the Lease; provided, however, that Tenant is permitted to leave all existing furniture located in the Give-Back Space as of the date of this Amendment No. 1 (the "**Existing Furniture**") in the Give-Back Space on the Give-Back Date and shall not be required to remove the Existing Furniture. Through the day prior to the Give-Back Date, Tenant shall continue to pay rent for the entire Premises (i.e., the Give-Back Space and the Remaining Premises) pursuant to the terms of the Lease, as amended hereby, and if Tenant has not vacated the Give-Back Space in the condition set forth in the Lease by the day prior to the Give-Back Date, Tenant shall pay Landlord all Rent payable under the Lease with respect to the Premises (i.e., the Give-Back Space and the Remaining Premises) until the Give-Back Space is returned to Landlord in the condition required under the Lease. The parties agree that after the Give-Back Space is returned to Landlord as set forth herein, the measurement of the Premises shall be 15,682 rentable square feet, and all references to the "**Premises**" in the Lease shall be references to the Remaining Premises. Tenant shall remain responsible for any liabilities or obligations with respect to Give-Back Space that in accordance with the terms of the Lease, specifically survive following surrender of the Give-Back Space to Landlord.

4. **CONDITION OF THE REMAINING PREMISES.** Except as set forth in Section 6 of this Amendment (below), Landlord shall have no obligation whatsoever to construct leasehold improvements for Tenant or to repair or refurbish the Remaining Premises. The taking of possession of the Remaining Premises by Tenant shall be conclusive evidence that Tenant accepts the same "**AS IS**" and that the Remaining Premises is suited for the use intended by Tenant and was in good and satisfactory condition at the time such possession was taken. Tenant acknowledges that neither Landlord nor Landlord's agents has made any representation or warranty as to the condition of the Remaining Premises, Building or the Complex or its suitability for Tenant's purposes. Tenant represents and warrants to Landlord that (a) its sole intended use of the Remaining Premises is for uses set forth in Section 1.1(l) of the Lease, (b) it does not intend to use the Remaining Premises for any other purpose, and (c) prior to executing this Amendment it has made such investigations as it deems appropriate with respect to the suitability of the Remaining Premises for its intended use and has determined that the Remaining Premises is suitable for such intended use.

5. **BASE RENT.**

(a) Prior to the Give-Back Date, Tenant shall continue to pay to Landlord all Rent payable under the Lease with respect to the Premises (i.e., the Give-Back Space and the Remaining Premises) and all other costs and expenses payable under the Lease in accordance with its terms.

(b) Effective as of the Revised Commencement Date and in addition to Additional Rent and all other costs and expenses payable by Tenant pursuant to the Lease, Tenant shall pay the following monthly Base Rent for the Remaining Premises, in accordance with the terms of Section 5 of the Lease, which amounts are adjustable as provided in Section 5(b) of the Lease (as amended hereby):

<u>Remaining Premises</u>	<u>Initial Monthly Base Rent</u>
15,682 leasable square feet on the 1st Floor in the A9 East Building	\$39,518.64 (\$2.52/rsf)

(c) Effective as of the Revised Commencement Date, Section 5(b) of the Lease is amended in its entirety as follows: "(b) **Rent Adjustment.** At the beginning of the 13th month of the Extended Term as defined in the Amendment No. 1 to Lease ("**Adjustment Date**") and on and every anniversary of the Adjustment Date thereafter, monthly Base Rent shall be increased to an amount equal to 103% of the amount payable in the last month prior to each Adjustment Date."

(d) Effective as of the Revised Commencement Date, Sections 5(c), 5(d) and 5(e) of the Lease (CPI Formula and Adjustments) are hereby deleted in their entirety and are of no further force or effect.

(e) Provided that Tenant shall faithfully perform all of the terms and conditions of the Lease (as amended hereby), and subject to Section 6(b) of this Amendment (below), Landlord shall abate Tenant's obligation to pay Base Rent payable with respect to the Remaining Premises for the seventh (7th) month through and including the ninth (9th) month following the Revised Commencement Date, for a total of three (3) months of abated Base Rent ("**Abated Base Rent**"). During such abatement period, Tenant shall still be responsible for the full payment of all of its other monetary obligations under this Lease, including, without limitation, parking charges and any expenses relative to Tenant's use and occupancy of the Remaining Premises.

6. **ADDITIONAL IMPROVEMENTS.**

(a) Commencing upon the mutual execution and delivery of this Amendment, Landlord shall complete the following refurbishment work within the Remaining Premises per Tenant's specifications (subject to Landlord's reasonable approval), provided that the costs of such refurbishment work shall not exceed One Hundred Twenty-Five Thousand Four Hundred Fifty-Six and 00/100 Dollars (\$125,456.00) (calculated at \$8.00 x 15,682 rentable square feet) (the "**Allowance**"): (i) new carpet or other flooring within the Remaining Premises, and (ii) repaint the Remaining Premises (iii) reconfiguration of an area within the Remaining Premises to allow installation of a room for the dogs, and a storage room (iv) modification of the existing furniture due to COVID-19 and the purchase of furniture items

as needed (together, "**Refurbishment Work**"). Landlord shall solicit three (3) bids from qualified vendors with respect to the Refurbishment Work.

(b) After Tenant provides Landlord with its requested specifications for the Refurbishment Work (which are subject to Landlord's reasonable approval), Landlord shall provide Tenant with a cost proposal for the Refurbishment Work (and the parties agree that the bid instructions and the cost proposal shall include (i) the specifications agreed upon by the parties, (ii) a mutually acceptable contingency, (iii) the costs of performing the work after Tenant's normal business hours, and (iv) prevailing wage requirements as applicable pursuant to the Lease) (the "**Cost Proposal**"). If the Cost Proposal is equal to or less than the Allowance, then Tenant shall approve the Cost Proposal forty-eight (48) hours of the receipt of the same. If the Cost Proposal exceeds the Allowance, then Tenant shall provide proposed "value engineering" to the Cost Proposal (e.g. revisions to Tenant's requested specifications) to Landlord within forty-eight (48) hours of the receipt of the Cost Proposal. In the event Tenant shall provide Landlord with its proposed "value engineering," Landlord shall revise the Cost Proposal, and Tenant shall approve same within forty-eight (48) hours of the receipt of the revised Cost Proposal. For avoidance of doubt, Landlord has no obligation to commence or proceed with the Refurbishment Work, nor to consider or approve any change orders in relation thereto, if the aggregate cost of the Refurbishment Work would exceed the Allowance. In the event the costs of the Refurbishment Work exceed the Allowance ("the "**Over-Allowance Amount**"), Landlord may apply the amount of Abated Base Rent as a credit against any outstanding Over-Allowance Amount, not to exceed the amount of the Abated Base Rent.

(c) Intentionally omitted.

(d) If the aggregate total cost of the Refurbishment Work is less than the Allowance, and provided that Tenant is not in default under the Lease (as amended hereby), then Tenant may utilize any unused portion of the Allowance only as a credit toward Base Rent (but Base Rent shall never be less than \$0.00), by giving Landlord written notice of such election and the total amount of unused Allowance to be credited within 180 days following Landlord's completion and reconciliation of the Refurbishment Work, which shall be applied against Base Rent for the month(s) selected by Landlord in its sole discretion.

(e) The Refurbishment Work shall be coordinated with Tenant's assigned Project Manager (PM) in advance of Landlord commencing any Refurbishment Work and the work must be performed after Tenant's normal business hours unless waived or modified by Tenant's PM in writing to Landlord subject to Tenant's payment of the Over-Allowance Amount, if any.

(f) Subject to Section 5(e) of this Amendment (above), Tenant understands that the Refurbishment Work will be performed during Tenant's occupancy and use of the Remaining Premises, and may result in inconvenience to Tenant (including noise, vibration and displacement from portions of the Remaining Premises from time to time). Tenant will fully cooperate with Landlord's efforts to efficiently complete the Refurbishment Work by, among other things, vacating portions of the Remaining Premises from time to time to permit work to proceed, and by moving any personal property within the Remaining Premises that is necessary for the completion of the Refurbishment Work. Landlord will make reasonable efforts to minimize the inconvenience and disturbance caused by the Refurbishment Work, but is not responsible for business interruption or damage to property which results from the Refurbishment Work. Tenant hereby agrees that the performance of the Refurbishment Work

shall in no way constitute a constructive eviction of Tenant or entitle Tenant to any abatement of rent payable pursuant to the Lease. Landlord shall have no responsibility for, or for any reason be liable to, Tenant for any direct or indirect injury to or interference with Tenant's business arising from the performance of the Refurbishment Work, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Remaining Premises or of Tenant's personal property or improvements resulting from the performance of the Refurbishment Work, or for any inconvenience or annoyance occasioned by the performance of the Refurbishment Work.

(g) The Refurbishment Work 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 Remaining 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 Refurbishment Work. 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.

(h) Within twelve (12) months following the Revised Commencement Date, Landlord, at Landlord's cost and expense, shall update the lighting in the Remaining Premises pursuant to specifications acceptable to Landlord in its sole and absolute discretion.

7. **EARLY TERMINATION.**

(a) Section 1.1(j) of the Basic Lease Information is hereby amended in its entirety as follows:

"(j) Early Termination Date. Last day of the 85th month of the Extended Term."

(b) Section 4(b) of the Lease is hereby amended in its entirety as follows:

"(b) Early Termination. Tenant shall have a one-time right to terminate this Lease in its entirety with respect to the Premises effective as of the Early Termination Date, as defined in Section 1.1(j), by giving Landlord not less than 365 days' prior written notice executed by the Chief Executive Officer of Tenant ("**Termination Notice**"). Within thirty (30) days of delivery by Tenant to Landlord of the Termination Notice, Tenant shall reimburse Landlord for the unamortized Allowance and Brokerage Commissions (i.e., \$41,152.54 = \$20,214.07 for unamortized Allowance and \$20,938.37 for unamortized Brokerage Commissions) ("**Termination Fee**"), at an interest rate of eight percent (8%) per annum. Subject to the terms hereof, if Tenant properly exercises such option to terminate this Lease, such termination shall be effective as of the Early Termination Date. If Tenant fails to exercise its rights under this Section 4(b) strictly in accordance with the terms and conditions set forth herein (including without limitation, failure to pay the Termination Fee as

set forth herein), such right shall be null and void and shall be of no further force or effect."

8. **PARKING.** Effective as of the Revised Commencement Date, Section 1.1(n) of the Basic Lease Information is hereby amended to provide that Tenant will have 55 unreserved parking spaces, but Tenant's parking rights shall remain as otherwise set forth in Section 1.1(n) of the Basic Lease Information; provided, however, (a) during the first four (4) years of the Extended Term, the parking rate shall be \$75 per unreserved space per month or \$4,125 per month for 55 unreserved spaces, and (b) commencing upon the fourth (4th) anniversary of the Revised Commencement Date, the parking rate shall increase to \$80 per unreserved space per month or \$4,400 per month for 55 unreserved spaces. Subject to compliance with Landlord's rules and regulations adopted by Landlord from time to time, and as part of and not in addition to the 55 unreserved parking spaces allocated to Tenant hereunder, Tenant may park up to four (4) vehicles overnight, subject to availability of parking spaces that such vehicles can access.

9. **ENHANCED CLEANING SERVICES.** Effective as of the Revised Commencement Date, Landlord shall provide Tenant with an additional four (4) hours per day of janitorial services cleaning high touch areas in the Remaining Premises ("**Enhanced Cleaning**"). Tenant shall pay Landlord a fee of \$3,250 per month (calculated at \$37.50 per hour) for such Enhanced Cleaning and paid monthly with Tenant's payment of Base Rent. Landlord will schedule such Enhanced Cleaning in coordination with regular janitorial services. Tenant may elect, upon thirty (30) days' written notice, to increase, terminate, or reduce the total number of hours of Enhanced Cleaning.

10. **HOLDOVER.** The first paragraph of Section 7 of the Lease (Holdover) is hereby amended in its entirety as follows: "Upon the expiration of this Lease, the Lease shall continue on a month-to-month basis for up to six (6) months, terminable by either party upon thirty (30) days' prior written notice to the other party, with monthly Base Rent payable in the amount equal to 103% of the monthly Base Rent in effect for the last month of the Term of the Lease, plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. If Tenant remains in possession of the Premises or any part thereof after the expiration of such 6-month period, such occupancy shall be a holdover month-to-month tenancy which is terminable only upon thirty (30) days' written notice from Landlord to the Chief Executive Officer of Tenant, with monthly Base Rent payable in the amount equal to 125% of the monthly Base Rent payable under this Lease in the last month of such 6-month period (as such Base Rent may be adjusted from time to time in accordance with this Lease), plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease; provided, however, if the parties subsequently enter into a lease amendment extending the Term of this Lease, and provided that Tenant is not in default under the Lease, Landlord shall apply the Future Holdover Amount (as defined below) as a credit against Base Rent payable pursuant to such lease extension amendment. As used herein "**Future Holdover Amount**" means the difference between (i) the amount of holdover Base Rent actually paid by Tenant to Landlord for the period commencing upon the expiration of such 6-month period and expiring upon the commencement date of such future extension term and (ii) the amount of Base Rent in effect as of the last month of such 6-month period (i.e., absent the 25% holdover surcharge).

11. **ESTOPPEL.** Tenant hereby represents and warrants to Landlord that as of the date hereof: (a) there are no breaches or defaults under the Lease by Landlord nor any existing conditions which upon the giving of notice or lapse of time or both would constitute a

default by Landlord under the Lease; and (b) Tenant has no defenses, offsets, or claims under the Lease or otherwise against Landlord.

12. **BROKERS**. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person, other than the County of Los Angeles ("**Tenant's Broker**"), who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Amendment. Tenant's Broker and CBRE Inc. ("**Landlord's Broker**") shall be compensated by Landlord pursuant to the terms of separate express written agreements specifying the commission amounts ("**Brokerage Commissions**"), a copy of which has been delivered by Landlord to Tenant prior to the execution of this Amendment, and the Tenant shall receive from Landlord or Landlord's broker, within 30 days after the execution 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, and the terms of payment.

13. **DISCLOSURE**. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that neither the Complex nor the Premises has undergone inspection by a Certified Access Specialist (CASp) (defined by California Civil Code Section 55.52). Pursuant to California Civil Code Section 1938, Tenant is hereby notified that a CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy of the Tenant, if requested by Tenant. Landlord and Tenant shall mutually agree on the arrangements for the time and manner of any 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, which cost shall be the obligation of Landlord unless said violation is caused by Tenant.

14. **LANDLORD'S ADDRESS FOR NOTICE**. Landlord's address for notice set forth in Subparagraph 1.1 of the Lease is hereby amended to read as follows:

ELITE-TRC ALHAMBRA COMMUNITY LLC
c/o The Ratkovich Company
1000 South Fremont Avenue, Unit 1
Alhambra, California 91803
Attention: Senior Development Manager
Telephone: (626) 300-5000
Telecopier: (626) 300-5025

With a copy to:

DLA Piper LLP (US)
550 South Hope Street, Suite 2400
Los Angeles, California 90071
Attention: Jackie Park, Esq.
Telephone: (213) 330-7743
Telecopier: (213) 330-7543

With a copy to:

c/o ELITE INTERNATIONAL INVESTMENT FUND
700 S. Flower Street, Suite 2380
Los Angeles, California 90017
Attention: Bill Zhou

15. **TENANT'S ADDRESS FOR NOTICE**. Tenant's address for notice set forth in Subparagraph 1.1 of the Lease is hereby amended to read as follows:

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

With a copy to:

Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Senior Manager
Email: LeaseAcquisitions@ceo.lacounty.gov

16. **DOG POLICY**. The ability to bring a dog to the Premises is a privilege. A dog owner is required to respect the needs and rights of the Landlord and the other employees, visitors and tenants of the Building and the Complex when bringing a dog to the Premises. The following rules apply to bringing a dog into the Building or on the balance of the Complex:

(a) An employee of Tenant working in the Premises may bring a dog to the Premises, subject to the rules herein and subject to such employee's and Tenant's compliance with all Applicable Laws with respect to such dog and its presence in, on or about the Building and the balance of the Complex. Tenant must provide Landlord with a list of its employees who are permitted to have a dog in the Premises and a description of the dog. Tenant shall deliver to Landlord a dog registration form in the form of Exhibit A attached hereto signed by each employee of Tenant who brings a dog to the Premises. Landlord may deny access to any dog who is not on such list and accompanied by the corresponding employee on such list. The dog must be on a leash at all times when on the Premises. Dogs may not be kept in the interior common areas at any time (including lobbies, conference rooms, break rooms and hallways).

(b) Dogs must stay with their owners. Landlord is not responsible in any way for the welfare of any dog brought into the Building or in the balance of the Complex.

(c) Dogs brought into the Building or into the Complex must be clean, odor free, and healthy. Dogs with fleas or ticks or open wounds may not be brought into the Building or in the balance of the Complex.

(d) Owners are responsible for having their dog completely up to date on all immunizations, including, without limitation, rabies and distemper. If requested by Building management, the owner must show reasonable evidence of such immunization to Building management.

(e) Owners must use designated area and/or find suitable spots outside of the Building and the boundaries of the Complex for relieving their dog. Dogs may only relieve themselves in the Complex in the designated area(s) and may not relieve themselves at the Building or elsewhere in the Complex. In the event a dog accidentally relieves itself at the Building or elsewhere in the Complex, the owner is responsible for clean-up of solid waste and disposing of the same in sealed plastic bags in trash receptacles outside of the Building. If a dog has repeated accidents, the dog will not be allowed inside the Building or within the Complex until the owner can prove to Building Management that the dog has been through an appropriate training program or the issue is otherwise resolved. Landlord shall have the right to utilize special cleaning services to clean any soiling by any dog brought in, on or about the Building or the Complex, and Tenant shall reimburse Landlord for the cost thereof upon demand.

(f) Aggressive behavior, loud or repetitive barking or other disruptive behavior or persistent odor is not permitted.

(g) If any employee has a problem with the dog, he/she should discuss it directly with the dog's owner. Tenant shall be responsible for resolving any dispute between any of Tenant's employees regarding any dog, and Tenant shall ensure that Landlord is not made a party to any such dispute. Tenant and/or the dog owner must take measures to resolve and find a suitable solution if the presence of the dog is harmful to another occupant of the Premises, the Building or the Complex due to allergies, including, without limitation, remediation measures to avoid interactions and removal of the dog from the Building and the Complex. Landlord shall have no responsibility to resolve such issue; provided, however, Landlord shall have the right, but not the obligation, to deny access to any dog that is the subject of any such dispute until such time as such dispute is resolved.

(h) Tenant's right to have dogs in the Premises may be revoked by Landlord in the event of repeated violations of these rules.

(i) Tenant shall be responsible for any dog brought into the Building or the Complex by any of its employees, agents or guests. Without limitation, if a dog is brought into the Building or the Complex by an employee, agent or guest of Tenant (or by any guest of any such party) and the dog bites, scratches or otherwise attacks or is aggressive towards or otherwise harms any person at the Building or the Complex, or if any dispute arises between Tenant's employees or any other parties with respect to any dog, Tenant's indemnification obligations to Landlord pursuant to Section 18 of the Lease shall apply to any claims, losses,

costs, damages, judgments, suits, causes of action, expenses and liabilities (including, without limitation, court costs and reasonable attorneys' fees) arising therefrom.

17. The Smoking in County Facilities policy set forth on Schedule 1 attached hereto shall apply to the Premises.

18. All terms when used herein shall have the same respective meanings as set forth in the Lease unless expressly provided otherwise in this Amendment No. 1.

19. The signatory for the Landlord covenants, warrants and guarantees that it has the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein. The signatory for the Tenant covenants, warrants and guarantees that it has the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein.

20. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions contained in the Lease as amended shall remain in full force and effect.

[Signatures Next Page]

IN WITNESS WHEREOF, the Landlord's duly authorized representative has executed this Amendment No. 1 to Lease No. 78434 or caused it to be executed, the day, month and year first above written.


LANDLORD:

ELITE-TRC ALHAMBRA COMMUNITY LLC,
a Delaware limited liability company

By:

Name:

Its:


Brian Senger
VP

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT

Acting Chief Executive Officer

By:

Dean Lehman, P.E.
Senior Manager - Real Estate 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

DOG REGISTRATION

The Alhambra • Alhambra, California

Name of Dog: _____ Breed: _____ Color: _____
Weight: _____

License Number and Issuing Agency: _____

(Choose One)

- ☐ My dog is a domestic pet.
- ☐ My dog is a "Guide dog" trained to guide a blind or visually impaired person.
- ☐ My dog is a "Signal Dog," trained to alert a deaf or hearing impaired person to sounds.
- ☐ My dog is a "Service Dog," individually trained to the requirements of a person with a disability.
- ☐ My dog is a "Support Dog" that provides emotional, cognitive, or other similar support to a person with a disability, including, but not limited to, traumatic brain injuries or mental disabilities, such as major depression.

I represent and/or agree that:

- My dog will not have an offensive odor, or fail to display habits appropriate to the Building.
- My dog will not engage in behavior that endangers the health or safety of the individual with a disability or others in the Building.
- My dog will be free of fleas and other pests.
- My dog is up-to-date on all immunizations, including rabies and distemper.
- My dog will not exhibit aggressive, loud or repetitive barking or other disruptive or unwanted behavior to other Building occupants or visitors.
- My dog is trained and obeys my voice or signal commands.
- Except when in tenant's premises, my dog will be on a leash of no more than 6 feet in length, unless my dog is a service dog and the use a leash will interfere the performance of its duties.
- My dog will not be allowed to urinate or defecate anywhere in the Building or its common areas. I will find suitable spots outside of the Building and the boundaries of the Complex for relieving my dog. If my dog accidentally relieves itself at the Building or elsewhere within the Complex, I will clean up the solid waste and disposing of the same in sealed plastic bags in trash receptacles outside of the Building. If the dog has repeated accidents, the dog will not be allowed in the Building or within the Complex.
- My dog will not be allowed to use escalators (and must use either elevators or stairs).
- My dog will not be allowed in the common areas of the Complex (including on the roof of the Building or on the "green areas" of the Complex).

- My dog will not be tethered to any part of the Building, or its equipment, furniture or fixtures.

Landlord may prohibit and/or revoke access to any owner/dog that misrepresents the status of the dog as a service dog or emotional support dog, or that violates the above requirements.

Dog Owner's Signature: _____

Printed Name: _____ (Circle One: **Visitor** or **Employee**)

Name of Building Tenant: _____ Suite: _____

§365.7 of the California Penal Code

(a) Any person who knowingly and fraudulently represents himself or herself, through verbal or written notice, to be the owner or trainer of any canine licensed as, to be qualified as, or identified as, a guide, signal, or service dog, as defined in subdivisions (d), (e), and (f) of §365.5 and paragraph (6) of subdivision (b) of §54.1 of the Civil Code, shall be guilty of a misdemeanor punishable by imprisonment in the county jail not exceeding six months, by a fine not exceeding one thousand dollars (\$1,000), or by both that fine and imprisonment.

Schedule 1

Policy regarding Smoking in County Facilities

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.).

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/16/2020	
BOARD MEETING	1/5/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	4 th	
DEPARTMENT	Children and Family Services	
SUBJECT	Approve a proposed eight-year lease for the continued use of 67,359 square feet of existing office space and 380 on-site parking spaces at 10355 Slusher Drive, Santa Fe Springs.	
PROGRAM	Region IV Offices, Emergency Response, Family Maintenance/Reunification, Resource Family Support & Permanency Division, Revenue Enhancement, and Collaborative staff.	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The existing lease has been on a month-to-month holdover since February 9, 2020.	
COST & FUNDING	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Total cost: \$16,999,000 over 96 months (including utility cost of \$1,358,000)</p> </div> <div style="width: 45%;"> <p>Funding source: The costs will be 45 percent funded from State and Federal funds and 55 percent net County cost.</p> </div> </div> <p>TERMS (if applicable): The proposed lease provides for rental increases tied to the Consumer Price Index, with a maximum of 4 percent per annum. The landlord will provide a base tenant improvement allowance of \$10 per square foot (\$673,590) included in the rent, for premises upgrades, per the lease terms.</p> <p>Explanation: 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 DCFS. DCFS 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 DCFS.</p>	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and adequately provide the necessary office space for DCFS.	
BACKGROUND (include internal/external issues that may exist)	<p>The County of Los Angeles has leased the current location since June 1987. The County's current lease expired February 9, 2020. No holdover penalty is associated with the existing lease.</p> <p>The proposed lease will provide office space for DCFS' Region IV Offices, Resource Family Support and Permanency Division, Revenue Enhancement and Collaborative staff. Several smaller programs also occupy space at the Santa Fe Regional Office to enhance direct services to children and families.</p> <p>The facility adequately meets the space needs of DCFS. The landlord is providing the base tenant improvement allowance at no cost to the County for interior upgrades to the premises.</p>	
DEPARTMENTAL AND OTHER CONTACTS	<p>Michael Navarro CEO- Real Estate Division 213-974-4364 Mnavarro@ceo.lacounty.gov</p>	



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

January 5, 2021

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
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
10355 SLUSHER DRIVE, SANTA FE SPRINGS
(FOURTH DISTRICT)
(3 VOTES)**

SUBJECT

Approval of a proposed eight-year lease to replace an existing lease to provide the Department of Children and Family Services (DCFS) continued use of 67,359 rentable square feet of office space and 380 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Acting Chief Executive Officer, or her designee, to execute the proposed lease with PPF Industrial 12016 Telegraph Rd, LP (Landlord), for 67,359 rentable square feet of office space, and 380 on-site parking spaces at 10355 Slusher Drive, Santa Fe Springs, to be occupied by DCFS. The estimated maximum first year rental cost is not to exceed \$1,697,447. The estimated total lease cost, including the utility cost of \$1,358,000, is \$16,999,000 over the eight-year term. The rental costs will be funded 45 percent with State and Federal funds, and 55 percent with net County cost.

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

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 proposed lease, including, without limitation, early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County has leased the premises at 10355 Slusher Drive, Santa Fe Springs since June 9, 1987 for use by DCFS. The lease expired on February 9, 2020 and is currently on a month-to-month holdover basis, with no holdover penalty. DCFS has requested that the lease be renewed so that it may continue to provide services to families in crisis in this location.

DCFS operates 21 regional offices offering a comprehensive full-service direct child protection system. DCFS operates several programs out of this facility, which is known as the Santa Fe Springs Regional Office, including: Emergency Response, Family Maintenance/Reunification, Resource Family Support and Permanency Division.

The Resource Family Support and Permanency Division provides direct services to assess children's adoptability, providing case management, supervision over the adoption process, and finding out-of-home placement. The Revenue Enhancement Eligibility Workers provide support to the Permanent Placement Children's Social Workers by determining the financial eligibility status of the children serviced by DCFS.

DCFS also invites staff from other County Departments to occupy space at the Santa Fe Springs Regional Office to provide comprehensive services to children and families. These include: County Counsel, the Probation Department, Parents in Partnership, the Department of Mental Health (to improve mental health and permanency outcomes for foster children), Department of Public Social Services Linkages, Child and Family Team, Resource Family Approval, and contracted Foster Youth Education Liaisons.

DCFS works collaboratively with other County partners such as the Department of Public Social Services (DPSS) and Child Support Services (CSSD). These County partners have offices in neighboring cities, including DPSS located in the City of Norwalk and CSSD in the City of Commerce, which makes this existing facility ideally situated.

The existing facility meets the space needs of DCFS. The location is freeway accessible and will accommodate 435 employees and visitors, with sufficient parking. The proposed lease premises were re-measured by the landlord's architect, according to the more recent 2018 Building Owners and Management Association standards. This resulted in an adjustment to the rentable square footage by 1,790 square feet from 65,568 to 67,359 square feet. The new square footage was verified by the County's space planner.

Approval of the recommended actions will find that the proposed lease is exempt from

CEQA and will allow DCFS to continue operations at the subject facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 - *Make Investments that Transform Lives* provides that we 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 is also 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 support the above goals and objective by allowing DCFS to continue to provide their direct service programs to the public in collaboration with other County Departments and agencies from a facility located within the communities in need of its services. 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 DCFS. DCFS has sufficient funding in its FY 2020-21 operating budget to cover the proposed rent and utility costs 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 DCFS. The rental costs will be funded 45 percent with State and Federal funds and 55 percent with net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Base rent includes parking and is subject to annual increases based on the Consumer Price Index (CPI) which is capped at 4 percent per annum.
- The current annual base rent will increase 8 percent, from \$1,526,420 (\$23.28 per square foot annually) to \$1,697,447 (\$25.20 per squarefoot annually).
- The landlord will provide a base TI allowance of \$673,590 or \$10 per square foot, as part of the base rent to be applied towards carpet, paint and minor repairs Any unused portion of the TI allowance shall be credited toward the monthly rent.

- The landlord is responsible for all operating and maintenance costs associated with the premises, including janitorial costs and property taxes. The County is responsible for all utilities, such as electricity, gas, water, and sewer charges.
- The initial estimated \$169,689 annual cost of electricity and water is subject to usage and rate changes.
- The aggregate cost associated with the proposed lease over the entire term is estimated not to exceed \$16,999,000, as shown on Enclosure B.
- The County has the right to terminate the Lease during a 12-month period, between months 72 and 84 of the lease term, with 180 days prior written notice, and subject to a termination fee equal to the unamortized tenant improvements and minor out of pocket costs (not to exceed \$10,000) to the 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 increase by 25 percent of the base rent at the time of the lease expiration unless negotiations for renewal have commenced but have not been completed prior to expiration of the current term.
- The proposed lease will be effective upon approval by the Board and upon full execution of the proposed lease.

The Chief Executive Office (CEO), conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area including parking costs, is between \$20.40 and \$26.40 per square foot, per year. The base annual rental rate of \$25.20 per square foot, per year for the proposed lease represents a rate within the market range for the area. DCFS has 435 employees reporting to the premises, which is a more dense occupancy rate than normal. This facility has significantly more parking (380 spaces) than that of comparable properties in the area, to accommodate the higher employee count as well as the visitors, making it the most suitable facility for DCFS in the area. Further, relocation to a new building would require costly improvements. We recommend the proposed facility as the most suitable to meet the County's space requirements.

The CEO has communicated with co-working office space companies 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 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 previously inspected the facility and found it seismically suitable for County occupancy. The required notification letter to the City of Santa Fe Springs has been sent in accordance with Government Code Section 25351. County Counsel has reviewed the enclosed proposed lease and has approved it as to form.

The proposed lease will continue to provide an appropriate location for these programs, which is consistent with the County's Facility Location Policy, as 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 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 for this County requirement. DCFS concurs with the proposed lease and recommendations.

The Honorable Board of Supervisors

January 5, 2021

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:FC:gw

Enclosures

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

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
10355 SLUSHER DRIVE, SANTA FE SPRINGS
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. Ratio is approximately 155 square feet per person. Space was built out in 1987 under different size guidelines. With the exception of managers, most cubicles are 81 square feet or 64 square feet per person.			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? The lease exceeds the minimum parking guidelines, providing 5.64/1000 parking).			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? The rental costs will be 45 percent funded with State and Federal funds and 55 percent with 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 enclosed as Enclosure C?		X		
G	Was build-to-suit or capital project considered? The County already occupies the facility and a capital project was not considered.			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? ² Department prefers to remain in the existing premises to avoid new tenant improvement costs and the proximity to other County departments.			X	
D	Why was this program not co-located?				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. ____ The Program is being co-located.				
E	Is lease a full-service lease? No, this is a modified service Lease (the County pays utilities such as electricity, water and gas).			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 THE PROPOSED LEASE COSTS

10355 Slusher Drive, Santa Fe Springs	Existing Lease	Proposed Lease	Change
Area (Square Feet)	65,568 sq.ft.	67,359 sq.ft.	Space remeasured
Term (years)	5 years	8 years	+3 years
Annual Base Rent ⁽¹⁾ (Base rent includes parking)	\$1,526,420 (\$23.28 per sq. ft. annually).	\$1,697,447 (\$25.20 per sq. ft. annually)	+\$171,027 annually
Utility Costs (paid directly to the utility company) ⁽²⁾	\$159,454	\$169,689 (Estimated)	+\$10,235 (subject to utility rate changes)
Total First Year Lease Costs payable to Landlord		\$1,867,136	
Rental rate adjustment	Annual CPI adjustments, capped at 4 percent per year.	Annual CPI adjustments, capped at 4 percent per year.	None
Cancellation Provision ⁽³⁾	None	Between 72 nd and 84 th month, with 180 days' notice and penalty	Right to Terminate

- (1) The existing and proposed leases are both modified-service, where the County pays for all utilities including electricity, gas and water. The landlord is responsible for paying all other costs associated with operations, building maintenance and repairs.
- (2) County utilities are estimated base upon current levels of usage. These are only estimates, not intended to be relied upon for budgeting purposes. County pays electric and water charges (domestic and fire), no gas account exists for the premises.

OVERVIEW OF THE PROPOSED BUDGETED LEASE AND RELATED COSTS

10355 Slusher Drive
Department of Children and Family Services

Leased Area 67,359
Term 96 months/8 years
Annual Adjustment 4%

Description Base Rent Per RSF Per Month (\$) Base Rent Per RSF Per Year (\$)
\$2.10 \$25.20

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	Total 8 Year Rental Costs
Annual Base Rent Costs ¹	1,697,447	1,765,345	1,835,959	1,909,397	1,985,773	2,065,204	2,147,812	2,233,725	15,641,000
Utilities Costs ²	169,689	169,689	169,689	169,689	169,689	169,689	169,689	169,689	1,358,000
Total Estimated Annual Costs	1,867,136	1,935,034	2,005,648	2,079,086	2,155,462	2,234,893	2,317,501	2,403,414	16,999,000

¹ The base rent will be subject to annual rent adjustments tied to the Consumer Price Index with a maximum of 4 percent (4%) annual increases.
² Based upon 12-month historical electrical and water accounts (domestic water and fire service) . This is only an estimate, not meant to be relied upon for budgeting purposes.
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SPACE SEARCH – 3 MILE RADIUS
10355 SLUSHER DRIVE, SANTA FE SPRINGS**

LACO	Name	Address	Ownership Type	Gross Sq Ft	Vacant
5685	Norwalk Courthouse	12720 Norwalk Blvd Norwalk 90650	CA - Superior Courts	225,008	None
A176	Health Services - Ems	10100 Pioneer Blvd Santa Fe Springs 90670	Leased	41,720	None
6367	PW Sewer - Central Yard Office	12015 Shoemaker Ave Santa Fe Springs 90670	Owned	950	Pending
A553	DMH - Government Center Building	12440 E Imperial Hwy Norwalk 90650	Leased	10,838	None
A566	Sheriff - So Cal High Tech Task Force	9900 Norwalk Blvd Santa Fe Springs 90670	Leased	22,880	None
6335	Probation - Rio Hondo Area Office	8240 S Broadway Ave Whittier 90606	Owned	19,997	None
D812	PW - Inc City Office (Santa Fe Springs)	11710 Telegraph Rd Santa Fe Springs 90670	Gratis Use	221,285	None
D221	DPSS - Norwalk WS District Office	12727 Norwalk Blvd Norwalk 90650	Leased	40,500	None
A511	DCFS - South Whittier Community Resource Center	10750 Laurel Ave Whittier 90605	Gratis Use	150	None
A279	DPW - South Whittier District/Sheriff's Sub - Station	13523 Telegraph Rd South Whittier 90605	Leased	3,162	None
X168	Harry Hufford Registrar - Recorder/Co Clerk Building	12400 E Imperial Hwy Norwalk 90650	Financed	262,510	None
0092	PW Road - Div #146 Subyard Office	13671 Telegraph Rd South Whittier 90604	Owned	576	None
A068	Norwalk Government Center (aka Bechtel Building)	12440 E Imperial Hwy Norwalk 90650	Leased	216,324	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Eight-year lease for DCFS –10355 Slusher Drive, Santa Fe Springs – Fourth District.

A. Establish Service Function Category – Regional direct service programs within the community surrounding Santa Fe Springs.

B. Determination of the Service Area –The proposed lease will allow DCFS to continue the operation of multiple programs, and collaborative services with other County departments and other providers, out of one building, to maintain effective delivery of care systems to serve clients.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: DCFS is most effective when its programs are within close proximity to the service area (service planning area 7). This location meets the service area criteria.
- Need for proximity to existing County facilities: DCFS works collaboratively with other County partners such as the Department of Public Social Services (DPSS) and Child Support Services (CSSD). These County partners have offices in neighboring cities, including DPSS located in the City of Norwalk and CSSD in the City of Commerce.
- Need for proximity to Los Angeles Civic Center: N/A. The current site provides a central location, sixteen miles south east of Downtown Los Angeles and is easily accessible by freeway, with access to public transportation.
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services including the Metro Local Bus Line 62, the Norwalk Bus Line 1, a Metro Link station with connections to the Green Line, Metro buses and Norwalk buses, and Dial-A-Ride. The office is within a two-mile proximity to Interstate 605 and Interstate 5 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 is no space available in existing County-owned buildings to meet the Departments' service needs.

- Compatibility with local land use plans: The City of Santa Fe Springs 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 maximum costs associated with the proposed lease are \$1,867,136, inclusive of parking and utilities.

D. Analyze results and identify location alternatives

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

Based upon a review of available industry data, it has been established that the annual rental range for similar space is between \$20.40 and \$26.40 per square foot per year, including parking. Therefore, the base annual rent of \$25.20 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

This proposed lease will continue to provide suitable office space for DCFS's direct service programs, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. The proposed lease will allow DCFS to provide continuity of operations, and services to their clients in the Santa Fe Springs area and neighboring communities. The cost of comparable sites is within the range of price per square foot, however a move to another location would require additional Tenant Improvements that would further increase overall costs.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

PPF INDUSTRIAL 12016 TELEGRAPH RD, LP - Landlord

10355 SLUSHER DRIVE

SANTA FE SPRINGS, CALIFORNIA

TABLE OF CONTENTS

	Page
1. BASIC LEASE INFORMATION	1
1.1 Terms.....	1
1.2 Defined Terms Relating to Landlord's Work Letter	3
1.3 Exhibits to Lease	4
1.4 Landlord's Work Letter.....	4
2. PREMISES.....	5
3. COMMON AREAS.....	5
4. COMMENCEMENT AND EXPIRATION DATES	5
4.1 Term	5
4.2 Termination Right	6
4.3 Early Entry	6
4.4 Early Termination.....	6
5. RENT.....	7
5.1 Base Rent.....	7
6. USES.....	7
7. HOLDOVER	7
8. COMPLIANCE WITH LAW	7
9. DAMAGE OR DESTRUCTION.....	8
9.1 Damage	8
9.2 Tenant Termination Right	8
9.3 Damage In Last Year.....	9
9.4 Default By Landlord	9
10. REPAIRS AND MAINTENANCE	9
10.1 Landlord Representations.....	9
10.2 Landlord Obligations	11
10.3 Tenant Obligations.....	12
10.4 Tenant's Right to Repair	13
11. SERVICES AND UTILITIES	14
11.1 Services	14
11.2 Utilities	15
12. TAXES.....	16
13. LANDLORD ACCESS	16
14. TENANT DEFAULT	16
14.1 Default	16
14.2 Termination.....	17
14.3 No Effect on Indemnity.....	17
15. LANDLORD DEFAULT.....	17
15.1 Remedies.....	17
15.2 Waiver.....	18
15.3 Emergency.....	18
16. ASSIGNMENT AND SUBLETTING	18
16.1 Assignment and Subletting	18
16.2 Sale.....	18

17.	ALTERATIONS AND ADDITIONS.....	19
17.1	Landlord Consent	19
17.2	End of Term	20
18.	CONDEMNATION	20
18.1	Controlling Terms	20
18.2	Total Taking	20
18.3	Partial Taking.....	20
18.4	Restoration	21
18.5	Award.....	21
18.6	Waiver of Statute	21
19.	INDEMNIFICATION.....	21
19.1	Landlord's Indemnity.....	21
19.2	Tenant's Indemnity	22
20.	INSURANCE	22
20.1	Waiver.....	22
20.2	General Insurance Provisions – Landlord Requirements.....	22
20.3	Insurance Coverage Types And Limits	26
20.4	Landlord Requirements.....	26
20.5	Waiver of Subrogation	27
21.	PARKING	27
21.1	Tenant's Rights.....	27
21.2	Remedies.....	27
22.	ENVIRONMENTAL MATTERS.....	28
22.1	Hazardous Materials.....	28
22.2	Landlord Indemnity	28
23.	ESTOPPEL CERTIFICATES.....	29
24.	TENANT IMPROVEMENTS	29
25.	LIENS.....	29
26.	SUBORDINATION AND MORTGAGES	29
26.1	Subordination and Non-Disturbance	29
26.2	Existing Deeds of Trust.....	30
26.3	Notice of Default	30
27.	SURRENDER OF POSSESSION	30
28.	SIGNAGE	30
29.	QUIET ENJOYMENT	30
30.	GENERAL	31
30.1	Headings.....	31
30.2	Successors and Assigns.....	31
30.3	Brokers	31
30.4	Entire Agreement.....	31
30.5	Severability	31
30.6	Notices.....	32
30.7	Governing Law and Venue	32
30.8	Waivers.....	32
30.9	Time of Essence	32
30.10	Consent	32

	30.11 Community Business Enterprises	33
	30.12 Memorandum of Lease	33
	30.13 Counterparts	33
31.	AUTHORITY	33
32.	ACKNOWLEDGEMENT BY LANDLORD	34
	32.1 Consideration of GAIN Program Participants.....	34
	32.2 Solicitation of Consideration	34
	32.3 Landlord Assignment	35
33.	IRREVOCABLE OFFER	36

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
- Exhibit J - Tenant Improvements
- Exhibit K - 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 **PPF INDUSTRIAL 12016 TELEGRAPH RD.**, LP, a California limited partnership ("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:

a. Landlord's Address for Notice:	PPF INDUSTRIAL 12016 Telegraph Rd, LP Kearny Real Estate Company 1876 Century Park East #380 Los Angeles, CA 90067 Attn: Steven Hillgren Email: shillgren@kearny.com With a copy to: c/o Morgan Stanley Real Estate Advisor, Inc. 555 California Street, Suite 2200 San Francisco, CA 94104 Attention: Keith Fink Email: Keith.fink@morganstanley.com
b. Tenant's Address for Notice:	Chief Executive Office Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, California 90012 Attention: Director of Real Estate Email: LeaseAcquisitions@ceo.lacounty.gov With a copy to:

	County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 67,359 rentable/gross square feet in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
d. Building:	The Building located at 10355 Slusher Drive, Santa Fe Springs, California, which is currently assessed by the County Assessor as APN 8009-007-047 and APN 8009-007-048 (the "Property").
e. Term:	Eight (8) years, commencing upon approval by the County of Los Angeles Board of Supervisors and full execution of the lease (the "Commencement Date"), and terminating at midnight on the day before the eighth 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. Commencement Date:	Upon mutual execution of this Lease by Landlord and Tenant
g. Irrevocable Offer Expiration Date: (see Section 33)	August 1, 2020
h. Base Rent:	\$141,453.90 per month, which is based upon a rental rate of \$2.10 per rentable square foot per month, on a modified gross basis, as provided in Section 11.2.

i. Early Termination (see Section 4.4)	180 days' notice to terminate anytime within a 12-month window between end of month 72 and end of month 84 of the lease term. Such 12-month period shall be referred to herein as the "Early Termination Period".
j. Rentable/gross Square Feet in the Premises:	67,359 square feet
k. Initial Departmental Use:	General Office use or for any lawful purpose, subject to Section 6.
l. Parking Spaces:	380 unreserved parking spaces, onsite, upon terms and conditions provided in Section 21.
m. Normal Working Hours:	6 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
n. Asbestos Report:	A report dated March 19, 2020 prepared by <u>TRC Environmental Corporation</u> , a licensed California Asbestos contractor.
o. Seismic Report	A report dated August 15, 2002 prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated May 18, 2020 prepared by <u>IDS Group, Incorporated</u> , by a licensed architect.

1.2 Defined Terms Relating to Landlord's Preparation of Premises

a. Tenant Improvement Allowance:	\$673,590 (\$10 per rentable square foot of the Premises).
b. Tenant's TI Contribution:	Not Applicable.
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 Preparation of Premises Representative:	<u>Vedad Hasanovic</u> , or an assigned staff person of the Chief Executive Office-Real Estate Division.
g. Landlord's Preparation of Premises Representative:	Miles Cruz, or an assigned staff person of Landlord
h. Landlord's Address for Preparation of Premises Notice:	Miles Cruz Kearny Real Estate Company 12016 Telegraph Rd. #203 Santa Fe Springs, CA 90670 Email: mcruz@kearny.com
i. Tenant's Address for Preparation of Premises Notice:	Chief Executive Office Real Estate Division 320 West Temple St., 7 th Floor Los Angeles, California 90012 Attention: Director of Real Estate Email: LeaseAcquisitions@ceo.lacounty.gov

<p>1.3 <u>Exhibits to Lease</u></p>	<p>Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease Exhibit J - Tenant Improvements Exhibit K - Preliminary and Final Tenant Improvement Cost Statement</p>

2. PREMISES

Tenant and Landlord acknowledge that the Tenant is in possession of the Premises pursuant to County Lease No. 56497. Landlord does hereby agree to continue to lease to Tenant, and Tenant does hereby agree to continue to 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 multi-building project in which the Building is located: the public areas of such project, 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 such project. 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

- a. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date;
- b. The term of this Lease shall be for a period of eight (8) years, commencing upon approval of this Lease by the Board of Supervisors, and ending 96 months thereafter.

4.2 Termination Right (Intentionally Omitted)

4.3 Early Entry (Intentionally Omitted)

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time during the Early Termination Period specified in Section 1.1, by giving Landlord written notice electing to so terminate this Lease not less than 180 days prior to the proposed termination date, executed by the Chief Executive Officer of Tenant (the "Termination Notice"). The Termination Notice must identify the proposed Early Termination Date of this Lease, which must be within the Early Termination Period and must be at least 180 days after the date Tenant delivers the Termination Notice to Landlord.

Early Termination Penalty: The Tenant will be required to pay an early termination penalty prior to the Early Termination Date; the amount of the termination penalty will be calculated as the unamortized portion (using an interest rate of 8%) of the Tenant Improvement Allowance and other out of

pocket costs incurred by Landlord in connection with the Tenant Improvements, subject to the terms contained hereinbelow. Out of pocket costs shall not exceed \$10,000. Tenant has a right to terminate this Lease during the Early Termination Period (i.e., between month 72 and month 84 of the Lease term). Effective at month 72, the parties stipulate Tenant would pay a termination fee of \$184,569.30, and the parties further stipulate such fee shall thereafter be reduced \$7,690 per month until month 84.

For illustration purposes only:

Step 1: $\$10/\text{psf} \times 67,359 \text{ rsf} = \$673,590$ Tenant Improvement Allowance (TI)

Step 2: $\$673,590 \text{ TI} / 8 \text{ years} = \$84,199/\text{year}$

Step 3: Out of pocket costs $\$10,000/8 \text{ years} = \$1,250/\text{year}$

Step 4: Combine Landlord costs $(\$84,199 + \$1,250) = \$85,449$

Step 5: Add 8% amortization rate $(\$85,449 \times 8\% = \$6,836/\text{year})$

Step 6: Costs + Amortization interest = $\$92,285$

Step 7: $\$92,285$ divided by 12-month window = $\$7,690/\text{month}$ reduced fee.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1 during the Term hereof commencing on the Commencement Date, and thereafter on the first day of each calendar month, 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 Base Rent shall continue to accrue without abatement but 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. Base Rent and all other amounts payable by Tenant under this Lease shall be collectively referred to herein as "Rent".

5.2 Rent Adjustment

(a) CPI. Commencing as of the first anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "**Adjustment Date**") and on every anniversary of the Adjustment Date thereafter, the monthly Base Rent shall be adjusted by

applying the CPI Formula set forth below. The "**Base Index**" shall be the Index published for the month in which the Lease commences.

(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 the Base Rent multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Index published for the month in which the Commencement Date occurs. If the Index is changed so that the Index differs from that used as of the Commencement Date of this 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 annual increases of the monthly Base Rent shall be determined as follows:

First Anniversary's Calculation:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$141,453.90 \text{ (Base Rent)} = \text{Monthly Rent}$$

Each Anniversary Thereafter:

$$\frac{\text{New Index}}{\text{Prior Year's Index}} \times \text{Prior Year's Adjusted Monthly Rent} = \text{Monthly Rent}$$

(d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an annual increase greater than four percent (4%) per year of the prior year's Base Rent. In no event shall the monthly rent be adjusted by the CPI Formula to result in a lower monthly Base Rent than was payable during the previous year of the Lease.

6. USES

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

7. HOLDOVER

7.1 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 90 days written notice from the Chief Executive Officer of Tenant at 125% 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

Subject to Section 10.1(c) below, 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 use or occupancy of the Premises 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 180 days, then, subject to the terms of Section 9.2 below, Landlord shall promptly, at Landlord's expense, repair such damage provided insurance proceeds are available to repair such damage, and this Lease shall continue in full force and effect; provided however Tenant shall assign to Landlord the right to all insurance proceeds payable to Tenant as a result of such casualty under the property insurance policies required to be maintained by Tenant under Section 20.3(a) below. In no event shall Landlord be obligated to repair or restore any trade fixtures, furniture, or other personal property of Tenant or any other party damaged as a result of a casualty. 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 thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate (the "Repair 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 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 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, upon not less than thirty (30) days prior written notice to Landlord (but subject to the last paragraph of this Section 9.4):

- 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.

Notwithstanding the foregoing, if repair and restoration work shall take longer than 30 days to complete, Landlord shall have such longer period of

time as is reasonably necessary for Landlord to complete such action provided Landlord commences such action within such 30-day period and thereafter diligently pursues completion thereof.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- a. Landlord represents to Tenant that, as of the date hereof:
 - i. To Landlord's actual knowledge, the Premises, the Building, and those portion of the Common Areas serving the Building (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. To Landlord's actual knowledge, the Building, the Common Areas serving the Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. To Landlord's actual knowledge, the Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined) in violation of applicable laws; and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- b. To Landlord's actual knowledge, neither the Premises nor the Building contain asbestos containing materials (other than as may be reflected in the Asbestos Report). As used in this Section 10.1(b) and in Section 10.1(a) above, "Landlord's actual knowledge" shall mean the current actual knowledge of the property manager for the Building at the time of execution of this Lease and not any implied, imputed, or constructive knowledge of said individual or Landlord, any of its agents, employees, or contractors or any other party related to Landlord and without any independent investigation or inquiry having been made or any implied duty to investigate or make any inquiries; it being understood and agreed that such individual shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

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.

Notwithstanding the foregoing or anything to the contrary contained in this Lease, if a CASp inspection commissioned by Tenant (at Tenant's cost) discloses that any portion of the Premises is in violation of the ADA under Federal or State of California accessibility laws, then it shall be the sole responsibility of Tenant to remedy such violations within the Premises; provided, however, if Tenant determines that the costs of remedying such violations would be unreasonable, then Tenant may elect not to remedy such violations. Tenant shall not, however, be responsible to remedy any violations of the ADA existing in the Common Areas (including, without limit, path of travel from the parking lot accessible spaces to building entrance(s), and parking lot accessible spaces) and disclosed by a CASp inspection commissioned by Tenant, except as otherwise provided in Section 8 above; provided, however, if such violations are made Landlord's responsibility to remedy under this Lease, then Landlord may elect not to remedy such violations if Landlord determines the costs of remedying such violations would be unreasonable.

- 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 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; provided, however, in no event shall Landlord have any repair or maintenance responsibilities

whatsoever with respect to any supplemental HVAC, (whether existing or installed at any time in the future);

- iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building (if any).
- 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 repaired as needed).;
 - ii. interior partitions;
 - iii. doors;
 - iv. the interior side of demising walls; provided however, Landlord's sole obligation with respect to the repainting of the Premises shall be to perform any repainting included in the description of the Tenant Improvements listed in Exhibit J attached hereto (it being agreed by Tenant that once Landlord has completed such repainting as described in Exhibit J attached hereto, Landlord shall have no further repainting obligations;
 - v. signage;
 - vi. emergency exit signage and battery replacement; and
 - vii. the currently existing HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment.
- 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, (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; (iii) the repair and maintenance of any supplemental HVAC installed by or for Tenant (whether now existing or installed at any time in the future) and (iv) the repair and maintenance of any leasehold improvements and fixtures, furniture and equipment installed by or for Tenant in the Premises. 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 thirty (30) days after the giving of such notice (or, if such action would take longer than 30 days to complete, such longer period of time as is reasonably necessary for Landlord to complete such action provided Landlord commences such action within such 30-day period and thereafter diligently pursues completion thereof), then Tenant may proceed to take the required action (provided, however, in the event of an emergency which threatens life or where there is imminent danger to property Tenant shall only be required to provide Landlord with such prior notice as is reasonable under the circumstances [or if no prior notice is reasonable under the circumstances, notice immediately following Tenant taking such required action]). . 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. 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 Landlord perform, supply and administer repairs, maintenance, building services and/or alterations, in which case Tenant shall promptly reimburse Landlord for such cost, not to exceed \$1,500. 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 continue to 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 similar class buildings and not less than the standard set forth in Exhibit D attached hereto. In addition, Landlord 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.

- b. Electricity

Landlord shall continue to furnish to the Premises the amount of electric current currently provided.

- c. Elevators (if applicable)

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 continue to 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 continue to 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. Access

Landlord shall continue to 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.

g. Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services

h. Utilities

Tenant shall continue to pay, at its sole cost, when due, charges related to its electric usage, water usage, HVAC usage, and other utility usage in the Premises and related costs directly to the utility companies during the term of this lease or any renewals, extensions or holdovers thereof.

Landlord agrees to pay all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), 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 Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Normal Working Hours upon prior written notice for the purpose of inspecting the Premises, providing those repairs, maintenance and other services Landlord is required to provide under the Lease, and for any other 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.

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. If Landlord so terminates the Lease then, in addition to all other rights or remedies as provided Landlord under the law, Landlord may recover from Tenant the following:

- (i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease for which in the ordinary course of business would be likely to result therefrom.

The term "rent" as used in this Section 14.2 shall be deemed to be paid and to mean all sums of every nature required to be paid by Tenant pursuant to terms of this Lease, whether to Landlord or to others. As used in Sections 14.2(i) and (ii) above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate set forth in Section 5.1 of this Lease. As used in Section 14.2(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Tenant further agrees that if a Default should occur and should not be cured within the time periods set forth above, and Landlord elects not to terminate this Lease, that Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover Rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations).

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

thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- a. to remedy such default or breach and deduct the costs thereof (including but not limited to 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; provided however, in no event shall Landlord be liable to Tenant for any loss of business, lost profits or other special indirect, or consequential damages of any kind or nature; and/or
- d. If as a result of such Default, Tenant cannot and does not use the Premises for a period of at least ninety (90) consecutive or non-consecutive days, 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 cure period set forth in Section 15.1 above, 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 (each, a "Transfer") to a governmental entity without first obtaining Landlord's prior consent; all other Transfers shall require Landlord's prior written consent (which shall not be unreasonably withheld, conditioned or delayed.) In no such event shall any assignment, subletting or other Transfer relieve Tenant of any liability under this Lease unless Landlord has given its written consent to such release, which Landlord shall not unreasonably withhold in the case of an assignment of this Lease 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 and would not require the issuance of a building permit or other governmental approvals;
- 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.

Landlord shall respond in writing within 30 days of such request.

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 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 and the Common Areas 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 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 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

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises; provided however, in no event shall the foregoing be construed to make Landlord responsible for any liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses to the extent arising from the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

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, demands, claims, actions, fees, costs and expenses (including reasonable 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,; provided however, in no event shall the foregoing be construed to make Tenant responsible for any liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses to the extent arising from the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

a. Evidence of Coverage and Notice to Tenant

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date.

Renewal Certificates shall be provided to Tenant not more than 10 days after Landlord's policy expiration dates; provided however, Landlord shall notify Tenant of the renewal of each of insurance policies on or prior to the expiration date of such applicable policy. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

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 two hundred fifty thousand (\$250,000.00)

dollars or 5% of the property value (whichever is greater), 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, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 West 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 insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

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

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance within 30 days after Tenant delivers written notice of such failure shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. [Intentionally Deleted].

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.

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 ten (10) years following Lease expiration, termination or cancellation.

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

General Aggregate:	\$ 12 million
Products/Completed Operations	\$ 12 million
Aggregate:	
Personal and Advertising Injury:	\$ 11 million
Each Occurrence:	\$ 11 million

ii. Insurance covering all of the items included in Tenant's property and leasehold improvements, heating, ventilating and air conditioning equipment maintained by Tenant, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, and alterations, additions or changes made by Tenant to the Premises, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all risks" fire and casualty insurance policy.

iii. Workers' Compensation and Employer's Liability Insurance affording statutory coverage and containing statutory limits with the Employer's Liability portion thereof to have minimum limits of \$1,000,000.00.

iv. Automobile liability insurance, covering vehicles owned by Tenant, non-owned vehicles used by Tenant, and vehicles

hired by Tenant, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles.

- b. Self-Insurance: Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance will be provided to Landlord after execution of this Lease at Landlord's request. Any self-insurance shall be deemed to contain all the terms and conditions applicable to such insurance as required under this Lease, including, without limitation, a full waiver of subrogation.

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	\$ 10 million
Aggregate:	
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

- b. Commercial Property Insurance. Such insurance shall:
 - i. Provide coverage for the Building and any Landlord 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.

20.5 Waiver of Subrogation

Each party hereby waives all rights of such party against the other party for damages to the waiving party's property caused by fire or other causes of loss occurring on and after the date on which this Lease is executed

(whether or not such damage is covered by the insurance such party is obligated to maintain under this Lease). The foregoing waiver shall also constitute a waiver by each party of all rights of subrogation against the other party with respect to damages to the waiving party's property caused by fire or other cases of loss occurring on and after the date on which this Lease is executed. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant (it being acknowledged that Tenant will be self-insuring its insurance obligations under this Lease).

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to use the number of unreserved parking spaces set forth in Section 1 (380), 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 no parking spaces are 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 are not available to Tenant (in addition to the rights given to Tenant under Sections 9, 15, and 17 in the event of casualty or condemnation), then Tenant shall have the following remedies (which shall be Tenant's only remedies for the loss of available parking spaces):

- a. If the number of parking spaces under this lease is reduced by ten percent (10%) or more, and if such parking spaces are not restored to Tenant, or if Landlord fails to provide the same number of substantially similar alternate parking spaces within the business park, within ten (10) days after Landlord's receipt of written notice from Tenant then Tenant may terminate this lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter. If Landlord provides the same number of substantially similar alternate parking spaces within the business

park, during the time tenant's normal parking is not available, then Tenant shall have no such termination right; or

- b. If parking spots remain unavailable for 5 business days or more, 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. If Landlord provides alternate parking spaces within the business park, during the time tenant's normal parking is not available, Tenant's base rent will not be abated.

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 or Tenant's employees, contractors, agents, invitees, licensees, assignees or sublessees. 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 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/PREPARATION OF PREMISES:

24.1 Condition of Premises.

Tenant acknowledges that it is already in possession of the Premises pursuant to Lease No. 56497, and that Landlord shall be deemed to have delivered possession of the Premises as of the Commencement Date of this Lease, to Tenant with no alterations or improvements being made by Landlord except the following:

24.2 Tenant Improvement Allowance:

Within a commercially reasonable time after the receipt of a duly executed copy of this Lease and County-approved preliminary plans (if applicable) or outline specifications (if needed), and provided Landlord approves of such plans and specifications, Landlord shall cause a licensed California

architect to prepare final working drawings and specifications for the proposed interior tenant improvements as described in the scope of work set forth in Exhibit J (those interior tenant improvements described in the scope of work set forth in Exhibit J, as may be modified if mutually approved by Landlord and Tenant, collectively, the "Tenant Improvements"), unless, in Landlord's reasonable discretion, the Tenant Improvements are of such a scope that retaining an architect to prepare such final working drawings and specifications is unnecessary (in which case Landlord shall have no obligation to retain an architect to prepare final working drawings and specifications). Landlord shall pay for the costs to design, permit and construct the Tenant Improvements (collectively, the "Tenant Improvement Costs") in an amount up to, but not exceeding, \$673,590.00 (i.e., \$10.00 per rentable square foot of the Premises) ("Tenant Improvement Allowance"). The Tenant Improvement Costs include, without limit, (i) all hard costs associated with the construction of the Tenant Improvements, (including materials, labor, after-hours charges, trash removal costs, contractor's fees and general conditions), (ii) all soft costs associated with the construction of the Tenant Improvements, such as architectural fees, engineering fees, plan check, permits, Title 24, license fees (if applicable), and (iii) all costs incurred by Landlord to perform any upgrades or improvements to the Premises, Building or Common Areas required to comply with applicable laws if necessary to obtain a building permit or other authorization the parties elect to obtain for the Tenant Improvements.

In addition to Exhibit J, the Tenant Improvements may include other work the County may request with prior consent from the Landlord, which shall not be unreasonably withheld (provided, however, Landlord may withhold its consent to any such other work in Landlord's sole and absolute discretion if the cost of such other work would cause the Tenant Improvement Costs to exceed the Tenant Improvement Allowance).

Within a commercially reasonable time after Tenant delivers a written demand to Landlord therefor, Landlord shall provide to Tenant a statement reasonably detailing all Tenant Improvement Costs spent to date.

24.3 Working Drawings:

The working drawings (if applicable) are to be prepared by the aforementioned architect (if necessary, as further described in Section 24.2 above) in accordance with preliminary plans prepared by the County space planner. The Tenant Improvements shall be performed using Building standard materials, procedures and specifications, unless otherwise set forth in Exhibit J or approved by Landlord (which approval may be withheld by Landlord in its sole and absolute discretion if the use of any non-Building-standard materials, procedures or specifications would cause the Tenant Improvement Costs to exceed the Tenant Improvement Allowance).

24.4 Work Hours:

The Landlord agrees to perform the Tenant Improvements before 6:30 a.m. or after 6:30 p.m. on Monday through Friday and/or at any time on the weekends. Tenant hereby agrees to use its best efforts to cooperate with Landlord in connection with the construction of the Tenant Improvements. In connection with the performance of Landlord's work, Landlord agrees to move, to the extent necessary, Tenant's furniture and such other items (including computers, copiers and other personal property) as Landlord may require be moved in order to perform the Tenant Improvements. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to complete the Tenant Improvements in a manner so as to minimize unreasonable interference with Tenant's business at the Premises. Landlord shall endeavor to commence work within three (3) months of the later of (i) receipt of a fully-approved set of preliminary plans or outline specifications or drawings prepared by the County space planner (or, if Landlord determines the same are necessary under Section 24.2, the completion of approved final working drawings), and (ii) receipt of permits (if required) from the City, unless delay is caused by Tenant, or any force majeure events.

24.5 Bids:

Upon the mutual approval of all necessary plans and specifications (and, if applicable, final working drawings) by Landlord and Tenant (collectively, the "Approved Plans") Landlord shall submit three (3) bids for the construction of the Tenant Improvements to the County for its review prior to award of the contract(s). The bids shall include an itemized list of all materials and labor and shall include all additional costs including A/E fees, permits, reasonable contractor's profit and overhead. The Tenant Improvement Costs shall include a Landlord's supervision fee of 4% based on hard costs only.

If the response of the lowest qualified bidder who submitted a bid to Landlord to perform the Tenant Improvements on the Approved Plans exceeds the Tenant Improvement Allowance, then Landlord and Tenant shall value engineer such Tenant Improvements and re-bid the same until Landlord receives a responsive and complete bid based on the value engineered Approved Plans from one or more licensed and qualified general contractors that is equal to or less than the Tenant Improvement Allowance. After Landlord has approved a bid for the performance of the Tenant Improvements shown on the Approved Plans (as may have been value engineered), Landlord shall retain the general contractor that provided such bid to perform such Tenant Improvements. Thereafter, if, at any time during such general contractor's performance of the Tenant Improvements, Landlord reasonably estimates that the total cost to Landlord of designing, permitting and constructing such Tenant

Improvements exceeds the Tenant Improvement Allowance, then Landlord and Tenant shall value engineer the Tenant Improvements so as to bring such cost below the Tenant Improvement Allowance. In no event shall Landlord be required to perform any Tenant Improvements the cost of which would cause the Tenant Improvement Costs to exceed the Tenant Improvement Allowance.

24.6 Unused Tenant Improvement Allowance:

If there remains any unused portion of the Tenant Improvement Allowance after Landlord has completed the Tenant Improvements and paid all Tenant Improvement Costs, then such unused portion shall be credited toward the monthly rent, based upon a formula amortizing the unused portion of the Tenant Improvement Allowance over the remaining months in the Lease term, with an interest rate of eight percent (8%) per annum on the unused portion thereof].

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 shall, prior to the expiration or earlier termination of this Lease, remove, at its own expense, all fixtures, equipment and all other personal property existing in or upon the Premises (including any modular furniture), unless otherwise noted in writing by landlord letter.

28. SIGNAGE

Tenant shall be permitted to install at 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 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 Mr. John Biven, CBRE, the Landlord's Broker, 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, (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, 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.

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, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion

thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the 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 County may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- e. Landlord shall give the County notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.
- f. Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.
- g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall

bind and apply to Landlord's successors and assigns, whether so expressed or not.

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.

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

LANDLORD:

PPF INDUSTRIAL 12016 TELEGRAPH
RD., LP, a California limited partnership

By: PPF Industrial GP, LLC,
a Delaware limited liability company
Its:

General Partner

By: PPF Industrial, LLC
a Delaware limited liability company
Its: Sole Member

By: PPF OP, LP
a Delaware limited partnership
Its: Sole Member

By: PPF OPGP, LLC
a Delaware limited liability company
Its: General Partner

By: Prime Property Fund, LLC
a Delaware limited liability company
Its: Sole Member

By: Morgan Stanley Real Estate Advisor,
Inc.
a Delaware corporation
Its: Investment Advisor

Name: 
Its: Executive Director

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

SACHI A. HAMAI
Chief Executive Officer

By: _____
Dean Lehman
Senior Manager

ATTEST:

Dean C. Logan
Registrar-Recorder/County Clerk

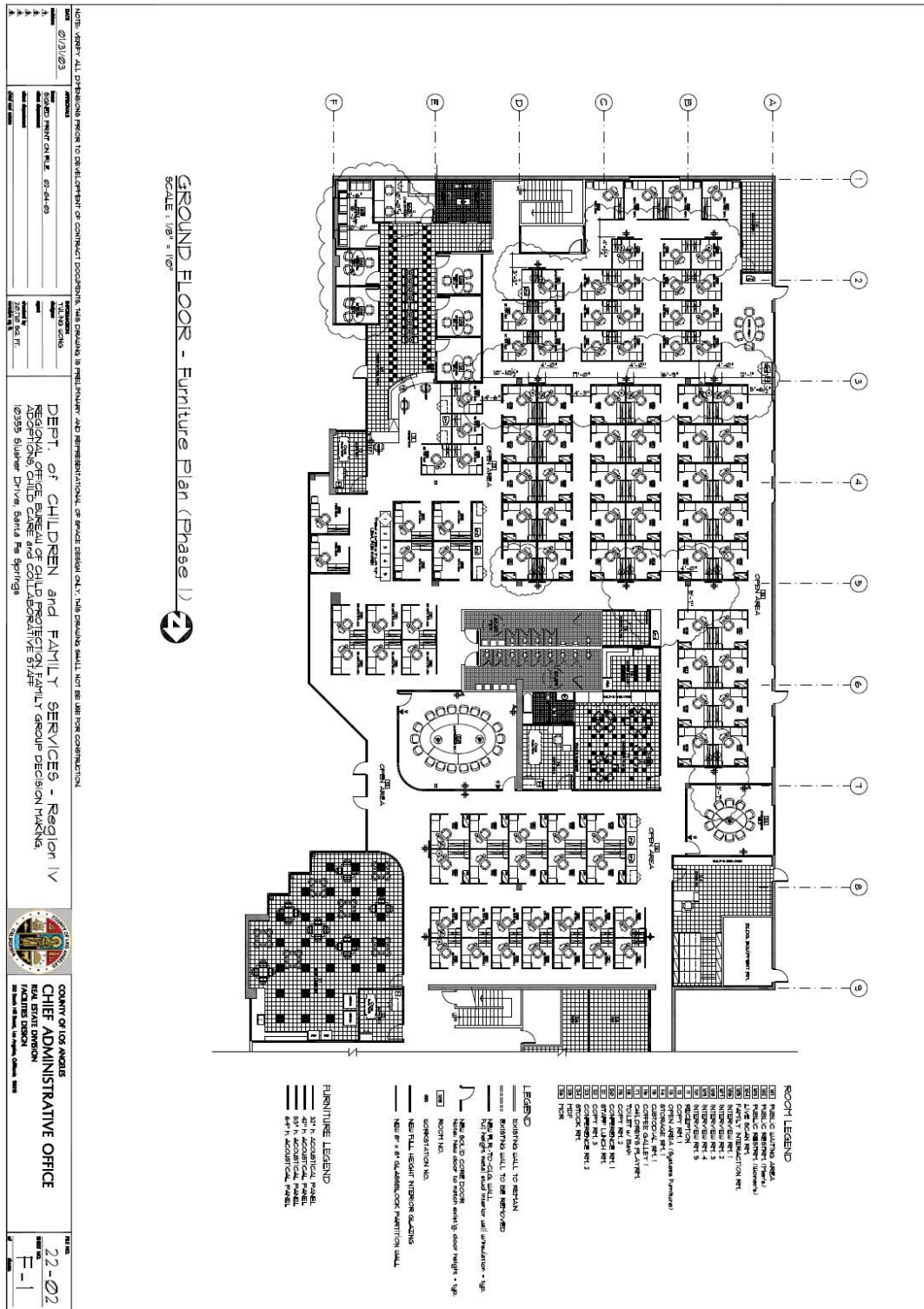
By: _____
Deputy

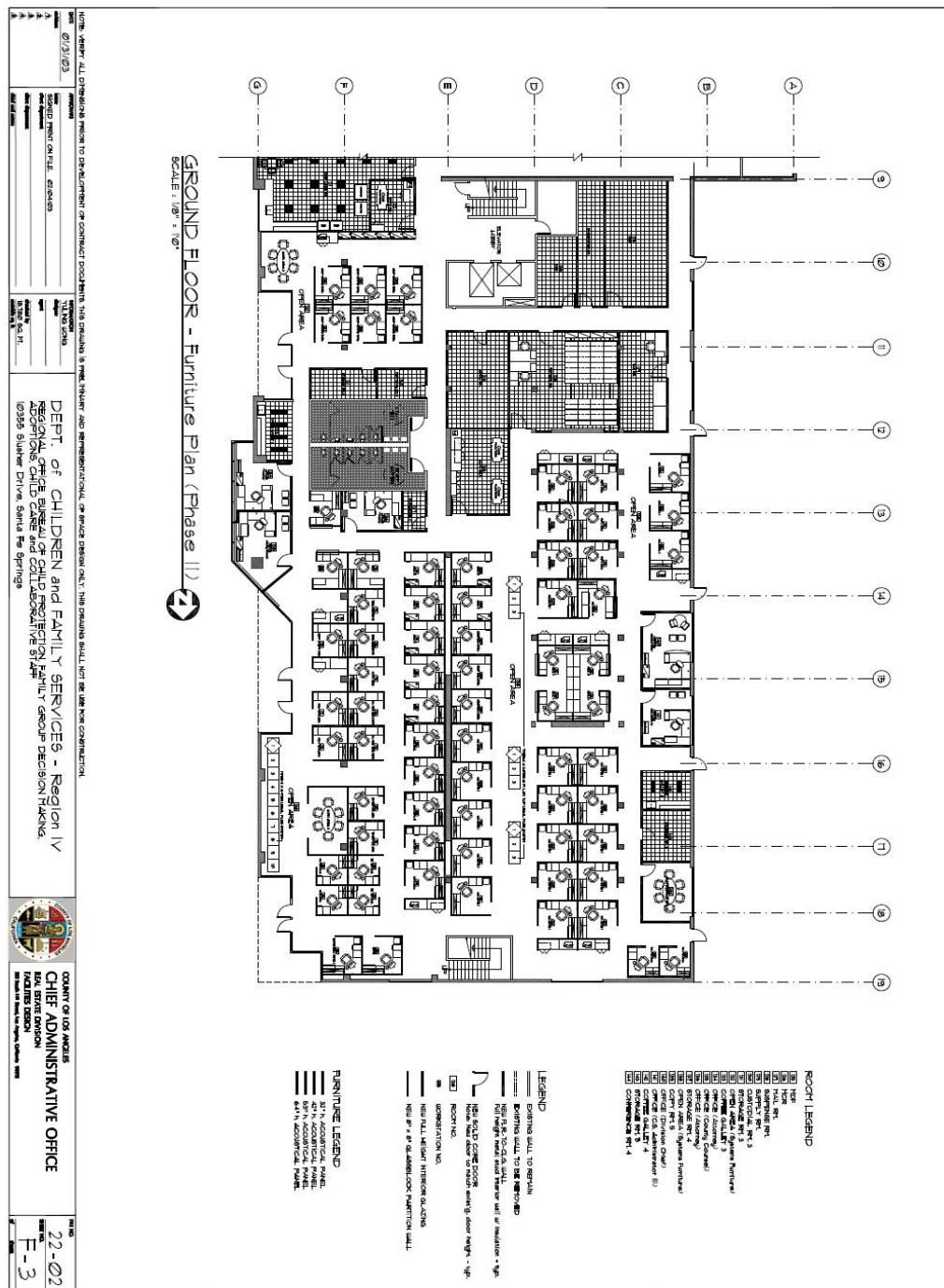
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy County Counsel

EXHIBIT A FLOOR PLAN OF PREMISES







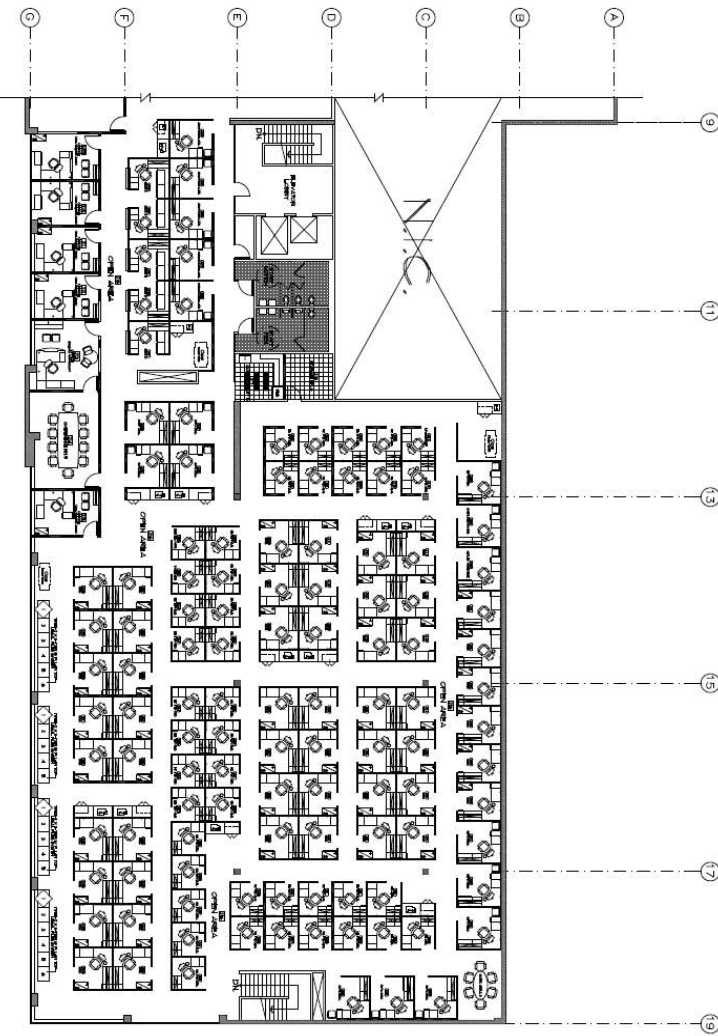


EXHIBIT B

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 politic and corporate ("Tenant"), and **PPF Industrial 12016 Telegraph Rd., LP**, a California limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 10355 Slusher Drive, Santa Fe Springs, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) The parties acknowledge that Tenant is already in possession of the Premises pursuant to former Lease No. 56497, and Landlord shall be deemed to have delivered possession of the Premises to Tenant as of the Commencement Date of this Lease No. _____ on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4) The Premises contain _____ rentable/gross square feet of space; and

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

- 1) Base Rent per month is \$141,453.90.
- 2) The Base Index month is _____.
- 3) The Base Index is TBD.
- 4) The first New Index month is _____.

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

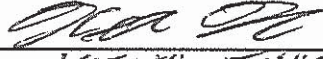
Tenant: COUNTY OF LOS ANGELES, a body politic and corporate By: _____ Name _____ Its _____	Landlord: PPF INDUSTRIAL 12016 TELEGRAPH RD, a California limited partnership By:  Name <u>KEITH FINK</u> Its <u>Executive Director</u>
---	--

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

[illegible]

* Leave Blank except for 13th Accounting Period.

** Leave blank except entering commitments or expenditure accrual.

PV_Leasing.accdb. Report Name: 00000-00000_17-18

EXHIBIT D

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Emergency exit signage and egress battery replacement (if applicable)
- K. Graffiti expunged as needed within two working days after notice by Tenant
- L. Floors washed as needed.
- M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, and soap.
- N. Day porter service from 7:00 a.m. to 8:00 a.m., 1:00 p.m. to 2:00 p.m. and 3:00 p.m. to 4:00 p.m., each on weekdays only.

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

- A. Floors washed and waxed in uncarpeted office area.

- B. High-reach areas, door frames and tops of partitions dusted.
- C. Upholstered furniture vacuumed, plastic and leather furniture wiped
- D. Picture moldings and frames dusted.
- E. Wall vents and ceiling vents vacuumed.
- F. Carpet professionally spot cleaned as required to remove stains.
- G. HVAC chiller water checked for bacteria, water conditioned as necessary.

4. QUARTERLY

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

5. SEMI-ANNUALLY

- A. Windows washed as required inside and outside but not less frequently than twice annually.
- B. All painted wall and door surfaces washed and stains removed.
- C. All walls treated with vinyl covering washed and stains removed.

6. ANNUALLY

- A. 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.
- B. 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.
- C. [Intentionally Deleted].

7. AS NEEDED

- A. 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.
- B. 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.
- C. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
- D. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
 - ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
 - iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
 - iv. clean light traffic areas a minimum of once per year.

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

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 ATTORNMENMENT AGREEMENT**

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

**County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street
3rd Floor
Los Angeles, California 90012**

)
)
)
)
)
)
)

Space above for Recorder's Use

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

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body 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 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 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
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

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

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

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 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 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 Employees	Women	Is your firm currently certified as a minority owned business firm by the:
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION <input type="checkbox"/> We do not wish to provide the information required in this form. Firm Name: <u>PPF Industrial 12016 Telegraph Rd LP</u> Signature/Title: <u>[Signature] Executive Director</u> Date: <u>5/5/2020</u>
American Indian/Alaskan Native			
All Others			

EXHIBIT I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street
3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD:

By: _____

Its: _____

By: _____

Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

Chief Executive Officer

By: _____

Name: _____

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:

Mary C. Wickham
County Counsel

By: _____
Deputy County Counsel

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 J

Tenant Improvements

GENERAL:

1. Tenant Improvements shall conform to the requirements of all governing building, plumbing, mechanical, and electrical codes, and any and all other applicable requirements including State of California Administrative Code and The Americans With Disabilities Act. Landlord shall be responsible for obtaining all necessary permits, the cost of which will be paid by Landlord to the extent funds remain in the Tenant Improvement Allowance.
2. Scope of work shall include all labor, materials, supplies, equipment, services, specialties, transportation, and the cost thereof, required to complete Tenant Improvements for said project.
3. Submittals:
 - A. Construction Drawings and Furniture Installation Plans: If necessary (as further described in Section 24.2), submit one set of reproducibles and four sets of blueline prints to Tenant for review and approval prior to start of construction or order placement.
 - B. Miscellaneous: Submit three (3) copies of all warranties, operation manuals, and other pertinent information to Tenant upon completion of Tenant Improvements.
4. Tenant Improvement work requested by Tenant, will only be performed to the extent the Tenant Improvement Costs do not exceed the Tenant Improvement Allowance (unless and to the extent Tenant pays Landlord such over-allowance amount).

1. PAINT:

- A. Paint all existing interior spaces including, but not limited to walls, hard-lid ceilings, doors (except stained wooden doors, if any), and trim. Door frames are not to be painted. Provide one primer coat and two finish coats.
- B. Provide one base color, and four accent colors:
 - Office areas: eggshell or low sheen finish.
 - Restrooms, lunchrooms and break rooms: semi-gloss.
- C. Specify Dunn Edwards, or approved equal.
- D. In the case that furniture systems are not replaced, then walls that are behind cubicles, filing cabinets or millwork shall not be painted. Lessee will remove all items from walls prior to painting including memos, tape, pictures and personal property, but Lessor will remove and reinstall bulletin boards, white boards and similar wall items.

2. ELECTRICAL:

- A. Preliminary Drawings to be provided by Tenant

- B. Coordinate all electrical and voice/data outlet requirements and locations with the County ISD Telecommunications' Engineer and prepare a complete installation drawing.

3. LIGHTING:

- A. Provide Exterior Lighting as requested by Tenant

4. TELECOMMUNICATIONS:

- A. Provide and install conduits and equipment as required by Tenant for interior and exterior surveillance cameras, voice/data, intercom, public address, intrusion alarm, security, and computer network systems.
- B. Plans and specifications prepared by Tenant's Internal Services Department, Information Technology Services (ITS), shall be included as part of the work.
- C. For additional information, contact County Internal Services Department Engineer.

5. OTHER:

- A. Carpet cleaning.
- B. Cleaning of Cubicles

6. ADDITIONAL WORK:

Any additional work shall be identified by County Tenant (and be reflected on County Space Plan or on County Space Planner's Outline Specifications).

EXHIBIT K

PRELIMINARY AND FINAL TENANT IMPROVEMENT COST STATEMENT

____ Preliminary TI Cost Statement Lease No. _____

____ Final TI Cost Statement Address _____

Cost Category

Architecture and Engineering Contract	\$
Plan Check Fees	\$
General Contractor	\$
Furniture (if any)	\$
Other	\$
Total Tenant Improvement Costs	\$

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/16/2020	
BOARD MEETING	1/5/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	REQUEST FOR APPROVAL TO ADOPT, ADVERTISE, AWARD AND EXECUTE 25 JOB ORDER CONTRACTS	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$131.25 million	Funding source: Sufficient appropriation for the recommended contracts is included in ISD's Fiscal Year 2020-2021 Adopted Budget and sufficient appropriation will be requested in future years. Expenditures will be offset through billings to County departments.
	TERMS (if applicable): 1 year.	
	Explanation: N/A	
PURPOSE OF REQUEST	Request approval to adopt, advertise, award and execute 25 Job Order Contracts	
BACKGROUND (include internal/external issues that may exist)	N/A	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Melody Velazquez Section Manager (323) 267-2344 mvelazquez@isd.lacounty.gov •	



SELWYN HOLLINS
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"Trusted Partner and Provider of Choice"

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

January 5, 2021

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:

**AWARD 25 JOB ORDER CONTRACTS
FOR MAINTENANCE, REPAIR, REMODELING AND REFURBISHMENT
OF COUNTY INFRASTRUCTURE AND FACILITIES,
ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

This action is to make necessary environmental findings; adopt the Job Order Contract Construction Task Catalog and Specifications; approve for advertisement bids to be received; authorize the Director of Internal Services Department, or designee, to award and execute twenty-five separate Job Order Contracts to the lowest responsive and responsible bidders; and approve the issuance of work orders.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the adoption of the Job Order Contract Construction Task Catalog and Specifications, approval for advertisement for bids and the proposed award of Job Order Contracts are not a project under the California Environmental Quality Act, and issuance of work orders for projects that are within the scope of the previous exemption findings under the California Environmental Quality Act, for the reasons stated in this letter and in the record of the proposed action.
2. Approve and adopt the January 2021 Job Order Contract Construction Task Catalog and Specifications.
3. Instruct the Executive Officer of the Board to advertise for bids to be received and Internal Services Department to open bids on January 29, 2021 for twenty-five

separate Job Order Contracts in accordance with the Instruction Sheet for Publishing Legal Advertisements (Attachment I).

4. Approve and authorize the Director of Internal Services Department, or designee, to award and execute nine (9) general and sixteen (16) specialty Job Order Contract agreements: three electrical, five heating, ventilating, and air conditioning, three plumbing, and five roofing, in the form previously approved by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Payment for Labor and Materials Bonds and insurance certificate filed by the contractors. Agreements JOC166, JOC167, JOC168, JOC169, JOC170, JOC171, JOC172, JOC173, JOC174, EJOC48, EJOC49, EJOC50, HVAC JOC13, HVAC JOC14, HVAC JOC15, HVAC JOC16, HVAC JOC17, PLUMB JOC6, PLUMB JOC7, PLUMB JOC8, ROOF JOC7 and ROOF JOC8, ROOF JOC9, ROOF JOC10, ROOF JOC11 are each for a not-to-exceed amount of \$5.25 million. The aggregate not-to-exceed amount of the twenty-five Job Order Contract's is \$131.25 million.
5. For each of the twenty-five Job Order Contracts, authorize the Director of Internal Services Department, or designee, to make the determination that a bid is nonresponsive and to reject a bid on that basis, to award to the next lowest responsive and responsible bidder; and to waive inconsequential and non-material deficiencies in bids submitted, in accordance with the bid specifications.
6. For each of the twenty-five Job Order Contracts, authorize the Director of Internal Services Department, or designee, to issue work orders for projects that are not subject to the State Public Contract Code, including maintenance work, as applicable, in an amount not-to-exceed \$330,000 per work order, subject to the limitation that the aggregate amount of all work orders issued under a particular Job Order Contract does not exceed the \$5.25 million not-to-exceed contract amount of the Job Order Contract. For all work orders in excess of \$150,000 on projects that are not subject to the State Public Contract Code, the Board will be notified, one week in advance, with a Board memo.
7. For each of the twenty-five Job Order Contracts, authorize the Director of Internal Services Department, or designee, to issue work orders to deliver the Facility Reinvestment Program projects approved by your Board on May 28, 2019, and December 17, 2019.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will make necessary findings under the California Environmental Quality Act (CEQA) and authorize the Director of Internal Services Department (ISD), or designee, to adopt the January 2021 Job Order Contract (JOC)

Construction Task Catalog and Specifications, advertise for bids, open bids, award and execute twenty-five JOC agreements, and issue work orders.

The proposed twenty-five JOCs will be utilized by Delivery Team 1 and Delivery Team 2 of ISD Operations Services (OPS) to complete Facility Reinvestment Program (FRP) projects and client department funded capital, maintenance, and renovation projects. For purposes of clarification on the approval processes discussed herein, FRP projects are approved by the Board of Supervisors (Board) by "Cohort", in which multiple projects are brought within a single Board letter to provide a program view. Customer funded projects are brought as individual Board letters for individual projects as customers tend to fund them one at a time.

The JOC capacity sought to deliver the projects included within the FRP by the Delivery Team 1 is \$78.75 million. These projects include those referenced and approved in the May 28, 2019 Board letter (Cohort #1) and in the December 17, 2019, Board letter (Cohort #2).

The JOC capacity sought to be utilized by Delivery Team 2 is \$52.5 million and is to support client department needs for a one-year period. This annual value is based on current projects and projected workload data.

JOCs are a competitively procured, flexible, cost-effective unit price contracting method used by ISD to accomplish maintenance, repair, refurbishment, remodeling, and alteration of County infrastructure and facilities without extensive plans and specifications. The State Public Contract Code (PCC) provides that JOCs are annual contracts that may be awarded for repair, remodeling, refurbishment, or other repetitive work, but not for new construction. The JOC delivery method reduces administrative requirements and lowers direct construction costs while meeting all federal, State, and County procurement requirements. The recommended JOCs will augment ISD's ability to effectively and efficiently maintain, repair (including emergency repairs), refurbish and remodel County infrastructure and facilities.

ISD will utilize Board-approved as-needed consultants for design/engineering services to aid in completion of projects. JOCs and in-house crafts (subject to the "Force Account" limits set forth in the State PCC) will be utilized to complete maintenance, repair, refurbishment, and remodel projects. ISD will obtain the necessary jurisdictional approvals as required for the proposed projects.

ISD OPS has initiated a five-year project planning and execution program that coincides with the Chief Executive Office's (CEO) five-year funding plan to identify FRP projects, including "Force Account" work that may necessitate increasing the capacity of crafts staff. In addition to the FRP projects, all other work for projects costing less than the statutory "Force Account" limit of \$50,000 will be performed by in-house crafts staff, except in circumstances such as timeline conflicts, capacity, project complexity etc. that

would require ISD to use a contractor. Of the 189 FRP projects in Cohort 1, ISD is delivering 152. Of the 152 ISD projects in Cohort #1, ISD in-house crafts is currently delivering (in whole or in part) 19 projects, or 13 percent of the Cohort. Of the 68 FRP projects in Cohort #2, ISD is delivering 54. Of the 54 ISD projects in Cohort #2, ISD in-house crafts is delivering (in whole or in part) 5 projects, or 9 percent of the Cohort.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with County's Strategic Plan Goal III - Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging our resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

Maintenance, repair, refurbishment, remodeling, and alteration work will be funded through the appropriate maintenance, capital, refurbishment, or infrastructure project budgets. ISD's Fiscal Year (FY) 2020-21 Adopted Budget includes \$117.3 million in appropriation for JOC expenditures. The new capacity sought in OPS of \$131.25 million plus the current JOC available capacity of \$90.9 million equals \$222.15 million. Because the agreements cross fiscal years, ISD will request necessary appropriation in the FY 2021-22 budget submission. ISD will only incur JOC expenditures to the extent that they are offset through CEO, County department, and contract city billings and within available appropriation. There are no minimum obligations on these contracts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Art Policy, last amended on August 4, 2020, is exempt from allocation to the proposed contracts as this action does not approve any specific capital improvement or refurbishment project.

For each of the twenty-five JOCs, the Director of ISD, or designee, is authorized, under the Los Angeles County Code, Section 2.81.050, and in accordance with the authority provided by PCC sections 20128.5 and 20145, to issue work orders for projects that are subject to the PCC, including repair, remodeling and refurbishment work, in an amount not-to-exceed \$330,000 per work order, subject to the limitation that the aggregate amount of all work orders issued under a particular JOC does not exceed the \$5.25 million not-to-exceed contract amount of the JOC.

ISD will seek advance approval from the Board for all repair, remodeling, refurbishment projects that exceed the delegated authority limits set forth in the County Code and/or the County's fiscal manual.

Approval of the recommended actions will authorize the Director of ISD to issue work orders for future projects that are not subject to the PCC, including maintenance work, as applicable, in an amount not-to-exceed \$5.25 million per work order, subject to the limitation that the aggregate amount of all work orders issued under a particular JOC does not exceed the \$5.25 million not-to-exceed contract amount of the JOC.

Pursuant to Board Motion adopted on October 31, 2017, ISD will provide Board notification, one week in advance, for all work orders more than \$150,000 that are not subject to the State PCC, unless prohibited by law, regulation or funding source.

Your Board previously authorized the Director of ISD to deliver the FRP projects specifically identified in the May 28, 2019, Board letter (Cohort #1) and in the December 17, 2019 Board letter (Cohort #2) via Board approved JOC. ISD intends to utilize the proposed twenty-five JOCs to deliver those FRP projects. ISD intends to return to the Board for future cohort approvals.

PCC Section 20128.5 allows an individual JOC to have a single year term and a maximum value of \$5.25 million per JOC. A 1997 amendment to the State PCC allows annualized increases in the maximum contract value, based on the California Consumer Price Index.

The terms and conditions of the recommended contracts will be approved as to form by County Counsel prior to execution and will contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Program, Safely Surrendered Baby Law, the Child Support Compliance Program, Defaulted Property Tax Reduction Program, Countywide Local and Targeted Worker Hiring Policy, and County Preference Programs. The JOC agreements are not Proposition "A" contracts and therefore are not subject to the County's Living Wage Program.

Data regarding the bidders' minority participation will be on file with ISD. The contractors will be selected upon final analysis and consideration without regard to race, creed, gender, or color.

The General Conditions and January 2021 Construction Task Catalog and Specifications include the contractual provisions, methods, and material requirements necessary for these projects are on file with ISD. For JOC projects involving repair or alteration of County buildings, if the cost of the work exceeds \$50,000, such project must be performed via a competitively procured construction contract, not by County employees, due to the "Force Account" limitations set forth in the State PCC.

ENVIRONMENTAL DOCUMENTATION

The recommended actions, to adopt the JOC Construction Task Catalog and Specifications, advertise for bids and award of JOCs, are not a project under California Public Resources Code section 21065 and are excluded from the definition of a project under Section 15378 (b)(4) and (5) of the State CEQA Guidelines, because they involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment or are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment.

Issuance of work orders for projects not subject to the State PCC are within the scope of the findings of exemption as determined by your Board on May 28, 2019 and December 17, 2019 for FRP projects. The scope of projects includes alterations, renovations, repair and refurbishment of existing facilities. The approved work was determined to be exempt under Sections 15301(a),(d), and (l) and 15302 (b) and (c) of the CEQA Guidelines and Classes 1(c), (d), (h), (i), (j), (l) and (m) and 2 (a), (b) and (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because the projects involved maintenance and repair of existing facilities and structures with negligible or no expansion if existing use; and replacement of existing facilities or components at the same site with facilities of substantially the same purpose and capacity. There has been no change to the work previously found to be exempt since the time of approval.

For all other work orders to be issued under the twenty-five JOCs, the work is similarly anticipated to meet the requirements for categorical exemption under CEQA since the proposed work will consist of the repair and building system replacement projects at County buildings and facilities with negligible or no expansion of use and where replacement facilities or components will have the same purpose and capacity.

As work orders are proposed under the twenty-five approved JOCs for work not previously found to be exempt under CEQA, ISD will review each proposed activity and make determination whether exemptions apply at the time of the issuance of work orders. ISD will return to the Board to recommend CEQA findings and approval of issuance of individual work orders for any work which is not exempt, prior to issuance of work orders for any such work.

Upon the Board's approval of the recommended actions, ISD will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

The Executive Officer of the Board will advertise the JOC invitation for bids in various publications throughout the County of Los Angeles. Additionally, ISD will post the invitation for bids on the County's "Doing Business with Us" web site.

The recommended JOCs will be solicited on an open-competitive basis and in accordance with applicable federal, State, and County requirements. The County will award contracts to the lowest responsive and responsible bidder pursuant to the State PCC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these contracts will expedite the completion of maintenance, repair, refurbishment, remodeling, and alteration of County infrastructure and facilities work managed by ISD. Limited impacts to tenant departments may occur while maintenance, repair, refurbishment, remodeling and alteration of County infrastructure and facilities work is underway.

There is no employee impact. JOCs are intended to augment, but not replace the County workforce, and to ensure our ability to respond to emergent requirements.

CONCLUSION

Please return one adopted copy of this Board letter to the ISD Operations Services.

Respectfully submitted,

Selwyn Hollins
Director

SH:ME:mv

Enclosures

The Honorable Board of Supervisors
January 5, 2021
Page 8

c: Executive Office, Board of Supervisors
 Chief Executive Officer
 County Counsel

ATTACHMENT I

INTERNAL SERVICES DEPARTMENT: AWARD 25 JOB ORDER CONTRACTS FOR MAINTENANCE, REPAIR, REMODELING AND REFURBISHMENT OF COUNTY INFRASTRUCTURE AND FACILITIES, ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS, (ALL DISTRICTS - 3 VOTES)

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper, or ten times in a daily newspaper. However, the first publication must appear at least 10 days prior to the bid opening date. Forward three reprints of this advertisement to the County of Los Angeles, Internal Services Department, Operations Services, Program and Project Management Division, 1100 N. Eastern Avenue, Los Angeles, California 90063.

OFFICIAL NOTICE INVITING BIDS

Notice is hereby given that Internal Services Department (ISD) will receive sealed bids for furnishings, materials, labor, and equipment required to complete construction for the following work:

BID DEADLINES

<u>SPECS.</u>	<u>PROJECT</u>	<u>DATE</u>	<u>TIME</u>
JOC Specs	JOC 166	1/29/2021	9:00 a.m.
JOC Specs	JOC 167	1/29/2021	9:00 a.m.
JOC Specs	JOC 168	1/29/2021	9:00 a.m.
JOC Specs	JOC 169	1/29/2021	9:00 a.m.
JOC Specs	JOC 170	1/29/2021	9:00 a.m.
JOC Specs	JOC 171	1/29/2021	9:00 a.m.
JOC Specs	JOC 172	1/29/2021	9:00 a.m.
JOC Specs	JOC 173	1/29/2021	9:00 a.m.
JOC Specs	JOC 174	1/29/2021	9:00 a.m.
JOC Specs	EJOC 48	1/29/2021	9:00 a.m.
JOC Specs	EJOC 49	1/29/2021	9:00 a.m.
JOC Specs	EJOC 50	1/29/2021	9:00 a.m.
JOC Specs	HVAC JOC13	1/29/2021	9:00 a.m.
JOC Specs	HVAC JOC14	1/29/2021	9:00 a.m.
JOC Specs	HVAC JOC15	1/29/2021	9:00 a.m.
JOC Specs	HVAC JOC16	1/29/2021	9:00 a.m.
JOC Specs	HVAC JOC17	1/29/2021	9:00 a.m.
JOC Specs	PLUMB JOC6	1/29/2021	9:00 a.m.

JOC Specs	PLUMB JOC7	1/29/2021	9:00 a.m.
JOC Specs	PLUMB JOC8	1/29/2021	9:00 a.m.
JOC Specs	ROOF JOC7	1/29/2021	9:00 a.m.
JOC Specs	ROOF JOC8	1/29/2021	9:00 a.m.
JOC Specs	ROOF JOC9	1/29/2021	9:00 a.m.
JOC Specs	ROOF JOC10	1/29/2021	9:00 a.m.
JOC Specs	ROOF JOC11	1/29/2021	9:00 a.m.

Copies of the project manual and technical specifications may be obtained via online at <https://camisvr.co.la.ca.us/lacobids> at or after the **mandatory** Pre-bid Conference which will be held online via MS teams. It is **required** that the pre-bid conference be attended by the **President or Owner** of each Bidder only, the Bidder **must** submit to the County the Articles of Incorporation or a notarized document identifying the attendee as President or Owner within 24 hours after the conference. In County's sole discretion, failure to comply with the requirement of this Article may be a basis to reject the bid as nonresponsive.

Each bid shall be submitted on the required form sealed and filed at the Bid Office located at the first floor of 1100 N. Eastern Avenue, Los Angeles, CA 90063 no later than 9:00 a.m. on the date indicated above. Bids will be publicly opened by ISD Job Order Contract (JOC) Administration approximately 15 minutes following the deadlines for submission of bids stated online via MS Teams. For bid information, please call 323-267-2344.

Bidders must comply with the provisions of the Bidding Requirements and General Conditions concerning bid guarantee, contract bonds, and insurance requirements. Contractors bidding the following General JOC Contracts (JOC166 and JOC171) are to possess an "A" license at time of bid. Contractors bidding the following General JOC Contracts (JOC167, JOC168, JOC169, JOC170, JOC172, JOC173, and JOC174) are to possess a "B" license at time of bid. Contractors bidding the Electrical JOC (EJOC48, EJOC49 and EJOC50) are required to possess a "C-10" license at time of bid. Contractors bidding the HVAC JOCs (HVAC JOC13, HVAC JOC14, HVAC JOC15, HVAC JOC16, and HVAC JOC17) are required to possess a "C-20" license at time of bid. Contractors bidding the Plumbing JOC (PLUMB JOC6, PLUMB JOC7, and PLUMB JOC8) are required to possess a "C-36" license at time of bid. Contractors bidding the Roofing JOC (ROOF JOC7, ROOF JOC8, ROOF JOC9, ROOF JOC10, and ROOF JOC 11) are required to possess a "C-39" license at time of bid. Contractor should verify to his/her satisfaction that he/she holds the correct license for this type of project.

PREBID CONFERENCE

ISD will hold a single **mandatory** pre-bid conference on-line via MS teams at <https://teams.microsoft.com/l/meetup-join/19> or call in (audio only) at +1 323-776-6996 with Phone Conference ID: 985 168 129# for all the listed JOC-contracts/projects at 9:00 a.m. on January 19, 2021, to provide information on the JOC, bidding process, and answer any questions that potential bidders may have. It is **required** that the pre-bid conference be attended by the **President or Owner** of each Bidder only, the Bidder **must** submit to the County the Articles of Incorporation or a notarized document identifying the attendee as President or Owner within 24 hours after the conference. In County's sole discretion, failure to comply with the requirement of this Article may be a basis to reject the bid as nonresponsive. For further directions, please contact Melody Velazquez at 323-267-2344.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the State Public Contract Code, relating to contracting with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted in the public's interest.

Si necesita información en español, por favor llame al telefono (323) 267-2344.



Upon 72 hours' notice, ISD can provide program information and publication in alternate formats or make other accommodations for people with disabilities. In addition, program documents are available at our office in Los Angeles (1100 N. Eastern Avenue, Los Angeles), which is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (323) 881-4599 or (323) 267-2445, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.



Con 72 horas de notificación, ISD puede proporcionar información y publicaciones sobre el programa y formas alternas o hacer otras comodidades para gente incapacitada. Además, documentación sobre el programa está disponible en nuestra oficina principal en Los Angeles (1100 N. Eastern Avenue, Los Angeles) lo cual es accesible para individuos con incapacidades. Para solicitar comodidades SOLAMENTE, o para mas información del ADA, pongase en contacto con nuestro Coordinador del ADA del departamento al (323) 881-4599 or (323) 267-2432, de Lunes a Jueves de 7:00 a.m. a 5:30 p.m.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated January 5, 2021.

CELIA ZAVALA, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES

VENTIV CLAIMS – PROJECT AO-18-411 – RISK MANAGEMENT INFORMATION SYSTEM (RMIS) SIX-MONTH UPDATE (6/2/2020 – 11/25/2020)

PROJECT DESCRIPTION

The County of Los Angeles (County) has contracted with Ventiv Technology for claims management and related services under RMIS. The new RMIS will manage, administer, and reduce risk exposures Countywide.

SCOPE

Liability and Workers' Compensation Claims Management, Corrective Action Plans, Matter Management, Disability/Leave Management, Loss Control, Public Records Act (PRA) Management.

Amendment Three was signed to accommodate Claimant Name Enhancements to accommodate Board of Supervisors specific workflow.

TIMELINE

Absence/Leave Management – February 2020 (ahead of schedule)

Liability Claims, Matter Management, Corrective Actions – December 22, 2020

Loss Control – Part 1 (Policy Management, Asset Management) – December 22, 2020

Loss Control and Prevention – Part 2 (Incident Reporting) – First quarter of 2021

Workers' Compensation Claims – First quarter of 2021

FINANCE

The County has been billed \$16,634,421.12 to date, with an accumulated \$1,686,328.46 in holdbacks. Total maximum budget is \$59,651,176.36.

STATUS

Project is on track and on target to complete 100% by early second quarter 2021.

ACCOMPLISHMENTS/HIGHLIGHTS

Module 3 – Disability/Leave Management

- In production as of 2/18/2020 with Absence/Leave Management
- Worked with the Department of Human Resources on requirements and workflow for Accommodations and Work Restrictions as part of Amendment Two. Commenced on configuration.

Module 1 – Liability Claims Management, Corrective Action Plans, Matter Management

- Data Conversion
 - Final Trial 3 completed and signed off by County
 - Final Trial 3 data made available for County Counsel's Customer Relationship Management (CRM) system data conversion
- Ventiv completed System and Integration testing
- County completed and signed off on User Acceptance Testing which included Board of Supervisors, County Counsel, Third-Party Administrators (TPAs) Carl Warren and Intercare, Small Claims Unit, Chief Executive Office (CEO) Claims Monitoring Unit, CEO

**VENTIV CLAIMS – PROJECT AO-18-411 – RISK MANAGEMENT INFORMATION SYSTEM (RMIS)
SIX-MONTH UPDATE (6/2/2020 – 11/25/2020)**

Finance, CEO Risk Management Inspector General, Sheriff's Department Expedited Unit Received Auditor-Controller's certification with eCAPS / Ventiv Claims integration

- Received Centers for Medicare & Medicaid Services (CMS) certification
- Completed end-to-end Application Program Interfaces (APIs) testing between County Counsel CRM and Ventiv Claims
- Ventiv delivered Amendment Three Enhancements
- Ventiv commenced e-Learning using Ventiv University for Module 1 users
- Ventiv adapted classroom instructor-led training to virtual classroom instructor-led training commencing December 7, 2020
- Completed cutover plan in collaboration with County Counsel and CEO for a go-live of December 22, 2020

Module 2 – Workers' Compensation

- Data Conversion
 - Final Trial 3 delivered and is currently being validated by County
 - Final Trial 3 data made available for County Counsel's CRM data conversion
- Ventiv completed Integration and System testing, including with all 3rd party vendors
- Completed cycles 1 and 2 of 3 User Acceptance Test (UAT) testing cycles with County. User groups include TPAs (Sedgwick), Medical Management Cost Containment vendors (MMCC) (Medata, Corvel, AMC), Express Scripts, and the County's Departments of the Auditor-Controller and the CEO's Claims Monitoring Unit, Finance, Risk Management Branch, and Information Technology Section
- Received Auditor-Controller's certification with eCAPS / Ventiv Claims integration
- Received CMS certification
- Received California's electronic data interchange (EDI) State reporting certification
- Completed initial training plan

Module 4 – Loss Prevention

- Part 1 – Policy Administration, Asset Management, Public Records Act (PRA) Management
 - Asset – Data loaded from the County Assets Management Property Systems (CAMPS); completed configuration; commenced UAT
 - Policy – Completed configuration; manually loaded policies; commenced UAT
 - PRA – Completed configuration; added users; completed UAT
- Part 2 – Incident Reporting
 - In the process of developing incident forms identified by County
 - Completed workflow requirements

General

- Continued mitigating risks and issues pertaining to COVID-19 related impacts to project resources and schedule
- Training – Adjusted strategy of training from classroom to virtual classroom

**VENTIV CLAIMS – PROJECT AO-18-411 – RISK MANAGEMENT INFORMATION SYSTEM (RMIS)
SIX-MONTH UPDATE (6/2/2020 – 11/25/2020)**

- Deliverables – Completed 43 required Project Management deliverables

KEY ACTIVITIES FOR NEXT PERIOD (11/30/2020 – 6/1/2021)

Module 1 – Liability Claims Management, Corrective Action Plans, Matter Management

- Train about 100 users (Virtual Classroom and e-Learning via Ventiv University)
- Assist County Counsel with any outstanding issues regarding the API/Message Bus integration
- Prepare Ventiv Service Helpdesk for supporting the Module 1 program
- Go-live in production with Module 1

Module 2 – Workers' Compensation

- County to sign off on final Trial 3 data conversion by year end 2020
- Complete Cycle 3 of UAT testing with the goal of sign off by year end 2020
- Train about 400 users (e-Learning via Ventiv University and Virtual Classroom)
- Assist County Counsel with any outstanding issues regarding the API/Message Bus integration
- Prepare Ventiv Service Helpdesk for supporting the Module 2 program
- Go-live in production with Module 2

Module 4 – Loss Prevention

- Part 1 – Policy Administration, Asset Management, PRA Management
 - Asset – Sign off on UAT; go-live in December 2020
 - Policy – Sign off on UAT; go-live in December 2020
 - PRA – Go-live in December 2020
- Part 2 - Incident Reporting
 - Incident Reporting – Sign off on UAT; go-live in first quarter 2021

Module 3 – Accommodations and Work Restrictions

- Receive sign off on requirements and configuration
- Obtain UAT sign off from County
- Go live in production in first quarter 2021

General

- Continue to mitigate risks and issues pertaining to COVID-19 which impact project resources and schedule
- Continue to mitigate risks and issues pertaining to RMIS Project
- Complete all deliverables pertaining to RMIS Project

I:\RMB Secs\RMIS-Ventiv Claims – Project AO-18-411 – RMIS – 6-month update (6-2-2020 to 11-25-2020)